CITY OF AUBURN WASHINGTON	**City Council Meeting** **December 1, 2014 - 7:30 PM** **Auburn City Hall** **AGENDA** Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.

I. **CALL TO ORDER**

A. **Flag Salute**

B. **Roll Call**

C. **Announcements, Appointments, and Presentations**

1. 2014 Tree Steward Proclamation
Mayor Backus to proclaim Mike Poste as a 2014 Tree Steward for preserving and caring for the Oregon Myrtle located at 1008 4th Street NE and declaring it a "Significant Tree".

D. **Agenda Modifications**

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

A. **Public Hearings**
No public hearing is scheduled for this evening.

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

C. **Correspondence**
There is no correspondence for Council review.

III. **COUNCIL COMMITTEE REPORTS**

A. **Municipal Services**

1. **November 24, 2014 Minutes* (Peloza)**

B. **Planning & Community Development**

1. **November 24, 2014 Minutes* (Holman)**

C. **Public Works**

1. **November 17, 2014 Minutes* (Osborne)**

D. **Finance**

1. **<u>November 17, 2014 Minutes* (Wales)</u>**

E. **Les Gove Community Campus**

F. **Council Operations Committee**

1. The next regular meeting of the Council Operations Committee is scheduled for December 22, 2014 (Wagner)

G. **Junior City Council**

1. The next regular meeting of the Junior City Council is scheduled for December 15, 2014 (Wagner)

IV. **CONSENT AGENDA**

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. **<u>Minutes of the November 17, 2014 Regular Meeting*</u>**

B. **<u>Claims Vouchers (Wales/Coleman)</u>**
Claims voucher numbers 431308 through 431472 in the amount of $3,039,619.66 and two wire transfers in the amount of $2,816.54 and dated December 1, 2014.

C. **<u>Payroll Vouchers (Wales/Coleman)</u>**
Payroll check numbers 535126 through 535199 in the amount of $363,247.58 and electronic deposit transmissions in the amount of $1,369,666.42 for a grand total of $1,732,914.00 for the period November 13, 2014 to November 26, 2014.

D. **<u>Small Works Project No. EM1303* (Osborne/Hursh)</u>**
City Council approve final payment for Small Works Contract No. 13-22 in the amount of $60,672.38 and accept Project No. EM1303, R Street Emergency Repairs

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

V. **UNFINISHED BUSINESS**

There is no unfinished business.

VI. **NEW BUSINESS**

There is no new business.

VII. **ORDINANCES**

A. **<u>Ordinance No. 6533* (Wales/Coleman)</u>**
An Ordinance of the City Council of the City of Auburn, Washington, adopting the 2015-2016 Biennial Budget for the City of Auburn, Washington

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6533.)

B. **<u>Ordinance No. 6539* (Wales/Coleman)</u>**
An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6432, the 2013-2014 Biennial Budget Ordinance, as amended by Ordinance No. 6456, Ordinance No. 6462, Ordinance No. 6472, Ordinance No. 6473, Ordinance No. 6474, Ordinance No. 6481, Ordinance No. 6502, Ordinance No. 6510, authorizing amendment to the City of Auburn 2013-2014 Budget as set forth in Schedule “A” and Schedule “B”

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6539.)

C. **<u>Ordinance No. 6542* (Holman/Snyder)</u>**
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 19.02.115, 19.02.120, 19.02.130 and 19.02.140 of the Auburn City Code relating to school impact fees

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6542.)

D. **<u>Ordinance No. 6543* (Peloza/Heid)</u>**
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 10.36.270 of the Auburn City Code related to parking restrictions

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6543.)

VIII. RESOLUTIONS

A. **<u>Resolution No. 5096* (Peloza/Hursh)</u>**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the adoption of the 2014 King County Regional Hazard Mitigation Plan including the City of Auburn Plan Annex

(RECOMMENDED ACTION: City Council adopt Resolution No. 5096.)

B. **<u>Resolution No. 5110* (Peloza/Heid)</u>**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to negotiate and execute interlocal agreements between the City of Auburn and King County and the Cities of Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila for the establishment, implementation and operation of the Puget Sound Emergency Radio Network System (PSERN)

(RECOMMENDED ACTION: City Council adopt Resolution No. 5110.)

C. **<u>Resolution No. 5112* (Wagner/Heid)</u>**
A Resolution of the City Council of the City of Auburn, Washington, amending the City Council Rules of Procedure as adopted by Ordinance No. 5802 and amended by Resolution Nos. 4282, 4429, 4467, 4615, 4686, 4740, 4813, 4909 and 5105

(RECOMMENDED ACTION: City Council adopt Resolution No. 5112.)

IX. **REPORTS**

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

A. **From the Council**

B. **From the Mayor**

X. **ADJOURNMENT**

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

*Denotes attachments included in the agenda packet.

AGENDA BILL APPROVAL FORM

Agenda Subject:
November 24, 2014 Minutes

Date:
November 25, 2014

Department:
Police

Attachments:
Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Peloza

Staff:

Meeting Date: December 1, 2014

Item Number: MS.1

CITY OF AUBURN WASHINGTON	**Municipal Services Committee** **November 24, 2014 - 3:30 PM** **City Hall Conference Room 3** **MINUTES**

I. CALL TO ORDER

Chair Peloza called the meeting to order at 3:29 p.m. in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

A. Roll Call

Members present were: Chair Bill Peloza and Vice Chair Wayne Osborne. Member Claude DaCorsi arrived after Action Item III.A.

Staff present were: Mayor Nancy Backus; Chief of Police Bob Lee; City Attorney Dan Heid; and Police Secretary Sue Van Slyke.

Others present: Robert Whale of the Auburn Reporter.

B. Announcements

There were no announcements.

C. Agenda Modifications

There were no agenda modifications.

II. CONSENT AGENDA

A. Minutes - November 10, 2014 (Peloza)

Changes to the minutes include correcting the Resolution No. on the recommendation to move Resolution No. 5110 to full council for consideration. Previously stated Resolution No. 5096. Also, corrected the next meeting date in Adjournment from December 6, 2014 to November 24, 2014.

Vice Chair Osborne moved and Chair Peloza seconded to approve the November 10, 2014 Municipal Services Committee meeting minutes as corrected.

Motion carried unanimously. 2-0 (Member Claude DaCorsi was not present at this time.)

III. ACTION

A. Ordinance No. 6543 (Heid)

City Attorney Dan Heid reviewed Ordinance No. 6543 with the Committee. This ordinance will amend Section 10.36.270 of the Auburn City Code related to parking restrictions. #29 was added to the section stating "Any overtime parking or other parking restrictions designated in accordance with Section 10.36.060 of the City Code." This statement authorizes imposition of penalties for violations of ACC 10.30 6.060.

Vice Chair Osborne moved and Chair Peloza seconded to move Ordinance No. 6543 to full Council for consideration. Member DaCorsi was unavailable at time of vote.

Motion carried unanimously. 2-0

B. Resolution No. 5110

City Attorney Dan Heid presented Resolution No. 5110 which will authorize the Mayor to negotiate and execute interlocal agreements between the City of Auburn and King County and the Cities of Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila for the establishment, implementation and operation of the Puget Sound Emergency Radio Network System (PSERN).

Vice Chair Osborne inquired as to why road maintenance was included under Section 8.5.1 for the Project Budget. Mr. Heid explained that there may be movement or additional towers required which would result in the creation of roads for access to said towers.Vice Chair Osborne questioned as to the amount of training required for our police officers to become familiar with the new radio equipment. Chief of Police Bob Lee indicated that it will be a simple transition requiring minimal training. Mr. Heid expressed that the change over from the existing emergency radio system to the proposed new system will be seamless so as to not interrupt service to any parties within the agreement.

Mayor Backus and Mr. Heid stressed that approval by the City of Auburn, as well as the other party jurisdictions, is necessary in order to allow the bond measure to move forward. The goal from King County is to place the bond measure on the April 2015 ballot.

Vice Chair Osborne moved and Member DaCorsi seconded to move Resolution No. 5110 to full council for consideration.

Motion carried unanimously. 3-0

IV. DISCUSSION ITEMS

A. Project Matrix (Peloza)

Changes to the Project Matrix include:

10P: Remove from matrix.
20P and 21P: Combine sections.
24P: Change Review Date to April 2015.
31P: Change to yearly update instead of quarterly.

The Committee discussed that staff will be providing written reports in advance to the newly created study sessions on the majority of the Project Matrix topics starting in 2015.

V. ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 3:56 p.m. The next regular meeting of the Municipal Services Committee is scheduled for Monday, December 8, 2014 at 3:30 p.m. Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

APPROVED this _______day of _________________, 2014.

________________________ ________________________
Bill Peloza, Chair Sue Van Slyke, Police Secretary

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
November 24, 2014 Minutes

Date:
November 25, 2014

Department:
Planning and Development

Attachments:
agenda

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Holman

Staff:

Meeting Date: December 1, 2014

Item Number: PCD.1

CITY OF AUBURN WASHINGTON	**Planning and Community Development** **November 24, 2014 - 5:00 PM** **Annex Conference Room 2** **AGENDA**

I. **CALL TO ORDER**

A. **Roll Call**

B. **Announcements**

C. **Agenda Modifications**

II. **CONSENT AGENDA**

A. **Minutes - November 10, 2014* (Tate)**

III. **DISCUSSION ITEMS**

A. **Ordinance No. 6542* (Dixon)**
An Ordinance amending ACC 19.02 related to annual adjustment of school impact fees.

B. Director's Report (Tate)

C. **PCDC Status Matrix* (Tate)**

IV. **ADJOURNMENT**

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*Denotes attachments included in the agenda packet.

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
November 17, 2014 Minutes

Date:
November 25, 2014

Department:
Public Works

Attachments:
Draft Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

See attached draft minutes.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff:

Meeting Date: December 1, 2014

Item Number: PW.1

CITY OF AUBURN WASHINGTON	**Public Works Committee** **November 17, 2014 - 3:30 PM** **Annex Conference Room 2** **MINUTES**

I. CALL TO ORDER

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

A. Roll Call

Chairman Wayne Osborne, Vice-Chair Bill Peloza, and Member Claude DaCorsi were present. Also present during the meeting were: Community Development & Public Works Director Kevin Snyder, Assistant Director of Engineering/City Engineer Ingrid Gaub, Assistant City Engineer Jacob Sweeting, Utility Engineering Manager Lisa Tobin, Water Utility Engineer Susan Fenhaus, Transportation Manager Pablo Para, Street Systems Engineer Jai Carter, Finance Director Shelley Coleman, Customer Care Manager Brenda Goodson-Moore, IT Customer Support Manager Reba Stowe, Planning Services Manager Jeff Dixon and Public Works Secretary Molly Mendez.

B. Announcements

There were no announcements.

C. Agenda Modifications

There were two agenda modifications. The first agenda modification added Discussion Items H (Auburn Manor Leak Adjustment), and Discussion Item I (Quarterly Financial Report). The second agenda modification added Action Item C, Resolution No. 5111.

II. CONSENT AGENDA

A. Approval of Minutes
Public Works Committee to approve the minutes of the November 3, 2014 Public Works Committee meeting

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve the Public Works Committee Meeting minutes for date, November 3, 2014.

Motion carried 3-0.

III. ACTION

A. Public Works Project No. CP1410 (Carter)
Approve Final Pay Estimate No. 1 to Small Works Contract No. 14-22 in the amount of $62,156.51 and accept construction of Project No. CP1410, 2014 Arterial & Collector Crack Seal Project

Street Systems Engineer Carter provided brief background summary of the project. There were no questions from the Committee.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve the Final Pay Estimate No. 1 to Small Works Contract No. 14-22 in the amount of $62,156.51 and accept construction of Project No. CP1410, 2014 Arterial & Collector Crack Seal Project.

Motion carried 3-0.

B. Annual On-Call Agreements (Sweeting)
Approve the Annual On-Call Professional Service Amendments for 2015

Assistant City Engineer Sweeting explained that the current Annual On-Call Agreements are set to expire at the end of 2014. We would like to renew these agreements to expire at the end of 2015. In addition, there are three of the agreements which will require monetary amendments to increase the total contract amount available for tasks in 2015. Sweeting then summarized the services provided by these firms.

There was a group discussion regarding total contract amounts. Assistant Director of Engineering Services/City Engineer Gaub explained that On-Call Agreements may be renewed annually up to five years and funds remaining at the end of each year are carried over to the next year if the agreement is renewed. In addition, the City follows a selection process using either a request for qualifications or the City's consultant Roster depending on the work and potential amount associated with the various contracts. This is done on a 5 year cycle unless we are dissatisfied with the selected consultants performance and then the selection may occur sooner then 5 years.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve the Annual On-Call Professional Service Amendments for 2015.

Motion carried 3-0.

C. Resolution No. 5111 (Gaub)
A Resolution of the City Council of the City of Auburn, Washington,

confirming the determination of emergency for repairs to the traffic signal at the intersection of Oravetz Road and Kersey Way and ratifying and confirming prior acts

Assistant Director of Engineering/City Engineer Gaub summarized the damage caused by the wind storm in early November. This resolution ratifies the declaration of emergency issued by Mayor Backus to allow allocation of funds for necessary repairs as a result of the storm. The estimated cost for repairs by the contractor is less than $7,500.00.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee adopt Resolution No. 5111.

Motion carried 3-0.

IV. DISCUSSION ITEMS

A. Ordinance No. 6539 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6432, the 2013-2014 biennial budget ordinance, as amended by Ordinance No. 6456, Ordinance No. 6462, Ordinance No. 6472, Ordinance No. 6473, Ordinance No. 6474, Ordinance No. 6481, Ordinance No. 6502, Ordinance No. 6510, authorizing amendment to the City of Auburn 2013-2014 budget as set forth in schedule "A" and schedule "B"

Finance Director Coleman presented Budget Amendment #9 for a first reading. This is the final budget amendment for the 2013-14 biennium and the fourth amendment for 2014. Coleman summarized the fund balance adjustments, project funding and other requests outline in the memo.

B. Ordinance No. 6541 (Dixon)
An Ordinance of the City Council of the City of Auburn, Washington, relating to Planning; adopting Comprehensive Plan Text Amendments pursuant to the provisions of RCW Chapter 36.70.

For the purpose of these minutes, this item was discussed after Discussion Item I.

Planning Services Manager Dixon presented a history of the comprehensive plan annual update process. Proposed updates were presented at the Planning Commission meeting on June 23, 2014 and again at the November 10, 2014 Planning Commission meeting. A Public Hearing was held November 5, 2014.

The individual capital facilities plans were provided by the four school districts and a capital facilities plan was provided by the City.

Public testimony was considered in the Planning Commission recommendation.

C. Activity Center Project CP0607 (Tate)
Accept Construction of Project CP0607, Auburn Activity Center at Les Gove, and approve Final Pay Estimate No. 18 in the amount of $17,991.31.

Community Development and Public Works Director Snyder summarized this project, which was physically completed in 2011. Challenges in closing out the LEED Certification process delayed close-out. These have been met and the Planning and Community Development Committee recommended to close out this project and approve the final pay estimate. This final payment in the amount of $17,991.31 will have no budget impact.

D. Water System Comprehensive Plan Review (Fenhaus)

Water Utility Engineer Fenhaus reviewed the preliminary draft of chapters 2 through 6 for the Water System Comprehensive Plan. A review schedule was provided to the Committee with the draft document.

Chapter 2 Planning Considerations provides a history of the system, retail service areas, neighbors, interaction with neighbors.

Chapter 3 Policies and Criteria was previously brought before Council for a thorough review. Any comments received have been captured in this draft.

Chapter 4 Water Requirements describes anticipated demand based upon data provided by Planning Services and the Puget Sound Regional Council.

Table 4.8 on page 4-24 shows the classification/customer projections broken down by Water Service Area (described in section 4.7). Single family residential shows anticipated growth in the Lea Hill Service Area. The Valley Service Area shows significant increase in multifamily population primarily due to significant growth in commercial employment within that Service Area.

Director Snyder said that the City has been identified to add approximately 9,600 new housing units by 2030. The Puget Sound Regional Council and King County anticipate 1.1 million new residents in the region by 2030. The majority of these will be through higher density housing.

Fenhaus reviewed Table 4.17 on page 4-43 showing anticipated daily demand by Service Area.

Fenhaus presented Chapter 6 Water Resources, which describes supply. Figure 6.2 on page 6-18 shows the Maximum Daily Demand (MDD) Ability to Pump. The figure includes the ability to pump compared to projected demands. When the supply lines cross the demands we need to look at improvements to our sources. These are our capital projects. Chairman Osborne asked what is the current maximum production level per day. Fenhaus responded that we currently have an adequate supply and do for the next few years. Chairman Osborne asked about the wells that are currently offline

Chapter 5 Existing System describes the current system and further defines the Service Areas. Vice-Chair Peloza asked for clarification regarding the vertical turbine pump for Well 1 on page 5-20. Gaub clarified that it is a replacement and not an additional pump. Vice-Chair Peloza asked about wells that have generators that aren't being serviced right now. Is it possible to move these to wells that are in use that need a generator? Gaub responded affirmatively that existing generators are assessed first, but due to size requirements transferring them is not always feasible.

E. Capital Project Status Report (Sweeting)

Item 6 – CP1024 – AWS and M Street SE Intersection Improvements:
Assistant City Engineer Sweeting clarified that staff have received a delivery date of the signal equipment in December so the completion date in December 2014 is potentially achievable.

Item 11 – CP1409 – Oravetz Place Flooding Mitigation:
Responding to a question asked by Member Peloza, Assistant City Engineer Sweeting stated that the project is a small project and is intended to be completed by the end of December.

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

There were no questions from the Committee.

G. Action Tracking Matrix (Gaub)

Community Development and Public Works Director Snyder mentioned that we are holding a series of meetings regarding the system development charges for utilities. Meetings are being held with the Master Builders' Association of King & Snohomish County, the Master Builders' Association of Pierce County, and a public meeting for developers currently doing business with the City will be held on Thursday, November 20 at 5:30 in the Customer Service Center.

H. Auburn Manor Leak Adjustment (Coleman)

For the purpose of these minutes, this item was discussed after Discussion Item A.

Finance Director Coleman provided background information on Auburn Manor. This mobile home park has one domestic water meter feeding the entire park (approximately 125-130 units). The system is old and has frequent recurring leaks around the facility. The facility has a swimming pool and is charged for sewer since they irrigate.

Customer Care Manager Goodson-Moore stated that Auburn Manor has had leak issues in the past, and in October 2006 Auburn Manor received a refund check from the City for $121,000.00 after documentation was provided that all leaks were fixed. This was in addition to a previous adjustment in 2003 of $30,000.00.

Goodson-Moore provided several examples of similar properties that have been denied adjustments because of persistent leaks that have not been repaired. Chairman Osborne asked what the leak adjustment amounts were for these examples. Coleman stated that the leak adjustment amount is not calculated if the request is denied.

Concurrence to deny.

I. Quarterly Financial Report (Coleman)

For the purpose of these minutes, this item was discussed after Discussion Item H.

Coleman presented the Quarterly Financial Report. We are on track with the current budget. Property tax is pretty close to budget. Sales tax is running above the 4-5% increase budgeted for 2014. Building permits and other licenses and permits may taper in a year or two. Construction sales tax budgeted $1.6 million for 2014, which is used for the he Save our Streets fund.

Water, sewer and storm funds are doing better than anticipated due to the rate increase 1.5 years ago. The utility funds are now operating with some income, which is used for capital projects.

Vice-Chair Peloza asked a question regarding fees charged by credit card companies. This was followed by a group discussion.

V. ADJOURNMENT

There being no further business to come before the Public Works Committee, the meeting was adjourned at 4:48 p.m.

Approved this 1st day of December, 2014.

Wayne Osborne
Chairman

Molly Mendez
Public Works Department Secretary

AGENDA BILL APPROVAL FORM

Agenda Subject:
November 17, 2014 Minutes

Date:
November 25, 2014

Department:
Administration

Attachments:
11-17-2014 Mintues

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Wales

Staff:

Meeting Date: December 1, 2014

Item Number: FN.1

CITY OF AUBURN WASHINGTON	**Finance Committee** **November 17, 2014 - 5:00 PM** **Annex Conference Room 1** **MINUTES**

I. CALL TO ORDER

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

A. Roll Call

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

Officials and staff members present included: Mayor Nancy Backus, City Attorney Daniel B. Heid, Finance Director Shelley Coleman, Director of Community Development and Public Works Kevin Snyder, Customer Care Manager Brenda Goodson-Moore and Deputy City Clerk Shawn Campbell.

B. Announcements

There was no announcement.

C. Agenda Modifications

Updated exhibits for Ordinance No. 6533 were provided at the meeting.

II. CONSENT AGENDA

A. November 3, 2014 Minutes

Member Trout moved and Vice Chair Holman seconded to approve the November 3, 2014 minutes.

MOTION CARRIED UNANIMOUSLY. 3-0

B. Claims Vouchers (Coleman)
Claims voucher numbers 431138 through 431307 in the amount of $1,976,866.07 and dated November 17, 2014.

Member Trout moved and Vice Chair Holman seconded to approve the claims and payroll vouchers as presented.

MOTION CARRIED UNANIMOUSLY. 3-0

C. Payroll Vouchers (Coleman)
Payroll check numbers 535092 through 535125 in the amount of $890,419.15, electronic deposit transmissions in the amount of

$1,300,870.369 for a grand total of $2,191,289.51 for the period covering October 30, 2014 to November 12, 2014.

See claims vouchers for Committee action on payroll vouchers.

III. ORDINANCES

A. Ordinance No. 6538 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, establishing the levy for regular property taxes by the City of Auburn for collection in 2015 for general City operational purposes in the amount of $16,879,116.00

Director Colman presented Ordinance No. 6538 setting the property tax levy for 2015. She stated the property tax levy amount for 2015 is almost $16.9 million. This includes estimated property taxes on new construction of $260,000. The estimated levy rate is approximately $2.04 per $1,000 assessed value compared to $2.15 per $1,000 assessed value in 2014.

Vice Chair Homan moved and Member Trout seconded to approve and forward Ordinance No. 6538 to full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 3-0

IV. DISCUSSION ITEMS

A. 2014 Third Quarter Financial Report (Coleman)

Director Coleman presented the 2014 Third Quarter Financial report. Director Coleman explained revenues are above the budgeted amounts and expenditures are below budget. The Sewer Fund is operating with a positive income for the first time in many years.

Chair Wales asked if cleanup from a recent storm event would be in the report. Director Coleman explained the City has funds dedicated to this type of event. If the clean up cost exceeds $5,000, the City will file an insurance claim for reimbursement.

Chair Wales requested Director Coleman present to the Committee at the next meeting her recommendation on how the full Council could review this type of information once the Council moves to Study Sessions.

B. Auburn Manor Leak Adjustment (Coleman)

Director Coleman presented the proposed leak adjustment. She explained the mobile home park is served by one domestic meter for all of the residents. The park has repaired most of the leaks. The infrastructure is old and fails frequently. The park received a rebate in 2006 for $121,000.

The Committee discussed ongoing leak adjustments and the possibility of requiring the property owner to repair and maintain the infrastructure. The Committee also discussed requiring the property owner to put in an irrigation meter. The residents who live in the court pay the bills, they should be the ones to receive the credit. The population at the court is mostly elderly and they would have a difficult time moving to another location.

Customer Care Manager Goodson-Moore explained there are two different ways to calculate the leak adjustment. If the City calculates the adjustment for two months, the total credit would be $5,579.03. If the City calculates it for six months, the total credit would be $22,238.55. A portion of either credit would be paid by Metro Sewer.

Member Holman stated if the City provides the larger credit he would want to require the property owner to upgrade the infrastructure in the park.

C. Ordinance No. 6533 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, adopting the 2015-2016 Biennial Budget for the City of Auburn, Washington

Director Coleman presented Ordinance No. 6533. She stated the entire budget process is included in the two attachments in the agenda packet.

Mayor Backus asked if the 2015 - 2016 Budget will include the funds for the King County Public Health Clinic. Director Coleman stated those funds will not be a part of this budget. The department will bring forward a budget amendment in early 2015 with the adjustment.

D. Ordinance No. 6539 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6432, the 2013-2014 Biennial Budget Ordinance, as amended by Ordinance No. 6456, Ordinance No. 6462, Ordinance No. 6472, Ordinance No. 6473, Ordinance No. 6474, Ordinance No. 6481, Ordinance No. 6502, Ordinance No. 6510, authorizing amendment to the City of Auburn 2013-2014 Budget as set forth in Schedule “A” and Schedule “B”

Director Coleman presented Ordinance No. 6539. The ordinance is the final budget amendment for the 2013 - 2014 Budget. The amendment is mostly housekeeping items and closing out LID 250 and the Golf Course Fund.

Chair Wales noted the City has invested in the Auburn Municipal Airport a great deal this year including a slurry seal, moving the business office and internet access.

V. ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 5:33 p.m.

APPROVED this 1st day of December, 2014.

LARGO WALES, CHAIR | Shawn Campbell, Deputy City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the November 17, 2014 Regular Meeting

Date:
November 25, 2014

Department:
Administration

Attachments:
11-17-2014 minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: December 1, 2014

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Meeting** **November 17, 2014 - 7:30 PM** **Auburn City Hall** **MINUTES**

I. CALL TO ORDER

A. Flag Salute

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

B. Roll Call

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

Department Directors and staff members present included: Parks, Arts and Recreation Director Daryl Faber, City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Assistant Police Chief Bill Pierson, Director of Administration Michael Hursh, Finance Director Shelley Coleman, Innovation and Technology Customer Support Manager Reba Stowe, Economic Development Manager Doug Lein, and Deputy City Clerk Shawn Campbell.

C. Announcements, Appointments, and Presentations

1. Entrepreneurship Week Proclamation
   Mayor Backus to proclaim November 17-23, 2014 as "Entrepreneurship Week" in the City of Auburn.

   Mayor Backus read a proclamation declaring November 17-23, 2014 as "Entrepreneurship Week" in the City of Auburn. Auburn Mountainview DECA students Taylor Shirley and Ellie Ness accepted the proclamation.

   Taylor Shirley talked about students pursuing entrepreneurship opportunities in the area.

2. Shop Local Presentation by Auburn Downtown Association

   Laura Westergard and Laura Theimer from the Auburn Downtown Association presented Council and the Citizens of Auburn a challenge to shop downtown first. Ms. Westergard noted that November 29th is shop local Saturday and encouraged everyone to shop Auburn downtown businesses. The Downtown Association presented Council with "Shop Local" reusable bags.

3. Independent Salary Commission Appointments

   City Council to approve the following appointments to the Independent Salary Commission. Per Ordinance No. 6504 which establishes the Independent Salary Commission, the first five commission members shall be appointed for different terms, as follows:

One Year Term:

Terry Hurlbut – appointed to serve a one year term expiring December 31, 2015.

Two Year Term :

Ronald Beyersdorf - appointed to serve a two year appointment expiring December 31, 2016.

Three Year Term:

Nancy Colson– appointed to serve a three year term expiring December 31, 2017.

Four Year Term:

Cindy Gonzalez –appointed to serve a four year term expiring December 31, 2018.

Isaiah Johnson – appointed to serve a four year term expiring on December 31, 2018.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the appointment of the members of the Independent Salary Commission.

Deputy Mayor Wagner noted the Independent Salary Commission decisions are binding and final.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Agenda Modifications

Appointments to the Independent Salary Commission were added under Announcements, Appointment and Presentations. Resolution No. 5110 was removed and Resolution No. 5111 was added to the Agenda.

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. 2015-2016 Preliminary Biennial Budget (Wales/Coleman)
All persons interested are encouraged to participate in this public hearing by making comments, proposals, and suggestions to the City Council and Mayor to consider prior to adoption of the City of Auburn's 2015-2016 Biennial Budget.

Director Coleman presented the 2015 - 2016 Biennial Budget review process and she reviewed the 2015 property tax levy.

Mayor Backus opened the public hearing at 7:52 p.m. No one present requested to speak regarding the budget, and the hearing was closed.

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City

Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

Elam Anderson, 2301 23rd Ave E, Auburn
Mr. Anderson questioned the funding for the Auburn Veteran's Day Parade. He spoke about his concerns regarding veterans benefits and programs in the City of Auburn, Washington State and nationally.

Mayor Backus noted the cost to the City for the parade is under $10,000 and the Muckleshoot Indian Tribe contributed $6,500 to the parade. The Mayor noted the City of Auburn is very involved in veterans services.

C. **Correspondence**

There was no correspondence for Council review.

III. **COUNCIL COMMITTEE REPORTS**

A. **Municipal Services**

Chair Peloza reported the Municipal Services Committee met on November 10, 2014. The Committee reviewed Resolution No. 5110 regarding the PSERN agreement and Resolution No. 5096 regarding the 2014 King County Hazard Mitigation Plan. The Committee also discussed pet licensing and SCORE jail. The next regular meeting of the Municipal Services Committee is scheduled for November 24, 2014.

B. **Planning & Community Development**

Chair Holman reported the Planning and Community Development Committee meet on November 10, 2014. The Committee reviewed Public Works Project CP1015. The Committee also discussed the Water System Comprehensive Plan review and Comprehensive Plan amendments. The next Planning and Community Development Committee meeting is November 24, 2014.

C. **Public Works**

Chair Osborne reported the Public Works Committee met earlier today. The Committee reviewed Public Works Project CP1410 regarding the Arterial and Collector Crack Seal project, the annual on call amendments for professional services agreements and Resolution No. 5111 regarding emergency repairs to the traffic signal at the intersection of Oravetz Road and Kersey Way. The Committee also discussed Ordinance No. 6539 regarding the 2013 - 2014 Biennial Budget, Ordinance No. 6541 regarding Comprehensive Plan amendments, final pay agreement for CP0607, Water System Comprehensive Plan review, a water leak adjustment, the Third Quarter Financial Report and the capital projects status report. The next regular meeting of the Public Works Committee is scheduled for December 1, 2014

D. **Finance**

Chair Wales reported the Finance Committee met this evening at 5:00. The Committee approved claims vouchers in the amount of $1,976,866.07 and wire transfers and payroll vouchers in the amount of $2,191,289.51. The Committee also forwarded Ordinance No. 6538 regarding establishing the levy for regular property taxes to full Council for consideration. The Committee discussed the Third Quarter Financial Report, a water leak adjustment for Auburn Manor, Ordinance No. 6533 regarding the 2015 - 2016 Biennial Budget and Ordinance No. 6539 regarding the final budget amendment to the 2013 - 2014 budget. The next regular meeting of the Finance Committee is scheduled for December 1, 2014.

E. **Les Gove Community Campus**

The next regular meeting of the Les Gove Community Campus Committee is scheduled for November 26, 2014.

F. **Council Operations Committee**

The next regular meeting of the Council Operations Committee is scheduled for November 24, 2014.

G. **Junior City Council**

Deputy Mayor Wagner reported the Junior City Council met this evening at 5:00. The Committee discussed red light and school zone cameras and an anti-bullying campaign. The next regular meeting of the Junior City Council is scheduled for December 15, 2014.

IV. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. November 3, 2014 Regular Meeting Minutes

B. Claims Vouchers (Wales/Coleman)
Claims voucher numbers 431138 through 431307 in the amount of $1,976,866.07 and dated November 17, 2014.

C. Payroll Vouchers (Wales/Coleman)
Payroll check numbers 535092 through 535125 in the amount of $890,419.15, electronic deposit transmissions in the amount of $1,300,870.369 for a grand total of $2,191,289.51 for the period covering October 30, 2014 to November 12, 2014.

D. Project CP0607 (Holman/Snyder)
City Council to accept construction of Project CP0607, Auburn Activity Center at Les Gove, and approve Final Pay Estimate No. 18 in the amount of $17,991.31

E. Public Works Project No. CP1410 (Osborne/Snyder)
City Council to approve Final Pay Estimate No. 1 to Small Works Contract No. 14-22 in the amount of $62,156.51 and accept construction of Project No. CP1410, 2014 Arterial & Collector Crack Seal Project

F. Annual On-Call Agreements (Osborne/Snyder)
City Council to approve the annual on-call Professional Service amendments for 2015

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

MOTION CARRIED UNANIMOUSLY. 7-0

V. UNFINISHED BUSINESS

There was no unfinished business.

VI. NEW BUSINESS

There was no new business.

VII. ORDINANCES

A. Ordinance No. 6538 (Wales/Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, establishing the levy for regular property taxes by the City of Auburn for collection in 2015 for general City operational purposes in the amount of $16,879,116.00

Councilmember Wales moved and Councilmember Holman seconded to adopt Ordinance No. 6538.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6541 (Holman/Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, relating to Planning; adopting Comprehensive Plan Text Amendments pursuant to the provisions of RCW Chapter 36.70

Councilmember Holman moved and Councilmember Wales seconded to adopt Ordinance No. 6541.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. RESOLUTIONS

A. Resolution No. 5106 (Peloza/Tiedeman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a 3 year agreement with GATSO USA, Inc. for photo enforcement solutions

Councilmember Peloza moved and Councilmember Osborne seconded to adopt Resolution No. 5106.

Councilmember Peloza explained the City had a photo enforcement program previously and the Council requested staff put the contract out to bid again for the program. Out of the three responses the Municipal Services Committee recommended GATSO for a three year contract.

Councilmember Osborne stated if the City relocates a camera to a new location there will be a 30 day warning ticket period. The cameras also allow for amber alert notification and the administrative fees will not have a budget impact for the City.

Councilmember Wales spoke of her concerns regarding photo enforcement including the need for photo enforcement, perception of the citizens and visitors to the City, less officers on the street for community policing and warning signs at intersections that do not have cameras.

Mayor Backus noted the City has started removing signs where there is no photo enforcement camera.

Deputy Mayor Wagner reported the Junior City Councilmembers discussed this at their meeting earlier tonight. The Councilmembers feel the red light cameras are a safety improvement for the City.

Councilmember Holman stated the purpose of photo enforcement is to reduce accidents. During the time the City had Redflex there was no reduction in the number of accidents. The cameras could not be used to investigate criminal activities. He feels the enforcement should be done by an officer on the street.

Councilmember Peloza stated he likes the signs at all intersections and supports the cameras.

Councilmember DaCorsi stated when he researched the statistics on photo enforcement in other jurisdictions where they have seen an increase in traffic accidents. He wants the City to be a friendly place to live and feels the red light camera systems are unfriendly.

Councilmember Trout stated this needs to be looked at as a safety issue and not a revenue source. She does not want red light cameras in the City.

Deputy Mayor Wagner stated fatal accidents are reduced and there is down trend of collisions in the City. He noted the City is a safer place to drive since the cameras have been installed.

MOTION FAILED 3 - 4 -Councilmembers Wales, Holman, DaCorsi and Trout voted no.

B. Resolution No. 5111
A Resolution of the City Council of the City of Auburn, Washington, confirming the determination of emergency for repairs to the traffic signal at the intersection of Oravetz Road and Kersey Way and ratifying and confirming prior acts

Councilmember Osborne moved and Councilmember Peloza seconded to adopt Resolution No. 5111.

MOTION CARRIED UNANIMOUSLY. 7-0

IX. REPORTS

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

A. From the Council

Deputy Mayor Wagner reported he attended a DARE Graduation, a Senior Center Coffee Hour and the Western Washington College of Engineering Advisory Board meeting.

Councilmember Trout reported she attended the Veteran's Day celebrations.

Councilmember Osborne reported he attended the Veteran's Day celebrations.

Councilmember Peloza reported he attended the Veteran's Day celebrations, the Buena Vista Seventh-day Adventist School Veteran's assembly, Sound Cities Association Public Issues Committee meeting, Water Resources Inventory Association No. 9 (WRIA 9) meeting, the Lower Green River System Framework meeting and the King County Solid Waste Advisory Committee meeting.

Councilmember Wales reported she attended the Veteran's Day celebrations.

Councilmember DaCorsi reported he attended the Association of Washington Cites Legislative Committee meeting.

B. **From the Mayor**

Mayor Backus read a portion of the King County Council budget synopsis that relates to the King County Public Health Clinic in the City of Auburn staying open.

Mayor Backus reported she the attended the Veteran's Day celebrations. Mayor Backus recognized Kristy Pachciarz and Julie Krueger from the Parks Department for the amazing Veterans Day celebration. Mayor Backus also attended the high school band competition held at Troy Field.

X. EXECUTIVE SESSION

At 9:02 p.m., Mayor Backus recessed the meeting to executive session for approximately fifteen minutes in order to discuss pending/potential litigation pursuant to RCW 42.30.110(1)(i). Mayor Backus indicated no Council action would follow the executive session. City Attorney Heid and Finance Director Shelley Coleman attended the executive session.

Mayor Backus reconvened the meeting at 9:18 p.m.

XI. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 9:18 p.m.

APPROVED this 1st day of December, 2014.

NANCY BACKUS, MAYOR	Shawn Campbell, Deputy City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers

Date:
November 25, 2014

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve claims vouchers.

Background Summary:

Claims voucher numbers 431308 through 431472 in the amount of $3,039,619.66 and two wire transfers in the amount of $2,816.54 and dated December 1, 2014.

Reviewed by Council Committees:

Finance

Councilmember:	Wales	**Staff:**	Coleman
Meeting Date:	December 1, 2014	**Item Number:**	CA.B

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers

Date:
November 25, 2014

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 535126 through 535199 in the amount of $363,247.58 and electronic deposit transmissions in the amount of $1,369,666.42 for a grand total of $1,732,914.00 for the period November 13, 2014 to November 26, 2014.

Reviewed by Council Committees:

Finance

Councilmember:	Wales	**Staff:**	Coleman
Meeting Date:	December 1, 2014	**Item Number:**	CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Small Works Project No. EM1303

Date:
November 19, 2014

Department:
Administration

Attachments:
Final Pay Estimate

Budget Impact:
$0

Administrative Recommendation:

City Council approve final payment for Small Works Contract No. 13-22 in the amount of $60,672.38 and accept Project No. EM1303, R Street Emergency Repairs.

Background Summary:

In July 2013, the City acquired the property located at 2840 Riverwalk Drive in Auburn. All buildings had been vandalized and in need of repairs for safety and security.

The main building has been returned to its original condition.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne **Staff:** Hursh

Meeting Date: December 1, 2014 **Item Number:** CA.D

SIERRA CONSTRUCTION COMPANY, INC.
General Contractors

INVOICE

TO: City of Auburn
25 West Main Street
Auburn, WA 98001

PROJECT: R ST. PROP. EMERGENCY REPAIRS
2840 Riverwalk Drive
Auburn, WA 98002

REQUEST #: 2131004
JOB #: 02-13-10
PERIOD TO: October 31, 2014
TERMS: Net 30

FROM: Sierra Construction Company, Inc.
19900 144th Ave. NE
Woodinville, WA 98072

INVOICE SUMMARY		VALUE OF WORK COMPLETED	PREVIOUSLY COMPLETED	CURRENT AMOUNT DUE
Amount per attached listing:		$314,402.25	$256,342.55	$58,059.70
Less Retainage:		$15,720.14	$12,817.15	$2,902.99
SUBTOTAL:		$298,682.11	$243,525.40	$55,156.71
Washington State Sales Tax:	9.5%	$29,868.21	$24,352.54	$5,515.67
TOTAL		$328,550.32	$267,877.94	**$60,672.38**

AMOUNT DUE 11/30/2014 **$60,672.38**

RECEIVED

NOV 5 2014

City of Auburn
Community Dev & Public Works

Approval for Payment
Proj # ______ Date 11-10-14 Initial SM
☐ DESGN ☐ ROWAY ☐ CONST
☐ ENVIR ☐ VENGR Task ______
GL Code ____ . ____ . ____ . ____ . ____
Description ______________

For Office Use Only. Customer #. 01-CITAUB Accounting Date: 10/31/2014

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Auburn 25 West Main Street Auburn, Wa 98001	FROM CONTRACTOR: Sierra Construction Company, Inc. 19900 144th Ave NE Woodinville, WA 98072 PROJECT: R ST. PROP. EMERGENCY REPAIRS 2840 Riverwalk Drive Auburn, WA 98002	APPLICATION NO: 021310-04 INVOICE DATE: 10/31/2014 PROJECT NO: 02-13-10 PERIOD TO: 10/31/2014 CONTRACT DATE: 12/31/2013	[X] CONTRACTOR [X] OWNER [ ] ARCHITECT

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT:

1. ORIGINAL CONTRACT SUM		$312,209.00
2. Net change by Change Orders		$2,193.25
3. CONTRACT SUM TO DATE (Line 1 + 2)		$314,402.25
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Sheet)		$314,402.25
5. RETAINAGE		
a. 5.00 % of Completed Work (Column D + E on Continuation Sheet)	$15,720.14	
b. 0.00% of Stored Material (Column F on Continuation Sheet)	$0.00	
Total Retainage (Line 5a + 5b or Total Columns I on Continuation Sheet)		$15,720.14
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$298,682.11
7. WASHINGTON STATE SALES TAX		$29,868.21
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 and 7 from prior Certificate)		$267,877.94
9. **CURRENT PAYMENT DUE**		$60,672.38
10. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$15,720.14

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,193.25	
Total approved this month		
TOTALS	$2,193.25	
NET CHANGES by Change Order	$2,193.25	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sierra Construction Company, Inc.

By: [signature] Date: 11/3/2014

State of: Washington
County of: King
Sworn and subscribed to before me this 3rd day of November 2014
Notary Public: [signature]
My Commission expires: 7-1-2015

ELIZABETH A. ANDERSEN NOTARY PUBLIC COMMISSION EXPIRES 7-1-2015 STATE OF WASHINGTON

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED............... $ ______________

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: ______________ Date: ______________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items apply.

Project: 021310 / R ST. PROP. EMERGENCY REPAIRS

APPLICATION NO.: 021310-04
APPLICATION DATE: 10/31/2014
PERIOD TO:: 10/31/2014
PROJECT NO.: 02-13-10

A	B	C	D	E	F	G	H	I		J	K
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL CONTRACT	APPROVED CHANGES	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	% (I/E)	BALANCE TO FINISH	RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (F+G)	THIS PERIOD					
01	General Requirements	$ 65,928.00	$ 0.00	$ 65,928.00	$ 59,335.20	$ 6,592.80	$ -	$ 65,928.00	100 %	$ -	$ 3,296.40
02	Site Conditions	$ 20,232.00	$ 0.00	$ 20,232.00	$ 18,208.80	$ 2,023.20	$ -	$ 20,232.00	100 %	$ -	$ 1,011.60
06	Wood & Plastics	$ 4,000.00	$ 0.00	$ 4,000.00	$ 4,000.00	$ -	$ -	$ 4,000.00	100 %	$ -	$ 200.00
08	Doors & Windows	$ 12,046.00	$ 0.00	$ 12,046.00	$ 12,046.00	$ -	$ -	$ 12,046.00	100 %	$ -	$ 602.30
09	Finishes	$ 44,128.00	$ 0.00	$ 44,128.00	$ 44,128.00	$ -	$ -	$ 44,128.00	100 %	$ -	$ 2,206.40
10	Specialties	$ 9,446.00	$ 0.00	$ 9,446.00	$ 9,446.00	$ -	$ -	$ 9,446.00	100 %	$ -	$ 472.30
12	Furnishings	$ 1,000.00	$ 0.00	$ 1,000.00	$ 1,000.00	$ -	$ -	$ 1,000.00	100 %	$ -	$ 50.00
15	Mechanical	$ 17,182.00	$ 0.00	$ 17,182.00	$ 17,182.00	$ -	$ -	$ 17,182.00	100 %	$ -	$ 859.11
16	Electrical	$ 118,730.00	$ 0.00	$ 118,730.00	$ 71,238.00	$ 47,492.00	$ -	$ 118,730.00	100 %	$ -	$ 5,936.50
40	Change Order 1	$ 0.00	$ 2,193.25	$ 2,193.25	$ 2,193.25	$ -	$ -	$ 2,193.25	100 %	$ -	$ 109.66
50	Overhead & Profit	$ 19,517.00	$ 0.00	$ 19,517.00	$ 17,565.30	$ 1,951.70	$ -	$ 19,517.00	100 %	$ -	$ 975.87
	TOTAL	$ 312,209.00	$ 2,193.25	$ 314,402.25	$ 256,342.55	$ 58,059.70	$ -	$ 314,402.25	100 %	$ -	$ 15,720.14

INTERIM LIEN/CLAIM WAIVER

FROM: Sierra Construction Company, Inc.
(Name of Firm Giving Release)
19900 144th Ave. NE
(Business Address)
Woodinville, WA 98072
(City, State, Zip Code)
Contact Person:
Contact Telephone:

PROJECT: R ST. PROP. EMERGENCY REPAIRS
(Project Name)
2840 Riverwalk Drive
(Project Address)
Auburn, WA 98002
(City, State, Zip Code)
Project Manager: Dave Buckholtz
Project Telephone:

CONDITIONAL RELEASE

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from City of Auburn. in the sum of $ 60,672.38 and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release any and all claims and rights of lien which the undersigned has on the above referenced job for labor, service, equipment, materials furnished and/or claims through 10/31/2014 except it does not cover any retention or items furnished thereafter. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WA THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature: Jared Cooper
(Authorized Signature)
Project Manager
(Title)
Dated this 3rd day of November, 2014
State of: Washington
County of King)
On this 3rd day of November 2014, before me
personally appeared Jarrod Cooper
(name)
known to me to be the Project Mgr
(title)
of Sierra Construction

which executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and stated that he/she is authorized to execute this instrument on behalf of this aforementioned entity.

IN WITNESS HEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written..

x Elizabeth Anderson
Notary Public in and for the State of Washington
residing at Woodinville
Commission expires 7-1-2015

ELIZABETH A. ANDERSEN NOTARY PUBLIC COMMISSION EXPIRES 7-1-2015 STATE OF WASHINGTON

UNCONDITIONAL RELEASE

The undersigned does hereby acknowledge that the undersigned has been paid and has received progres payments in the sum of $ 267,877.94 for labor, service, equipment or materials furnished to the above referenced job and does hereby release any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers all payment for labor, services, equipment, materials furnished and/or claims to the above referenced job through 3/31/2014 only and does not cover any retention or items furnished after that date..

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.

Signature: Jared Cooper
(Authorized Signature)
Project Manager
(Title)
Dated this 3rd day of November, 2014
State of: Washington
County of King)
On this 3rd day of November 2014, before me
personally appeared Jarrod Cooper
(name)
known to me to be the Project Manager
(title)
of Sierra Const. Co.

which executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and stated that he/she is authorized to execute this instrument on behalf of this aforementioned entity.

IN WITNESS HEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written..

x Elizabeth Anderson
Notary Public in and for the State of Washington
residing at Woodinville
Commission expires 7-1-2015

ELIZABETH A. ANDERSEN NOTARY PUBLIC COMMISSION EXPIRES 7-1-2015 STATE OF WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6533

Date:
November 20, 2014

Department:
Finance

Attachments:
Ordinance No. 6533

Budget Impact:
$0

Administrative Recommendation:

City Council to introduce and adopt Ordinance No. 6533, establishing the Citys budget for 2015-2016.

Background Summary:

Budget Process: In June, the City began the process of developing the budget for the 2015-2016 biennium. This included budget workshops and public hearings as follows:
- July 9: Fund and Budget Process Overview (workshop #1)
- August 12 and 26: General, Proprietary, Capital and Special Revenue Funds (workshops #2 and #3)
- September 10: General, Proprietary, Capital and Special Revenue Funds (workshop #4)
- September 15: Review General Fund revenues; first public hearing on budget
- September 18: General, Proprietary, Capital and Special Revenue Funds (workshop #5)

During these presentations and workshops, Council provided policy guidance to the administration. These included clarifying 2013-2014 accomplishments and expanding upon 2015-2016 goals and objectives.

<u>2015-2016 Preliminary Budget</u>: A copy of the 2015-2016 Preliminary Budget was filed with the City Clerk, distributed to Council, and made available to the public on October 17, 2014.

<u>Ordinance No. 6533:</u> Council's approval of Ordinance No. 6533 will establish the City's 2015-2016 biennial budget. As the budget has been reviewed by Council during the budget workshops, adoption of Ordinance 6533 is scheduled as follows:
- November 17: First reading by the Finance Committee and a public hearing before the full Council.

- December 1: Second and final reading by the Finance Committee with referral to the full Council for adoption.

Staff recommends Council approval of Ordinance No. 6533.

Reviewed by Council Committees:

Finance

Councilmember:	Wales	**Staff:**	Coleman
Meeting Date:	December 1, 2014	**Item Number:**	ORD.A

ORDINANCE NO. 6533

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ADOPTING THE 2015-2016 BIENNIAL BUDGET FOR THE CITY OF AUBURN, WASHINGTON

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. That pursuant to the provisions of Chapter 35A.34, the Mayor of the City of Auburn has heretofore duly completed and placed on file with the City Clerk of the City of Auburn a preliminary biennial budget for 2015-2016, and that notice was thereupon duly published, as required by law, stating that the Mayor had completed and placed on file such preliminary budget and a copy would be furnished to any taxpayer who would call therefore at the office of the City Clerk, and that the City Council of the City of Auburn would meet on November 17, 2014 at 7:30 p.m. for the purpose of fixing the budget and any taxpayer might appear at such time and be heard for or against any part of such budget, and designated the place of such meetings as the Council Chambers of Auburn City Hall, 25 West Main Street, Auburn, Washington; That the Mayor of the City of Auburn duly provided a suitable number of copies of such detailed preliminary budget to meet the reasonable demands of taxpayers therefore; That the Mayor and the City Council of the City of Auburn met at the time designated in said notice in the Council Chambers of the Auburn City Hall, 25 West Main Street, City of Auburn, on November 17 at 7:30 p.m.; That any and all taxpayers of the City of Auburn were given full opportunity to be heard for or against such budget; That the City Council has conducted public hearings on September 15, 2014 and November 17, 2014 to consider this preliminary budget; That at said meetings said budget was considered; and that, at the meeting held by the City Council on the 1st day of December 2014 the City Council considered modifications of said budget and thereafter approved the 2015-2016 biennial budget for the City of Auburn as herein adopted by this Ordinance as shown on Schedule A.

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

Section 3. **Effective Date.** This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

INTRODUCED: _______________

PASSED: ____________________

APPROVED: _________________

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NANCY BACKUS, MAYOR

ATTEST:

____
Danielle E. Daskam
City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid
City Attorney

PUBLISHED:______________

Schedule A
2015 Budget Summary by Fund

	Fund	Beginning Fund Balance	2015 Resources	2015 Expenditures	Ending Fund Balance
GENERAL FUND		$14,592,724	$58,767,680	$62,813,278	$10,547,126
SPECIAL REVENUE FUNDS	Arterial Street	1,312,844	14,150,590	14,354,730	1,108,704
	Local Street	1,196,068	1,752,500	2,600,000	348,568
	Hotel/Motel Tax	139,991	94,040	86,000	148,031
	Arterial Street Preservation	521,910	2,134,700	2,195,410	461,200
	Drug Forfeiture	505,405	97,100	304,448	298,057
	Housing & Community Development	27,371	450,000	440,000	37,371
	Recreational Trails	36,717	7,130	-	43,847
	Business Improvement Area	41,212	55,060	55,000	41,272
	Cumulative Reserve	5,582,204	1,314,100	658,000	6,238,304
	Mitigation Fees	5,205,964	994,890	3,586,423	2,614,431
DEBT SERVICE	1998 Library Bond	-	279,500	279,500	-
	City Hall Annex 2010 A&B Bond	-	1,695,917	1,695,917	-
	Local Revitalization 2010 C&D Bond	-	594,637	594,617	20
	Golf Course	-	389,195	389,195	-
	LID Guarantee	24,549	20	2,000	22,569
	LID #350	7,864	7,257	7,247	7,874
CAPITAL PROJECTS	Municipal Park Construction	427,106	620,130	540,000	507,236
	Capital Improvements	8,944,989	1,840,247	2,157,368	8,627,868
	Local Revitalization	229,370	250	229,620	-
ENTERPRISE FUNDS	Water	4,526,763	19,158,319	18,310,129	5,374,953
	Sewer	10,794,820	7,985,084	9,954,201	8,825,703
	Sewer Metro	2,447,311	16,101,737	16,056,900	2,492,148
	Storm Drainage	10,674,042	10,141,339	13,034,095	7,781,286
	Solid Waste	2,272,081	13,347,800	12,761,420	2,858,461
	Airport	682,748	1,060,369	1,451,008	292,109
	Cemetery	126,755	1,078,300	1,048,607	156,448
INTERNAL SERVICE FUNDS	Insurance	1,613,131	1,000	218,900	1,395,231
	Workers' Compensation	123,000	860,100	816,601	166,499
	Facilities	1,546,227	3,638,820	3,838,569	1,346,478
	Innovation and Technology	2,363,378	5,660,747	6,195,259	1,828,866
	Equipment Rental	4,324,274	4,210,470	5,349,861	3,184,883
FIDUCIARY FUNDS	Fire Pension	2,580,481	76,000	170,181	2,486,300
PERMANENT FUNDS	Cemetery Endowment Care	1,663,664	34,200	-	1,697,864
TOTAL		$84,534,959	$168,599,228	$182,194,484	$70,939,703
TOTAL BUDGET		$253,134,187		$253,134,187	

Schedule A
2016 Budget Summary by Fund

	Fund	Beginning Fund Balance	2016 Resources	2016 Expenditures	Ending Fund Balance
GENERAL FUND		$10,547,126	$59,354,240	$64,735,529	$5,165,837
SPECIAL REVENUE FUNDS	Arterial Street	1,108,704	12,088,787	12,320,712	876,779
	Local Street	348,568	1,602,500	1,600,000	351,068
	Hotel/Motel Tax	148,031	94,940	86,000	156,971
	Arterial Street Preservation	461,200	3,127,300	3,351,390	237,110
	Drug Forfeiture	298,057	97,100	273,028	122,129
	Housing & Community Development	37,371	450,000	440,000	47,371
	Recreational Trails	43,847	7,130	-	50,977
	Business Improvement Area	41,272	55,060	55,000	41,332
	Cumulative Reserve	6,238,304	14,200	1,917,084	4,335,420
	Mitigation Fees	2,614,431	994,890	1,221,827	2,387,494
DEBT SERVICE	1998 Library Bond	-	285,100	285,100	-
	City Hall Annex 2010 A&B Bond	-	1,688,444	1,688,444	-
	Local Revitalization 2010 C&D Bond	20	592,452	592,432	40
	Golf Course	-	351,553	351,553	-
	LID Guarantee	22,569	20	2,000	20,589
	LID #350	7,874	7,256	7,246	7,884
CAPITAL PROJECTS	Municipal Park Construction	507,236	9,016,000	9,155,000	368,236
	Capital Improvements	8,627,868	1,756,036	5,561,324	4,822,580
	Local Revitalization	-	-	-	-
ENTERPRISE FUNDS	Water	5,374,953	14,264,636	15,748,910	3,890,679
	Sewer	8,825,703	8,171,011	9,793,077	7,203,637
	Sewer Metro	2,492,148	16,333,387	16,317,200	2,508,335
	Storm Drainage	7,781,286	9,576,161	9,784,730	7,572,717
	Solid Waste	2,858,461	13,427,400	13,040,602	3,245,259
	Airport	292,109	881,900	826,807	347,202
	Cemetery	156,448	1,178,300	1,098,229	236,519
INTERNAL SERVICE FUNDS	Insurance	1,395,231	1,000	218,900	1,177,331
	Workers Compensation	166,499	863,100	854,310	175,289
	Facilities	1,346,478	3,598,400	3,797,528	1,147,350
	Innovation and Technology	1,828,866	5,639,465	5,582,583	1,885,748
	Equipment Rental	3,184,883	3,669,480	4,638,014	2,216,349
FIDUCIARY FUNDS	Fire Pension	2,486,300	76,000	170,659	2,391,641
PERMANENT FUNDS	Cemetery Endowment Care	1,697,864	34,200	-	1,732,064
TOTAL		$70,939,703	$169,297,448	$185,515,218	$54,721,933
TOTAL BUDGET		$240,237,151		$240,237,151	

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6539

Date:
November 20, 2014

Department:
Finance

Attachments:
Memo
Ordinance No. 6539
Schedule A
Schedule B

Budget Impact:
$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6539.

Background Summary:

Ordinance No. 6539 (Budget Amendment #9) represents the ninth and final budget amendment for the 2013-2014 biennium and the fourth budget amendment for 2014. For details, see the attached transmittal memorandum and supporting attachments.

Reviewed by Council Committees:

Finance, Public Works

Councilmember:	Wales	**Staff:**	Coleman
Meeting Date:	December 1, 2014	**Item Number:**	ORD.B

Interoffice Memorandum

To: City Council

From: **Shelley Coleman, Finance Director**

CC: Nancy Backus, Mayor

Date: November 12, 2014

Re: Ordinance #6539 – 2013-2014 Budget Amendment #9

The City's biennial 2013-2014 budget is approved by Council as two one-year appropriations. Budget Amendments #1 through #5 amended the budget for calendar year 2013 and Budget Amendments #6 through #8 amended the budget for calendar year 2014. This amendment is the ninth and final budget amendment for the biennium and the fourth budget amendment for calendar year 2014.

Proposed amendments to the 2014 budget are as follows:

Fund Balance Adjustments: This amendment adjusts citywide 2014 budgeted beginning fund balances to reflect actual ending balances as of the end of 2013. The General Fund beginning fund balances are adjusted by a net increase of $43,204.03. This represents a technical correction. In addition, the beginning working capital balance for the Golf Course Debt Service Fund, Fund 417, is increased by $3,326,675.20. This is a technical adjustment needed to complete closure of the Golf Course Debt Service Fund. The beginning working capital balance for the Golf Course Fund, Fund 437, is reduced by $8,164,204.16. This is a technical adjustment needed to complete closure of the Golf Course Fund.

FTE Additions: No new FTEs are authorized under this amendment.

Project Funding Requests: Project funding requests included in this budget amendment establish spending authority for new projects or additional spending authority for existing projects.

- Arterial Street Fund (Fund 102: $97,500.00)
  - Auburn Way South & M Street Improvements (CP1024) – $67,500.00 increase in funding for project; funded by additional Transportation Improvement Board grants.
  - Auburn Way South Pedestrian Improvements (CP 1118) – $15,000.00 increase in funding for project; funded by reimbursement from Comcast and Century Link.
  - Auburn Way South Corridor Improvements (CP 1119) – $15,000.00 increase in funding for project; funded by reimbursement from Comcast and Century Link.

- Municipal Parks Construction Fund (Fund 321: $25,000.00)
  - Lea Hill Park (CP1003) – $25,000.00 for the completion of the Lea Hill Park restroom; funded by Fund 124 Parks Mitigation Fees.

- Storm Fund (Fund 432: $40,000.00)
    - Hi-Crest Storm Pipeline Repair & Replacement (CP1109) – $40,000.00 revenue/reimbursement from Lakehaven Utility District.

Other Requests: Other requests included in this budget amendment establish spending authority for new items such as contracts for services, receipt of grant revenues, purchase of vehicles and equipment, Innovation and Technology items, etc.

- General Fund (Fund 001: $161,224.00)
    - Administration – $55,724.00 increase in budget for temporary staffing and miscellaneous expenditures, which will be funded by an Emergency Management Performance grant as approved by Council in Resolution No. 5097.
    - Parks – $4,500.00 to purchase LED lighting at the Auburn Avenue Theater, funded by a 4Culture grant.
    - Police – $5,000.00 increase in budget to pay for grant-funded training in the investigations unit.
    - General Fund – $96,000.00 receipt of Criminal Justice High Crime revenues from the State Department of Revenue.

- LID 250 Fund (Fund 250: $435,300.00)
    - Increase in budgeted revenues and expense due to the prepayment of Local Improvement District #250 for off-street parking improvements (transfer to Capital Improvements Fund, Fund 328).

- Capital Improvements Fund (Fund 328: $435,300.00)
    - Increase in budgeted revenues due to the prepayment of Local Improvement District #250 for off-street parking improvements.

- Golf Course Debt Service Fund (Fund 417: – $3.32)
    - Technical adjustment, increasing budgeted expenditures to complete closure of the Golf Course Debt Service Fund.

- Golf Course Fund (Fund 437: $118,572.75)
    - Technical adjustment, increasing budgeted expenditures to complete closure of the Golf Course Fund.

- Sewer Metro Sub Fund (Fund 433: $30,000.00)
    - Increase in budgeted expenditures to cover anticipated payments to King County through the remainder of 2014.

- Solid Waste Fund (Fund 434: $150,000.00)
    - Increase in budgeted revenues and expenditures due to the unpredictability of rolloff activity.

- Airport Fund (Fund 435: $200,000.00)
    - Interfund loan from the Capital Improvements Fund (Fund 328) to provide funding for the Auburn Municipal Airport T Hangar Enclosure Project, as approved by Council in Resolution No. 5103.

- Equipment Rental Fund (Fund 550: $93,075.00)
    - $35,040.00 increase in budget to replace a mower (Unit 6909C) that has reached the end of its useful life.
    - $58,035.00 increase in budget to replace a tractor (Unit 6720C) that has failed beyond repair.

Council approval of proposed Ordinance No. 6539 would amend the 2014 budget as follows:

Table 1: 2014 Budget as Amended

2014 Budget as Amended	**$ 284,135,204.94**
Budget Amendment #9 (Ord #6539)	(3,250,000.93)
Revised Budget as Amended	**$280,885,204.01**

Attachments:

- 1. Proposed Ordinance #6539 (budget adjustment #9).
- 2. Summary of proposed 2014 budget adjustments by fund and department (Schedule A).
- 3. Summary of approved changes to adopted 2014 budget by fund (Schedule B).

ORDINANCE NO. 6539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6432, THE 2013-2014 BIENNIAL BUDGET ORDINANCE, AS AMENDED BY ORDINANCE NO. 6456, ORDINANCE NO. 6462, ORDINANCE NO. 6472, ORDINANCE NO. 6473, ORDINANCE NO. 6474, ORDINANCE NO. 6481, ORDINANCE NO. 6502, ORDINANCE NO. 6510, AUTHORIZING AMENDMENT TO THE CITY OF AUBURN 2013-2014 BUDGET AS SET FORTH IN SCHEDULE "A" AND SCHEDULE "B"

WHEREAS, the Auburn City Council at its regular meeting of December 3, 2012, adopted Ordinance No. 6432 which adopted the City of Auburn 2013-2014 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of March 4, 2013, adopted Ordinance No. 6456 (BA#1) which amended Ordinance No. 6432 which adopted the City of Auburn 2013-2014 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of May 28, 2013, adopted Ordinance No. 6462 (BA#2) which amended Ordinance No. 6456 which amended the City of Auburn 2013-2014 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of August 5, 2013, adopted Ordinance No. 6472 (BA#3) which amended Ordinance No. 6462 which amended the City of Auburn 2013-2014 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of September 16, 2013, adopted Ordinance No. 6473 (BA#4) which amended Ordinance No. 6472 which amended the City of Auburn 2013-2014 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of December 2, 2013, adopted Ordinance No. 6481 (BA#5), which amended Ordinance No. 6473 which amended the City of Auburn 2013-2014 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of December 2, 2013, adopted Ordinance No. 6474 (BA#6), which amended Ordinance No. 6481 which amended the City of Auburn 2013-2014 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of March 17, 2014, adopted Ordinance No. 6502 (BA#7), which amended Ordinance No. 6474 which amended the City of Auburn 2013-2014 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of June 16, 2014, adopted Ordinance No. 6510 (BA#8), which amended Ordinance No. 6502 which amended the City of Auburn 2013-2014 Biennial budget; and

WHEREAS, the City of Auburn deems it necessary to appropriate additional funds to the various funds of the 2014 budget as outlined in this Ordinance (BA#9); and

WHEREAS, this Ordinance has been approved by one more than the majority of all councilpersons in accordance with RCW 35A.34.200.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Amendment of the 2013-2014 Biennial Budget. The 2013-2014 Biennial Budget of the City of Auburn is amended pursuant to Chapter 35A.34 RCW, to reflect the revenues and expenditures as shown on Schedule "A" attached hereto and incorporated herein by reference. The Mayor of the City of Auburn, Washington is hereby authorized to utilize revenue and expenditure amounts shown on said Schedule "A" and Schedule "B". A copy of said Schedule "A" and Schedule "B" is on file with the City Clerk and available for public inspection.

Section 2. **Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, the remainder of such code, ordinance or regulation or the application thereof to other person or circumstance shall not be affected.

Section 3. **Implementation.** The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 4. **Effective Date.** This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

INTRODUCED: ______________

PASSED: ____________________

APPROVED: ________________

____
NANCY BACKUS, MAYOR

ATTEST:

____
Danielle E. Daskam
City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid
City Attorney

PUBLISHED:____________________

Schedule A
Summary of 2014 Budget Adjustments by Fund
Budget Amendment #9 Ordinance No. 6539

General Fund (#001)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
General Fund				
2014 Adopted Budget	**8,311,010**	**50,553,102**	**54,498,330**	**4,365,782**
BA#6 (Ordinance #6474, 12.3.2013)	**5,238,690**	**5,047,826**	**4,393,501**	**5,893,015**
BA#7 (Ordinance #6502, 3.17.2014)	**268,348**	**(144,228)**	**589,148**	**(465,028)**
BA#8 (Ordinance #6510, 7.7.2014)	**1,598,340**	**445,499**	**806,088**	**1,237,751**
BA#9 (Proposed Ordinance #6539)				
General Fund Revenues				
Receipt of two quarters of Criminal Justice High Crime revenues from DOR	0	96,000	0	96,000
Administration Department				
Recognition of Emergency Management Performance Grant (EMPG) for temporary staffing and supplies, Resolution No. 5097	0	55,724	55,724	0
Community Development and Public Works Department				
Increase budget for bank card processing fees.	0	0	120,000	(120,000)
New signage for Downtown Parking Management Plan, Resolution No 5031	0	0	10,000	(10,000)
Police Department				
Recognition of pass-through money received for WSORCA training	0	5,000	5,000	0
Parks Department				
Recognition of 4Culture Grant for the purchase of LED lighting at the Auburn Avenue Theater	0	4,500	4,500	0
Beginning Fund Balance				
Technical correction to the 2014 beginning undesignated fund balance to match 2014 actuals.	43,204	0	0	43,204
BA#9 Total	**43,204**	**161,224**	**195,224**	**9,204**
2014 Revised Budget	**15,459,592**	**56,063,423**	**60,482,290**	**11,040,724**
Memo: Unrestricted GF Ending fund balance				**11,040,724**
Total Resources / Expenditures		**71,523,015**		**71,523,015**
8.0% General Fund Reserve Requirement				**4,838,583**

Schedule A
Summary of 2014 Budget Adjustments by Fund
Budget Amendment #9 Ordinance No. 6539

Arterial Street Fund (#102)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	**856,364**	**3,849,658**	**3,892,270**	**813,752**
BA#6 (Ordinance #6474, 12.3.2013)	**130,000**	**1,935,446**	**2,549,006**	**(483,560)**
BA#7 (Ordinance #6502, 3.17.2014)	**961,893**	**5,873,643**	**6,871,306**	**(35,770)**
BA#8 (Ordinance #6510, 7.7.2014)	**487,665**	**0**	**16,265**	**471,400**
BA#9 (Proposed Ordinance #6539)				
Recognition of State Grant for Auburn Way S & M Street Improvement	0	67,500	67,500	0
Project (CP1024).				
Increase budget for Auburn Way S Pedestrian Improvement Project (CP1118)	0	15,000	15,000	0
for design of utility trench, reimbursement from Century Link and Comcast				
Increase budget for Auburn Way S Corridor Improvement Project (CP1119)	0	15,000	15,000	0
for design of utility trench, reimbursement from Century Link and Comcast				
BA#9 Total	**0**	**97,500**	**97,500**	**0**
2014 Revised Budget	**2,435,922**	**11,756,247 0**	**13,426,347 0**	**765,822**
Total Resources / Expenditures		**14,192,169**		**14,192,169**

Mitigation Fees Fund (#124)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	**2,531,402**	**880,000**	**426,050**	**2,985,352**
BA#6 (Ordinance #6474, 12.3.2013)	**0**	**1,045,300**	**1,090,790**	**(45,490)**
BA#7 (Ordinance #6502, 3.17.2014)	**0**	**0**	**1,103,872**	**(1,103,872)**
BA#8 (Ordinance #6510, 7.7.2014)	**2,109,366**	**0**	**0**	**2,109,366**
BA#9 (Proposed Ordinance #6539)				
Transfer Out - Parks Mitigation Fees to Fund 321 for Lea Hill Park	0	0	25,000	(25,000)
restroom (CP1003).				
BA#9 Total	**0**	**0**	**25,000**	**(25,000)**
2014 Revised Budget	**4,640,768**	**1,925,300**	**2,645,712**	**3,920,356**
Total Resources / Expenditures		**6,566,068**		**6,566,068**

Schedule A
Summary of 2014 Budget Adjustments by Fund
Budget Amendment #9 Ordinance No. 6539

LID #250 (#250)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	369	56,393	56,373	389
BA#6 (Ordinance #6474, 12.3.2013)	0	0	0	0
BA#7 (Ordinance #6502, 3.17.2014)	0	0	0	0
BA#8 (Ordinance #6510, 7.7.2014)	7	0	0	7
BA#9 (Proposed Ordinance #6539)				
Prepayment of LID #250 for off-street parking improvements.	0	435,300	435,300	0
BA#9 Total	0	435,300	435,300	0
2014 Revised Budget	376	491,693	491,673	396
Total Resources / Expenditures		492,069		492,069

Municipal Park Construction Fund (#321)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	325,267	18,171,700	18,436,000	60,967
BA#6 (Ordinance #6474, 12.3.2013)	45,000	(7,983,269)	(7,915,500)	(22,769)
BA#7 (Ordinance #6502, 3.17.2014)	0	1,365,883	1,365,883	0
BA#8 (Ordinance #6510, 7.7.2014)	104,212	47,230	47,230	104,212
BA#9 (Proposed Ordinance #6539)				
Transfer In from Fund 124 for Lea Hill Park restroom (CP1003).	0	25,000	25,000	0
BA#9 Total	0	25,000	25,000	0
2014 Revised Budget	474,479	11,626,544	11,958,613	142,410
Total Resources / Expenditures		12,101,023		12,101,023

Schedule A
Summary of 2014 Budget Adjustments by Fund
Budget Amendment #9 Ordinance No. 6539

Capital Improvements Fund (#328)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	4,586,304	1,524,819	1,097,300	5,013,823
BA#6 (Ordinance #6474, 12.3.2013)	1,625,319	1,615,790	6,544,408	(3,303,299)
BA#7 (Ordinance #6502, 3.17.2014)	702,206	79,568	781,774	0
BA#8 (Ordinance #6510, 7.7.2014)	2,189,098	100,000	147,230	2,141,868
BA#9 (Proposed Ordinance #6539)				
Prepayment of LID #250 for off-street parking improvements.	0	435,300	0	435,300
Interfund loan to Airport Fund for T Hangar Enclosure Project, Resolution No. 5103.	0	0	200,000	(200,000)
BA#9 Total	0	435,300	200,000	235,300
2014 Revised Budget	9,102,927	3,755,477	8,770,712	4,087,692
Total Resources / Expenditures		12,858,404		12,858,404

Golf Course Debt Service Fund (#417)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	0	393,144	393,144	0
BA#6 (Ordinance #6474, 12.3.2013)	0	(393,144)	(393,144)	0
BA#7 (Ordinance #6502, 3.17.2014)	0	0	0	0
BA#8 (Ordinance #6510, 7.7.2014)	(3,326,679)	0	0	(3,326,679)
BA#9 (Proposed Ordinance #6539)				
Technical adjustment to complete closure of the Golf Course Debt Service Fund	3,326,675	0	(3)	3,326,679
BA#9 Total	3,326,675	0	(3)	3,326,679
2014 Revised Budget	(3)	0	(3)	0
Total Resources / Expenditures		(3)		(3)

Schedule A
Summary of 2014 Budget Adjustments by Fund
Budget Amendment #9 Ordinance No. 6539

Storm Drainage Fund (#432)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	6,299,114	9,295,843	8,530,856	7,064,101
BA#6 (Ordinance #6474, 12.3.2013)	4,482,588	(5,501)	4,933,557	(456,470)
BA#7 (Ordinance #6502, 3.17.2014)	6,453,350	1,689,400	8,142,750	0
BA#8 (Ordinance #6510, 7.7.2014)	(1,472,113)	0	444,842	(1,916,955)
BA#9 (Proposed Ordinance #6539)				
Recognize revenue from Lakehaven Utility District for design services for the Hi-Crest Storm Pipeline Repair & Replacement Project (CP1109).	0	40,000	0	40,000
BA#9 Total	0	40,000	0	40,000
2014 Revised Budget	15,762,939	11,019,742	22,052,005	4,730,677
Total Resources / Expenditures		26,782,681		26,782,681

Sewer Metro Fund (#433)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	0	0	0	0
BA#6 (Ordinance #6474, 12.3.2013)	0	15,000,000	15,000,000	0
BA#7 (Ordinance #6502, 3.17.2014)	0	0	0	0
BA#8 (Ordinance #6510, 7.7.2014)	1,826,811	0	0	1,826,811
BA#9 (Proposed Ordinance #6539)				
Anticipated payments to King County for 2014.	0	0	30,000	(30,000)
BA#9 Total	0	0	30,000	(30,000)
2014 Revised Budget	1,826,811	15,000,000	15,030,000	1,796,811
Total Resources / Expenditures		16,826,811		16,826,811

Schedule A
Summary of 2014 Budget Adjustments by Fund
Budget Amendment #9 Ordinance No. 6539

Solid Waste Fund (#434)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	596,362	12,062,904	12,497,894	161,372
BA#6 (Ordinance #6474, 12.3.2013)	0	1,087,595	43,830	1,043,765
BA#7 (Ordinance #6502, 3.17.2014)	0	0	0	0
BA#8 (Ordinance #6510, 7.7.2014)	908,198	24,000	24,000	908,198
BA#9 (Proposed Ordinance #6539)				
Anticipated revenues and expenditures from rolloff activity	0	150,000	150,000	0
BA#9 Total	0	150,000	150,000	0
2014 Revised Budget	1,504,560	13,324,499	12,715,724	2,113,336
Total Resources / Expenditures		14,829,059		14,829,059

Airport Fund (#435)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	544,152	808,380	867,903	484,629
BA#6 (Ordinance #6474, 12.3.2013)	103,000	226,750	333,976	(4,226)
BA#7 (Ordinance #6502, 3.17.2014)	7,930	134,256	158,566	(16,380)
BA#8 (Ordinance #6510, 7.7.2014)	146,202	286,595	475,679	(42,882)
BA#9 (Proposed Ordinance #6539)				
Interfund loan from Fund 328 to Airport Fund for the Airport T Hangar	0	200,000	200,000	0
Enclosure Project. Resolution No. 5103.				
				0
BA#9 Total	0	200,000	200,000	0
2014 Revised Budget	801,284	1,655,981	2,036,124	421,141
Total Resources / Expenditures		2,457,265		2,457,265

Schedule A
Summary of 2014 Budget Adjustments by Fund
Budget Amendment #9 Ordinance No. 6539

Golf Course Fund (#437)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	91,134	1,521,430	1,537,577	74,987
BA#6 (Ordinance #6474, 12.3.2013)	(91,134)	(1,521,430)	(1,537,577)	(74,987)
BA#7 (Ordinance #6502, 3.17.2014)	0	0	0	0
BA#8 (Ordinance #6510, 7.7.2014)	8,313,777	0	31,000	8,282,777
BA#9 (Proposed Ordinance #6539)				0
Technical adjustment to complete closure of the Golf Course Fund.	(8,164,204)	0	118,573	(8,282,777)
BA#9 Total	(8,164,204)	0	118,573	(8,282,777)
2014 Revised Budget	149,573	0	149,573	0
Total Resources / Expenditures		149,573		149,573

Equipment Rental Fund (#550)	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	3,235,090	2,992,750	4,095,913	2,131,927
BA#6 (Ordinance #6474, 12.3.2013)	0	50,000	80,759	(30,759)
BA#7 (Ordinance #6502, 3.17.2014)	861,030	280,000	1,301,340	(160,310)
BA#8 (Ordinance #6510, 7.7.2014)	1,824,324	120,000	237,833	1,706,491
BA#9 (Proposed Ordinance #6539)				
Replace Tractor with John Deere 5075E Cab Model Tractor - Unit 6720D	0	0	58,035	(58,035)
Replace Mower with John Deere 1580 Terrain Cut Commercial Mower - Unit 6909D	0	0	35,040	(35,040)
BA#9 Total	0	0	93,075	(93,075)
2014 Revised Budget	5,920,444	3,442,750	5,808,920	3,554,274
Total Resources / Expenditures		9,363,194		9,363,194

Grand Total - All Funds	Beg. Fund Balance	2014 Revenues	2014 Expenditures	Ending Fund Balance
2014 Adopted Budget	59,075,426	153,869,829	164,654,843	48,290,412
BA#6 (Ordinance #6474, 12.3.2013)	17,748,977	5,231,042	20,436,667	2,543,352
BA#7 (Ordinance #6502, 3.17.2014)	18,106,027	9,344,522	31,161,209	(3,710,660)
BA#8 (Ordinance #6510, 7.7.2014)	19,716,758	1,042,624	3,123,178	17,636,204
BA#9 Total	(4,794,325)	1,544,324	1,569,668	(4,819,669)
2014 Revised Budget	109,852,863	171,032,341	220,945,565	59,939,639
Total Resources / Expenditures		280,885,204		280,885,204

November 2014
Prepared by City of Auburn Financial Planning Department

Schedule B
2014 Appropriations by Fund

Fund	2014 Adopted Budget	BA#6 (Ord 6474)	BA#7 (Ord 6502)	BA#8 (Ord 6510)	BA#9 (Ord 6539)	Total Amendments	2014 Revised Budget
General Fund (#001)	58,864,112	10,286,516	124,120	2,043,839	204,428	12,658,903	71,523,015
Arterial Street Fund (#102)	4,706,022	2,065,446	6,835,536	487,665	97,500	9,486,147	14,192,169
Local Street Fund (#103)	1,718,320	493,800	701,060	717,077	-	1,911,937	3,630,257
Hotel Motel Fund (#104)	165,431	-	-	45,670	-	45,670	211,101
Arterial Street Preservation Fund (#105)	3,627,660	5,000	623,600	(731,022)	-	(102,422)	3,525,238
Drug Forfeiture Fund (#117)	1,198,768	-	-	(206,114)	-	(206,114)	992,654
Housing and Community Development Grant Fund (#119)	495,647	-	-	(8,124)	-	(8,124)	487,523
Recreation Trails Fund (#120)	36,691	-	-	16	-	16	36,707
Business Improvement Area Fund (#121)	76,720	-	-	19,472	-	19,472	96,192
Cumulative Reserve Fund (#122)	5,703,796	2,000,000	-	527,332	-	2,527,332	8,231,128
Mitigation Fees Fund (#124)	3,411,402	1,045,300	-	2,109,366	-	3,154,666	6,566,068
1998 Library Fund (#229)	330,354	-	-	(46,354)	-	(46,354)	284,000
2010 Annex A&B Bond Debt Fund (#230)	1,696,678	-	-	(158)	-	(158)	1,696,520
2010 C&D Local Revitalization Debt Fund (#231)	598,520	-	-	(200)	-	(200)	598,320
LID Guarantee Fund (#249)	34,688	-	-	(64)	-	(64)	34,624
LID #250 (#250)	56,762	-	-	7	435,300	435,307	492,069
LID #350 (#275)	7,246	-	-	10,888	-	10,888	18,134
Golf Course Debt Service Fund (#237)	-	393,144	-	-	-	393,144	393,144
Municipal Park Construction Fund (#321)	18,496,967	(7,938,269)	1,365,883	151,442	25,000	(6,395,944)	12,101,023
Capital Improvements Fund (#328)	6,111,123	3,241,109	781,774	2,289,098	435,300	6,747,281	12,858,404
Local Revitalization Fund (#330)	-	-	-	559,070	-	559,070	559,070
Golf Course Debt Service Fund (#417)	393,144	(393,144)	-	(3,326,679)	3,326,675	(393,147)	(3)
Water Fund (#430)	20,181,730	5,045,654	4,193,683	(605,674)	-	8,633,663	28,815,393
Sewer Fund (#431)	29,135,418	(14,006,575)	2,302,627	3,073,453	-	(8,630,495)	20,504,923
Storm Drainage Fund (#432)	15,594,957	4,477,087	8,142,750	(1,472,113)	40,000	11,187,724	26,782,681
Sewer Metro Fund (#433)	-	15,000,000	-	1,826,811	-	16,826,811	16,826,811
Solid Waste Fund (#434)	12,659,266	1,087,595	-	932,198	150,000	2,169,793	14,829,059
Airport Fund (#435)	1,352,532	329,750	142,186	432,797	200,000	1,104,733	2,457,265
Cemetery Fund (#436)	1,107,862	127,200	-	203,082	-	330,282	1,438,144
Golf Course Fund (#437)	1,612,564	(1,612,564)	-	8,313,777	(8,164,204)	(1,462,991)	149,573
Insurance Fund (#501)	1,784,479	-	-	33,252	-	33,252	1,817,731
Workers Compensation Self Insurance Fund (#503)	-	840,000	-	-	-	840,000	840,000
Facilities Fund (#505)	4,404,503	17,675	298,300	756,209	-	1,072,184	5,476,687
Innovation and Technology Fund (#518)	6,911,696	210,295	798,000	721,742	-	1,730,037	8,641,733
Equipment Rental Fund (#550)	6,227,840	50,000	1,141,030	1,944,324	-	3,135,354	9,363,194
Fire Pension Fund (#611)	2,555,786	231,000	-	(35,795)	-	195,205	2,750,991
Cemetery Endowment Fund (#701)	1,686,571	(16,000)	-	(6,907)	-	(22,907)	1,663,664
Total	**212,945,255**	**22,980,019**	**27,450,549**	**20,759,382**	**(3,250,001)**	**67,939,949**	**280,885,204**

November 2014
Prepared by City of Auburn Financial Planning Department

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6542

Date:
November 25, 2014

Department:
Community Development & Public Works

Attachments:
Agenda Bill
Ordinance No. 6542
Table Comparison of Impact Fee Proposal

Budget Impact:
$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6542.

Background Summary:

See the attached Agenda Bill.

Reviewed by Council Committees:

Planning And Community Development, Public Works Other: Legal

Councilmember: Holman

Staff: Snyder

Meeting Date: December 1, 2014

Item Number: ORD.C

AGENDA BILL APPROVAL FORM

Agenda Subject: ZOA14-0006; Ordinance No. 6542 related to revision of ACC 19.02 , School District Impact Fees		**Date:** November 25, 2014
Department: Community Development & Public Works Dept.	**Attachments:** Ordinance No. 6542 Table Comparison of Impact Fee Proposal	**Budget Impact:** (none)

Administrative Recommendation:
City Council to introduce and adopt Ordinance No. 6542, Amending ACC 19.02 related to School District Impact fees.

Background Summary:
Title 19 (Impact Fees) of the Auburn City Code contains standards and regulations pertaining to the imposition of impact fees in the City of Auburn. Chapter 19.02 (School Impact Fees) addresses the establishment, calculation, collection and amendment of school impact fees within the municipal boundaries of the City of Auburn. The city originally established school impact fees in 1998 by Ordinance No. 5078. The portions of four school districts lie within the City limits.

Pursuant to Section 19.02.060 (Annual Council Review) of the Auburn City Code, on at least an annual basis, the Auburn City Council shall review the information submitted by the Districts pursuant to ACC 19.02.050. The review shall be in conjunction with any update of the capital facilities plan element of the city's comprehensive plan. The City Council may also at this time determine if an adjustment to the amount of the impact fees is necessary.

The City of Auburn annual Comprehensive Plan Amendment process for 2014 included requests for City approval of the Capital Facilities Plans of the four districts as follows:

* 2014 - 2020 Auburn School District Capital Facilities Plan;
* 2015-2020 Dieringer School District Capital Facilities Plan;
* 2015 Federal Way School District Capital Facilities Plan; and
* 2014-2015 through 2019-2020 Kent School District Capital Facilities Plan.

These requests were submitted in accordance with the provisions of Section 19.02.050 (Submission of District Capital Facilities Plan and Data) of the Auburn City Code.

The School Districts' Capital Facilities Plans are contained in the working notebooks (three ring binders) for the 2014 Annual Comprehensive Plan Amendments, previously distributed to the City Council.

Reviewed by Council & Committees:

	COUNCIL COMMITTEES:
☐ Arts Commission	☐ Finance
☐ Airport	☐ Municipal Serv.
☐ Hearing Examiner	☒ Planning & CD
☐ Human Services	☒ Public Works
☐ Park Board	☐ Other ____________
☒ Planning Comm.	

Reviewed by Departments & Divisions:

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

Action:
Committee Approval: ☒Yes ☐No
Council Approval: ☐Yes ☐No Call for Public Hearing ___/___/____
Referred to ______________________________ Until ___/___/____
Tabled ______________________________ Until ___/___/____

Councilmember: Holman	**Staff:** Dixon
Meeting Date: December 1, 2014	**Item Number:**

Definition

The city's code section 19.02 contains the city's regulations governing school impact fees. It provides the following definition:

> "**Impact fee**" means a payment of money imposed upon development as a condition of development approval to pay for school facilities needed to serve new growth and development that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the school facilities, and that is used for such facilities that reasonably benefit the new development.

Related Authority

Other key points of the city's regulations include:

- v The impact fee shall be based on a capital facilities plan adopted by the district and incorporated by reference by the city as part of the capital facilities element of the city's comprehensive plan (Chapter 5), adopted pursuant to Chapter 36.70A RCW, for the purpose of establishing the fee program.

- v Separate fees shall be calculated for single-family and multifamily types of dwelling units, and separate student generation rates must be determined by the district for each type of dwelling unit.

- v The fee shall be calculated on a district-wide basis using the appropriate factors and data supplied by the district. The fee calculations shall also be made on a district-wide basis to assure maximum utilization of all available school facilities in the district which meet district standards.

- v As a condition of the city's authorization and adoption of a school impact fee ordinance, the city and the applicable district shall enter into an interlocal agreement governing the operation of the school impact fee program, and describing the relationship and liabilities of the parties. The agreement must provide that the district shall hold the city harmless for all damages.

- v On an annual basis (by July 1st or on a date agreed to by district and the city and stipulated in the interlocal agreement), any district for which the city is collecting impact fees shall submit the Capital facilities plan and supporting information to the city.

- v Applicants for single-family and multifamily residential building permits shall pay the total amount of the impact fees assessed before the building permit is issued, using the impact fee schedules in effect, unless the fee has been deferred pursuant to City Ordinance No. 6341.

- v The impact fee calculation shall be based upon the formula set forth in ACC 19.02.110, "Impact fee formula". The formula is the city's determination of the appropriate proportionate share of the costs of public school capital facilities needed to serve new growth and development to be funded by school impact fees based on the factors defined in ACC 19.02.020. Based on this formula, the "Fee Obligation" is the "Total Unfunded Need" x 50% = Fee Calculation.

The Capital Facilities Plans that were approved by the school boards contain proposed school impact fees for each of the Districts. The requests for adjustment of the school impact fees are required to be submitted concurrent with the submittal of the Capital Facilities Plans prior to July 1 of each year. A separate letter request is only required to be submitted to the city when the fee adjustment is requested to increase.

Council Review and Decision

The setting of the actual fees occurs through separate Council action amending Chapter 19.02 of the Auburn City Code. Section 19.02.060, (Annual Council Review) specifies the following:

> *On at least an annual basis, the city council shall review the information submitted by the district pursuant to ACC 19.02.050. The review shall be in conjunction with any update of the capital facilities plan element of the city's comprehensive plan. The city council may also at this time determine if an adjustment to the amount of the impact fees is necessary; provided, that any school impact fee adjustment that would increase the school impact fee shall require the submittal of a written request for the adjustment by the applicable school district concurrent with the submittal of the annual capital facilities plan pursuant to ACC 19.02.050. In making its decision to adjust impact fees, the city council will take into consideration the quality and completeness of the information provided in the applicable school district capital facilities plan and may decide to enact a fee less than the amount supported by the capital facilities plan.*

Section 19.02.060 establishes that the Auburn City Council is not obligated to accept the fees proposed by the School Districts within their submitted Capital Facilities Plans and may establish fees that the Council determines are more appropriate and consistent with the public's interest in reasonably mitigating school impacts within the affected portion of the City.

Recommendation

The Dieringer School District submitted a proposed fee calculation of $5,231.00 for single family residential and $1,839.00 for multiple family residential based on their Capital Facilities Plan. Related to this, the Pierce County Council by Ordinance No. 2014-100, adopted November 17, 2014 and effective January 1, 2015, established a school impact fee for the Dieringer School District of $3,270.00 for single family residential and $1,839.00 for multiple family residential. (The Dieringer School District is the only school district common to both the jurisdictions of the City of Auburn and Pierce County). Pierce County imposes the same maximum school impact fee for all school districts located in Pierce County.

It may be appropriate to establish a fee applicable to Auburn for the Dieringer School district that is the same as Pierce County's fee since it is more appropriate and consistent with the public's interest in reasonably mitigating school impacts within the affected portion of the City. The draft Ordinance No. 6542 has been prepared to reflect school impact fees that are the same as Pierce County's school impact fee and differs from what the Dieringer School District has requested, as historically has been done.

Committee Actions

A discussion of the school impact fee changes was held at the Planning and Community Development Committee's (PCDC) regular meeting on November 24, 2014. The PCDC recommended approval of Ordinance No. 6542 with the school impact fees as identified in the individual capital facilities plans, with the exception of the Dieringer School District, that is based on fees consistent with the Pierce County ordinance.

A discussion was held at the Public Works Committee regular meeting on December 1, 2014. The Ordinance is proposed to be considered by the full city council on December 1, 2014.

ORDINANCE NO. 6 5 4 2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON AMENDING SECTIONS 19.02.115, 19.02.120, 19.02.130 AND 19.02.140 OF THE AUBURN CITY CODE RELATING TO SCHOOL IMPACTS FEES

WHEREAS, the City of Auburn has adopted a school impact fee ordinance and collects school impact fees on behalf of certain school districts located or located in part within the City of Auburn; and

WHEREAS, the Auburn School District, Dieringer School District, Federal Way School District, and the Kent School District, each being located in part within the City of Auburn, have provided the City of Auburn with updated capital facilities plans to be considered during the City's 2014 annual comprehensive plan amendment process that addresses among other things, the appropriate school impact fee for single family residential dwellings and multi- family residential dwellings for each district; and

WHEREAS, the Auburn School District issued a Determination of Non-Significance for the 2014 - 2020 Auburn School District Capital Facilities Plan May 19, 2014; the Dieringer School District issued a Determination of Non- Significance for the 2015-2020 Dieringer School District Capital Facilities Plan June 17, 2014; the Federal Way School District issued a Determination of Non-Significance for the 2015 Federal Way School District Capital Facilities Plan May 2, 2014; and the Kent School District issued a Determination of Non-Significance for the 2014-2015 through 2019-2020 Kent School District Capital Facilities Plan May 30, 2014; and

WHEREAS the City of Auburn issued a Determination of Non-Significance (DNS) on September 16, 2014 for the City of Auburn Year 2014 city-initiated comprehensive plan map and text amendments (File No. SEP14-0011), and

WHEREAS, after proper notice published in the City's official newspaper at least ten (10) days prior to the date of hearing, the Auburn Planning Commission on November 5, 2014 conducted public hearings on the proposed Auburn School District 2014-2020 Capital Facilities Plan, the proposed Dieringer School District 2015 - 2020 Capital Facilities Plan; the proposed Federal Way School District 2015 Capital Facilities Plan; and for the proposed Kent School District 2014-2015 through 2019-2020 Capital Facilities Plan; and

WHEREAS, following the conclusion of the public hearing on November 5, 2014, and subsequent deliberations, the Auburn Planning Commission, following individual positive motions, made separate recommendations to the Auburn City Council on the approval of the Auburn School District 2014-2020 Capital Facilities Plan, the Dieringer School District 2015 - 2020 Capital Facilities Plan; the Federal Way School District 2015 Capital Facilities Plan; and for the Kent School District 2014-2015 through 2019-2020 Capital Facilities Plan; and

WHEREAS, the Auburn City Council considered the recommendations of the Auburn Planning Commission at a regularly scheduled meeting on November 17, 2014, and a positive motion approved the Auburn School District 2014-2020 Capital Facilities Plan, the Dieringer School District 2015 - 2020 Capital Facilities Plan; the Federal Way

School District 2015 Capital Facilities Plan; and for the Kent School District 2014-2015 through 2019-2020 Capital Facilities; and

WHEREAS, on November 17, 2014 the Public Works Committee of the Auburn City Council at a regularly scheduled meeting reviewed the Planning Commission's recommendations; and

WHEREAS, on December 8, 2014 the Planning and Community Development Committee of the Auburn City Council at a regularly scheduled meeting recommended to the Auburn City Council the approval of amendments to Title 19 (Impact Fees) and more specifically, Chapter 19.02 (School Impact Fees) pertaining to school impact fees for single family residential dwelling units and multi-family dwelling units to be applied in the City of Auburn for the Auburn School District; Dieringer School District, Federal Way School District, and the Kent School District; respectively, based on the aforementioned capital facilities plans for each of these districts; and

WHEREAS, the Auburn City Code provides for adjustments to school impacts fees based on a review of the capital facilities plans for the districts; and

WHEREAS, Section 19.02.060 (Annual Council Review) of the Auburn City Code specifies that the Auburn City Council will in making its decision to adjust impact fees take into consideration the quality and completeness of the information provided in the applicable school district capital facilities plan and may decide to enact a fee less than the amount supported by the capital facilities plan; and

WHEREAS, on December 15, 2014, the Auburn City Council considered the recommendation of the Planning and Community Development Committee of the City Council at a regularly scheduled meeting on December 8, 2014.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Amendment to the City Code. Section 19.02.115 of the Auburn City Code is hereby amended to read as follows.

19.02.115 Impact fee calculation and schedule for the Dieringer School District.

The impact fee calculation and schedule below is based upon a review of the impact fee calculation for single-family residences and for multifamily residences set forth in the most recent version of the Dieringer School District Capital Facilities Plan adopted by the Auburn city council as an element of the Auburn comprehensive plan. The calculation is the determination of the appropriate proportionate share of the costs of public school capital facilities needed to serve new growth and development to be funded by school impact fees based on the factors defined in ACC 19.02.020.

Effective January 1, ~~2014~~2015, or the effective date of this ordinance whichever is later, the school impact fee shall be as follows:

Per Single-Family Dwelling Unit ~~$3,215.00~~ $3,270.00

Per Multifamily Dwelling Unit ~~$1,695.00~~ $1,725.00

(Ord. 6445 § 1, 2013; Ord. 6393 § 1, 2011; Ord. 6341 § 2, 2011; Ord. 6340 § 1, 2010; Ord. 6279 § 1, 2009; Ord. 6214 § 1, 2008; Ord. 6134 § 1, 2007; Ord. 6060 § 1, 2006; Ord. 5950 § 2, 2005.)

Section 2. Amendment to the City Code. Section 19.02.120 of the Auburn City Code is hereby amended to read as follows.

19.02.120 Impact fee calculation and schedule for the Auburn School District.

The impact fee calculation and schedule is based upon a review of the impact fee calculation for single-family residences and for multifamily residences set forth in the most recent version of the Auburn School District's Capital Facilities Plan adopted by the Auburn city council as an element of the Auburn comprehensive plan. The calculation is the determination of the appropriate proportionate share of the costs of public school capital facilities needed to serve new growth and development to be funded by school impact fees based on the factors defined in ACC 19.02.020.

Effective January 1, ~~2014~~2015, or the effective date of this ordinance whichever is later, the school impact fee shall be as follows:

Per Single-Family Dwelling Unit	~~$5,398.93~~ $4,137.21
Per Multifamily Dwelling Unit	~~$3,387.84~~ $3,518.17

(Ord. 6445 § 2, 2013; Ord. 6393 § 2, 2011; Ord. 6341 § 2, 2011; Ord. 6340 § 2, 2010; Ord. 6279 § 2, 2009; Ord. 6214 § 2, 2008; Ord. 6134 § 2, 2007; Ord. 6060 § 2, 2006; Ord. 5950 § 1, 2005; Ord. 5793 § 1, 2003; Ord. 5232 § 1, 1999.)

Section 3. Amendment to the City Code. Section 19.02.130 of the Auburn City Code is hereby amended as follows.

19.02.130 Impact fee calculation and schedule for the Kent School District.

The impact fee calculation and schedule is based upon a review of the impact fee and calculation for single-family residences and for multifamily residences set forth in the most recent version of the Kent School District's Capital Facilities Plan adopted by the Auburn city council as an element of the Auburn comprehensive plan. The calculation is the determination of the appropriate proportionate share of the costs of public school capital facilities needed to serve new growth and development to be funded by school impact fees based on the factors defined in ACC 19.02.020.

Effective January 1, ~~2014~~2015, or the effective date of this ordinance whichever is later, the school impact fee shall be as follows:

Per Single-Family Dwelling Unit $5,486.00

Per Multifamily Dwelling Unit $3,378.00

(Ord. 6445 § 3, 2013; Ord. 6393 § 3, 2011; Ord. 6341 § 2, 2011; Ord. 6340 § 3, 2010; Ord. 6279 § 3, 2009; Ord. 6214 § 3, 2008; Ord. 6134 § 3, 2007; Ord. 6060 § 3, 2006; Ord. 5950 § 1, 2005; Ord. 5233 § 1, 1999.)

Section 4. Amendment to the City Code. Section 19.02.140 of the Auburn City Code is hereby amended to read as follows.

19.02.140 Impact fee calculation and schedule for the Federal Way School District.

The impact fee calculation and schedule is based upon a review of the impact fee and calculation for single-family residences and for multifamily residences set forth in the most recent version of the Federal Way School District's Capital Facilities Plan adopted by the Auburn city council as an element of the Auburn comprehensive plan. The calculation is the determination of the appropriate proportionate share of the costs of public school capital facilities needed to serve new growth and development to be funded by school impact fees based on the factors defined in ACC 19.02.020.

Effective January 1, ~~2014~~2015, or the effective date of this ordinance whichever is later, the school impact fee shall be as follows:

Per Single-Family Dwelling Unit ~~$5,363.00~~ $5,171.00

Per Multifamily Dwelling Unit ~~$1,924.00~~ $1,834.00

(Ord. 6445 § 4, 2013; Ord. 6393 § 4, 2011; Ord. 6341 § 2, 2011; Ord. 6340 § 4, 2010; Ord. 6279 § 4, 2009; Ord. 6214 § 4, 2008; Ord. 6134 § 4, 2007; Ord. 6060 § 4, 2006; Ord. 6042 § 1, 2006.)

Section 5. Constitutionality and Invalidity. If any section, subsection sentence, clause, phrase or portion of this Ordinance, is for any reason held invalid or unconstitutional by any Court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Implementation. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 7. Effective Date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: ______________________

PASSED: ______________________

APPROVED: ______________________

____
NANCY BACKUS, MAYOR

ATTEST:

____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid, City Attorney

Published: __________________

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Ordinance No. 6542
November 18, 2014
Page 7 of 7

School Impact Fee Proposal
(Effective Year 2015)

School District	Multiple Family				Single Family			
	Past 2014 fee, Per ACC 19.02	CFP says:	**Requested Amount**	Change?	Past 2014 fee, Per ACC 19.02	CFP says:	**Requested Amount**	Change?
Auburn	$3,387.84	$3,518.17 Page 28	**$3,518.17**	Increase of $130.33	$5,398.93	$4,137.21 page 28	**$4,137.21**	Decrease of $1,261.72
Dieringer	$1,695.00	$1,839.00 Page 15	**$1,839.00**	Increase of $144.00	$3,215.00	$5,231.00 Page 15	**$5,231.00**	Increase of $2,016.00
Federal Way	$1,924.00	$1,834.00 Page 28 & 30	**$1,834.00**	Decrease of $90.00	$5,363.00	$5,171.00 Page 28 & 30	**$5,171.00**	Decrease of $192.00
Kent	$3,378.00	$3,378.00 Page 29 & 30	**$3,378.00**	No Change	$5,486.00	$5,486.00 Page 29 & 30	**$5,486.00**	No Change

CFP = Capital Facilities Plan
ACC = Auburn City Code

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6543

Date:
November 19, 2014

Department:
City Attorney

Attachments:
Ordinance No. 6543

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Ordinance No. 6543.

Background Summary:

Ordinance No. 6535, adopted on September 15, 2014, made some changes to Chapter 10.36 of the Auburn City Code in connection with the City of Auburn Comprehensive Downtown Parking Management Plan (CDPMP), employing short-term, mid-term and long-term parking management strategies. Among the strategies was a change in Chapter 10.36 of the Auburn City Code to allow administrative changes to time and parking within the Downtown Auburn Business District. As a follow-up to the changes in the city code resulting from Ordinance No. 6535, it is appropriate to clarify the application of penalty provisions for parking code violations related to Section 10.36.060 of the Auburn City Code, one of the sections changed with the adoption of Ordinance No. 6535.

Reviewed by Council Committees:

Municipal Services, Public Works

Councilmember: Peloza | **Staff:** Heid

Meeting Date: December 1, 2014 | **Item Number:** ORD.D

ORDINANCE NO. <u>6 5 4 3</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 10.36.270 OF THE AUBURN CITY CODE RELATED TO PARKING RESTRICTIONS

WHEREAS, the City of Auburn regulates timed parking within certain areas of the City, particularly Downtown Auburn; and

WHEREAS, parking restrictions are outlined in Chapter 10.36 of the Auburn City Code; and

WHEREAS, within the CDPMP several short term, mid term, and long term parking management strategies were identified and the first strategy being addressed is modifying Auburn City Code Chapter 10.36 to allow administratively changes to timed parking within Downtown Auburn; and

WHEREAS, the Public Works Committee of City Council reviewed the proposed amendments to Auburn City Code Chapter 10.36 at its September 15, 2014 meeting; and

WHEREAS, it is appropriate to address the penalty for the parking violations included in Ordinance No. 6535 with the amendment of Section 10.36.060 of the City Code.

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

<u>Section 1.</u> **<u>Amendment to City Code.</u>** That Section 10.36.270 of the Auburn City Code be and the same hereby is amended to read as follows:

10.36.270 Prohibited parking places.

A. Except when necessary to avoid conflict with other traffic or to comply with other provisions of this code or with the direction of a police officer or traffic-control sign or signal, it is unlawful for the operator of a vehicle to stop, stand, park or angle park such vehicle in or on any of the following places:

1. Within an intersection area;

2. Within 20 feet of an uncontrolled intersection;

3. Within 30 feet of an intersection controlled by a stop sign, yield sign, or traffic-control signal;

4. On a crosswalk or within 20 feet of a crosswalk, whether marked or unmarked;

5. In front of or within 50 feet of the driveway entrance to any fire or police station or within any marked area contiguous to such driveway, when properly signed;

6. In front of or within a fire or emergency service access or an area signed for other safety access purposes;

7. In front of or within 15 feet of a fire hydrant;

8. Within any space marked as a fire lane;

9. In front of a public or private driveway, or within five feet of the end of the curb radius leading thereto;

10. On a sidewalk, pedestrian path, or landscape strip. However, parking shall be permitted on landscape strips subject to the maintenance requirements contained in ACC 10.36.215, and where the landscape strip is eight feet or greater in width between the curb and the sidewalk or the edge of right-of-way if there is no sidewalk, the adjacent curb is mountable, and the parked vehicle does not obstruct the use of the traveled way or sidewalk;

11. Alongside or opposite any street excavation or obstruction when such stopping, parking or angle parking would obstruct traffic;

12. In any alley, except that trucks or delivery vehicles may park or angle park in alleys for such time, not in excess of 30 minutes, as may be necessary for the expeditious loading or unloading of such vehicles or the delivery or pickup of articles or materials, unless otherwise restricted by this chapter;

13. Upon any bridge, overpass, underpass, trestle, or approaches thereto;

14. On that portion of any street contiguous to and opposite any outside court, corridor, passage, fire escape, exit or entrance door or any other place adjacent to, or any door opening in any outer wall of any building containing, in whole or in part, any theater, public auditorium, church, dance hall or other place of public assembly through which the public must pass to leave such building, while such building is being utilized for public gatherings; and it shall be incumbent upon and the duty of the owner or agent of the property used for the purpose herein specified to designate such prohibited areas by the placement of stanchions or signs or curb markings of the form and type satisfactory to the city engineer;

15. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;

16. At any place where official traffic signs have been erected at the direction of the city engineer prohibiting parking and/or angle parking, either at all times or at such times as are indicated upon signage giving notice thereof;

17. Outside of the limits of the individual parking spaces (stalls) designated for vehicular on-street parking;

18. Within 30 feet of the nearest rail of a railroad crossing;

19. At any place where all official signs prohibit stopping;

20. Within traffic lanes that are less than 18 feet wide on arterial and collector roadways, as designated in the comprehensive transportation plan, except when authorized by sign;

21. Within median lanes in the traveled way;

22. Within roadway shoulders that are less than eight feet wide;

23. Within marked bicycle lanes;

24. Upon any street or public way for the principal purposes of displaying the vehicles for sale or for advertising services for vehicles;

25. Upon any street or public way for the purpose of doing any work on, maintaining or repairing any vehicle except for repairs necessitated by an emergency;

26. Within any street-side drainage ditch or drainage swale;

27. Where prohibited by signage; ~~or~~

28. Adjacent to a traffic island; or

29. Any ovetime parking or other parking restrictions designated in accordance with Section 10.36.060 of the City Code.

B. No person shall move a vehicle not owned by him into any such prohibited area or away from a curb such distance as is unlawful.

C. If any person wishes a different parking restriction sign placement or a different time parameter for any parking restrictions under this section, said person may forward such request to the city engineer. For review, the city engineer shall consult with community development and police.

D. Violation – Penalty. Any person who violates this section has committed an infraction and, except for those subsections set forth in Table 270-1, shall pay a fine of $30.00 within 15 days from the date of issuance of a notice of violation or of $40.00 if paid after the fifteenth day from issuance of the notice.

Any person who violates any of the subsections listed in Table 270-1 shall pay a fine as set forth in that table.

Table 270-1

Subsection	**If paid within 15 days**	**If paid after 15th day**
10.36.270(A)(1)	$40.00	$50.00
10.36.270(A)(2)	$40.00	$50.00
10.36.270(A)(3)	$40.00	$50.00
10.36.270(A)(7)	$50.00	$60.00
10.36.270(A)(8)	$50.00	$60.00

10.36.270(A)(10)	$40.00	$50.00
10.36.270(A)(16)	$50.00	$60.00
10.36.270(A)(17)	$50.00	$60.00

(Ord. 6535 § 2, 2014; Ord. 6275 § 2, 2010; Ord. 6247 § 9, 2009; Ord. 6211 § 6, 2008; Ord. 6129 § 4, 2007; Ord. 6082 § 1, 2007; Ord. 5684 § 1, 2002; Ord. 5212 § 1 (Exh. F), 1999; 1957 code § 9.22.140.)

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

Section 3. **Severability.** The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 4. **Effective date.** This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: ________________

PASSED: ____________________

APPROVED: __________________

CITY OF AUBURN

____

NANCY BACKUS, MAYOR

ATTEST:

____

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: ________________

Ordinance No. 6543
October 14, 2014
Page 5 of 5

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5096

Date:
November 3, 2014

Department:
Administration

Attachments:
Resolution No. 5096

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5096.

Background Summary:

The City of Auburn has been a signatory of the King County Regional Hazard Mitigation Plan (RHMP) since 2004. A locally adopted hazard mitigation plan is required under the Disaster Mitigation Act of 2000 and makes the City eligible to apply for Hazard Mitigation Grants. Adoption of the 2014 RHMP update maintains the City's current status of having adopted a local hazard mitigation plan.

A copy of the Plan is on file with the City Clerk. You can review the Plan (Volumes 1 and 2) at this site:

http://www.kingcounty.gov/safety/prepare/EmergencyManagementProfessionals/Plans/RegionalHazardMitigationPlan.aspx

Reviewed by Council Committees:

Municipal Services, Public Works

Councilmember: Peloza

Staff: Hursh

Meeting Date: December 1, 2014

Item Number: RES.A

RESOLUTION NO. 5 0 9 6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE ADOPTION OF THE 2014 KING COUNTY REGIONAL HAZARD MITIGATION PLAN INCLUDING THE CITY OF AUBURN PLAN ANNEX

WHEREAS, the City of Auburn and other jurisdictions within King County, State of Washington, have expressed a cooperative interest in disaster mitigation planning efforts; and

WHEREAS, the City supports disaster mitigation efforts and regional disaster planning; and

WHEREAS, a locally adopted plan reviewed and approved by the Federal Emergency Management Agency (FEMA) is required under the Disaster Mitigation Act of 200, 44 CFR 201; and

WHEREAS, regular revisions and updates are required by FEMA; and

WHEREAS, FEMA has reviewed the plan proposed for adoption and approved it pending adoption by Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. **Purpose.** The City Council of the City of Auburn does hereby adopt the 2014 King County Regional Hazard Mitigation Plan including the City of Auburn plan annex.

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

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

DATED AND SIGNED THIS ________ DAY OF December, 2014.

CITY OF AUBURN

____
Nancy Backus
MAYOR

ATTEST:

____
Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid,
City Attorney

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5110

Date:
November 18, 2014

Department:
Police

Attachments:
Resolution No. 5110
Implementation ILA
Contracting Plan
list of sites
List of Frequencies
Cost Allocation Model
List of User Agencies
Contact info
Operation ILA

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5110.

Background Summary:

The City of Auburn, along with King County and other cities that operate emergency radio systems (ValleyCom, King County, Seattle and Eastside cities) have been contending for some time with the fact that the equipment we are currently using is out of date and is in need of replacement. This is not a situation unique to Auburn or King County, and in fact all jurisdictions who utilize the same type of equipment are having to face the same issue because the emergency radio equipment that is currently used is no longer being made and will soon no longer be supported by its manufacturers. It is therefore appropriate for King County and the King County cities to plan for a replacement emergency radio system. King County is getting ready to put a bond measure on the ballot before the voters of King County to establish a new emergency radio system and has been working in cooperation with other cities in the County to develop agreements that would provide for creation of the new emergency radio system and for operation of the system thereafter. The agreements have been negotiated to a significant degree, though some minor adjustments to the agreements may still need to be made to the agreements and to the attachments to those agreements.

The proposed resolution authorizes the Mayor to negotiate (finish negotiating) the terms of these agreements and to execute them on behalf of the city of Auburn. All of the cities who are parties to the agreements, as well as King County, will need to execute these agreements, and the voters of King County will need to approve the bond measure to provide for this new emergency radio system. Approval by the city of Auburn, as well as the other party jurisdictions, is the prerequisite that allows the bond measure to move forward. The agreements have been negotiated, so far, so as to give each of the parties cities sufficiency a in the creation and operation of the new radio system, yet recognizing the specific responsibility King County has in moving forward with the bond measure upon which the new system is dependent.

Reviewed by Council Committees:

Finance, Municipal Services

Councilmember:	Peloza	**Staff:**	Heid
Meeting Date:	December 1, 2014	**Item Number:**	RES.B

RESOLUTION NO. 5 1 1 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE INTERLOCAL AGREEMENTS BETWEEN THE CITY OF AUBURN AND KING COUNTY AND THE CITIES OF BELLEVUE, FEDERAL WAY, ISSAQUAH, KENT, KIRKLAND, MERCER ISLAND, REDMOND, RENTON, SEATTLE AND TUKWILA FOR ESTABLISHMENT, IMPLEMENTATION AND OPERATION OF THE PUGET SOUND EMERGENCY RADIO NETWORK SYSTEM (PSERN)

WHEREAS, King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system's equipment, software and related repairs; and

WHEREAS, the Parties determined that it is in the public interest for a new public safety radio system to be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, and uniformly high-quality emergency radio communications in the future; and

WHEREAS, King County and the cities have been working together to provide for such a new system to be referred to herein as the "Puget Sound Emergency Radio Network System" or "PSERN System"; and

WHEREAS, in furtherance of such efforts, the county and the cities have developed strategies for Interlocal Agreements for the formation of a new non-profit entity to operate the new system and to establish the terms under which the Parties and

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the new entity will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System; and

WHEREAS, there are still issues that need to be addressed by the parties, to assure that the new system fully meets the needs of the parties and of the end-users, consistent with the terms already defined.

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

Section 1. That the Mayor is hereby authorized to negotiate and execute Interlocal Agreements between the City of Auburn and King County and the cities of Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, to establish a Puget Sound Emergency Radio Network (PSERN) entity and to provide for the operation thereof, which agreements shall be in substantial conformity with the agreements attached hereto as Exhibits "A" and "B" incorporated herein by this reference. Exhibit "A" [Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement] with its attachments is close to final form for the initial creation and establishment of the new emergency radio system. Exhibit "B" [Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement] provides the basic format for the operation of the new emergency radio system but still has issues that need to be more fully vetted, including issues such as indemnification, discrimination and employment, and leaving other details for a future agreement or agreements or for PSERN Board by-laws.

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

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

Dated and Signed this _____ day of _________________, 2014.

CITY OF AUBURN

ATTEST:

____
NANCY BACKUS, MAYOR

____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid, City Attorney

EXHIBIT A

PUGET SOUND EMERGENCY RADIO NETWORK
IMPLEMENTATION PERIOD
INTERLOCAL COOPERATION AGREEMENT

TABLE OF CONTENTS

PUGET SOUND EMERGENCY RADIO NETWORK
IMPLEMENTATION PERIOD
INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) by and among King County ("County") and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, each a political subdivision of the State of Washington (individually, a "Party," and collectively, the "Parties").

RECITALS

A. The Parties, under various interlocal agreements, are responsible for the ownership, operations and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system's equipment, software and repairs.

B. The Parties have determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, and uniformly high-quality emergency radio communications at a cost-effective price. Said new system is referred to herein as the "Puget Sound Emergency Radio Network System" or "PSERN System."

C. The Parties seek to finance the costs of implementing the PSERN System by a funding measure to be placed on the ballot by the King County Council for consideration by the qualified electorate in King County.

D. The Parties desire that the County act as the lead agency for planning, procurement, financing and implementation of the PSERN System and that a new non-profit corporation will be formed to assume the ownership and control of the PSERN System following Full System Acceptance.

E. The purpose of this Agreement is to establish the terms under which the Parties will undertake the planning, financing, procurement, site acquisition and development, equipment installation, and other activities necessary to implement the PSERN System.

F. Concurrent with this Agreement, the Parties have entered into a second interlocal cooperation agreement, referred to herein as the "PSERN Operations ILA," to establish general provisions for governance of the new non-profit corporation, referred to herein as the "PSERN Operator", that will be created by the Parties and be responsible for the ownership, operations, maintenance, and on-going upgrading/replacing of the PSERN System during its anticipated useful life.

TERMS AND CONDITIONS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following terms and conditions.

1.0 RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

1.1.1 Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral gender (and vice versa).

1.1.2 References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

1.1.3 References to sections, exhibits, attachments or appendices are to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.

1.1.4 The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”.

1.1.5 The words “shall” or “will” shall be deemed to require mandatory action.

1.1.6 Words such as “herein,” “hereof” and “hereunder” are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.

1.1.7 Words such as “person” or “party” shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.

1.1.8 References to “days” shall mean calendar days unless expressly stated to be “Business Days.” If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by the County, the due date shall be deemed to be the next Business Day.

1.1.9 Words not otherwise defined that have well-known technical industry meanings are used in accordance with such recognized meanings.

1.1.10 The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

1.1.11 This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.

1.1.12 The Parties agree that if any provision of this Agreement conflicts with a provision of the Emergency Radio Communications System Interlocal Cooperation Agreement such that the conflicting provisions cannot be harmonized, the provisions of this Agreement shall prevail.

1.2 Definitions

Words and terms shall be given their ordinary and usual meanings except that the following terms are defined for this Agreement as follows:

1.2.1 Agreement means this Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement.

1.2.2 Alternate means a person appointed to serve in the absence of a Joint Board Representative.

1.2.3 Appointing Party(ies) means the City of Seattle, the EPSCA Cities, the ValleyCom Cities and King County.

1.2.4 Confidential Information means any information in written, graphic, verbal or machine-recognizable form that: (a) is related to the PSERN System; (b) is provided to a Party by another Party, the PSERN Contractor or another person or entity; and (c) is marked or identified as “confidential”, “proprietary,” “trade secret” or similar designation.

1.2.5 Cost Allocation Model means the method used for determining the user rates applicable to Dispatch Centers and User Agencies for fees they will pay to either the County or the PSERN Operator during the Operations Period.

1.2.6 County means King County, Washington.

1.2.7 Dispatch Center means a facility or an entity that uses the PSERN System to dispatch users of Subscriber Radios.

1.2.8 EPSCA means the Eastside Public Safety Communications Agency.

1.2.9 EPSCA Cities means the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, Washington.

1.2.10 Full System Acceptance (FSA) means the determination issued to the PSERN Contractor upon satisfactorily completing the final system development phase milestone.

1.2.11 Implementation Period means that period of time from the effective date of this Agreement through and until the beginning of the first full month after issuance of FSA.

1.2.12 Joint Board means the board formed by the Parties under this Agreement.

1.2.13 KCERCS means the existing King County Emergency Radio Communication System.

1.2.14 NAC means a notice of apparent completion issued under the contract with the PSERN Contractor.

1.2.15 Operations Budget means the budget funded by fees from Dispatch Centers and User Agencies to pay for the costs of operating, maintaining and upgrading the PSERN System after FSA.

1.2.16 Operations Period means the period that commences with the first full month after FSA.

1.2.17 Party means a signatory to this Agreement and excludes a signatory that withdraws from this Agreement.

1.2.18 Project (or PSERN Project) means all authorized activities relating to the planning, analysis, design, development, acquisition, site development, installation, testing, training, and operation of the PSERN System until FSA, starting-up a new PSERN Operator, transferring the PSERN System to same and any decommissioning, contract close-out and other project completion activities.

1.2.19 Project Budget means the budget approved by the Joint Board to spend the funds the County Council has appropriated to carry out PSERN Project activities and to fund the System Transition Stabilization Plan described at Section 8.8 of this Agreement.

1.2.20 Project Fund means the funds held by the County to fund the Project Budget including proceeds from the County-wide levy and proceeds from any bond or debt instruments.

1.2.21 Project Director means the County employee assigned to lead Project activities.

1.2.22 PSERN means the Puget Sound Emergency Radio Network.

1.2.23 PSERN Contractor means the prime contractor under County Contract #________ (or the County Contract) that is responsible, among other things, for supplying the PSERN System's equipment and software.

1.2.24 PSERN Operations Period ILA (or Operations Period ILA) means the interlocal cooperation agreement entered into by the Parties to establish the terms under which the PSERN Operator will own, operate, maintain, manage and upgrade/replace the PSERN System during the Operations Period.

1.2.25 PSERN Operator means the new entity formed pursuant Section 9.1 of this Agreement to own, operate, maintain, manage and upgrade/replace the PSERN System during the Operations Period.

1.2.26 PSERN Project (see “Project”).

1.2.27 PSERN System or System means all the elements constituting the PSERN System, excluding Subscriber Radios unless the context indicates inclusion.

1.2.28 Representative means a person appointed by an Appointing Party(ies) to serve on the Joint Board.

1.2.29 Subscriber Radio means an end user radio and includes a mobile (vehicular) and portable (handheld) radio which has been authorized and programmed to operate on the System.

1.2.30 User Agency means an entity that uses the PSERN System under a valid User Agency Agreement for its employees’ radio communications.

1.2.31 User Agency Agreement means an agreement executed between the County or the PSERN Operator, as appropriate, and a User Agency establishing the terms under which a User Agency is allowed to access and use the System.

1.2.32 ValleyCom means the Valley Communications Center.

1.2.33 ValleyCom Cities means the Cities of Auburn, Federal Way, Kent, Renton, and Tukwila, Washington.

2.0 DURATION OF AGREEMENT

2.1 This Agreement shall take effect on the date when last signed by an authorized representative of each Party.

2.2 Unless extended by written amendment as provided in Section 15.10 or terminated earlier as provided in Section 13, this Agreement shall expire upon the issuance of FSA and the County’s written notice to the other Parties that all Project activities have been completed.

2.3 Notwithstanding Section 2.1 and 2.2 above, if the Project is not funded by a voter approved measure prior to January 1, 2018, this Agreement shall terminate on January 1, 2018 unless extended by agreement of the Parties.

3.0 THE PARTIES’ RESPONSIBILITIES

3.1 Appointing Representatives to Joint Board

The Parties, or groups of Parties, shall appoint Representatives to the Joint Board as provided under Section 4.

3.2 Use of Land and Improvements

To the extent provided in Section 5.3, each Party agrees to make land and improvements available for PSERN System use.

3.3 Use of Licensed Spectrum

To the extent provided in Section 5.4, each Party agrees to make licensed spectrum under its direct or indirect control available for PSERN System use.

3.4 Cooperation on PSERN System Activities

Each Party understands and agrees that it is essential to public safety, within its jurisdiction and throughout King County, that the PSERN System be implemented without delay. In support of that objective, each Party agrees to cooperate in good faith with each other in all activities related to the PSERN System's implementation, operation and maintenance, which cooperation shall include: promptly responding to requests for information among the Parties; exercising best efforts to expedite the processing and execution of any requested reviews, inspections, approvals, permits, leases and agreements; and timely performing any construction, installation, testing and maintenance activities related to the PSERN System.

3.5 Other Responsibilities

The Parties shall be responsible for such other activities and obligations as are specified herein or arise from a Joint Board action.

4.0 JOINT BOARD

4.1 Creation of Joint Board

By executing this Agreement, the Parties hereby create a Joint Board pursuant to RCW 39.34.030(4). The Joint Board is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Joint Board shall oversee the activities of the Parties in connection with the PSERN System as provided in this Agreement. The Joint Board shall act on behalf of all Parties and as may be in the best interests of the PSERN Project. The Joint Board is not authorized to enter into contracts, own assets, or hire employees.

4.2 Joint Board Representatives

4.2.1 The Joint Board shall consist of four (4) voting Representatives appointed as follows by the Parties, or groups of Parties:

a. City of Seattle: one (1) Representative and one (1) Alternate.

b. Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond collectively: one (1) Representative and one (1) Alternate.

c. Cities of Auburn, Federal Way, Kent, Renton and Tukwila collectively: one (1) Representative and one (1) Alternate.

d. King County: one (1) Representative and one (1) Alternate.

4.2.2 The non-voting Chair of the Joint Board shall be the Deputy County Executive or his/her designee. The Chair or designee shall conduct the Joint Board's meetings and supervise the administrative activities related to meetings including scheduling, preparing the agendas, providing reports and other information materials to the Representatives and creating records of Joint Board actions.

4.2.3 The Joint Board may also appoint a chief of a police agency and a chief of a fire agency to serve as non-voting participants on the Joint Board, provided they are from agencies within King County.

4.2.4 The County Executive, the Mayor of the City of Seattle, the Mayors of the EPSCA Cities, and the Mayors of the ValleyCom Cities shall each provide to the Joint Board's Chair a written notice identifying the names of a primary Representative and an alternative Representative (Alternate) who are authorized to speak, vote and otherwise act on behalf of their respective Appointing Party or group of Parties. Such notices shall include the name(s), contact information and effective date(s) of the appointments.

4.2.5 An Alternate may only speak and vote on behalf of his/her Appointing Party(ies) if: (a) the Chair has received written notice of the Alternate's appointment; and (b) the primary Representative is absent from the meeting. References in this Agreement to a "Representative" shall include an Alternate who has been appointed in accordance with this Agreement and is acting in the absence of the primary Representative.

4.2.6 The Appointing Party or group of Parties shall promptly replace any vacancy in its positions of Representative and Alternate and may, at any time, replace its Representative or Alternate by giving the Chair of the Joint Board written notice of the change including: the name(s), contact information and effective date(s) of the replacement(s).

4.2.7 Each Representative and each Alternate shall be an employee of his/her Appointing Party(ies), ValleyCom or EPSCA. No Representative or Alternate shall be deemed to be an employee of, or entitled to compensation from, any Party other than his/her Appointing Party.

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Joint Board shall be all four (4) voting Representatives and the Chair or his/her designee.

4.3.2 The Joint Board shall establish procedures for its operations and meetings, including establishing regular monthly meeting schedule and location and providing for the scheduling of special and emergency meetings. To the extent allowed by Washington law, the Joint Board may establish procedures for conducting meetings by telephonic or other electronic means provided that all Representatives and members of the public are able to hear each other during the meeting. If such procedures are established by the Joint Board, any Representative participating in a meeting by such means is deemed to be present at the meeting for all purposes including establishing a quorum.

4.3.3 The Joint Board shall take action by the unanimous vote of all four (4) voting Representatives.

4.3.4 Representatives must be present at a meeting to vote and may not vote by proxy.

4.3.5 The voting Representatives may select an acting Chair to serve in the absence of the Chair or his/her designee.

4.3.6 The Joint Board shall comply with applicable requirements of the Washington State Open Public Meetings Act (Chapter 42.30 RCW).

4.4 Joint Board Actions

4.4.1 The Joint Board shall oversee the implementation, operation and maintenance of the PSERN System to the extent provided in this Agreement. In furtherance of that oversight, the Joint Board is specifically authorized to take the following actions:

a. Amend this Agreement including any exhibits;

b. Establish committees and advisory groups, including an advisory operations board of emergency radio users, to perform activities related to the PSERN Project or to provide reports or recommendations to the Joint Board related to the PSERN Project;

c. Adopt and amend policies, business rules, procedures, standards and guidelines related to the PSERN System including System access and use, security, and System and Subscriber Radio maintenance, upgrading and security;

d. Approve the Project Budget subject to County Council appropriation;

e. Approve contracts related to the Implementation Period;

f. Approve those leases related to the PSERN System for which the monthly rent exceeds the per site monthly rent authorized in the Project Budget;

g. Approve changes to PSERN System-related contracts if the cost of the change exceeds the authority granted to the Project Director under the Contracting Plan attached hereto and made a part hereof as Exhibit 1;

h. Approve the PSERN System design and any changes to same affecting System performance;

i. Approve the issuance by the County to the PSERN Contractor of Notice of Apparent Completion (NAC) of the following milestones:

(i)	Milestone 3H:	System Optimization and RF Coverage Testing
(ii)	Milestone 3J	Operational and Functional System Test
(iii)	Milestone 3K	Pilot Test with 100 Users
(iv)	Milestone 5C	Full System Acceptance

j. Approve a transition plan that defines the tasks, responsibilities and schedule for transitioning from the KCERCS to the PSERN System including moving Dispatch Centers and User Agencies onto the PSERN System;

k. Approve agreements between the County and User Agencies and Dispatch Centers establishing the terms and conditions for access to and use of the PSERN System;

l. Approve such other actions as are specified under this Agreement as being made by the Joint Board;

m. Delegate the Joint Board's authority under this Agreement subject to such limitations and conditions as the Joint Board may establish; and

n. Approve a Party's request to withdraw from this Agreement and the terms and conditions of such approval in accordance with Section 13.

4.4.2 The PSERN System-related contracts will require prompt review of deliverables and notices of milestone completion. The Joint Board shall hold special meetings as needed and take action in a timely manner so as to avoid delay and other claims by PSERN System-related contractors.

4.5 Impasse Resolution Procedure

4.5.1 If a matter requiring Joint Board action is moved at a Joint Board meeting but fails for lack of a unanimous vote by all four (4) Representatives, a voting Representative may submit written notice of an impasse to the other Representatives and the Joint Board Chair. The notice shall include a statement of the action being sought and the history of any Joint Board deliberation or vote(s) on the matter.

4.5.2 Within seven (7) days of receipt of a notice of impasse, the Chair or his/her designee shall designate a mediator to assist the Joint Board in resolving the impasse. The mediator shall be experienced in resolving disputes in public sector capital projects and may not be an employee of any of the Parties.

4.5.3 The Parties agree that it is essential to the success of the PSERN Project that any impasse be resolved as quickly as possible and accordingly agree to instruct their respective Representatives to cooperate with the mediator in good faith including expediting responses to any mediator requests for information and discussion.

4.5.4 The mediator shall promptly investigate the impasse and the respective positions of the voting Representatives. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the mediation, each Party shall pay an equal percentage share of the cost of the mediator's fees and expenses, if any. The County shall pay the mediator and invoice each Party for its share. Each party shall pay the County within thirty (30) days after receiving the invoice.

4.5.5 If the impasse is not resolved within ten (10) days of the mediator providing his/her recommendation(s), the Elected Executives Committee (EEC) shall meet with the Joint Board to attempt to resolve the impasse. The EEC shall be composed of the King County Executive; the Mayor of the City of Seattle; one elected official designated by the EPSCA Cities; and one elected official designated by the ValleyCom Cities. The Joint Board and the EEC shall convene to consider the matter and attempt to reach a resolution, which may include re-submitting the matter for a Joint Board vote, not later than twenty (20) days after the date the mediator provided his/her recommendation(s).

4.6 Emergency Procedures

Consistent with applicable Washington State law, the Joint Board may adopt procedures for providing direction and decision-making in the event of emergencies that have or may have direct, significant and material negative effects on the implementation, operation and maintenance of the PSERN System when consideration of such emergencies by the Joint Board could not occur in a timely manner, all as determined by the Chair of the Joint Board. The procedures shall set forth how an emergency is declared and who declares it. Such procedures may allow expedited procurement and contracting procedures by the Project Director to address the emergency, as may be permitted by Washington State law. Each decision made pursuant to such procedures shall be communicated to the Parties as soon as reasonably possible and shall be subject to ratification by the Joint Board in a regular or special meeting within two (2) weeks after the finding of an emergency by the Chair of the Joint Board.

4.7 Record of Action

Actions by the Joint Board shall be memorialized in writing and signed by the Chair or acting chair of the Joint Board. A copy of each action shall be distributed to each Joint Board Representative and Alternate within ten (10) Business Days of the action.

4.8 Joint Board Administrative Support

The County shall provide administrative support for the Joint Board. The cost of providing such support shall be covered by the PSERN Project Budget during the Implementation Period and by the PSERN Operations Budget during the Operations Period.

5.0 PSERN SYSTEM IMPLEMENTATION

5.1 Project Management

The County will be responsible for performing all Project management activities including:

a. all personnel actions related to the Project Director and other County employees assigned to Project activities;

b. scheduling and management of day-to-day Project activities;

c. developing a Project Budget and obtaining County Council appropriation(s), approving expenditures, and tracking expenditures against the Project Budget including its contingency;

d. developing, tracking, and updating all required Project documentation;

e. developing and performing all financial, accounting and inventory-control processes including establishing a Project Fund to receive levy and bond proceeds, processing invoices and making payments and distributions from the Project Fund, responding to audits, and tracking the receipt and distribution of equipment and other deliverables in accordance with applicable laws, regulations and policies;

f. developing and implementing a transition plan for Joint Board approval;

g. coordinating PSERN Project activities with the Parties and the KCERCS's users; and

h. providing regular reports to the Joint Board on the Project's activities during the Implementation Period.

5.2 Contracting and Equipment Ownership

5.2.1 Subject to Joint Board approval, the County will procure, execute and administer all contracts, licenses and agreements related to the planning, analysis, design, development, installation, construction and testing of the equipment, software, facilities, improvements and other elements of the PSERN System.

5.2.2 The Project Director shall be responsible for contract procurement and contract administration activities in accordance with Exhibit 1 and any emergency contracting procedures approved by the Joint Board.

5.2.3 As the Party entering into the contract(s), the County will become the owner of the delivered PSERN System equipment except as provided in Section 7 for Subscriber Radios. The County will transfer said ownership to the new PSERN Operator formed in accordance with Section 9.

5.3 PSERN System Sites

5.3.1 Subject to Joint Board approval if required under Section 4.4.1(f), the County will enter into leases and other arrangements to acquire the rights, for itself and its contractors, successors and assigns, to access, install, use, develop, or construct towers, structures, equipment, facilities and other improvements as needed for PSERN System implementation.

5.3.2 The PSERN System sites identified in the List of Party Owned/Controlled Sites, attached hereto and made a part hereof as Exhibit 2, are controlled directly or indirectly by those Parties as indicated therein. If and to the extent a Party's interest permits, each such listed Party agrees to enter into a lease(s), assignment or other appropriate agreement with the County to permit the use by the PSERN System of the listed site(s) under its control on terms and conditions no worse than the best terms and conditions (for the lessee) that are then applicable in a comparable lease, license or agreement with another governmental entity. Consideration for such a lease may be provided as a cash payment, credit, or reciprocal benefit.

5.3.3 If during the PSERN System design process, other potential locations for PSERN System equipment or facilities are identified on any land or any improvement (such as buildings and towers) in which any Party has an ownership or tenancy interest, or otherwise controls, directly or indirectly through EPSCA or ValleyCom, then subject to any legal limitations, such Party agrees to enter into a lease(s), assignment or other appropriate agreement with the County to permit the use of such land or improvements by the PSERN System. Notwithstanding the forgoing, a Party shall not be required to enter into any lease, assignment, or other agreement that impairs a Party's right and ability to use the equipment or facilities as necessary for KCERCS or the Party's own purposes. The land and improvements shall be offered to the County:

a. with a right of first refusal; and

b. on terms and conditions no worse than the best terms and conditions (for the lessee) that are then applicable in a comparable lease, license or assignment with another governmental entity. Consideration for such a lease may be provided as a cash payment, credit, or reciprocal benefit.

5.3.4 Nothing in this Agreement shall require a Party, ValleyCom, or EPSCA to terminate or interfere with an existing lease or use of land or improvements.

5.3.5 The Parties will cooperate with the County in fulfilling its role and responsibilities under this Agreement. Without limiting the foregoing, the EPSCA Cities and the ValleyCom Cities shall propose and support measures at the EPSCA and ValleyCom boards, respectively, as necessary to effect the purposes and intent of this Section 5.3 and to the extent permitted by law.

5.3.6 In the event the Project is not funded by a voter approved measure prior to January 1, 2018, and this Agreement terminates on January 1, 2018, all leases and agreements entered into pursuant to this Section 5.3 shall also terminate on

January 1, 2018 unless otherwise agreed to by the parties to the lease or agreement.

5.4 Frequencies

5.4.1 The Parties agree that they will cooperate with the County in any Federal Communications Commission process or application necessary to make available, or cause to be made available, for use in the PSERN System the licensed frequencies identified in the List of Frequencies attached hereto and made a part hereof as listed in Exhibit 3, and including any successor frequencies under re-banding. As part of the PSERN System design process, the Parties agree to cooperate in the development of PSERN frequency plans including agreeing to relicensing frequencies from the sites in which they are currently used to other sites in the PSERN System. Further, the Parties will consent to use of frequencies by the County and the PSERN Contractor under the design standards of the PSERN System.

5.4.2 The Parties will cooperate with the County in fulfilling its role and responsibilities under this Agreement. Without limiting the foregoing, the EPSCA Cities and the ValleyCom Cities shall propose and support measures at the EPSCA and ValleyCom boards, respectively, as necessary to effect the purposes and intent of this Section 5.4.

5.4.3 In the event a Party withdraws or otherwise terminates its participation in this Agreement and the PSERN System, it shall surrender all rights and interests it may have or claim to have in any frequencies determined by the Joint Board to be necessary for the PSERN System. The provisions and obligations of this Section 5.4 shall survive any termination of, or a Party's withdrawal from, this Agreement.

5.4.4 The Parties agree to take all steps necessary to ensure that all spectrum used in the PSERN System is transferred to and licensed in the name of the PSERN Operator to which ownership of the PSERN System is transferred after FSA. Said transfer and re-licensing shall be effected within sixty (60) days after ownership of the PSERN System has been transferred to the PSERN Operator.

5.4.5 Any frequencies currently used in KCERCS which are not reused in the PSERN System shall remain in the name of the original licensee under KCERCS and shall not be transferred to the PSERN Operator.

5.4.6 If the PSERN Project is terminated prior to FSA, or if following FSA the PSERN System is abolished in its entirety, the PSERN Operator (or if it has not yet been created, the County) will take all steps necessary to transfer the frequencies surrendered pursuant to this Section 5.4 back to each of the Parties, EPSCA, and ValleyCom, and/or their successors.

5.5 Transition from KCERCS to the PSERN System

5.5.1 The Parties agree to continue to operate and maintain the central switch, sub-systems and other elements of KCERCS to the extent the Parties directly or indirectly control such elements until the issuance of FSA of the PSERN System or such other time as the Joint Board approves. Nothing in this Agreement shall be interpreted to require a Party to undertake any action that would adversely and materially impact a Party's ability to operate KCERCS as necessary for public safety through the Implementation Period.

5.5.2 The Parties shall cooperate with each other in implementing the transition from the KCERCS to the PSERN System including:

a. moving or removing, or causing/permitting such moving or removing, of KCERCS equipment to accommodate the installation of PSERN System equipment;

b. consenting to the use by the County of frequency licenses for use in the PSERN System during the Implementation Period and until the licenses are transferred to the PSERN Operator, by:

(1) executing letters of concurrence allowing the County to be a co-licensee for those frequencies during the Implementation Period; and

(2) unlicensing those frequencies used by PSERN; and

c. timely performance of all applicable tasks and responsibilities specified in the Transition Plan adopted by the Joint Board.

5.5.3 The County will serve as the PSERN System manager and enter into agreements with Dispatch Centers and User Agencies establishing the terms and conditions for their transition to and use of the PSERN System, as more fully described in Sections 6 and 7.

5.5.4 Through their direct or indirect participation on the KCERCS's Regional Communications Board, the Parties agree to take such actions as are necessary to effect the purposes of this section and any other matter necessary to the transition from the KCERCS to the PSERN System.

5.6 Decommissioning of KCERCS

It is expected that through the PSERN Project, all KCERCS equipment will be decommissioned and removed. However, to the extent KCERCS equipment is not decommissioned and removed due to a decision by the Joint Board or a Party, the Parties shall be responsible for decommissioning the elements of the KCERCS that they own or are owned by entities in which they participate.

6.0 DISPATCH CENTER EQUIPMENT IMPLEMENTATION

6.1 Dispatch Center Equipment

The PSERN Project Budget will fund the purchase of certain PSERN System equipment that will be installed at Dispatch Centers in King County in a like-for-like exchange of existing KCERCS-related equipment in order to enable the Dispatch Centers to access and use the PSERN System. The County shall be the owner of said PSERN System equipment during the Implementation Period and will transfer ownership to the PSERN Operator as provided in Section 9.

6.2 Dispatch Center Agreements

Neither the County nor the PSERN Operator may deny consoles or console service to any Dispatch Center. As a condition of using said new equipment and the PSERN System, each Dispatch Center shall enter into a Dispatch Center Agreement with the County or the PSERN Operator. The County and the PSERN Operator shall make consoles and console service available to each Dispatch Center on substantially similar terms and conditions. The Dispatch Center Agreement shall include, among others terms, the following:

a. a grant by the Dispatch Center to the County and its successors and assigns for the space, access rights, power, fiber connections, internet access and other resources necessary for the County and its contractors to deliver, store, install, test, operate and maintain PSERN System equipment;

b. the quantities and types of equipment that will be funded by the PSERN Project Budget and installed at the Dispatch Center;

c. the schedule and locations for installation and testing of said equipment and training users;

d. the provision that the County or PSERN Operator, as appropriate, will provide maintenance, updates, and upgrades to consoles for as long as they shall remain in service and owned by the County or the PSERN Operator;

e. the process for repairing/replacing/upgrading equipment;

f. the obligations for the Dispatch Center to pay the user fees and other costs of connecting to the PSERN System during the Operations Period;

g. the Dispatch Center is responsible for theft, damage or other loss after delivery of equipment to the Dispatch Center's facility; and

h. a commitment by the Dispatch Center to execute a novation replacing the County with the new PSERN Operator for the Operations Period.

If a Party or entity is both a Dispatch Center and a User Agency, the above provisions may be addressed in a single Dispatch Center/User Agency Agreement.

7.0 SUBSCRIBER RADIO EQUIPMENT IMPLEMENTATION

7.1 County Purchase of Initial Order of Subscriber Radios

Pursuant to an executed User Agency Agreement as provided in Section 7.4, the County will purchase initial orders of Subscriber Radios on behalf of all User Agencies. Ownership of said County-purchased Subscriber Radios will be transferred to the User Agencies within the same fiscal year that the Subscriber Radios are put into service. User Agencies may enter into "piggyback" contracts with the PSERN Contractor for the direct purchase of additional Subscriber Radios.

7.2 Project Funding for Certain Subscriber Radios

The PSERN Project Budget will be used to fund the initial order of certain types of Subscriber Radios and accessories for the User Agencies identified in the List of User Agencies Eligible for Radio Exchanges, which is attached hereto and made a part hereof as Exhibit 5. A User Agency listed in Exhibit 5 shall be eligible to receive a Project-funded Subscriber Radio and a kit of standard accessories in exchange for a trade-in radio used in the KCERCS, provided that each trade-in radio:

a. was an active radio in the KCERCS zone controller within thirty (30) days prior to the date of the exchange; and

b. is an operable radio at the time of the exchange.

The new Subscriber Radio funded by the Project Budget shall be the type of radio as listed in Exhibit 5 that is the nearest equivalent to the trade-in radio.

7.3 Payments by User Agencies

7.3.1 A User Agency that is listed on Exhibit 5 shall pay the County for the added costs of any Subscriber Radios, features and accessories that are not covered by the Project Budget under Section 7.2.

7.3.2 A User Agency that is not listed in Exhibit 5 shall pay the County for the full cost, including taxes, of any Subscriber Radio purchased by the County on its behalf.

7.3.3 The County shall establish the method and timing of such payments in advance of placing an order with the PSERN Contractor.

7.4 User Agency Agreements

No User Agency may register or use a radio or other device on PSERN unless it has entered into a User Agency Agreement with the County or the PSERN Operator. Neither the County nor the PSERN Operator may deny radios or radio service to any agency permitted to be licensed in the Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 if that agency enters into and complies with the provisions of a User Agency Agreement. The User Agency Agreements shall include, among other terms, the following:

a. the quantities and types of Subscriber Radios that will be funded by the PSERN Project Budget and the amounts to be paid by the User Agency;

b. designation of the User Agency's status (primary or secondary) and priorities at the talkgroup level;

c. a grant of all space, access rights, power and other resources necessary for the County and its contractors to deliver, store, install, and test Subscriber Radios;

d. the schedule and locations for installation and testing of Subscriber Radios and user training;

e. the central management of encryption keys and the template for programming User Agency radios;

f. the prohibition with applicable timeframes on a User Agency's re-sale or transfer of any Subscriber Radios and the requirements for tracking and reporting all Subscriber Radios to the County;

g. the terms for use of the System including acceptable equipment models and features, protocols, maintenance standards and other conditions;

h. the process for repairing/replacing Project-funded Subscriber Radios through the end of the warranty period;

i. the obligations for the User Agency to pay the user fees and other costs of connecting to the PSERN System during the Operations Period;

j. the User Agency is responsible for theft, damage or other loss after delivery of equipment to the User Agency's facility; and

k. a commitment by the User Agency to execute a novation replacing the County with the new PSERN Operator for the Operations Period.

8.0 PSERN PROJECT BUDGET FOR IMPLEMENTATION PERIOD

8.1 Funding of Project Budget

The PSERN Project Budget will be funded by proceeds from a County-wide property tax levy and, as needed, proceeds from bond or other debt instruments issued by the County. The reimbursement and other payments provided under this Section are conditioned upon voter-approval of the funding levy and the County Council's adoption of an appropriation for the PSERN Project Budget. Except as provided in this Agreement or by action of the Joint Board, the City of Seattle, the EPSCA Cities, and ValleyCom Cities shall not be required to reimburse the PSERN Project Budget or the County for costs incurred during the Implementation Period.

8.2 Elective Contract Change

8.2.1 Any Contract Change determined by the Project Director to be elective, must be approved in advance by the Joint Board. The Joint Board may approve the Contract Change either as an Elective Contract Change or if the Joint Board determines the change is not elective, as a Contract Change. At the time the Joint Board approves an Elective Contract Change, it shall also approve a reimbursement allocation for the cost of the Elective Contract Change to be paid by one or more Parties in the event the Project Budget is insufficient to cover some or all of the cost of the Elective Contract Change as described in Section 8.2.2 below.

8.2.2 At the end of the Implementation Period, if the PSERN Project Budget is insufficient to pay the reimbursements and payments provided in this Section 8, the Parties shall reimburse the PSERN Project Budget for all Elective Contract Changes according to the allocations approved by the Joint Board, up to the amount of the budget shortfall beginning with the first adopted Elective Contract Change and proceeding in chronological order.

8.3 Reimbursement of Planning Phase Costs

8.3.1 The County shall use the Project Budget to reimburse itself, the City of Seattle, EPSCA and ValleyCom for the following costs incurred from August 1, 2012, through the start of the Implementation Period:

a. the costs of staff labor hours expended on planning, analysis, procurement, legal and other PSERN System-related activities; and

b. the costs of technical, financial, consultant, legal and other contractor services related to the PSERN System.

Reimbursement of labor hours shall be at the applicable hourly, monthly or annual rate that is used in the normal course when the employee's time is charged for other purposes. Reimbursement for contractor services shall be at the reasonable, actual amount paid by the agency seeking reimbursement.

8.3.2 Requests for reimbursement under this Section 8.3 may be submitted to the County after the County Council's adoption of a PSERN Project Budget and appropriation.

8.3.3 Requests shall be submitted on a form prescribed by the County and be accompanied by such documentation as the County may require including time records and invoices.

8.4 Administrative, Election and Financing Costs

The Project Budget shall cover the County's costs of providing administrative support to the Joint Board and the election, legal, financing, administration and other costs associated with the levy and the issuance of any bonds or other debt financing.

8.5 Reimbursement of Implementation Period Costs

8.5.1 The Project Budget shall cover all of the County's costs incurred during the Implementation Period including:

a. payments to the PSERN Contractor and other contractors
b. County labor and internal charges
c. rents, fees and other costs related to real property access and development activities
d. insurance
e. equipment, tools, technology, devices, vehicles and supplies
f. travel
g. training
h. fuel
i. freight
j. utilities
k. security systems and services
l. road maintenance
m. cost of claims, litigation and related legal and other expenses.

8.5.2 The County shall use the Project Budget to reimburse the City of Seattle, EPSCA and ValleyCom for the costs of staff labor hours expended during the Implementation Period on all PSERN System-related activities contemplated or required under this Agreement, including:

a. preparation for and participation at Joint Board and technical committee meetings;

b. witnessing the PSERN Contractor's factory testing, field testing of infrastructure and coverage testing; and

c. escorting PSERN Contractor personnel to sites at which the City of Seattle, EPSCA or ValleyCom have current KCERCS maintenance responsibilities.

Reimbursement of labor hours shall be at the applicable hourly, monthly or annual rate that is used in the normal course when the employee's time is charged for other purposes. Requests for reimbursement shall be submitted on a calendar quarter basis following the County Council's adoption of an appropriation for the PSERN Project Budget. Failure to submit a request within sixty (60) days after the end of a calendar quarter shall constitute a waiver of any reimbursement for cost incurred in said quarter. Requests shall be submitted on a form prescribed by the County and be accompanied by such documentation as the County may require including time records and invoices.

8.6 Subscriber Radio Purchases

The Project Budget will be used to fund the initial order of certain types of Subscriber Radios and accessories as provided in Section 7.

8.7 PSERN Operator's Start-up Costs

Upon creation of a new PSERN Operator as provided in Section 9.1, the County shall pay to said PSERN Operator the amount specified in the Project Budget for the new PSERN Operator's pre-FSA expenses for start-up activities under Section 9.2 and the Operations Period ILA.

8.8 System Transition Stabilization Fund

The County shall, within the Project Budget, create a PSERN System Transition Stabilization Fund in the amount of $ 2,619,406.00, the purpose of which shall be to reduce and phase in the impact of increased console and radio rates on PSERN System User Agencies and Dispatch Centers. By March 31 of the year prior to the expected date for FSA as projected by the Project Manager, the Joint Board shall adopt a System Transition Stabilization Fund plan.

9.0 TRANSFER OF SYSTEM FOR OPERATIONS PERIOD

9.1 Creation of a new PSERN Operator

Not later than one year prior to the expected date for FSA as projected by the Project Manager, the Parties shall create and establish a non-profit corporation as authorized under RCW 39.34.030 to own, operate, maintain, manage and upgrade/replace the PSERN System during the Operations Period.

9.2 Start-up of PSERN Operator

As provided in the Operations Period ILA, the Parties shall cause said new PSERN Operator to hire an Executive Director and staff, train staff, establish facilities, contract for goods and services, install systems and undertake all other steps necessary for the PSERN Operator to be able to accept the transfer of the PSERN System from the County and be fully responsible for the Operations Period upon issuance of FSA by the Joint Board.

9.3 Transfer and Novation Agreements

The Parties shall cause the PSERN Operator to enter into agreements with the County and third parties that effect the following upon FSA and after the County has determined and notified the Parties that all Implementation Period activities have been completed:

a. transfer all PSERN System-related equipment (other than subscriber radios as provided in Section 7.0); and

b. the novation of the contract with the PSERN Contractor, the Dispatch Center and User Agency Agreements and all licenses, leases and other contracts and agreements related to the PSERN System.

The Parties intend and agree that the PSERN Operator shall be deemed to be the successor to the County for all PSERN System purposes and shall assume all of the County's rights, responsibilities and liabilities under said contracts, licenses, leases and agreements.

10.0 OPERATIONS AND MAINTENANCE PENDING TRANSFER

10.1 Interim Operations

If the transfer of the PSERN System is not completed as provided in Section 9.0 above and the PSERN Operations Period ILA, then the County may continue to operate and maintain the PSERN System after FSA.

10.2 Cost Allocation Model

10.2.1 In the event the transfer to a new PSERN Operator has not occurred and if the County continues to act as the lead for operations and maintenance beyond FSA, the County will be paid monthly user rates by each Dispatch Center and User Agency, based on the Cost Allocation Model at Exhibit 4, until the transfer occurs and the County has closed out its role and incurs no more costs.

10.2.2 The Cost Allocation Model shall be applied to an annual Operations Budget developed by either the County or the PSERN Operator for each calendar year of Operations after FSA. The Dispatch Center and User Agency rates shall be recalculated annually to reflect cost changes from January 1 through December 31 of each year, and shall be included in the Operations Budget, which shall be subject to approval by the Joint Board.

10.2.3 By May 1 of each year, the County or PSERN Operator shall calculate the share of costs to be billed to the Dispatch Centers and User Agencies in accordance with the Cost Allocation Model and Operations Budget in the coming year and transmit that information to each Dispatch Center and User Agency.

10.3 The County shall collect fees in accordance with the Dispatch Center and User Agency Agreements.

11.0 INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND RECORDS

11.1 Intellectual Property

The Parties may be provided with products, documents or other deliverables related to the PSERN System that are the subject of copyright, trade secret and other intellectual property rights of, or claims of such rights. Each Party agrees that it will exercise any intellectual property license rights in accordance with the license provisions of the County Contract and any other applicable licenses so long as the Party has prior notice of the license requirements.

11.2 Confidential Information

11.2.1 Each Party agrees that it will: (a) limit the distribution of Confidential Information to those employees, contractors or other persons who have a reasonable business need to know such information; and (b) take all reasonable care, and not less than the care the Party applies to its own confidential information, to prevent unauthorized use or disclosure of Confidential Information. Each Party agrees that it will not use, copy, convey or disclose any Confidential Information to any other person or entity unless expressly authorized in writing by the person that provided the Confidential Information or as may be required by law.

11.2.2 Such care shall include: (a) requiring such employees, contractors or other persons to sign a nondisclosure agreement; (b) requiring any contractors to also undertake reasonable protection measures; and (c) promptly enforcing any violations of such agreements.

11.3 Records.

11.3.1 Each Party shall keep records as required by state law and in accordance with such policies, procedures and retention schedules as may be established by the Joint Board. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.

11.3.2 Each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Joint Board. If a Party receives a public records request for records related to the PSERN System, the Party receiving the request shall promptly notify the Project Director and the Joint Board. Absent agreement by the Parties on other arrangements, the Party receiving the request shall remain responsible for responding to the requester. In the event a request for records is addressed to the Joint Board but specifies records of a single Party, such Party shall assume responsibility for responding to the request. In the event a request for records is addressed to the Joint Board but does not specify records of a single Party, the County shall assume responsibility for coordinating the Parties' response to the request.

11.3.3 If the requested records include any Confidential Information, the Party receiving the request shall promptly notify the Party or other person or entity that designated the information as Confidential Information. Any Party receiving a public records request that includes Confidential Information shall not disclose the Confidential Information for ten (10) business days in order to give the affected Party or third party the opportunity to take whatever action they deem necessary to protect their interests before disclosure of the Confidential Information. A Party receiving a public disclosure request shall not be required to take any legal action in order to prevent disclosure of Confidential Information, nor shall a Party incur any liability to any other Party for disclosing Confidential Information in response to a public disclosure request so long as the disclosing Party has complied with the provisions of this Section 11.

12.0 FORCE MAJEURE

Acts of nature, acts of civil or military authorities, acts of war, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, strikes and other labor disruptions, and other industrial, civil or public disturbances that are not reasonably within the control of a Party causing the Party's inability to perform an obligation under this Agreement are "Force Majeure Events." If any Party is rendered unable, wholly or in part, by a Force Majeure Event, to perform or comply with any obligation or condition of this Agreement, such obligation or condition shall be suspended for the time and to the extent reasonably necessary to allow for performance and compliance and restoration of normal operations.

13.0 TERMINATION OF AGREEMENT; WITHDRAWAL OF A PARTY

13.1 Termination of Agreement by Joint Board.

The Joint Board may terminate this Agreement in its entirety by the unanimous affirmative vote of all voting Representatives.

13.2 Withdrawal of a Party.

13.2.1 In the event that a Party desires to withdraw from this Agreement, it shall give written notice to the Joint Board including its reasons therefor, a description of the probable impacts on the other Parties, a description of the probable impacts to the scope, schedule and budget of the PSERN Project and a proposed withdrawal work plan that will identify all necessary actions which need to be undertaken to effect the withdrawal.

13.2.2 Upon receipt of the above-described notice and information, the Joint Board will consider the request for withdrawal. The Joint Board may in its sole discretion approve a Party's request to withdraw from this Agreement and establish any terms and conditions for approval. Approval requires a unanimous vote of all voting Representatives on the Joint Board.

13.2.3 A Party that is permitted to withdraw shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section 15.14 as surviving a withdrawal. A withdrawing Party shall be solely liable for any actual costs to the other Parties arising out of or resulting from the withdrawal. Any such costs or other amounts owed under this Agreement by a withdrawing Party shall be paid prior to the effective date of the withdrawal or, if such amounts are not yet established, then within thirty (30) days after the amount is established.

14.0 LEGAL RELATIONS

14.1 Independent Contractors and No Third Party Beneficiaries

14.1.1 Each Party to this Agreement is an independent contractor with respect to the subject matter herein. No joint venture or partnership is formed as a result of this Agreement.

14.1.2 Nothing in this Agreement shall make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

14.1.3 It is understood and agreed that this Agreement is solely for the benefit of the Parties, ValleyCom and EPSCA and gives no right to any other person or entity.

14.2 Claims Arising from the Joint Board's Acts or Omissions

The Parties agree to share the cost, including the costs of defense, in the event of any claim, lawsuit, demand, judgment, award or liability of any kind against the Joint Board, any Party, ValleyCom or EPSCA and their respective officials and employees ("Claim(s)") arising out of, or in any way resulting from: (a) a Joint Board action or failure to act; or (b) the County's acts or omissions arising from a Joint Board action or failure to act. The Parties agree to share the costs arising from such a Claim(s), including the costs of defense in the following percentages:

a. King County shall be liable for 25%;

b. City of Seattle shall be liable for 25%;

c. the EPSCA Cities shall be jointly and severally liable for 25%; and

d. the ValleyCom Cities shall be jointly and severally liable for 25%

The Parties agree to cooperate with each other as necessary in responding to and defending against all such Claims, which may include developing a joint defense plan.

14.3 Other Claims

Except for a Claim covered by Section 14.2, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all Claims, arising out of, or in any way resulting from, the indemnifying Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless any other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of another Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

14.4 Waiver of Consequential and Certain Other Damages

ALTHOUGH EACH PARTY ACKNOWLEDGES THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST EPSCA, VALLEYCOM, THE OTHER PARTIES, AND THEIR RESPECTIVE OFFICALS AND EMPLOYEES FOR ANY: COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, PROVIDED THAT THIS SECTION SHALL ONLY APPLY TO CLAIMS BETWEEN AND AMONG THE PARTIES, EPSCA AND VALLEYCOM, AND SHALL NOT BE INTERPRETED TO LIMIT ANY CLAIMS BROUGHT PURSUANT TO SECTION 14.3.

14.5 In the event that any of the Parties or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section 14, all such fees, expenses, and costs shall be recoverable from the responsible Party or combination of the Parties to the extent of that Party's/those Parties' culpability.

14.6 The provisions of this Section 14 shall survive the expiration or termination of this Agreement.

15.0 GENERAL

15.1 Filing of Agreement

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

15.2 Time of the Essence

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

15.3 Specific Performance

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

15.4 No Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

15.5 Parties Not Relieved of Statutory Obligations

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by the Joint Board, the performance may be offered in satisfaction of the obligation or responsibility.

15.6 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

15.7 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Joint Board.

15.8 Dispute Resolution

If one or more Parties believes another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation in accordance with the process provided in Section 4.5. If the Parties submit the matter to mediation and the matter is not resolved, then the aggrieved Party shall be entitled to pursue any legal remedy available.

15.9 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

15.10 Amendment Only In Writing

This Agreement may be amended by action of the Joint Board in accordance with Section 4.4.1.

15.11 Notices

15.11.1 Any notice under this Agreement shall be in writing and shall be addressed to the Chair of the Joint Board, the Project Director and to each Party's Representative. Any notice may be given by certified mail, overnight delivery, facsimile telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

15.11.2 The names and contact information set forth in Contact Information, attached hereto and made a part hereof as Exhibit 6, shall apply until amended in writing by a Party providing new contact information to each other Party.

15.12 Choice of Law; Venue

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

15.13 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

15.14 Survival Provisions

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal from this Agreement.

Section 11 Intellectual Property, Confidential Information and Records

Section 14 Legal Relations

Section 15.12 Choice of Law; Venue

Additionally, unless otherwise determined by the Joint Board, Sections 5.3 and 5.4 shall survive a Party's withdrawal from this Agreement.

15.15 Counterparts

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names in the spaces provided below.

KING COUNTY	**CITY OF AUBURN**
______________________________	______________________________
Name ________________________	Name ________________________
Title _________________________	Title _________________________
Date _________________________	Date _________________________
	Attest:
	City Clerk ____________________
Approved as to Form:	Approved as to Form:
______________________________	______________________________
Deputy Prosecuting Attorney	City Attorney
CITY OF BELLEVUE	**CITY OF FEDERAL WAY**
______________________________	______________________________
Name ________________________	Name ________________________
Title _________________________	Title _________________________
Date _________________________	Date _________________________
Attest:	Attest:
City Clerk ____________________	City Clerk ____________________
Approved as to Form:	Approved as to Form:
______________________________	______________________________
City Attorney	City Attorney

CITY OF ISSAQUAH

____

Name ___________________________

Title ___________________________

Date ___________________________

Attest:

City Clerk _______________________

Approved as to Form:

____
City Attorney

CITY OF KENT

____

Name ___________________________

Title ___________________________

Date ___________________________

Attest:

City Clerk _______________________

Approved as to Form:

____
City Attorney

CITY OF KIRKLAND

____

Name ___________________________

Title ___________________________

Date ___________________________

Attest:

City Clerk _______________________

Approved as to Form:

____
City Attorney

CITY OF MERCER ISLAND

____

Name ___________________________

Title ___________________________

Date ___________________________

Attest:

City Clerk _______________________

Approved as to Form:

____
City Attorney

CITY OF REDMOND

____

Name ________________________

Title _________________________

Date _________________________

Attest:

City Clerk _____________________

Approved as to Form:

____
City Attorney

CITY OF RENTON

____

Name ________________________

Title _________________________

Date _________________________

Attest:

City Clerk _____________________

Approved as to Form:

____
City Attorney

CITY OF SEATTLE

____

Name ________________________

Title _________________________

Date _________________________

Attest:

City Clerk _____________________

Approved as to Form:

____
City Attorney

CITY OF TUKWILA

____

Name ________________________

Title _________________________

Date _________________________

Attest:

City Clerk _____________________

Approved as to Form:

____
City Attorney

Exhibit 1

Contracting Plan

1.0 General

1.1 This Contracting Plan sets forth the general contract procurement and contract administration responsibilities of the County and its employees with regard to those contracts determined to be necessary or desirable for the planning, implementation, testing, operation and maintenance of the PSERN System during the term of the Agreement. Such contracts include contracts with: (a) the vendor providing the PSERN System and Subscriber Radios; (b) the consultant designing the improvements at certain sites; and (c) the contractor constructing said site improvements.

1.2 The Project Director, and those King County employees designated by the Project Director, shall be responsible for the procurements and day-to-day administration of such contracts and shall make all decisions related thereto subject to such approval by the Joint Board as may be required by the Agreement

2.0 Contract Procurement Activities

2.1 The County shall be responsible for the following contract procurement activities:

a. drafting and issuing the applicable Invitations To Bid (ITBs) or Requests for Proposals ("RFPs") and any modifications to these documents;
b. responding to questions and evaluating bids or proposals submitted in response to the ITBs or RFPs;
c. conducting contract negotiations;
d. awarding contracts and responding to any protests or challenges to the awards; and
e. responding to requests for County records related to the procurement processes.

2.2 The Joint Board may appoint technical or other committees to participate with the County in the above procurement activities by providing timely review, comments and recommendations to the County's Buyer and Project Director, as applicable.

3.0 Contract Administration Activities

3.1 The County shall be responsible for administering PSERN System-related contracts including the following activities:

a. Monitoring contractors' compliance with contract schedule, scope, budget, quality requirements, and all other terms and conditions;
b. Participating in inspections, testing and other compliance-verification measures;
c. Identifying performance deficiencies and requiring remediation;
d. Managing the Contract Change Order and amendment processes and performing cost/price analyses of Contract Changes as necessary;
e. Reviewing and responding to the contractors' deliverables and assertions of milestone completion within prescribed review timeframes using the agreed upon procedures;
f. Responding to and resolving contractor claims;
g. Processing and paying contractor invoices;
h. Administering warranty claims;

i. Coordinating communications between contractors and the owners of sites and facilities at which PSERN System equipment will be located or current equipment will be removed;
j. Coordinating communications between contractors and the owners of vehicles in which PSERN System equipment will be installed;
k. Coordinating with User Agencies in the ordering of Subscriber Radios;
l. Coordinating internal and external audits;
m. Responding to information and public disclosure requests from the public and media;
n. Monitoring expenditures compared to the Project Budget, including use of contingency amounts;
o. Providing reports to the Joint Board on contract administration and the current status of the PSERN Project; and
p. Contract Close-out.

3.2 The Project Director shall develop appropriate procedures and practices for the activities listed above. The Project Director may amend such procedures and practices as necessary.

3.3 The Parties acknowledge that it is essential the Project Director serve as the sole communication conduit with each contractor on matters related to the PSERN System. Unless specifically designated by the Project Director, the Joint Board Representatives, their Alternates, members of any committees and the Parties and their employees, representatives, consultants, and agents shall not communicate with the contractors on PSERN System-related matters.

4.0 Contract Changes

4.1 The County shall execute in writing any changes or amendments to a contract's terms, conditions, specifications, scope, schedule, price, or other requirements ("Contract Change").

4.2 Except in case of an emergency, the Project Director shall obtain prior-approval by the Joint Board of any Contract Change that:

a. individually adds more than $200,000 in contract cost;
b. collectively, when combined with all other Contract Changes to the applicable contract, adds more than $1,000,000 in cost to that contract;
c. adds more than thirty (30) days to a contract's schedule;
d. materially changes the PSERN System design;
e. exceeds a PSERN Project Budget line item; or
f. that the Project Director determines to be elective.

5.0 Contractor Claims

5.1 In the event a contractor files a claim for additional time or money, the Project Director shall notify the Joint Board of the requested Contract Change and whether the Project Director approves or rejects same. The Project Director is authorized to negotiate and resolve such claims, subject to the same limitations as regarding Contract Changes set forth above.

5.2 The Joint Board, its committees and the Parties shall cooperate with the Project Director and support the Project Director in responding, defending and/or resolving such claims including collecting and providing information and participating in any dispute resolution and legal proceedings related to such contractor requests or claims.

6.0 Conditions on Participation in Procurement and Contract Administration Activities

The Project Director may require, as a condition of participating in the PSERN System procurement and contract administration activities, that Joint Board Representatives and Alternates, committee members and any other individuals agree in writing to keep information confidential and comply with all laws, regulations, PSERN System contracts, County requirements and the provisions of this Agreement including provisions relating to conflict of interest, confidentiality, records retention, records disclosure and other requirements.

END OF EXHIBIT 1.

Exhibit 2

List of Party Owned/Controlled Sites

King County Sites	Seattle Sites	Valleycom Sites	EPSCA Sites
Clearview	Apple Cove	Cambridge	Education Hill
Crista	Capitol Hill	McDonald Peak	Norway Hill
Federal Way	Northeast	Skyway	West Tiger Mountain
Grass Mountain	West Seattle		
Harborview Medical Center		**Kent Sites**	**Redmond Sites**
King County Courthouse		Cambridge	Education Hill
King County Jail			
King County Regional Justice Center			**Bellevue Sites**
Marysville Water Tank			Bellevue Fire Station 9
Rattlesnake Mountain			
Ring Hill			
Snoqualmie Pass			
Sobieski Mountain			
Squak Mountain			
Top Hat			
View Park			

Participating PSAP'S and Dispatch Locations	
Bothell Police Department	PSAP
Enumclaw Police Department	PSAP
Harborview Medical Center	DISPATCH
Issaquah Police Department	PSAP
King County Courthouse	DISPATCH
King County Jail	DISPATCH
NORCOM 911	PSAP
King County RCECC	PSAP
Redmond Police Department	PSAP
King County Regional Justice Center	DISPATCH
Seattle Fire Department	PSAP
Seattle Police Department	PSAP
Seattle Public Utilities	DISPATCH
Sound Transit LCC	DISPATCH
Sound Transit OMF	DISPATCH
UW Police Department	PSAP
Valleycom	PSAP
King County Youth Service Center	DISPATCH

END OF EXHIBIT 2.

Exhibit 3

List of Frequencies

Seattle		EPSCA		Valleycom	
Fixed	Mobile	Fixed	Mobile	Fixed	Mobile
851.1875	806.1875	851.1375	806.1375	851.0625	806.0625
851.4125	806.4125	851.8875	806.8875	851.0875	806.0875
851.9375	806.9375	852.6375	807.6375	851.1625	806.1625
851.9875	806.9875	853.3875	808.3875	851.3625	806.3625
852.1625	807.1625	853.4125	808.4125	851.8125	806.8125
852.6875	807.6875	854.2375	809.2375	851.9625	806.9625
852.9125	807.9125	855.4875	810.4875	852.1125	807.1125
853.4375	808.4375	866.1625	821.1625	852.6125	807.6125
853.6625	808.6625	866.2125	821.2125	852.7125	807.7125
854.1125	809.1125	866.4125	821.4125	852.8625	807.8625
854.1875	809.1875	866.4625	821.4625	853.3125	808.3125
854.3625	809.3625	866.6625	821.6625	853.4875	808.4875
854.4125	809.4125	866.9125	821.9125	853.6125	808.6125
866.2875	821.2875	866.9875	821.9875	854.0875	809.0875
866.3125	821.3125	867.2250	822.2250	854.2875	809.2875
866.3375	821.3375	867.2500	822.2500	855.7125	810.7125
866.4375	821.4375	867.3125	822.3125	855.9875	810.9875
866.6875	821.6875	867.3625	822.3625	856.4375	811.4375
866.7125	821.7125	867.3875	822.3875	856.7125	811.7125
866.7375	821.7375	867.4875	822.4875	856.9375	811.9375
866.8875	821.8875	867.8125	822.8125	857.2625	812.2625
867.2875	822.2875	867.8875	822.8875	857.4375	812.4375
867.7625	822.7625	868.2000	823.2000	857.7125	812.7125
867.7875	822.7875	868.2250	823.2250	857.9375	812.9375
868.1750	823.1750	868.5250	823.5250	858.2625	813.2625
868.4750	823.4750	868.6500	823.6500	858.7125	813.7125
868.6750	823.6750	868.7750	823.7750	858.9375	813.9375
868.8750	823.8750	868.8250	823.8250	859.4375	814.4375
866.1625	821.1625	868.9000	823.9000	859.9375	814.9375
866.4125	821.4125	868.9500	823.9500	860.2625	815.2625
866.6625	821.6625	868.9750	823.9750	860.7125	815.7125
868.2250	823.2250	867.0125	822.0125	866.3625	821.3625
868.6500	823.6500			866.3875	821.3875
868.9000	823.9000			866.9375	821.9375
867.5125	822.5125			866.9625	821.9625
				867.3375	822.3375
				867.4375	822.4375
				867.8375	822.8375
				867.8625	822.8625
				868.4250	823.4250
				868.4500	823.4500
				866.5125	821.5125

King County			King County	
Fixed	**Mobile**		**Fixed**	**Mobile**
154.9650	153.9950		866.3875	821.3875
155.1900	154.6500		866.4875	821.4875
155.3700	155.3700		866.4875	821.4875
460.5500	465.5500		866.5500	866.5500
851.0625	806.0625		866.5750	866.5750
851.0875	806.0875		866.6000	866.6000
851.1625	806.1625		866.6250	866.6250
851.3625	806.3625		866.6500	866.6500
851.8125	806.8125		866.9375	821.9375
851.9625	806.9625		866.9625	821.9625
852.1125	807.1125		867.3375	822.3375
852.6125	807.6125		867.4375	822.4375
852.8625	807.8625		867.4625	822.4625
853.3125	808.3125		867.6875	867.6875
853.4875	808.4875		867.6875	867.6875
853.6125	808.6125		867.7000	867.7000
854.0875	809.0875		867.7125	822.7125
854.2875	809.2875		867.8375	822.8375
855.2375	810.2375		867.8625	822.8625
855.9875	810.9875		867.9750	822.9750
856.2375	811.2375		868.0125	823.0125
856.4625	811.4625		868.2500	823.2500
856.4875	811.4875		868.4000	823.4000
856.9625	811.9625		868.4250	823.4250
856.9875	811.9875		868.4500	823.4500
857.2375	812.2375		868.5750	823.5750
857.4625	812.4625		868.7000	823.7000
857.4875	812.4875			
858.2375	813.2375			
858.4625	813.4625			
858.4875	813.4875			
858.9625	813.9625			
859.4625	814.4625			
860.4625	815.4625			
860.9625	815.9625			
866.0125	821.0125			
866.0500	866.0500			
866.0750	866.0750			
866.1000	866.1000			
866.1250	866.1250			
866.1500	866.1500			
866.3625	821.3625			

Seattle	EPSCA	Valleycom	King County
5945.20	5945.20	5974.85	5945.20
6063.80	6034.15	6004.50	5974.85
6315.84	6197.24	6635.00	6004.50
10715.00	6286.19	10795.00	6093.45
10795.00	10775.00	10835.00	6197.24
10995.00	10795.00	11285.00	6226.89
11095.00	10835.00	11405.00	6256.54
11215.00	10955.00	11525.00	6345.59
11285.00	11245.00	11565.00	6675.63
11445.00	11285.00		6795.00
11585.00	11325.00		6835.63
	11445.00		10715.00
			10755.00
			10795.00
			10915.00
			11035.00
Frequency in MHz			11075.00
			11215.00
			11245.00
			11285.00
			11405.00
			11565.00

END OF EXHIBIT 3.

Exhibit 4

Cost Allocation Model

For the first year of PSERN System operation, rates to be paid by each User Agency and Dispatch Center will be computed as provided in this Exhibit 4. The PSERN System annual operating budget and the number of public safety radios, other radios, and consoles will be known quantities at the time the rates are computed.

<u>Division of Budget Between Radios and Consoles</u>

Percentage of annual budget to be paid with radio user fees = X.
Percentage of annual budget to be paid with console user fees = Y.

X = [83% of employee-related costs in the PSERN annual operating budget + annual vendor costs for radio-related equipment] / PSERN annual operating budget x 100.

Y = [17% of employee-related costs in the PSERN annual operating budget + annual vendor costs for console-related equipment] / PSERN annual operating budget x 100.

<u>Public Safety and Other Radio Rates</u>

X% of the PSERN System annual operating budget will be paid with public safety radio rates and other radio rates combined.

The other radio rate shall be 78% of the public safety radio rate.

X% of PSERN annual operating budget = [12 x the monthly public safety radio rate x the number of public safety radios] + [12 x the monthly other radio rate x the number of other radios].

<u>Console Rates</u>

Y% of the PSERN System annual operating budget will be paid with console rates.

Y% of PSERN annual operating budget = 12 x the monthly console rate x the number of consoles.

END OF EXHIBIT 4.

Exhibit 5

List of User Agencies Eligible for Radio Exchanges

Auburn School District
Bellevue Community College
Bellevue School District
Cedar River Water and Sewer District
City of Algona
City of Auburn
City of Bellevue
City of Black Diamond
City of Bothell
City of Burien
City of Carnation
City of Clyde Hill
City of Covington
City of Des Moines
City of Duvall
City of Enumclaw
City of Federal Way
City of Issaquah
City of Kenmore
City of Kent
City of Kirkland
City of Lake Forest Park
City of Medina
City of Mercer Island
City of Newcastle
City of Pacific
City of Redmond
City of Renton
City of Sammamish
City of SeaTac
City of Seattle
City of Shoreline
City of Snoqualmie
City of Tukwila
City of Woodinville
Covington Water District
Eastside Fire & Rescue
Eastside Hazmat
Enumclaw School District
Kent School District
King County
King County Fire District # 2
King County Fire District # 4
King County Fire District #11
King County Fire District #13
King County Fire District #16
King County Fire District #20
King County Fire District #27
King County Fire District #28
King County Fire District #36
King County Fire District #43
King County Fire District #44
King County Fire District #45
King County Fire District #47
King County Fire District #51
King County Public Hospital District # 1
King County Public Hospital District # 2
King County Public Hospital District # 4
King County Water District #20
King County Water District #49
King County Water District #75
Lake Washington School District
Midway Sewer District
NORCOM
Northeast Sammamish Sewer & Water District
Northshore School District
Northshore Utility District
Public Health - Seattle & King County
Renton School District
Riverview School District
Ronald Wastewater District
Sammamish Plateau Water & Sewer District
Seattle Children's Hospital
Snoqualmie Nation
Soos Creek Water and Sewer
Sound Transit
South Correctional Entity
South King Fire and Rescue

EPSCA
Federal Way Public Schools
Harborview Medical Center
Highline School District
Issaquah School District
Kent Fire Authority
Seattle Public Schools
Veterans Administration
Seattle Colleges (formerly Seattle Community College District)
Airlift Northwest
Emergency Service Patrol
Seattle Housing Authority
Washington Poison Control Center
Tahoma School District
University of Washington
Valley Communications Center
Valley Regional Fire Authority
Valley View Sewer District

END OF EXHIBIT 5.

Exhibit 6

Contact Information

King County:
Chief Information Officer
King County Department of
Information Technology (KCIT)
Chinook Building
401 Fifth Avenue
Seattle, WA 98104
(206) 263-7887

City of Auburn:
Mayor
City of Auburn
25 West Main Street
Auburn, WA 98001
(253) 931-3041

City of Bellevue:
Mayor
City of Bellevue
450 110th Avenue NE
P.O. Box 90012
Bellevue, WA 98009
(425) 452-7810

City of Federal Way:
Mayor
City of Federal Way
33325 8th Avenue South
Federal Way, WA 98003
(253) 835-7000

City of Issaquah:
Mayor
City of Issaquah
130 East Sunset Way
P.O. Box 1307
Issaquah, WA 98027
(425) 837-3020

City of Kent:
Mayor
City of Kent
220 Fourth Avenue South
Kent, WA 98032
(253) 856-5700

City of Kirkland:
Mayor
City of Kirkland
123 5th Avenue
Kirkland, WA 98033
(425) 587-3001

City of Mercer Island:
Mayor
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040
(206) 275-7993

City of Redmond:
Mayor
City of Redmond
15670 NE 85th Street
P.O. Box 97010
Redmond, WA 98073
(425) 556-2101

City of Renton:
Mayor
City of Renton
1055 South Grady Way
Renton, WA 98057
(425) 430-6500

City of Seattle:
Mayor
City of Seattle
7th Floor, 600 Fourth Avenue
Seattle, WA 98124
(206) 684-4000

City of Tukwila:
Mayor
City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188
(206) 433-1850

END OF EXHIBIT 6.

EXHIBIT “B”

PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (ILA) is entered into pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a "Party") and, (collectively, the "Parties").

RECITALS

A. The Parties, under various interlocal agreements, have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system’s equipment, software and related repairs.

B. The Parties determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, and uniformly high-quality emergency radio communications. Said new system is referred to herein as the “Puget Sound Emergency Radio Network System” or “PSERN System.”

C. The costs of implementing the PSERN System will be financed by a voter approved funding measure.

D. The Parties have negotiated a separate agreement (“Implementation Period ILA”) that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a Joint Board established pursuant to the Implementation Period ILA.

E. When the Implementation Period ILA has achieved its purpose, the Parties will create a new non-profit entity, formed under Chapter 24.06 RCW, to assume the ownership and control of the PSERN System following Full System Acceptance. This new entity, also referred to in the Implementation Period ILA and herein as the “PSERN Operator”, is to be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

F. The purpose of this Agreement is to establish the terms under which the Parties will form the new non-profit entity and undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System.

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

1.0 RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

1.1.1 Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral gender (and vice versa).

1.1.2 References to statutes or regulations include all current and future statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

1.1.3 References to sections, exhibits, attachments or appendices to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.

1.1.4 The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”.

1.1.5 The words “shall” or “will” shall be deemed to require mandatory action.

1.1.6 Words such as “herein,” “hereof” and “hereunder” are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.

1.1.7 Words such as “person” or “party” shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.

1.1.8 References to “days” shall mean calendar days unless expressly stated to be “Business Days.” If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by the County, the due date shall be deemed to be the next Business Day.

1.1.9 Words not otherwise defined that have well-known technical industry meanings are used in accordance with such recognized meanings.

1.1.10 The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

1.1.11 This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.

1.2 Definitions

Words and terms shall be given their ordinary and usual meanings except that the following terms are defined for this Agreement as follows:

“Board of Directors” or “Board” means the board formed by the Parties to govern the PSERN Operator.

“AGREEMENT " means this lnterlocal Cooperation Agreement.

“BUDGET" means the budget approved by the Board of Directors to pay for the anticipated costs of operating and maintaining the PSERN System.

“CONSOLIDATED SERVICE AREA” means those geographic areas of King County, Pierce County and Snohomish County, Washington, previously served by the emergency radio networks of King County, the City of Seattle, the Eastside Public Safety Communications Agency (EPSCA) and the Valley Communications Agency (ValleyCom), and which areas are to be prospectively served by the PSERN System. The Consolidated Service Area shall also include those other geographic areas that are added to the area served by the PSERN System as expanded in accordance with action of the Board of Directors.

“COUNTY " means King County, Washington.

“EXECUTIVE DIRECTOR " means the individual selected by the Board of Directors to administer the PSERN Operator on a daily basis.

“FULL SYSTEM ACCEPTANCE " or "FSA" means the determination issued to the PSERN System Contractor upon satisfactorily completing the final system development phase milestone pursuant to Contract No. [Contract Reference Number to be included here] ________________________.

"KCERS" means the King County Emergency Radio Communication System.

“OPERATIONS PERIOD" means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.

“PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR " or "PSERN Operator" means the non-profit corporation created pursuant to this Agreement and the Implementation Period ILA to be incorporated in Washington State for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.

“PUGET SOUND EMERGENCY RADIO NETWORK SYSTEM" or "PSERN System" means the land mobile radio system constructed under the Implementation Period ILA. It also means all equipment, software, and other work deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s). “System” means an infrastructure that is deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s).

“SERVICE RATE” means the rate or rates charged to User Agencies in accordance with the Rate Model appended hereto, or as it may be amended by action of the Board of Directors.

“SERVICES" means voice, data, video, or other services communication provided to User Agencies.

“USER AGENCY " means an entity that is authorized under a User Agency Agreement to use the PSERN System.

“USER AGENCY AGREEMENT" means an agreement executed between the County or the PSERN Operator, as appropriate, and a User Agency establishing the terms under which a User Agency is allowed to access and use the PSERN System.

2.0 DURATION OF AGREEMENT

2.1 Effective Date and Conditions

Except as provided herein, this Agreement shall be in effect on the date it is last signed by an authorized representative of each the Parties, and shall remain in effect until terminated as provided in Section 7. However, Sections 4, 5, and 6 of this Agreement shall not be effective until the date the articles of incorporation for the PSERN Operator are filed with the Washington Secretary of State pursuant to Chapter 24.06 RCW.

3.0 PURPOSE OF THE AGREEMENT

Following completion of the Implementation Period ILA and Full System Acceptance, the purpose of this Agreement is to provide communication services to public safety users and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the Consolidated Service Area. To effectuate this purpose, the Parties authorize establishment of a non-profit entity pursuant to Chapter 24.06 RCW, which entity shall be known as the PSERN Operator, initially consisting of King County, and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila.

4.0 BOARD OF DIRECTORS

4.1 Creation of Board of Directors

The affairs of the PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to RCW 39.34.030(4) that shall act on behalf of all Parties and as may be in the best interests of PSERN. The Board of Directors is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3).

4.2 Composition of the Board of Directors

The Board of Directors shall be composed of four voting members: one member from King County, one member from the City of Seattle, one member representing the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, and one member representing the cities of Auburn, Federal Way, Kent, Renton and Tukwila. Each such member shall be the Chief Executive Officer of the political subdivision or municipal corporation from which the representative comes, or his/her designee. The Board of Directors Chair shall be elected from among its members. The Board of Directors shall also elect a Vice Chair from among its members to serve in the absence of the Chair. Each of the Parties shall provide written notice of their initial Board of Directors member to the Chair of the Joint Board established under the Implementation Period ILA. Thereafter, notice of a change to a Party's Board of Directors member shall be effective upon delivery of written notice by the Party to the Chair of the Board of Directors.

4.2.1 The Board of Directors shall also include two nonvoting members to comment and participate in discussion but who are not entitled to vote on any matter and who are selected by the voting members: one member from the law enforcement public safety profession and one member from the fire or emergency medical services public safety profession. Each such member shall be the Chief or his/her designee. These members shall not be employees of one of the Parties.

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Board of Directors shall be a majority of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of at least three Board members.

4.3.2 Any Board of Directors member who has voting authority may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, Users, or the

PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Board of Directors.

4.2.2 The Board of Directors shall establish by-laws and procedures for its operations and meetings including the establishing of a regular meeting schedule and location and providing for the scheduling of special and emergency meetings.

4.2.3 The Board of Directors shall take actions by vote and each voting Board member shall be entitled to one vote. All votes shall have equal weight in the decision-making process.

4.2.4 Board members must be present at a meeting to vote and may not vote by proxy, provided that if approved by the Board, a member may participate in Board meetings and may vote on Board issues via telephone or other electronic voice communication.

4.2.5 Monthly meetings of the Board of Directors shall be scheduled provided that there shall be a minimum of two (2) meetings held each year. Other meetings may be held upon request of the Chair or any two members.

4.2.6 The Board of Directors shall comply with applicable requirements of the Washington State Open Public Meetings Act (Chapter 42.30 RCW).

4.2.7 A designee attending Board of Directors meetings on behalf of a regular member of the Board shall be entitled to exercise all rights of the member to participate in such meetings, including participating in discussion, making motions, and voting on matters coming before the Board.

4.3 Board of Directors Actions

4.3.1 The Board of Directors shall oversee the operation and maintenance of the PSERN Operator. In furtherance of that oversight, the Parties confer upon the Board of Directors the broadest power and authority provided to King County and each member city consistent with the Washington Constitution to achieve the purpose of this Agreement. Any specific enumeration of municipal power contained in this Agreement or in any other applicable general law shall not be construed in any way to limit the general description of power contained in this Agreement, and any specifically enumerated powers shall be construed as in addition and supplementary to the powers conferred in general terms through this Agreement. All grants of municipal power to the municipalities electing to exercise authority under the provisions of this Agreement, whether the grant is in specific terms or in general terms, shall be liberally construed in favor of the grant of powers given by the municipalities that are Parties to this Agreement. By way of example, some of those powers include:

a. Amend this Agreement, subject to Section 11.10;

b. Establish committees and advisory groups to perform activities related to the PSERN System;

c. Adopt and amend budgets and approve expenditures.

d. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;

e. Approve contracts within the parameters of the established purchasing and contracting policies;

f. Direct and supervise the activities of the Operating Board and the Executive Director;

g. Hire, set the compensation for, and terminate the employment of the Executive Director. The Board shall evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually;

h. Establish a fund or special fund or funds as authorized by RCW 39.34.030;

i. Establish Services Rates and terms of use for User Agencies;

j. Conduct regular and special meetings;

k. Approve PSERN operation and maintenance standards;

l. Determine the services the PSERN Operator shall offer and the terms under which they will be offered;

m. Approve agreements with third parties;

n. Incur debt in the name of the PSERN Operator to make purchases or contracts for services to implement the purposes of this Agreement;

o. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the PSERN Operator;

p. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its property and assets;

q. Sue and be sued, complain and defend, in all court of competent jurisdiction;

r. Hold licenses for radio frequencies;

s. Recommend action to the legislative bodies of the Parties and User Agencies;

t. Delegate the Board of Directors' authority under this Agreement subject to such limitations and conditions as the Board of Directors may establish.

u. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements regarding procurement, employee benefits, and property leasing;

v. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties; and

5.0 OPERATING BOARD

Creation of Operating Board

An Operating Board of radio users will be created by the Board of Directors for the purposes of providing advice and other duties as deemed appropriate by the Board of Directors.

6.0 EXECUTIVE DIRECTOR

The Executive Director shall report to the Board of Directors and shall advise it from time to time on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and other appropriate matters related to the PSERN System and the PSERN Operator. The Director may also request assistance from the Operating Board to address tasks calling for technical and user-related expertise.

6.1 Executive Director Duties

6.1.1 The Executive Director shall:

a. Schedule and manage the PSERN Operator's day-to-day activities in consistent with the policies, procedures, and standards adopted by the Board of Directors;

b. Hire, evaluate at least annually, and terminate staff in compliance with the PSERN Operator's budget;

c. Propose and administer Annual Budgets including its contingency;

d. Approve expenditures and sign contracts in amounts up to $100,000 that are included in the budget without additional approval of the Board of Directors;

e. Track the performance of PSERN systems and services;

f. Provide support to the Board of Directors;

g. Recommend policies, procedures, and standards, including changes to these policies, procedures, and standards;

h. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, system performance against targets, partial or full system outages, purchases equal to or greater than $10,000, and usage statistics;

i. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) and other applicable state and federal laws and regulations; and

j. Perform other duties as assigned.

6.2 Qualifications and Status of the Executive Director

The Executive Director shall have experience in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" position that may not be modified by any PSERN Agency policy, rule, or regulation regarding discipline or termination of PSERN Agency employees, and accordingly, the Executive Director may be terminated from his or her position upon majority vote of the Board of Directors.

7.0 WITHDRAWAL AND REMOVAL

7.1 Withdrawal of a Party.

7.1.1 In the event that a Party desires to withdraw from this Agreement, it shall give written notice to the Board before January 1st of the year prior to the year the withdrawal will be effective. The Party's withdrawal shall become effective on the last day of the year following delivery and service of appropriate notice to all other Parties.

7.1.2 A Party that withdraws shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section _____[Section reference to be inserted.] as surviving a withdrawal. A withdrawing Party shall be solely liable for any actual costs to the other Parties arising out of or resulting from the withdrawal. Any such costs or other amounts owed under this Agreement by a withdrawing Party shall be paid prior to the effective date of the withdrawal or, if such amounts are not then established, then within thirty (30) days after the amount is established.

7.1.3 If Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real or personal property, or any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

7.2 Removal of a Party.

The Board of Directors may, for cause, remove a Party from this Agreement and terminate the Party's rights to participate in PSERN. Cause may include, but is not limited to, failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to approve and appropriate funds necessary to pay the Party's share of the costs under this Agreement.

8.0 DISSOLUTION AND TERMINATION

Three (3) or more Parties may, at any one time, by written notice provided to all Parties, call for a complete dissolution of the PSERN Operator and termination of this Agreement. Upon an affirmative majority vote by the Board of Directors and an affirmative majority vote of the legislative bodies of each of the Parties for such dissolution and termination, the Board of Directors shall establish a task force to determine how the PSERN System assets, liabilities and properties will be divided upon dissolution. Final approval of the disposition of the PSERN System assets shall require an affirmative majority vote by the Board of Directors. Upon an affirmative majority vote by the Board of Directors and upon an affirmative majority vote of the legislative bodies of each of the Parties, the PSERN Operator shall be directed to wind up business, and a date will be set for final termination, which shall be at least one (1) year from the date of the vote to dissolve and terminate this Agreement. Upon the final termination date, this Agreement shall be fully terminated.

9.0 LEGAL RELATIONS

9.1 Employees and No Third Party Beneficiaries

9.1.2 Nothing in this Agreement shall make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

9.1.3 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

9.2 Indemnification.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all Claims, arising out of, or in any way resulting from, the indemnifying Party's negligent acts or omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of another Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively. The provisions of this Section shall survive the termination, expiration or withdrawal from of this Agreement.

10.0 PUBLIC RECORDS

10.1 Records Keeping Responsibilities.

10.1.1 The Executive Director shall keep records related to the PSERN System and PSERN Operator as required by state law and in accordance with the policies, procedures and retention schedules as may be established by the Administrative Board.

10.1.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by state law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Party.

10.1.3 The Executive Director shall be responsible for responding to public disclosure requests addressed to the PSERN Operator in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Administration Board.

10.1.4 If a Party or the PSERN Operator or the Executive Director receives a public records request for records related to the PSERN System or the PSERN Operator, the recipient of that request shall promptly notify the other parties to this Agreement, Chair of the Administration Board and the Executive Director.

10.1.5 Absent agreement by the Parties or other arrangements, the recipient of that request shall remain responsible for responding to the requester. In the event a request for records is addressed to the PSERN Operator, the Executive Director or the Board of Directors but specifies records of a single Party, such Party shall assume responsibility for responding to the request. In the event a request for records is addressed to the Board of Directors but does not specify records of a single Party, PSERN shall assume responsibility for coordinating the Parties' response to the request.

11.0 GENERAL

11.1 Filing of Agreement

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

11.2 Time of the Essence

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

11.3 Specific Performance

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

11.4 No Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

11.5 Parties Not Relieved of Statutory Obligation

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by the Board of Directors, the performance may be offered in satisfaction of the obligation or responsibility.

11.6 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

11.7 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Administration Board.

11.8 Dispute Resolution

If one or more Parties believe another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

11.9 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

11.10 Amendment Only In Writing

This Agreement may be amended by an affirmative majority vote the Board of Directors and unanimity of the Parties.

11.11 Notices

11.11.1 Any notice under this Agreement shall be in writing and shall be addressed to the Parties' as listed below. Any notice may be given by certified mail, overnight delivery, or personal delivery. Notice is deemed given when delivered. Email, acknowledgement requested, may be used for notice that does not allege a breach or dispute under this Agreement. Email notice is deemed given when the recipient acknowledges receipt.

11.11.2 The names and contact information set forth in this Agreement shall apply until amended in writing by a Party providing new contact information to each other Party and the date the amendment is effective.

11.12 Conflicts

In the event that any conflict exists between this Agreement and any exhibits hereto, the Agreement shall control.

11.13 Choice of Law; Venue

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

11.14 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

11.15 Survival Provisions

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal or removal from this Agreement.

Section 8	Legal Relations
Section 10	Public Records
Section 11.13	Choice of Law; Venue

11.16 Counterparts

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

11.17 Execution and Effective Date.

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

KING COUNTY

____
Name ___________________________
Title ___________________________
Date ___________________________

Attest:

____
Clerk

Approved as to Form:

____
Deputy Prosecuting Attorney

CITY OF AUBURN

____
Name ___________________________
Title___________________________
Date ___________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF BELLEVUE

____
Name ___________________________
Title ___________________________
Date ___________________________

Attest:

____
City Clerk

CITY OF FEDERAL WAY

____
Name ___________________________
Title___________________________
Date ___________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF ISSAQUAH

____
Name ____________________________
Title ____________________________
Date ____________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

Approved as to Form:

____
City Attorney

CITY OF KENT

____
Name ____________________________
Title____________________________
Date ____________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF KIRKLAND

____
Name ____________________________
Title ____________________________
Date ____________________________

Attest:

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City Clerk

Approved as to Form:

____
City Attorney

CITY OF MERCER ISLAND

____
Name ____________________________
Title____________________________
Date ____________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF REDMOND

____
Name ______________________________
Title ______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF RENTON

____
Name ______________________________
Title______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF SEATTLE

____
Name ______________________________
Title ______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

CITY OF TUKWILA

____
Name ______________________________
Title______________________________
Date ______________________________

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5112

Date:
November 25, 2014

Department:
City Attorney

Attachments:
Resolution No. 5112

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5112.

Background Summary:

The current provisions of the Council of its Rules of Procedure reflects that the deputy mayor shall be selected by the City Council annually, or more often as deemed appropriate by the City Council. Annual selection of the deputy mayor is consistent with the past practice of the City Council and would be in conformity with the requirements of state law (RCW 35A.12.065). It was suggested, however, that a process be added to the Rules of Procedure to address how the selection/election of the Deputy Mayor shall occur.
A process was proposed and approved/recommended by the Council Operations Committee along the following lines:

ELECTION OF DEPUTY MAYOR

The Auburn City Code and State law provide for periodic election of deputy mayor (or Mayor pro tem).

Any member of the City Council may be nominated for the position of Deputy Mayor by having that Councilmember's name placed in nomination by a Councilmember. [The nomination of a councilmember for this position does not require a second, and a councilmember may nominate him or herself.]

The Councilmember receiving a majority of the votes cast by the members of the City Council shall be elected Deputy Mayor. A Councilmember may vote for him or herself.

The names of all nominees for the position of Deputy Mayor shall be included in the vote.

If no single Councilmember received a majority of the votes cast, a second vote/ballot, between the two nominees who received the largest number of votes, would be needed. In the second vote/ballot, whichever of these two nominees received the larger number of votes would be elected to the position of Deputy Mayor.

It may be that if there were a larger number of nominees in the initial election, there would not be (only) two councilmembers who received the largest number of votes. For instance, if one nominee received three votes a second nominee received two votes and a third nominee also received two votes, it might be appropriate to have an initial run off between the second and the third nominees to determine who would be included in the final runoff against the first nominee.

The Council Operations Committee recommended that the agenda bill also include a time-table for selection of the Deputy Mayor, as follows:

The Council Rules of Procedure (Res. 5112) would be before the City Council on December 1, 2014, the selection/election of the Deputy Mayor could be on the December 1 or December 15, 2014 Council Meeting and the first Study Session (over which the Deputy Mayor shall preside) shall be on January 12, 2015.

Reviewed by Council Committees:

Council Operations Committee

Councilmember:	Wagner	**Staff:**	Heid
Meeting Date:	December 1, 2014	**Item Number:**	RES.C

RESOLUTION NO. <u>5 1 1 2</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING THE CITY COUNCIL RULES OF PROCEDURE AS ADOPTED BY ORDINANCE NO. 5802 AND AMENDED BY RESOLUTION NOS. 4282, 4429, 4467, 4615, 4686, 4740, 4813, 4909 and 5105

WHEREAS, on February 2, 2004, the Auburn City Council adopted Ordinance No. 5802 approving the Rules of Procedure of the City Council; and

WHEREAS, Ordinance No. 5802 also provided that future amendments or modifications to the Council Rules of Procedure could be accomplished by Resolution properly introduced and passed by the City Council; and

WHEREAS, on December 12, 2007, December 15, 2008, April 6, 2009, July 6, 2010, February 22, 2011, August 15, 2011, May 21, 2012, and February 19, 2013, the City Council passed Resolution Numbers 4282, 4429, 4467, 4615, 4686, 4740, 4813, 4909 and 5105, respectively, which Resolutions adopted certain modifications to the Council Rules of Procedure; and

WHEREAS, in connection with the selection of the Deputy Mayor for the City of Auburn, the Council Operations Committee has recommended additional modifications to the Rules of Procedure.

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

Section 1. The Rules of Procedure of the City Council, as adopted by Ordinance No. 5802 on February 2, 2004, amended by Resolution No. 4282 on December 12, 2007, Resolution No. 4429 on December 15, 2008, Resolution No. 4467 on April 6, 2009, Resolution No. 4615 on July 6, 2010, Resolution No. 4686 on February 22, 2011, Resolution No. 4740 on August 15, 2011, Resolution No. 4813 on May 21, 2012, Resolution No. 4909 on February 19, 2013, and Resolution No. 5105 on November 3, 2014, are hereby amended as set forth in Exhibit "A", attached hereto and incorporated herein.

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

Section 3. This Resolution shall take effect and be in full force and effect upon passage and signature hereon, and on January 1, 2015.

DATED and SIGNED this ____ day of ________________, 2014.

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid, City Attorney

RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON

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RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON

SECTION 1 - AUTHORITY

The Auburn City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall be in effect upon adoption by resolution of Council and until such time as they are amended or new rules are adopted in the manner provided by these rules.

SECTION 2 - COUNCIL MEETINGS

All meetings of the City Council shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in RCW Chapter 42.30.

The City Clerk shall be responsible for preparing agendas for all City Council meetings pursuant to the authority of Section 2.03.100 of the City Code[1].

The City Clerk shall cause to be prepared action minutes of all of the Council meetings, which minutes shall contain an account of all official actions of the Council. Council meetings shall be electronically recorded and retained for the period of time as provided by State law.

2.1 **Regular Meetings** - In accordance with Sections 2.06.010(A) and 2.06.020 of the City Code, the regular meetings of the City Council shall held on the first and third Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington. The regular meeting location may be changed by a majority vote of the City Council.

Regular Council meetings will begin at the hour of 7:00 p.m.

A quorum shall constitute four or more Councilmembers for the transaction of business.

In the event that a scheduled Regular Council meeting falls on a legal holiday, the meeting shall be held at 7:00 p.m. on the first business day following the holiday.

The Presiding Officer shall be as set forth in Section 5.1 herein.

The Presiding Officer shall be seated at the center of the dais, and the Deputy Mayor shall be seated to the Presiding Officer's immediate left. When the Deputy Mayor is acting as the Presiding Officer, in the absence of the Mayor, the Deputy Mayor shall be seated in the center of the dais. The seating arrangement for the other members of the Council shall be as directed by the City Council pursuant to a motion duly made and seconded and approved by a majority of the City Council, following the recommendation of an ad hoc committee of three Councilmembers called for that purpose.

[1] 2.03.100 Meeting coordination duties.

The mayor or the mayor's designee shall be responsible for the preparation of agendas for the meetings of the council and of the various boards, commissions and committees of the city, and for including in those agendas the items and issues forwarded by the city council and/or or by the ad hoc committees designated to act on behalf of the city council, and for including in those agendas the items and issues proposed by the mayor and city administration, for consideration by the council. The mayor or the mayor's designee shall also be responsible for publishing notices for meetings and for public hearings for the meetings of the council and the various boards, commissions and committees of the city, and for setting the dates and times for said public hearings, except in those instances when setting dates and times for public hearings is required by statute to be done through council resolution. (Ord. 6405 § 1, 2012; Ord. 5761 § 1, 2003.)

[See ACC 2.06.010 (Ord. 3916 § 1, 1983; 1957 code § 1.04.010); ACC 2.06.020 (Ord. 3759 § 1, 1982; 1957 code § 1.04.020); ACC 2.06.030 (1957 code § 1.04.060); ACC 2.06.080 (1957 code § 1.04.090).]

2.2 **Study Sessions** - In accordance with Sections 2.06.010(B) and 2.06.020 of the City Code, Study Sessions of the City Council shall held on the second, fourth and fifth Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington. The regular meeting location may be changed by a majority vote of the City Council.

The Deputy Mayor shall preside over Study Sessions.

Study Sessions will begin at the hour of 5:30 p.m.

A quorum shall constitute four or more Councilmembers for the transaction of business.

In the event that a scheduled Study Session falls on a legal holiday, the meeting shall be held at 5:30 p.m. on the first business day following the holiday.

No particular seating arrangement shall be required for the Deputy Mayor or other members of the Council, or for the Mayor or any other persons invited to sit at the table of Study Sessions.

2.3 **Regular Meeting Times:**[2]

The regularly scheduled meetings of the City Council shall be held at the following times, unless re-scheduled and/or reset to different times:

1. First Monday of the month - Regular Council Meeting - - 7:00 PM
2. Second Monday of the month - Council Study Session - - 5:30 PM
3. Third Monday of the month - Regular Council Meeting - - 7:00 PM.
4. Fourth Monday of the month - Council Study Session - - 5:30 PM
5. Fifth Monday of the month - Council Study Session - - 5:30 PM.

2.4 **Special Meetings** - In accordance with Section 2.06.040 of the City Code and Section 35A.12.110 RCW, a special meeting of the City Council may be called by the Mayor or any three members of the Council by written notice delivered to each member of the Council at least 24 hours before the time specified for the proposed meeting; provided, however, that no ordinance or resolution shall be

[2] Any of these regularly scheduled meetings may be cancelled if not needed.

passed, or contract let or entered into, or bill for the payment of money allowed, at any special meeting unless public notice of such meeting has been given by such notice to the local press, radio and television as will be reasonably calculated to inform the city's inhabitants of the meeting.

[See ACC 2.06.040 (1957 code § 1.04.070).]

2.5 **Emergency Meetings** - Emergency meetings may be called by the Mayor, in accordance with Section 42.30.070 RCW, when by reason of fire, flood, earthquake, or other emergency, there is a need for expedited action by the City Council to meet the emergency, in which case, the meeting site notice requirements otherwise applicable shall not apply.

2.6 **Executive Sessions** - A Council meeting that is closed except to the Council, the Mayor, City Attorney and authorized staff members and/or consultants authorized by the Mayor. The public is restricted from attendance.

Executive sessions may be held during Regular and Special meetings of the City Council, and will be announced by the Presiding Officer. Executive session subjects are limited to considering such matters as permitted by State law.

[*See* former ACC 2.06.070 (1957 code § 1.04.080).]

2.7 **Cancellation of Meetings** - Meetings may be canceled by a majority vote of the Council and proper notice given by the City Clerk.

SECTION 3 - ORDER OF BUSINESS OF REGULAR COUNCIL MEETING AGENDA

All items to be included on the Council's agenda for consideration should be submitted to the City Clerk, in full by 12:00 Noon on the Tuesday preceding each regular Council meeting. The City Clerk shall then prepare a proposed agenda according to the order of business, for approval by the Mayor, or his/her designee. A final agenda will then be prepared by the City Clerk and distributed to Councilmembers as the official agenda for the meeting.

In connection with the action of the City Council at Regular Council Meetings, certain items of business shall be subject to First and Second Readings prior to final approval by the City Council.

3.1 The protocol for First and Second Readings shall be as follows:

A. First and second readings apply to Ordinances only.

B. Resolutions/consent items/contract awards, etc. would still be acted on at only one Regular Council Meeting.

C. Ordinance action, especially those resulting in changes to City codes – to which First and Second Readings would apply – may take more consideration and discussion than other types of action.

D. First and Second Readings would be beneficial to a transparent public process.

E. First Reading — discussion only at one Regular Council Meeting.

F. Second Reading — action at the next Regular Council Meeting or could be a future subsequent Council meeting depending on Council's discussion and any needed staff follow-up.

G. Provides Council with opportunity to ask questions and get information at First Reading.

3.2 The agenda format of the Regular City Council meeting shall be as follows:

A. Call to order.

The Presiding Officer shall call the meeting to order.

B. Pledge of Allegiance.

The Presiding Officer, Councilmembers and, at times, invited guests will lead the Pledge of Allegiance.

C. Roll call.

The City Clerk will call the roll. Councilmembers may request to be excused from a meeting by requesting the same of the Mayor in advance of the meeting. The reason for the request shall be given at the time of the request.

D. Announcements, Proclamations and Presentations

A proclamation is defined as an official announcement made by the Presiding Officer or the City Council regarding a non-controversial event, activity or special interest group which has a major city-wide impact.

E. Appointments

Appointing individuals to various committees, boards and commissions. Confirmation of appointments, where confirmation is called for, may be preceded by discussion in executive session, where appropriate.

F. Agenda modifications

Changes to the Council's published agenda are announced at this time.

G. Public Hearings and Appeals

Individuals may comment on public hearing and appeal items, provided that when an appeal is a closed record appeal, the matter shall be considered based on information, evidence and documents in the record. Argument on the appeal shall refer only to matters, information, documents and evidence presented at the underlying hearing from which the appeal is taken, and no new information, evidence or documents may be added, and argument on the appeal may only deal with information, evidence and documents in the record. The Presiding Officer will state the public hearing and/or appeal procedures before each hearing.

H. Audience Participation

Members of the audience may comment on items relating to any matter related to City business under the Audience Participation period. Comments are limited to three (3) minutes per person, and a total of fifteen (15) minutes per topic. Groups who have a designated speaker may have a total of ten (10) minutes to speak. Public comments sign-up forms will be available at the City Clerk's desk at each meeting for use of those citizens wishing to address the Council. The City Clerk shall serve as timekeeper. The Presiding Officer may make exceptions to the audience participation time restrictions when warranted, in the discretion of the Presiding Officer.

Citizens may also speak on individual agenda items on the printed agenda at the time they are considered by the Council as requested by the Presiding Officer.

I. Correspondence

J Council Ad Hoc Committee Reports

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

K. Consent Agenda

Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Items on the Consent Agenda include but are not limited to the following. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action.

1. Approval of minutes.
2. Fixing dates for public hearings and appeals.
3. Approval of claims and vouchers, bid awards and contracts.
4. Approval of surplus property.
5. Other items designated by the City Council.

L. Unfinished Business

Unfinished business of a general nature and that it was removed from the Consent Agenda for separate discussion and action.

M. New Business

Business, other than ordinances and resolutions, that has not been previously before the City Council.

N. Ordinances

1. All ordinances shall be in writing, and the titles thereof shall be read aloud by the City Attorney prior to a vote being called on their adoption, provided that any councilmember may upon request, have a full reading of the text of a proposed ordinance prior to the vote on its adoption. It shall not require a second to the request for a full reading of an ordinance. It is further provided, however, that the requirement for a reading of the title of the proposed ordinance, or a full reading of the text of the proposed ordinance may be waived upon a motion duly made, seconded and approved by a majority of the councilmembers in attendance at the council meeting.
2. First & Second Reading

Prior to the vote on a motion to adopt or otherwise address an Ordinance, each Ordinance shall be submitted to the City Council for its consideration at a First and Second Reading, as follows:

a. First Reading. The First Reading of an Ordinance shall take place at a Regular City Council Meeting.

1. The Ordinance shall be included on the Meeting Agenda under Ordinances and shall include the indication of "First Reading."

2. The Ordinance shall be read by the City Attorney, in accordance with Section 3.2, Paragraph M, of these Rules.

3. The Ordinance shall be placed before the City Council by a motion to adopt or approve the Ordinance, which motion shall be seconded.

a) After the motion is seconded, Councilmembers may discuss the merits of or issues related to the Ordinance.

b) If there is no second to the motion, the motion dies.

c) Discussion on the motion shall be in accordance with Section 7 of these Rules.

d) There shall be no vote on the motion until after the Second Reading, unless the Second Reading is waived as provided for below.

b. Waiver of Second Reading. The City Council may choose to waive the Second Reading of an Ordinance if it feels the need for expedience in adopting or acting on the Ordinance.

1. Waiver of Second Reading shall be made by a motion to waive the Second Reading, duly seconded and approved by a super-majority [a majority plus one] of Councilmembers present.

2. If the Second Reading is waived, the City Council may approve or act on the Ordinance at the point in the agenda following the approval of the motion to waive Second Reading.

c. Second Reading. The Second Reading of an Ordinance shall take place at the Regular City Council Meeting next following the date of the Regular City Council Meeting of the First Reading of the Ordinance.

2. The Ordinance shall be included on the Meeting Agenda under Ordinances and shall include the indication of "Second Reading."

3. The Ordinance shall be read by the City Attorney, in accordance with Section 3.2, Paragraph M, of these Rules.

4. No new motion is necessary to place the Ordinance before the City Council if a motion to adopt or approve the Ordinance was duly made and seconded on the date of the meeting of the First Reading. Councilmembers may discuss the merits of or issues related to the Ordinance.

a) Discussion on the motion shall be in accordance with Section 7 of these Rules.

b) Following discussion on the motion, the City Council may vote on the motion or take such other action as is appropriate under these Rules of Procedure or other appropriate rules of parliamentary procedure.

After a motion to adopt an ordinance has been made and seconded, the Councilmember making the motion is encouraged to give a very brief description of the issues involved with the ordinance, without simply repeating the ordinance title as read by the City Attorney and may choose to comment on any results of Council discussion or action regarding the issue.

Discussion and debate by the City Council on ordinances will be held prior to the vote on an ordinance. Councilmembers shall decide whether or not to amend the ordinance, or direct staff to further review the proposed ordinance.

An ordinance shall be adopted by a majority vote of a quorum of the City Council, provided that adoption of any ordinance that grants or revokes a franchise or license shall require the affirmative vote of at least a majority of the whole membership of the Council, and provided that public emergency ordinances require a vote of a majority plus one of the whole Council membership. A public emergency ordinance is one designated to protect public health and safety, public property, or public peace.

O. Resolutions

All resolutions shall be in writing, and the titles thereof shall be read aloud by the City Attorney prior to a vote being called on their passage, provided that any councilmember may upon request, have a full reading of the text of a proposed resolution prior to the vote on its passage. It shall not require a second to the request for a full reading of a resolution. It is further provided, however, that the requirement for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution may be waived upon a motion duly made, seconded and approved by a majority of the councilmembers in attendance at the council meeting.

After a motion to pass a resolution has been made and seconded, the Councilmember making the motion is encouraged to give a very brief description of the issues involved with the resolution without simply repeating the resolution title as read by the City Attorney, and the councilmember may choose to comment on any results of Council discussion or action regarding the issue.

Discussion and debate by the City Council on resolutions will be held prior to the vote on a resolution. Councilmembers shall decide whether or not to amend the resolution, or direct staff to further review the proposed resolution.

A resolution shall be passed by a majority vote of a quorum of the Council, Provided that passage of any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the Council.

P. Mayor and Councilmember Reports

The Mayor and Councilmembers may report on their significant City-related activities since the last regular meeting. The Mayor and Councilmembers shall limit their reports to not more than three (3) minutes, with sensitivity to avoiding duplicate reporting.

Q. Adjournment

3.3. Recess - The foregoing agenda may be interrupted for a stated time as called by the Presiding Officer to recess for any reason, including executive sessions.

[*See* former ACC 2.06.110 (Ord. 5687 § 1, 2002; Ord. 4166 § 2, 1986); ACC 2.06.120 (1957 code § 1.04.120.); ACC 2.06.140 (1957 code § 1.04.140.); ACC 2.06.170 (1957 code § 1.04.190.); ACC 2.06.180 (Ord. 5635 § 2, 2002; 1957 code § 1.04.200).]

SECTION 4 - COUNCILMEMBER ATTENDANCE AT MEETINGS

4.1 Councilmembers shall attend Regular Council meetings and Study Sessions. Councilmembers shall inform the Mayor or the City Clerk if they are unable to attend any Regular Council meeting or Study Session, or if they knowingly will be late to any such meetings. If a Councilmember has informed the Mayor or City Clerk that he or she is unable to attend such meeting, the minutes for that meeting will show the Councilmember as having an excused absence for that meeting. Provided that excessive, continued or prolonged absences may be addressed by the City Council on a case by case basis.

[*See* ACC 2.06.050 and RCW 35A.12.060]

4.2 Councilmembers are expected to attend the meetings of the Ad Hoc_Council Committees to which they are assigned. Councilmembers should inform the Chair of such Ad Hoc Council Committees or the City Clerk if they are unable to attend any meetings of such Ad Hoc Council Committees, and should inform the Chair or City Clerk if they expect to be late to any such Ad Hoc Council Committee meeting. If a Councilmember has informed the Chair or City Clerk that he or she is unable to attend such Ad Hoc Committee meeting, the minutes for that meeting, if minutes are required and/or taken, shall show the Councilmember as having an excused absence for that meeting. Provided that excessive, continued or prolonged absences may be addressed by the City Council on a case by case basis.

4.3 Councilmembers shall attend the Special Meetings of the City Council. Councilmembers, shall inform the Mayor or the City Clerk if they are unable to attend any such meetings, or shall so inform the Mayor or City Clerk if they expect to be late to any such Special meeting. If a Councilmember has informed the Mayor or City Clerk that he or she is unable to attend such Special meeting, the minutes for that meeting shall show the Councilmember as having an excused absence for that meeting. Provided that excessive, continued or prolonged absences may be addressed by the City Council on a case by case basis.

4.4 Attendance at Ad Hoc Council Committee meetings and Special meetings will not be considered "regular meetings" for the purposes of RCW 35A.12.060, applicable to Regular City Council meetings. However, in addition to the application of RCW 35A.12.060 to Regular City Council meetings, unexcused absences from any Regular or Special meetings, or Ad Hoc Committee meetings, shall constitute a violation of these Rules of Procedure.

SECTION 5 - PRESIDING OFFICER - DUTIES

5.1 Conduct of Meetings

The Presiding Officer at all Regular Meetings of the Council shall be the Mayor and in the absence of the Mayor, the Deputy Mayor will act in that capacity. If both the Mayor and Deputy Mayor are absent and a quorum is present, the Council shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor. Additionally, the Deputy Mayor shall serve as the presiding officer for Council Study Sessions. It is further provided that, though not the Presiding Officer of Study Sessions, the Mayor is encouraged to attend Study Sessions.

[See former ACC 2.06.090 (1957 code § 1.04.100).]

5.2 The Presiding Officer:

A. Shall preserve order and decorum at all meetings of the Council and cause the removal of any person from any meeting for disorderly conduct;

B. Shall observe and enforce all rules adopted by the Council;

C. Shall decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember;

D. Shall recognize Councilmembers in the order in which they request the floor, giving every councilmember who wishes an opportunity to speak, provided that the mover of a motion shall be permitted to debate it first, and provided that the Presiding Officer may also allow discussion of an issue prior to the stating of a motion when such discussion would facilitate wording of a motion;

E. May affix approximate time limit for each agenda item;

F. When matters on the agenda are placed, or are able to be placed under more than one classification or category, as defined by the Order of Business, and the matters involve or are closely related to other subject matter, then the Presiding Officer may, in the Presiding Officer's discretion, present such matters before the Council, for discussion, consider and vote, at a different place in the agenda without the necessity of any vote thereon, notwithstanding their initial different placement on the written agenda.

[See former ACC 2.06.100 (1957 code § 1.04.170.); ACC 2.06.190 (1957 code § 1.04.210).]

SECTION 6 - COUNCILMEMBERS

6.1 Remarks. - Councilmembers desiring to speak shall address the presiding officer, and when recognized, shall confine himself/herself to the question under debate.

6.2 Questioning. - Any member of the Council, including the Presiding Officer, shall have the right to question any individual, including members of the staff, on matters germane to the issue properly before the Council for discussion. Under no circumstances shall such questioning be conducted in a manner to the extent that such would constitute a cross-examination of or an attempt to ridicule or degrade the individual being interrogated.

6.3 Obligation to the Public Agency. - Notwithstanding the right of Councilmembers to express their independent opinions and exercise their freedom of speech, Councilmembers should act in a way that reflects positively on the reputation of the City and of the community. Councilmembers shall also interact with other members of the City Council and City staff in ways that promote effective local government.

6.4 Council Training. - Councilmembers are expected to participate in training offered by individuals, agencies, entities and organizations including but not limited to the Association of Washington Cities and the State of Washington, so as to afford the Councilmembers the opportunity to better understand their roles as City Councilmembers.

6.5 Participation in Committees, Agencies and Organizations. - To better represent the interests of the City of Auburn, Councilmembers are encouraged to participate in assignments to local, regional, state and national committees, agencies and organizations.

[See former ACC 2.06.130 (1957 code § 1.04.130).]

SECTION 7 - DEBATES

7.1 Speaking to the Motion. - No member of the Council, including the Presiding Officer, shall speak more than twice on the same motion except by consent of the Presiding Officer or a majority of the Councilmembers present at the time the motion is before the Council.

7.2 Interruption. - No member of the Council, including the Presiding Officer, shall interrupt or argue with any other member while such member has the floor, other than the Presiding Officer's duty to preserve order during meetings as provided in Section 5.2.A of these rules.

7.3 Courtesy. - All speakers, including members of the Council, which includes the Presiding Officer, in the discussion, comments, or debate of any matter or issue shall address their remarks to the Presiding Officer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the pubic, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.

7.4 Transgression. - If a member of the Council shall transgress these rules on debates, the Presiding Officer shall call such member to order, in which case such member shall be silent except to explain or continue in order. If the Presiding Officer shall transgress these rules on debate or fail to call such member to order, any other member of the Council may, under a point of order, call the Presiding Officer or such other member to order, in which case the Presiding Officer or such member, as the case may be, shall be silent except to explain or continue in order.

7.5 Challenge to Ruling. - Any member of the Council, including the Presiding Officer, shall have the right to challenge any action or ruling of the Presiding Officer, or member, as the case may be, in which case the decision of the majority of the members of the Council present, including the Presiding Officer, shall govern.

[See former ACC 2.06.130 (1957 code § 1.04.130).]

SECTION 8 - PARLIAMENTARY PROCEDURES AND MOTIONS

8.1 All City Council meeting discussions shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition).

8.2 If a motion does not receive a second, it dies. Matters that do not constitute a motion include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege; therefore a second is not needed.

8.3 A motion that receives a tie vote is deemed to have failed, provided that except where prohibited by law, the Mayor, as Presiding Official, shall be allowed to vote to break a tie vote.

8.4 When making motions, Councilmembers shall be clear and concise and not include arguments for the motion within the motion.

8.5 After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote.

8.6 If any Councilmember wishes to abstain, from a vote on the motion pursuant to the provisions of Section 9 hereof, that Councilmember shall so advise the City Council, and shall remove and absent himself/herself from the deliberations and considerations of the motion, and shall have no further participation in the matter. Such advice shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Councilmember perceives a need to abstain, provided that, prior to the time that a Councilmember gives advice of an intent to abstain from an issue, the Councilmember shall confer with the City Attorney to determine if the basis for the Councilmember's intended abstention conforms to the requirements of Section 9. If the intended abstention can be anticipated in advance, the conference with the City Attorney should occur prior to the meeting at which the subject matter would be coming before the City Council. If that cannot be done, the Councilmember should advise the City Council that he/she has an "abstention question" that he/she would want to review with the City Attorney, in which case, a brief recess would be afforded the Councilmember for that purpose.

8.7 A motion may be withdrawn by the maker of the motion at any time without the consent of the Council.

8.8 A motion to table is nondebatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Councilmembers' consideration of the matter then before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires a two-thirds' majority vote.

8.9 A motion to postpone to a certain time is debatable, is amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special City Council meeting.

8.10 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.

8.11 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds' vote; debate is reopened if the motion fails.

8.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.

8.13 Motions that cannot be amended include: Motion to adjourn, lay on the table (table), roll call vote, point of order, reconsideration and take from the table.

8.14 Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).

8.15 Debate of the motion only occurs after the motion has been moved and seconded.

8.16 The Presiding Officer, City Attorney or City Clerk should repeat the motion prior to voting.

8.17 The City Clerk will take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law.

8.18 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration. In order to afford Councilmembers who voted in the majority the potential basis for a motion for reconsideration, Councilmembers who voted in the majority may inquire of Councilmembers who voted with the minority as to the reasons for their minority vote, if not stated during debate prior to the vote.

8.19 The City Attorney shall act as the Council's parliamentarian and shall decide all questions of interpretations of these rules which may arise at a Council meeting.

8.20 These rules may be amended, or new rules adopted, by a majority vote of the full Council.

[*See* former ACC 2.06.160 (1957 code § 1.04.180.); ACC 2.06.170 (1957 code § 1.04.190.); ACC 2.06.200 (1957 code § 1.04.220.); ACC 2.06.210 (1957 code § 1.04.230).]

SECTION 9 - VOTING

9.1 Voice vote - A generalized verbal indication by the Council as a whole of "yea or nay" vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side, except where such a Councilmember abstains because of a stated conflict of interest or appearance of fairness.

9.2 Roll call vote - A roll call vote may be requested by the Presiding Officer or by any Councilmember.

9.3 Abstentions - It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. However, a Councilmember may abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness.

9.4 Votes by Mayor - Except where prohibited by law, the Mayor, as Presiding Official, shall be allowed to vote to break a tie vote.

[*See* former ACC 2.06.150 (1957 code § 1.04.150).]

SECTION 10 - COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL

10.1 Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address for the record, and limit their remarks to three (3) minutes, in addition to filling out the speaker sign-in sheet available at the City Clerk's desk. All remarks will be addressed to the Council as a whole. The City Clerk shall serve as timekeeper. The Presiding Officer may make exceptions to the time restrictions of persons addressing the Council when warranted, in the discretion of the Presiding Officer.

10.2 Any person making personal, impertinent or slanderous remarks while addressing the Council shall be barred from further audience participation by the Presiding Officer, unless permission to continue is granted by a majority vote of the Council.

[*See* former ACC 2.06.130 (1957 code § 1.04.130).]

SECTION 11 - PUBLIC HEARINGS AND APPEALS

11.1 Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings made. The following procedure shall apply:

A. The Department Director of the department (most) affected by the subject matter of the hearing, or said Director's designee, will present the City's position and findings. Staff will be available to respond to Council questions.

B. The proponent spokesperson shall speak first and be allowed (10) minutes. Council may ask questions.

C. The opponent spokesperson shall be allowed ten (10) minutes for presentation and Council may ask questions.

D. Each side shall then be allowed five (5) minutes for rebuttal, with the proponent spokesperson speaking first, followed by the opponent spokesperson.

E. The City Clerk shall serve as timekeeper during these hearings.

F. After each proponent and opponent spokesperson have used their speaking time, Council may ask further questions of the speakers, who shall be entitled to respond but limit their response to the question asked.

11.2 Public hearings where a general audience is in attendance to present arguments for or against a public issue:

A. The Department Director or designee shall present the issue to the Council and respond to questions.

B. A person may speak for three (3) minutes. No one may speak for a second time until everyone who wishes to speak has had an opportunity to speak. The Presiding Officer may make exceptions to the time restrictions of persons speaking at a public hearing when warranted, in the discretion of the Presiding Officer.

C. The City Clerk shall serve as timekeeper during these hearings.

D. After the speaker has used their allotted time, Council may ask questions of the speaker and the speaker may respond, but may not engage in further debate.

E. The hearing will then be closed to public participation and open for discussion among Councilmembers.

F The Presiding Officer may exercise changes in the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Council.

SECTION 12 - DEPUTY MAYOR

12.1 Annually or more often as deemed appropriate, the members of the City Council, by majority vote, shall designate one of their members as Deputy Mayor for such period as the Council may specify.

A. Any member of the City Council may be nominated for the position of Deputy Mayor by having that Councilmember's name placed in nomination by a Councilmember. [The nomination of a councilmember for this position does not require a second, and a councilmember may nominate him or herself.]

B. The Councilmember receiving a majority of the votes cast by the members of the City Council shall be elected Deputy Mayor. A Councilmember may vote for him or herself.

C. The names of all nominees for the position of Deputy Mayor shall be included in the vote.

D. If no single Councilmember received a majority of the votes cast, a second vote/ballot, between the two nominees who received the largest number of votes, would be needed. In the second vote/ballot, whichever of these two nominees received the larger number of votes would be elected to the position of Deputy Mayor.[3]

[*See* RCW 35A.12.065.]

12.2 The Deputy Mayor shall perform the following duties:

Intra-Council Relations
- Serve as the Chair of the Council Study Sessions
- Serve as an ex-officio member of all other_ad hoc committees of the City Council
- Assist in new councilmember training
- Support cooperative and interactive relationships among council members
- Work with Administration to prepare agendas for Council Study Sessions

Mayor-Council Relations
- Help maintain a positive and cooperative relationship between the Mayor and the City Council
- Act as conduit between the Mayor and the City Council on issues or concerns relating to their duties

Intergovernmental and Community Relations
- Act in absence of Mayor as requested and/or as required
- Be aware of all City regional and intergovernmental policies and activities in order to be prepared to step into the role of Mayor if necessary
- Serve as the Chair of the City's Emergency Management Compensation Board

[See former ACC 2.06.090 (1957 code § 1.04.100).]

[3] It may be that if there were a larger number of nominees in the initial election, there would not be (only) two councilmembers who received the largest number of votes. For instance, if one nominee received three votes a second nominee received two votes and a third nominee also received two votes, it might be appropriate to have an initial run off between the second and the third nominees to determine who would be included in the final run-off against the first nominee.

SECTION 13 - COUNCIL POSITION VACANCY OR ABSENCE

13.1 In the event that an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the Council, a qualified person to fill the vacancy pursuant to State law. The Council may make such appointment at its next regular meeting, or at a special meeting called for that purpose. If the Council does not appoint a person within the ninety (90) day period, the Mayor may make the appointment from among the persons nominated by members of the Council.

13.2 In the event of extended excused absences or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

SECTION 14 - COUNCIL MEETING STAFFING

14.1 Department Directors shall attend all meetings of the Council unless excused.

14.2 The City Attorney shall attend all meetings of the Council unless excused, and shall upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian. The Assistant City Attorney shall attend meetings when the City Attorney has been excused.

[See former ACC 2.06.060 (1957 code § 1.04.160).]

SECTION 15 - COUNCIL RELATIONS WITH STAFF

15.1 There will be mutual courtesy and respect from both City staff and Councilmembers toward each other and of their respective roles and responsibilities.

15.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.

15.3 It is the intent of Council that all pertinent information asked for by individual Council members shall be made available to the full Council.

15.4 Individual Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits. Councilmembers may, at the request of the Mayor, participate in discussions and decisions related to these matters.

15.5 Other than through legislative action taken by the Council as a whole, individual Councilmembers shall not interfere with the operating rules and practices of any City department.

15.6 No individual Councilmember shall direct the Mayor to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council. This provision, however, does not prohibit individual Councilmembers from discussing issues with the Mayor or making individual requests or suggestions to the Mayor. The Mayor shall endeavor to advise and update the Councilmember(s) on the status or follow-up of such issues.

15.7 All councilmember requests for information, other than requests for legal advice from the City Attorney's Office, shall be directed through the Mayor in order to assign the task to the proper staff. The Deputy Mayor may work with the Mayor's designated staff to prepare Study Session agendas and facilitate Study Session work.

15.8 Any written communication with staff shall also include the Mayor as a recipient.

SECTION 16 - COUNCIL STUDY SESSIONS, COMMITTEES AND CITIZEN ADVISORY BOARDS

16.1 In addition to the regularly scheduled City Council meetings (Regular Council Meetings) scheduled on the first and third Mondays of the month, City Council shall regularly schedule Council Study Sessions on the second, fourth and fifth Mondays of the month for review of matters that would come back before the City Council at Regular Council Meetings. Different than the format for Regular Council Meetings (identified in Section 3 hereof), Study Sessions shall be less formal than Regular Council Meetings and shall give the City Council the opportunity to discuss and debate issues coming before it for action at Regular Council meetings. The format for these meetings shall be as follows:

A. Meeting Times:

Study Sessions shall be scheduled as set forth in Section 2.3, above.

B. Study Sessions should conform to the following:

1. Meeting facilitation - the Deputy Mayor shall preside over/conduct Study Sessions.
2. Four or more Councilmembers shall constitute a quorum for Study Sessions.

3. Two and one half hours maximum timeframe (goal).

4. Maximum of five agenda items (goal).

5. Timeframe per agenda item - up to 30 to 40 minutes.

6. Agenda items should relate to future policy-making, strategic planning or key state or federal issues affecting current or future city operations.

7. Agenda items should be substantive only (*e.g.,* traffic impact fee increase proposals, comprehensive plan updates, rather than day-to-day operational issues. [Non-substantive items (*e.g.*, accepting a grant, authorizing contract bidding, etc.) should go directly to the Regular City Council meeting.

C. Study Session Meeting Format[4]

1. Call to Order

   The Presiding Officer shall call the meeting to order.

2. Roll call

   The City Clerk will call the roll. Councilmembers may request to be excused from a meeting by requesting the same of the Mayor or City Clerk in advance of the meeting. The reason for the request shall be given at the time of the request.

3. Announcements, Reports and Presentations

   The Presiding Officer shall provide any announcements, reports or presentations that need to be shared with the City Council in advance of the agenda discussion items. After that these announcements, reports or presentations, City Council members may have questions or wish to discuss the issues at this time or request that they be put on a future Study Session agenda for further discussion.

4. Agenda items for Council Discussion.

   The Presiding Officer shall announce each of the various items that are on the agenda for Council discussion, and, as warranted, request a preliminary report from staff or a consultant or other individual(s)

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[4] It is the intention of the City Council that Study Sessions shall be televised on the City's public access channel if reasonably possible.

involved in the issue. The Presiding Officer shall endeavor to call upon the members of the City Council in the order of their requests to discuss the Agenda Item.

After such report(s), if any, the Presiding Officer shall open the floor for Council discussion on the agenda items in their order on the agenda, unless a different order is approved by a majority of the Councilmembers present.

Council discussion shall be in conformity with the provisions of Section 7 of these rules, other than the requirement that there be a motion before Council discussion.

At the conclusion of the discussion, or at the point the Council feels its questions have been answered and discussion vetted, the Presiding Officer shall move the attention of the Council to the next discussion item on the agenda; provided that if, after a lengthy discussion on a particular agenda item, the Presiding Officer concludes that discussion should be continued to a later date, the Presiding Officer may conclude discussion on that agenda item and schedule the matter for a later Study Session.

With the support of a consensus of Councilmembers, the Deputy Mayor shall call for Study Session agenda items requiring formal Council action to be included in agendas for upcoming Regular Council Meetings.

5. Other Discussion Items

   The Presiding Officer and/or members of the City Council may bring up other discussion items to be discussed at this time or to be scheduled for discussion at a future Study Session; provided that if the Presiding Officer concludes that there is not sufficient time to discuss or continue discussing the topic, the Presiding Officer may defer discussion or continued discussion to a future Study Session.

6. Adjournment

   The Presiding Officer shall adjourn the Study Session after conclusion of discussion on the agenda items.

16.2 The Mayor or a majority of the City Council may establish such ad hoc committees as may be appropriate to consider special matters that require special approach or emphasis. Such ad hoc committees may be established and matters referred to them at study sessions, without the requirement that such establishment or referral take place at a regular City Council meeting. The Mayor shall appoint Council representatives to intergovernmental councils, boards and committees, provided that the Deputy Mayor shall appoint Councilmembers to Council ad hoc committees. It is further provided that the Mayor shall appoint members to Council ad hoc committees if the Deputy Mayor is disabled or precluded from acting in that capacity. Councilmember appointments to intergovernmental councils, boards and committees, including ad hoc committees, shall be periodically reviewed to determine which councilmembers could best be able to represent the City on such councils, boards and committees.

16.3 Ad hoc council committees shall consider all matters referred to them. The chair of such ad hoc committee shall report to the City Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation.

16.4 Advisory Boards, Committees and Commissions established by ordinance, consisting of citizens appointed pursuant to the establishing Ordinance and serving in the capacity and for the purposes indicated in the Ordinance, shall act as an advisory committee to the City Council.

16.5 Committee Chairpersons shall have broad discretion in conducting their meetings. They will generally follow Roberts Rules of Order, Newly Revised.

16.6 Unless otherwise expressly provided for an ad hoc committee of the City Council, such committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee,. Unless otherwise expressly provided for such ad hoc committee, it is the intention of the City Council that such ad hoc committees function informally and not in any way that takes action in lieu of or on behalf of the full City Council. The purpose and function of such ad hoc committees shall be to review matters in advance of their consideration by the full City Council, and perhaps record and make recommendations to the full City Council. With that, it is the intention that these committees operate informally, without the need for compliance with the Open Public Meetings Act (Chapter 42.30. RCW).

16.7 Committee Chairpersons shall approve all agenda items and may, at their discretion, remove or add agenda items during the course of the meeting.

SECTION 17 - COUNCIL REPRESENTATION & INTERNAL COMMUNICATION

17.1 If a Councilmember meets with, attends a meeting or otherwise appears ~~on~~ before individuals, another governmental agency, a community organization, or a private entity or organization, including individuals, agencies, or organizations with whom or with which the City has a business relationship, and makes statements directly or through the media, commenting on an issue that does or could affect the City, the Councilmember shall state the majority position of the City Council, if known, on such issue. Personal opinions and comments which differ from those of the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the City Council's position, and the statements are those of the Councilmember as an individual. Additionally, before a Councilmember discusses anything that does or could relate to City liability, the Councilmember should talk to the City Attorney or the City's Risk Manager, so that the Councilmember would have a better understanding of what may be said or how the discussion should go to control or minimize the City's liability risk and exposure.

17.2 Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another government agency or community organization.

17.3 Councilmembers shall not knowingly communicate with an opposing party or with an opposing attorney in connection with any pending or threatened litigation in which the City is a party or in connection with any disputed claim involving the City without the prior approval of the City Attorney, unless the Councilmember is individually a party to the litigation or is involved in the disputed claim separate from the Councilmember's role as a City official.

17.4 Communication among Councilmembers shall conform to the following parameters:

A. Except in connection with Council members meeting, informally, in committees not subject to the Open Public Meetings Act, to assure that communication on agenda items occurs to the greatest extent possible at the public meetings, and to avoid even the perception that email is being used in a way that could constitute a public meeting, *e.g.*, successive communications on City Council topics that involve a quorum of the Councilmembers. Councilmembers should refrain from emailing Councilmembers about such agenda items. Councilmembers should be prepared to communicate about matters that are on upcoming Council agendas at the public meetings. If Councilmembers wish to share information with other councilmembers about matters that are on upcoming agendas, the councilmembers should forward that information to the Mayor for distribution in the council meeting packets.

B. Councilmembers may communicate via email to other Councilmembers, including to a quorum of the full City Council about matters within the scope of the City Council's authority or related to City business, but not yet scheduled on upcoming Council agendas, to indicate a desire that certain items be included on upcoming meeting agendas; provided that

Councilmembers shall never ask for responses from the other Councilmembers in that communication.

C. Email communication among Councilmembers relating to City operations should also include the Mayor as a recipient/addressee.

D. Councilmembers may email the Mayor about City business without limitations or restrictions.

17.5 Internet & Electronic Resources/Equipment Use.

A. Policy. It is the policy of the City Council that Internet and electronic resources equipment use shall conform to and be consistent with the requirements of City of Auburn Administrative Policy and Procedure 500-03, "Internet & Electronic Resources/Equipment Use – Elected Officials" adopted hereby and incorporated herein by this reference.

It is important to note that all letters, memoranda, and interactive computer communication involving City Councilmembers and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, with exceptions stated by the Public Records Act (RCW 42.56), are public records.

B. Electronic Communications.

(1) Informal messages with no retention value and that do not relate to the functional responsibility of the recipient or sender as a public official, such as meeting notices, reminders, telephone messages and informal notes, do not constitute a public record. Users should delete these messages once their administrative purpose is served.

(2) All other messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Such records are subject to public inspection and copying.

(3) Electronic communications that are intended to be shared among a quorum of the City Council or of an ad hoc Council Committee, whether concurrently or serially, must be considered in light of the Open Public Meetings Act, if applicable. If the intended purpose of the electronic communication is to have a discussion that should be held at an open meeting, the electronic discussion shall not occur. Further, the use of electronic communication to form a collective decision of the Council shall not occur.

(4) Electronic communication should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, electronic communication is discoverable in litigation, and even deleted electronic communication is not necessarily removed from the system. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.

(5) Electronic communication between Councilmembers and between Councilmembers and staff shall not be transmitted to the public or news media without the filing of a public disclosure request with the City Clerk.

(6) As a cautionary note, if an elected public official uses his or her personal home computer to send electronic communications dealing with City business, the electronic communications and electronic records may be subject to discovery demands and public disclosure requests. That possibility amplifies the need for caution in how one uses electronic communication for City business.

17.6 Different than where a City Councilmember is appointed by the City Council or the Mayor to serve as a member of a board, commission, committee, task force or any other advisory body, the City Council may appoint a Councilmember to serve as a non-member Liaison to a board, commission, committee, task force or any other advisory body. Anytime a Councilmember is appointed as such a Liaison, the position or role of Liaison is subordinate to that of Councilmember, and the Councilmember's responsibility is first and foremost to the City and to the City Council. The role and responsibility of the Councilmember-Liaison is to keep the City Council apprised of the activities, positions and actions of the entity or organization to which the Councilmember has been appointed Liaison, and not to communicate to the board, commission, committee, task force or other advisory body a statement as the position of the City Council, except as authorized or directed by the City Council.

17.7 Whenever a member of the City Council attends any meeting of any other entity or organization, he or she should endeavor to be prudent in what he or she says or does at such meeting. Further, the Councilmember should avoid attending such meeting if that attendance would impose an interference with the meeting or the operations of the other entity or organization, or of the operations of the City.

SECTION 18 - TRAVEL AUTHORIZATION

18.1 In accordance with the City of Auburn travel policy, approvals or expenditure of travel related costs and/or approval of specific travel events or activities by

Councilmembers beyond the authority provided in the travel policy and budget shall be as follows: the requesting Councilmember shall submit his/her request to expend travel related costs and/or request for authorization for specific travel purposes to the Mayor to be included on an upcoming Council meeting agenda in advance of the date(s) of such expenditure or travel. The City Council may pursuant to a motion, approve the request by a majority vote of a quorum of the City Council at the meeting in which the matter is considered.

SECTION 19 - CONFIDENTIALITY

19.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered by the exempt from disclosure under exemptions set forth in the Revised Code of Washington.

SECTION 20 – ENFORCEMENT OF RULES OF PROCEDURE

20.1 Councilmembers shall conform their conduct to the requirements, standards and expectations set forth in these Rules of Procedure. In addition to and notwithstanding whatever other enforcement mechanisms may exist for legal, ethical or practical obligations on Councilmember performance or conduct, violations of these Rules of Procedure by Councilmembers may be enforced by action of the City Council through sanctions such as votes of censure or letters of reprimand, and such other action as may be permitted by law.

City Council Rules of Procedure:

Adopted: February 2, 2004
Ordinance No. 5802
Amended by Resolution No. 4282, December 17, 2007
Amended by Resolution No. 4429, December 15, 2008
Amended by Resolution No. 4467, April 6, 2009
Amended by Resolution No. 4615, July 6, 2010
Amended by Resolution No. 4686, February 22, 2011
Amended by Resolution No. 4740, August 15, 2011
Amended by Resolution No. 4813, May 21, 2012
Amended by Resolution No 4909, February 19, 2013
Amended by Resolution No. 5105, November 3, 2014