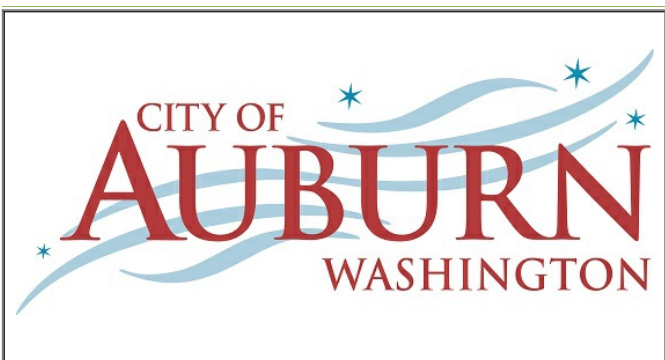


	City Council Meeting November 1, 2021 - 7:00 PM City Hall Council Chambers and Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

1. Public Participation

The Auburn City Council Meeting scheduled for Monday, November 1, 2021 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

Zoom: <https://us06web.zoom.us/j/83093526064>

The public can also view the meeting on YouTube:
<https://www.youtube.com/user/watchauburn/live/?nomobile=1>

To join the meeting by phone, please use the below call-in information:

253 215 8782
877 853 5257 (Toll Free)

Webinar ID: 830 9352 6064

A. Pledge of Allegiance

B. Roll Call

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation - Native American Heritage Month

Mayor Backus to proclaim November 2021 as "Native American Heritage Month" in the City of Auburn

IV. AGENDA MODIFICATIONS

V. NEW BUSINESS

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing In Person or Virtual Participation

Any interested person is invited to attend the public meeting or submit written comments regarding the 2021-2022 Mid-Biennial Budget Amendment, the 2022 Property Tax Levy or the 2022 Annual Action Plan for the Community Development Block Grant Program. All written comments must be received prior to 5:00 p.m. on November 1, 2021.

Please mail comments to:

City of Auburn

Attn: Shawn Campbell, City Clerk

25 W Main St

Auburn, WA 98001

Please fax comments to:

Attn: Shawn Campbell, City Clerk

Fax number: 253-804-3116

Email comments to:

publiccomment@auburnwa.gov

2. 2021-2022 Mid-Biennial Budget Amendment Public Hearing

Public Hearing #1 - 2021-2022 Mid-Biennial Budget Amendment

Public Hearing #2 - 2022 Property Tax Levy

3. Public Hearing for the 2022 Community Development Block Grant Annual Action Plan

City Council to hold a Public Hearing for the proposed 2022 Community Development Block Grant Annual Action Plan

B. Audience Participation

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

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

Participants can submit written comments via mail, fax or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail comments to:

City of Auburn

Attn: Shawn Campbell, City Clerk

25 W Main St

Auburn, WA 98001

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

Email comments to:
publiccomment@auburnwa.gov

C. Correspondence - (There is no correspondence for Council review.)

VII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

VIII. CONSENT AGENDA

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

- A. Minutes of the October 11, 2021 Study Session
- B. Minutes of the October 18, 2021 Regular City Council Meeting
- C. Claims Vouchers (Thomas)
Claim voucher list dated November 1, 2021 which includes voucher numbers 465404 through 465612 in the amount of \$1,321,903.49 and five wire transfers in the amount of \$274,824.49
- D. Payroll Vouchers (Thomas)
Payroll check numbers 539212 through 539215 in the amount of \$526,865.09, electronic deposit transmissions in the amount of \$2,160,708.45, and a special payroll electronic deposit in the amount of \$1,545.14, for a grand total of \$2,689,118.68 for the period covering October 14, 2021 to October 26, 2021 are approved for payment this 1st, day of November, 2021

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

IX. UNFINISHED BUSINESS

X. ORDINANCES

- A. Ordinance No. 6836 (Thomas)
An Ordinance amending Ordinance No. 6794, the 2021-2022 Biennial Operating Budget Ordinance, and Ordinance No. 6796, the 2021-2022 Biennial Capital Budget, as amended by Ordinance No. 6815, as amended by Ordinance No. 6827, authorizing amendment to the City of Auburn 2021-2022 Budget as set forth in Schedule "A" and Schedule "B"

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6836.)

XI. RESOLUTIONS

A. Resolution No. 5629 (Gaub)

A Resolution authorizing the Mayor to execute a right of entry and site access agreement between the City of Auburn and the Washington State Department of Transportation relating to the Mill Creek Ditch

(RECOMMENDED ACTION: Move to adopt Resolution No. 5629.)

B. Resolution No. 5630 (Caillier)

A Resolution declaring an Auburn Police Department canine as surplus property and approving its transfer to a purchaser by contract

(RECOMMENDED ACTION: Move to adopt Resolution No. 5630.)

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

B. From the Mayor

XIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

2021-2022 Mid-Biennial Budget Amendment Public Hearing

Date:

October 27, 2021

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:**Administrative Recommendation:**

City Council to conduct a public hearing on November 1, 2021 to receive public comments, proposals and suggestions with regard to the 2021-2022 Mid-Biennial Budget Amendment and the 2022 Property Tax Levy, including revenue estimates and possible increases in property taxes.

Background for Motion:**Background Summary:**

This is the initial public hearing providing an opportunity for any citizens to make comments, proposals, and suggestions regarding the 2021-2022 Mid-Biennial Budget Amendment and the 2022 Property Tax Levy. Additional hearings will be held prior to the adoption of the Mid-Biennial Budget Amendment.

Reviewed by Council Committees:

Councilmember: Baggett

Staff:

Thomas

Meeting Date: November 1, 2021

Item Number:

PH.2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for the 2022 Community Development Block Grant Annual Action Plan

Date:

October 25, 2021

Department:

Community Development

Attachments:

[2022 NPH CDBG Final](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a Public Hearing for the City of Auburn's Community Development Block Grant 2022 Annual Action Plan

Background for Motion:**Background Summary:**

The City of Auburn's Community Development Block Grant (CDBG) Citizen Participation Plan requires Public Hearings to be held at two key stages of the Annual Action Planning process – prior to development to gain input on what should be included, and after the Action Plan has been drafted. The City of Auburn Human Services Committee held an initial Public Hearing during their September 27, 2021 meeting. The City Council will hold a Public Hearing for the proposed 2022 CDBG Annual Action Plan.

The proposed 2022 Annual Action Plan is a requirement for the Department of Housing and Urban Development's CDBG Program. The Action Plan describes housing and community development needs as well as proposed activities to address those needs. The Action Plan will reflect all public comments received. The Action Plan brings together the planning and funding recommendations for human services, neighborhood revitalization and capital improvements funded by the Community Development Block Grant program. A public comment period was held for responses to the draft Plan from October 1, 2021 – November 1, 2021.

The draft plan is posted on the City's Community Services Division webpage, the Speak Up Auburn webpage, and written copies are available upon request.

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

Tate

Meeting Date: November 1, 2021

Item Number:

PH.3

CITY OF AUBURN
NOTICE OF PUBLIC HEARING AND PUBLIC COMMENTS SOUGHT REGARDING
THE 2022 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM

Auburn, Washington — The City Council will conduct a public hearing in the Auburn City Hall Council Chambers, 25 West Main Street, on Monday, November 1, 2021 at 7:00 p.m. or soon thereafter. The purpose of this public hearing is to solicit public comments on the 2022 CDBG Annual Action Plan prior to its submission of the plan to U.S. Department of Housing and Urban Development (HUD).

The proposed 2022 Annual Action Plan is a requirement for the Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The Action Plan describes housing and community development needs as well as activities to address those needs. The Action Plan brings together the planning and funding recommendations for human services, neighborhood revitalization and capital improvements funded by the Community Development Block Grant program. The Plan includes project descriptions, recommended funding and proposed accomplishments for the 2022 program year.

In accordance with 24 CFR 91 of HUD, the City of Auburn solicits comments and public review for its 2022 Community Development Block Grant (CDBG) program.

Copies of the Consolidated Plan and the 2022 Action Plan are available, at no charge, from the City of Auburn's Community Services Department located at 25 W. Main Street, Auburn, 98001. It is also posted on the City's website at www.auburnwa.gov/communityservices.

The deadline for the consideration of written comments and/or suggestions is Monday, November 1, 2021; they may be addressed to Joy Scott with Auburn's Community Services at the above address, faxed to (253) 288-3132, or emailed to jfscott@auburnwa.gov. Comments can also be submitted online, at www.speakupauburn.org/cdbg. Interested residents may also offer oral comments at the City Council public hearing on Monday, November 1, 2021.

The public hearing will be held in person and virtually. To join from a PC, Mac, iPad, iPhone or Android device:

Please visit this URL to join. <https://us06web.zoom.us/j/83093526064>

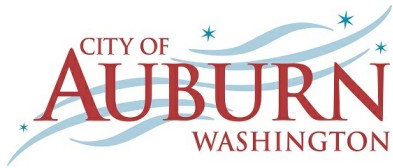
Or join by phone:

253 215 8782

877 853 5257 (Toll Free)

Webinar ID: 830 9352 6064

Non-English speaking residents with speech, sight, or hearing impairments who wish to review the documents or comment at the public hearing should contact the Auburn Department of Community Development. Each request will be considered individually according to the type of assistance required, the availability of resources, and the financial ability of the City to provide accommodation.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the October 11, 2021 Study Session

Department:

City Council

Attachments:

[10-11-2021 Minutes](#)

Date:

October 25, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

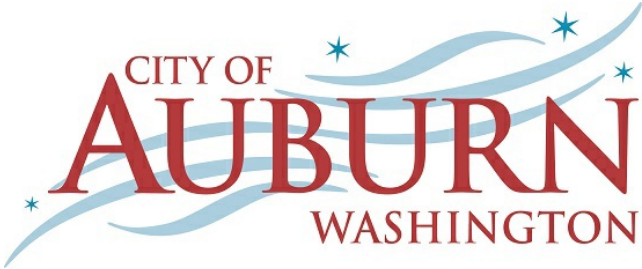
Revised Budget: \$0

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

Meeting Date: November 1, 2021

Staff:

Item Number: CA.A

	City Council Study Session Finance, Technology and Economic Development Special Focus Area October 11, 2021 - 5:30 PM Virtual MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

Deputy Mayor DaCorsi called the meeting to order at 5:30 p.m.

II. VIRTUAL PARTICIPATION LINK

A. Virtual Participation Link

The City Council Meeting was held virtually.

B. Roll Call

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Mayor Nancy Backus, Innovation and Technical Support Specialist Danika Olson and City Clerk Shawn Campbell were in Chambers.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Director of Innovation and Technology David Travis, Chief of Police Mark Caillier, Community Services Manager Joy Scott, Real Estate Manager Josh Arndt, Parks Planning and Development Manager Jamie Kelly and Assistant Director of Innovation and Technology Ashley Riggs.

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports or presentations.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Regional Homelessness Authority – Sub-Regional Planning Update (Tate)(20 Minutes)

Staff from the King County Regional Homelessness Authority will provide an update on progress related to the Sub-Regional Homelessness plan

Director Tate introduced Alexis Mercedes Rinck and Paul Tan from South King County Regional Homelessness Authority. They provided Council an update on the Regional Homelessness Authority's Sub-Regional planning. They reviewed; defined sub-regions, regional engagement, engagement pathways, the feedback from providers, service types by sub-region, funding and investment and the "Centering Lived Experience". They also reviewed the revised timeline for the final Sub-Regional Plan.

Council discussed funding from the other jurisdictions that are part of the Regional Homelessness Authority, the homelessness drivers, equity in funding, engagement with encampments and the number of homeless in our region.

B. Resolution No. 5615 (Faber/Comeau)(10 Minutes)

A Resolution authorizing the Mayor to execute a contract for purchase and sale between the City of Auburn and Diamond J. Investments, LLC for Real Property

City Attorney Comeau introduced Resolution No. 5615 and Resolution No. 5616. Manager Kelly provided Council a history of the property and the grant funding for the purchase, he explained the area is a wetland. Manager Arndt provided Council with the general description of the property for both Resolution No. 5615 and 5616 and reviewed the purpose of the land acquisitions.

Council discussed improvements to Mill Creek as an off channel habitat and other wetland improvements.

C. Resolution No. 5616 (Faber/Comeau)(10 Minutes)

A Resolution authorizing the Mayor to execute a contract for purchase and sale between the City of Auburn and Kent-Yi Company for Real Property

See Resolution No. 5615 for discussion.

D. Resolution No. 5624 (Caillier)(15 Minutes)

A Resolution (1) authorizing the Mayor to sign a contract with Axon Enterprise, Inc., for Police Body Worn Cameras and related equipment, and (2) allocating ARPA funds toward the contract purchase

Chief Caillier provided Council with an update on the proposals received to purchase officer body worn cameras and related equipment.

Council discussed what equipment is included in the proposal and contract from Axon Enterprise, Inc.

V. FINANCE, TECHNOLOGY AND ECONOMIC DEVELOPMENT DISCUSSION ITEMS

A. Resolution No. 5617 (Comeau)(10 Minutes)

A Resolution authorizing the Mayor to execute a contract for the sale of City owned Real Property to Bridge Acquisition, LLC

City Attorney Comeau introduced Resolution No. 5617. Manager Arndt

provided Council with the property and transaction details for the proposed purchase.

Council discussed the properties wetland status and development requirements for wetlands.

B. Resolution No. 5621 (Comeau)(10 Minutes)

A Resolution declaring certain Real Property as surplus, and authorizing the Mayor to execute a contract for the sale of surplus Real Property to the Valley Regional Fire Authority

City Attorney Comeau presented Resolution No. 5621. Manager Arndt presented the proposed surplus and sale of the property and the transaction details.

Council discussed the right-of-way dedication.

VI. OTHER DISCUSSION ITEMS

Councilmember Mulenga asked about a City Strategic Plan and Council's Strategic Plan.

Councilmember Sterns wished everyone a happy Indigenous Peoples' Day.

VII. NEW BUSINESS

There was no new business.

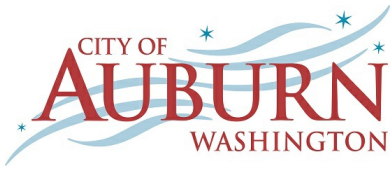
VIII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:47 p.m.

APPROVED this 1st day of November, 2021.

CLAUDE DACORSI, DEPUTY MAYOR Shawn Campbell, City Clerk

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.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the October 18, 2021 Regular City Council Meeting

Date:

October 25, 2021

Department:

City Council

Attachments:

[10-18-2021 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

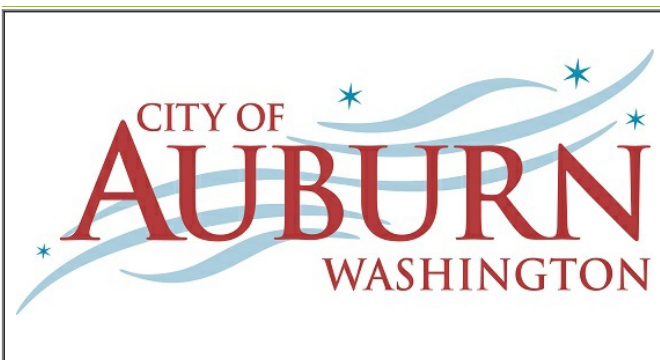
Revised Budget: \$0

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

Meeting Date: November 1, 2021

Staff:

Item Number: CA.B

	City Council Meeting October 18, 2021 - 7:00 PM City Hall Council Chambers and Virtual MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

B. Roll Call

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Mayor Nancy Backus, Director of Innovation and Technology David Travis, Chief of Police Mark Caillier, Innovation and Technical Support Specialist Danika Olson and Deputy City Clerk Teresa Mattingly were in Chambers.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Daryl Faber, Director of Finance Jamie Thomas, Real Estate Manager Josh Arndt, Community Services Manager Joy Scott and Assistant Director of Innovation and Technology Ashley Riggs.

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, proclamations or presentations.

IV. AGENDA MODIFICATIONS

There were no modifications to the agenda.

V. NEW BUSINESS

There was no new business.

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing In Person or Virtual Participation

2. Public Hearing for Sale of Real Property

City Council to hold a public hearing to consider the sale of City owned real property located at 302 Lund Rd to Bridge Acquisition, LLC

Mayor Backus opened the public hearing at 7:03 p.m.

Council discussed Bridge Acquisition, LLC.

Virginia Haugen, 2503 R St SE

Ms. Haugen discussed submitting a public records request regarding the surplus and sale of the two properties.

There were no written comments received.

Mayor Backus closed the public hearing at 7:06 p.m.

3. Public Hearing Date for Declaring Real Property Surplus

City Council to hold a public hearing to consider declaring a portion of real property at 1101 D Street NE as surplus

Mayor Backus opened the public hearing at 7:06 p.m. No written comments were received and no one came forward to speak, she closed the hearing.

B. Audience Participation

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

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

Virginia Haugen, 2503 R St SE

Ms. Haugen expressed her concerns about the Governor Inslee's mandate to wear masks and not being able to recycle them.

C. Correspondence

There was no correspondence for Council to review.

VII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

Councilmember Baggett, Chair of the Finance ad hoc committee, reported he and Councilmember Jeyaraj have reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

VIII. CONSENT AGENDA

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

A. Minutes of the October 4, 2021 Regular Council Meeting

B. Set a Public Hearing for the 2022 Community Development Block Grant Annual Action Plan (Tate)

City Council to set a Public Hearing date for the City of Auburn's Community Development Block Grant 2022 Annual Action Plan

C. Set Public Hearings for the 2021-2022 Biennial Budget (Thomas)

City Council to set public Hearing Dates for the 2021-2022 Biennial Budget

D. Claims Vouchers (Thomas)

Claim voucher list dated October 18, 2021 which includes voucher numbers 465197 through 465403 in the amount of \$5,235,671.71 and three wire transfers in the amount of \$1,061.435.82

E. Payroll Vouchers (Thomas)

Payroll check numbers 539205 through 539211 in the amount of \$76,005.99, electronic deposit transmissions in the amount of \$2,383,668.11, and a draw for check number 539204 in the amount of \$300.00 for a grand total of \$2,459,974.10 for the period covering September 24, 2021 to October 13, 2021 are approved for payment this 18th, day of October, 2021

Deputy Mayor DaCorsi moved and Councilmember Trout-Manuel seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

IX. UNFINISHED BUSINESS

There was no unfinished business.

X. RESOLUTIONS

A. Resolution No. 5617 (Comeau)

A Resolution authorizing the Mayor to execute a contract for the sale of City owned Real Property to Bridge Acquisition, LLC

Councilmember Jeyaraj moved and Councilmember Mulenga seconded to adopt Resolution No. 5617.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5620 (Comeau)

A Resolution amending the City of Auburn Fee Schedule to adjust for 2021 fees

Councilmember Stearns moved and Councilmember Brown seconded to adopt Resolution No. 5620.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5621 (Comeau)

A Resolution declaring certain Real Property as surplus, and authorizing the Mayor to execute a contract for the sale of surplus Real Property to the Valley Regional Fire Authority

Councilmember Brown moved and Councilmember Stearns seconded to adopt Resolution No. 5621.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Resolution No. 5624 (Caillier)

A Resolution (1) authorizing the Mayor to sign a contract with Axon Enterprise, Inc., for Police Body Worn Cameras and related equipment, and (2) allocating ARPA funds toward the contract purchase

Councilmember Jeyaraj moved and Deputy Mayor DaCorsi seconded to adopt Resolution No. 5624.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor DaCorsi reported he attended the Puget Sound Regional Council Growth Management Policy Board meeting.

Councilmember Stearns reported he attended the King County-Cities Climate Collaboration (K4C) Elected Officials Work Session and the Regional Water Quality Committee Caucus.

Councilmember Jeyaraj reported he attended the Sound Cities Association (SCA) Equity and Inclusion Cabinet meeting.

B. From the Mayor

Mayor Backus reported she attended the City of Auburn October Town Hall Meeting and a meeting with Mayor Armondo Pavone, Mayor Jim Ferrell, Mayor Dana Ralph and local legislators from the 30th and 47th Districts.

XII. ADJOURNMENT

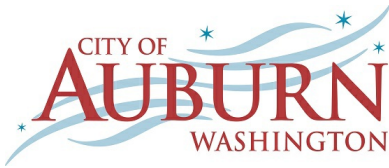
There being no further business to come before the Council, the meeting was adjourned at 7:28 p.m.

APPROVED this 1st day of November, 2021.

NANCY BACKUS, MAYOR

Teresa Mattingly, Deputy City Clerk

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.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

October 25, 2021

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claim voucher list dated November 1, 2021 which includes voucher numbers 465404 through 465612 in the amount of \$1,321,903.49 and five wire transfers in the amount of \$274,824.49.

Reviewed by Council Committees:

Councilmember: Baggett

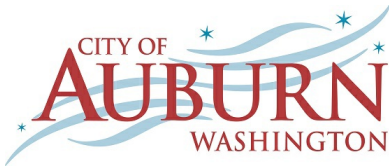
Staff:

Thomas

Meeting Date: November 1, 2021

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

October 25, 2021

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539212 through 539215 in the amount of \$526,865.09, electronic deposit transmissions in the amount of \$2,160,708.45, and a special payroll electronic deposit in the amount of \$1,545.14, for a grand total of \$2,689,118.68 for the period covering October 14, 2021 to October 26, 2021 are approved for payment this 1st, day of November, 2021.

Reviewed by Council Committees:

Councilmember: Baggett

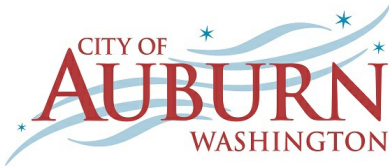
Staff:

Thomas

Meeting Date: November 1, 2021

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6836 (Thomas)

Date:

October 27, 2021

Department:

Finance

Attachments:

[Memo](#)

[Ordinance No. 6836](#)

[Schedule A](#)

[Schedule B](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Ordinance No. 6836.

Background for Motion:

Budget Amendment #3 will adjust the 2021 budget to account for new revenue sources not previously budgeted; allow for transfers between operating funds and capital funds for previously approved capital projects; increase the budget for certain existing programs; and increase the budget for new programs, which includes adding 4 new Full Time Employees (FTEs) and 3 new Limited Term Employees (LTEs).

Background Summary:

Ordinance No. 6836 (Budget Amendment #3) amends the 2021-2022 revised budget as presented in the attached transmittal memorandum and supporting attachments.

Reviewed by Council Committees:

Councilmember: Baggett

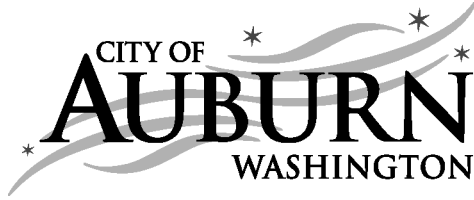
Staff:

Thomas

Meeting Date: November 1, 2021

Item Number:

ORD.A



Interoffice Memorandum

To: City Council
From: Jamie Thomas, Finance Director
CC: Nancy Backus, Mayor
Date: October 12, 2021
Re: Ordinance No. 6836 – 2021-2022 Budget Amendment #3

Budget Amendment #3 is the third amendment of the City of Auburn's 2021-2022 biennial budget and final amendment for the 2021 budget. The purpose of this budget amendment is to adjust for the following:

1. Revenue Adjustments: these include new/increased revenue related to grant awards, other new funding, and reallocation of revenues between funds;
2. Capital Fund Transfers: transfers from operating to capital funds to provide budget for previously approved capital projects in prior years;
3. Funding Adjustments: to increase, decrease, or otherwise adjust budget authority for previously approved programs; and
4. New Requests: new programs, projects, purchases, and FTEs that have not been previously approved by Council.

Below is a summary of the proposed amendments. For additional detail, ***Schedule A, Summary of 2021 Budget Adjustments by Fund***, breaks down each request and its relative impact to each fund.

Revenue Adjustments: This amendment recognizes new grants and updated revenue projections. The total adjustment in this category is \$8.6 million and includes:

- Add one-time state assistance for unfunded local government police reform mandates (General Fund) \$ 331,500
- Receive American Rescue Plan Act (ARPA) revenues (Fund 106) 7,375,600
- Community Development Block Grants (Fund 119) 180,400
- Increase solid waste revenues and hauler charges (Fund 434) 500,000

Capital Fund Transfers: This budget amendment provides funding for current and future capital projects by transferring monies among funds. These transfers include moving cash reserves from enterprise operating funds to the associated capital funds; e.g., \$1.5 million from the Water Operating Fund (F430) to the Water Capital Fund (F460), as well as the transfer of \$726,600 in parks impacts fees for application to the Arts & Culture Center renovation project. The total requested adjustment in this category is \$2.3 million.

Funding Adjustments: Funding adjustment requests included in this budget amendment increase or decrease spending authority for existing programs. The total net requested adjustment in this category is \$0.2 million, and includes:

- Reduce budget for hangar projects that had been planned to be bond-funded: This request would eliminate planned revenue bond proceeds by \$3.8 million, associated debt service and issuance costs, and \$2.75 million in capital expenditures (Fund 435).
- Increase utility tax expenditures: This amendment would add \$2.1 million in utility tax expenditures due to the Council-adopted increase in City utility taxes from 7% to 10% in Ordinance No. 6801 (Funds 430, 431, 432, and 434).
- Increase budget for SCORE: This request would add \$830,000 to the 2021 budget for increased SCORE costs due to revenue losses the jail has incurred resulting from decreased jail population as a consequence of the pandemic and recent legislative action (General Fund).

New Requests: New funding requests total \$1.8 million and include:

- Expenditures to provide support for body cameras (ARPA and SB1592 funded): This amendment would authorize four new FTEs in the Legal Department and fund the 2021 portion of an annual contract for body camera hardware and software for the Police Department (General Fund).
- New Limited Term Employee (LTE) – Recruitment Coordinator: This new position would help address the high turnover rate and rehiring of temporary, volunteer, and seasonal employees to support re-opening of City-wide programs. The request is for Council approval of the LTE position. All costs incurred in 2021 will be absorbed within the existing Human Resources Department budget; however, salary and benefit costs will be incurred in 2022 (General Fund).

- New Limited Term Employee (LTE) – Grants Coordinator (ARPA funded): This new position would help assist with the documentation, reporting, and audit support required by the receipt of ARPA funds in 2021. The request is for Council approval of the LTE position. All costs incurred in 2021 will be absorbed within the existing Finance Department budget; however, salary and benefit costs will be incurred in 2022 through 2024. ARPA funds will be used to cover these costs (General Fund).
- New Limited Term Employee (LTE) – Accounting Specialist: This new position would help the Finance Department reconcile unbilled and past due accounts receivable accounts and get billing up to date. The request is for Council approval of the LTE position. All costs incurred in 2021 will be absorbed within the existing Finance Department budget; however, salary and benefit costs will be incurred in 2022 (General Fund).
- Budget for a Utility Assistance Program (ARPA funded): This amendment would add \$525,000 to help residents adversely affected by the pandemic to prevent them from having their water shut off due to unpaid utility balances and encourage them to enter into payment plans (Fund 430).
- Flow monitoring to identify areas of high sewer system inflow and infiltration: This amendment would provide \$181,000 to fund contracted flow monitoring of the City's sewer system (Fund 431).
- New Limited Term Employee (LTE) – Security Officer: This new position would provide security at City Hall, the Annex building, and the Les Gove campus (Fund 505).

The following table summarizes the current and revised budget as a result of this amendment.

Table 1: 2021 Budget as Amended

2021 Budget as Amended through Budget Amendment #2	\$ 412,333,562
Budget Amendment #3 (Ord. #6836)	<u>6,730,390</u>
2021 Budget as Amended	\$ 419,063,952

Attachments:

- ❖ Proposed Ordinance #6836 (Budget Amendment #3)
- ❖ Summary of proposed 2021 budget adjustments by fund and department (Schedule A)
- ❖ Summary of 2021 ending fund balance/working capital by fund (Schedule B)

ORDINANCE NO. 6836

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6794, THE 2021-2022 BIENNIAL OPERATING BUDGET ORDINANCE, AND ORDINANCE NO. 6796, THE 2021-2022 BIENNIAL CAPITAL BUDGET, AS AMENDED BY ORDINANCE NO. 6815, AS AMENDED BY ORDINANCE NO. 6827, AUTHORIZING AMENDMENT TO THE CITY OF AUBURN 2021-2022 BUDGET AS SET FORTH IN SCHEDULE "A" AND SCHEDULE "B"

WHEREAS, the Auburn City Council at its regular meeting of November 16, 2020, adopted Ordinances No. 6794 and 6796 which adopted the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of April 5, 2021, adopted Ordinance No. 6815 (BA#1) which amended Ordinances No. 6794 and 6796 which adopted the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of July 26, 2021, adopted Ordinance No. 6827 (BA#2) which amended Ordinance No. 6815 which amended the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the City of Auburn deems it necessary to appropriate additional funds to the various funds of the 2021 budget as outlined in this Ordinance (BA#3); 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 2021-2022 Biennial Budget.** The 2021-2022 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. **Implementation.** The Mayor is authorized to implement those administrative procedures necessary to carry out the directives 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 of it to any person or circumstance, will 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 will 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:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____

Schedule A
Summary of 2021 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #6836)

	Beg. Fund Balance	2021 Revenues	2021 Expenditures	Ending Fund Balance
General Fund (#001)				
2021 Adopted Budget	19,948,152	72,870,710	82,294,077	10,524,785
Previous Budget Amendments	11,280,248	1,377,800	6,047,000	6,611,048
2021 Amended Budget	31,228,400	74,248,510	88,341,077	17,135,833
BA#3 (Ordinance #6836, Proposed):	-	2,118,600	1,838,200	280,400
General Fund Revenues:				
One-time state assistance for unfunded local government police reform mandates	-	331,500	-	331,500
Move lease revenues from Facilities to General Fund	-	107,500	-	107,500
Budget for ACRC lease revenues from the Auburn Food Bank	-	32,600	-	32,600
Human Resources Department:				
Vaccination incentive program (ARPA funded)	-	47,500	47,500	-
Security and safety buildout of Human Resources lobby	-	-	25,000	(25,000)
New Limited Term Employee (LTE): Recruitment Coordinator (NO COSTS IN 2021)	-	-	-	-
Finance Department:				
New Limited Term Employee (LTE): Grants Coordinator (NO COSTS IN 2021)	-	-	-	-
New Limited Term Employee (LTE): Accounting Specialist (NO COSTS IN 2021)	-	-	-	-
Police Department:				
C/F unspent 2020 Coronavirus Emergency Supplemental Funding Program grant	-	22,500	22,500	-
Community Development Department:				
Increase budget for repairs to City-owned parking lots	-	-	-	-
001.17.558.600.49 MISCELLANEOUS			(15,000)	
001.98.597.100.55 OPERATING TRANSFERS OUT			15,000	
SCORE:				
Increase budget for SCORE operating costs (partially ARPA funded)	-	800,000	830,000	(30,000)
Public Works Department:				
Increase signal systems repair and maintenance budget due to crashes	-	-	30,000	(30,000)
Update the City's Local Road Safety Plan (LRSP)	-	-	50,000	(50,000)
Parks Department:				
AWC Summer Experiences & Enrichment for Kids (SEEK) grant	-	90,600	90,600	-
Increase Golf Pro Shop inventory and repair and operating supply budgets	-	100,000	100,000	-
Streets Department:				
Move funds to F102 for Roadway Channelization Refreshment project	-	-	-	-
001.42.542.300.41 PROFESSIONAL SERVICES			(100,000)	
001.98.597.100.55 OPERATING TRANSFERS OUT (to F102)			100,000	

Schedule A
Summary of 2021 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #6836)

	Beg. Fund Balance	2021 Revenues	2021 Expenditures	Ending Fund Balance
City Attorney's Office:				
4 New FTEs and costs for PD body camera implementation (ARPA and SB1592 funding)	-	586,400	642,600	(56,200)
Revised 2021 Budget - Fund 001	31,228,400	76,367,110	90,179,277	17,416,233
Arterial Street Fund (#102)				
2021 Adopted Budget	1,015,159	4,948,080	5,535,930	427,309
Previous Budget Amendments and CIP Carry-Forwards	1,268,916	3,708,523	4,847,618	129,821
2021 Amended Budget	2,284,075	8,656,603	10,383,548	557,130
BA#3 (Ordinance #6836, Proposed):	-	100,000	100,000	-
Move funds to F102 for Roadway Channelization Refreshment project	-	100,000	100,000	-
Revised 2021 Budget - Fund 102	2,284,075	8,756,603	10,483,548	557,130
American Rescue Plan Act Fund Fund (#106)				
2021 Adopted Budget	-	-	-	-
Previous Budget Amendments	-	-	-	-
2021 Amended Budget	-	-	-	-
BA#3 (Ordinance #6836, Proposed):	-	7,375,600	1,958,900	5,416,700
Receive American Rescue Plan Act (ARPA) money into new ARPA Fund	-	7,375,600	-	7,375,600
4 New FTEs and costs for PD body camera implementation (ARPA and SB1592 fund)	-	-	586,400	(586,400)
Increase budget for SCORE operating costs (partially ARPA funded)	-	-	800,000	(800,000)
Vaccination incentive program (ARPA funded)	-	-	47,500	(47,500)
Utility Assistance Program (ARPA funded)	-	-	525,000	(525,000)
Revised 2021 Budget - Fund 106	-	7,375,600	1,958,900	5,416,700
Housing & Comm Develop Fund (#119)				
2021 Adopted Budget	42,904	600,000	600,000	42,904
Previous Budget Amendments	(579)	952,100	952,100	(579)
2021 Amended Budget	42,325	1,552,100	1,552,100	42,325
BA#3 (Ordinance #6836, Proposed):	-	180,400	180,400	-
Align revenue & expenditure budgets w/ most recent CDBG and CDBG-CV awards	-	180,400	180,400	-
Revised 2021 Budget - Fund 119	42,325	1,732,500	1,732,500	42,325

Schedule A
Summary of 2021 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #6836)

	Beg. Fund Balance	2021 Revenues	2021 Expenditures	Ending Fund Balance
Mitigation Fees Fund (#124)				
2021 Adopted Budget	12,420,562	1,217,560	4,265,480	9,372,642
Previous Budget Amendments and CIP Carry-Forwards	1,996,460	-	2,746,457	(749,997)
2021 Amended Budget	14,417,022	1,217,560	7,011,937	8,622,645
BA#3 (Ordinance #6836, Proposed):	-	-	726,600	(726,600)
Add'l funding for Arts & Culture Center renovations (funded by park impact fees)	-	-	726,600	(726,600)
Revised 2021 Budget - Fund 124	14,417,022	1,217,560	7,738,537	7,896,045
Parks Construction Fund (#321)				
2021 Adopted Budget	819,996	3,095,800	2,883,800	1,031,996
Previous Budget Amendments and CIP Carry-Forwards	9,470	163,869	414,509	(241,170)
2021 Amended Budget	829,466	3,259,669	3,298,309	790,826
BA#3 (Ordinance #6836, Proposed):	63,869	32,000	32,000	63,869
True-up 2021 beginning fund balance	63,869	-	-	63,869
Construct bike park at Cedar Lanes Park (grant funded)	-	32,000	32,000	-
Revised 2021 Budget - Fund 321	893,335	3,291,669	3,330,309	854,695
Capital Improvements Fund (#328)				
2021 Adopted Budget	7,705,844	4,264,180	7,932,720	4,037,304
Previous Budget Amendments and CIP Carry-Forwards	2,578,483	4,702,995	4,008,767	3,272,711
2021 Amended Budget	10,284,327	8,967,175	11,941,487	7,310,015
BA#3 (Ordinance #6836, Proposed):	-	481,600	726,600	(245,000)
Add'l funding for Arts & Culture Center renovations (funded by park impact fees)	-	481,600	726,600	(245,000)
Revised 2021 Budget - Fund 328	10,284,327	9,448,775	12,668,087	7,065,015
Local Revitalization Fund (#330)				
2021 Adopted Budget	244,000	1,000	245,000	-
Previous Budget Amendments and CIP Carry-Forwards	111,086	34,000	145,086	-
2021 Amended Budget	355,086	35,000	390,086	-
BA#3 (Ordinance #6836, Proposed):	-	15,000	15,000	-
Increase budget for repairs to City-owned parking lots	-	15,000	15,000	-
Revised 2021 Budget - Fund 330	355,086	50,000	405,086	-

Schedule A
Summary of 2021 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #6836)

	Beg. Fund Balance	2021 Revenues	2021 Expenditures	Ending Fund Balance
Water Fund (#430)				
2021 Adopted Budget	17,088,517	19,149,300	25,067,833	11,169,984
Previous Budget Amendments and CIP Carry-Forwards	6,540,539	-	4,698,220	1,842,319
2021 Amended Budget	23,629,056	19,149,300	29,766,053	13,012,303
BA#3 (Ordinance #6836, Proposed):	2,663	525,000	2,580,900	(2,053,237)
Increase utility tax expense to reflect higher City tax rate (in Ord. #6822)	-	-	518,000	(518,000)
True-up 2021 beginning working capital balance	2,663	-	-	2,663
Purchase brush mower for utility property and access roads	-	-	10,000	(10,000)
Increase budget to replace dump truck, salt spreader, and plow	-	-	27,900	(27,900)
Utility Assistance Program (ARPA funded)	-	525,000	525,000	-
Replenish working capital balance in Water capital subfund (transfer from F430)	-	-	1,500,000	(1,500,000)
Revised 2021 Budget - Fund 430	23,631,719	19,674,300	32,346,953	10,959,066
Sewer Fund (#431)				
2021 Adopted Budget	7,837,981	9,670,730	8,507,355	9,001,356
Previous Budget Amendments and CIP Carry-Forwards	878,126	-	29,200	848,926
2021 Amended Budget	8,716,107	9,670,730	8,536,555	9,850,282
BA#3 (Ordinance #6836, Proposed):	1,190	-	1,137,100	(1,135,910)
Increase utility tax expense to reflect higher City tax rate (in Ord. #6822)	-	-	918,200	(918,200)
Purchase brush mower for utility property and access roads	-	-	10,000	(10,000)
Flow monitoring to identify areas of high sewer system inflow and infiltration	-	-	181,000	(181,000)
Increase budget to replace dump truck, salt spreader, and plow	-	-	27,900	(27,900)
True-up 2021 beginning working capital balance	1,190	-	-	1,190
Revised 2021 Budget - Fund 431	8,717,297	9,670,730	9,673,655	8,714,372

Schedule A
Summary of 2021 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #6836)

	Beg. Fund Balance	2021 Revenues	2021 Expenditures	Ending Fund Balance
Storm Drainage Fund (#432)				
2021 Adopted Budget	8,943,194	10,686,150	9,366,223	10,263,121
Previous Budget Amendments and CIP Carry-Forwards	1,163,165	-	29,200	1,133,965
2021 Amended Budget	10,106,359	10,686,150	9,395,423	11,397,086
BA#3 (Ordinance #6836, Proposed):	996	-	521,500	(520,504)
Increase utility tax expense to reflect higher City tax rate (in Ord. #6822)	-	-	333,600	(333,600)
Purchase brush mower for utility property and access roads	-	-	10,000	(10,000)
Stormwater Management Action Plan (SMAP) and supporting documentation	-	-	150,000	(150,000)
Increase budget to replace dump truck, salt spreader, and plow	-	-	27,900	(27,900)
True-up 2021 beginning working capital balance	996	-	-	996
Revised 2021 Budget - Fund 432	10,107,355	10,686,150	9,916,923	10,876,582
Solid Waste Fund (#434)				
2021 Adopted Budget	5,753,618	16,775,500	16,950,830	5,578,288
Previous Budget Amendments	174,299	-	81,000	93,299
2021 Amended Budget	5,927,917	16,775,500	17,031,830	5,671,587
BA#3 (Ordinance #6836, Proposed):	-	500,000	874,600	(374,600)
Increase utility tax expense to reflect higher City tax rate (in Ord. #6822)	-	-	374,600	(374,600)
Incr budget and revenue for WM costs due to higher-than-expected service levels	-	500,000	500,000	-
Revised 2021 Budget - Fund 434	5,927,917	17,275,500	17,906,430	5,296,987
Airport Fund (#435)				
2021 Adopted Budget	810,777	5,285,700	4,487,696	1,608,781
Previous Budget Amendments	193,185	-	44,210	148,975
2021 Amended Budget	1,003,962	5,285,700	4,531,906	1,757,756
BA#3 (Ordinance #6836, Proposed):	-	(3,630,900)	(3,008,100)	(622,800)
Increase revenue and expenditure budget for aviation fuel	-	180,000	120,000	60,000
Reduce budget for hangar projects that had been planned to be bond-funded	-	(3,810,900)	(3,128,100)	(682,800)
Revised 2021 Budget - Fund 435	1,003,962	1,654,800	1,523,806	1,134,956

Schedule A
Summary of 2021 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #6836)

	Beg. Fund Balance	2021 Revenues	2021 Expenditures	Ending Fund Balance
Cemetery Fund (#436)				
2021 Adopted Budget	505,802	1,203,600	1,344,820	364,582
Previous Budget Amendments	566,587	-	100,070	466,517
2021 Amended Budget	1,072,389	1,203,600	1,444,890	831,099
BA#3 (Ordinance #6836, Proposed):	-	-	29,400	(29,400)
Purchase riding mower for Cemetery turf care	-	-	29,400	(29,400)
Revised 2021 Budget - Fund 436	1,072,389	1,203,600	1,474,290	801,699
Water Capital Fund (#460)				
2021 Adopted Budget	888,139	11,614,710	10,670,410	1,832,439
Previous Budget Amendments and CIP Carry-Forwards	(483,857)	4,590,020	5,863,319	(1,757,156)
2021 Amended Budget	404,282	16,204,730	16,533,729	75,283
BA#3 (Ordinance #6836, Proposed):	-	1,500,000	-	1,500,000
Replenish working capital balance in Water capital subfund (transfer from F430)	-	1,500,000	-	1,500,000
Revised 2021 Budget - Fund 460	404,282	17,704,730	16,533,729	1,575,283
Storm Drainage Capital Fund (#462)				
2021 Adopted Budget	10,569,965	838,870	4,695,700	6,713,135
Previous Budget Amendments	1,336,596	-	829,311	507,285
2021 Amended Budget	11,906,561	838,870	5,525,011	7,220,420
BA#3 (Ordinance #6836, Proposed):	12,096	-	-	12,096
True-up 2021 beginning working capital balance	12,096	-	-	12,096
Revised 2021 Budget - Fund 462	11,918,657	838,870	5,525,011	7,232,516
Airport Capital Fund (#465)				
2021 Adopted Budget	20,557	3,000,200	2,891,600	129,157
Previous Budget Amendments and CIP Carry-Forwards	140,783	(42,290)	(42,290)	140,783
2021 Amended Budget	161,340	2,957,910	2,849,310	269,940
BA#3 (Ordinance #6836, Proposed):	-	(2,750,000)	(2,750,000)	-
Reduce budget for hangar projects that had been planned to be bond-funded	-	(2,750,000)	(2,750,000)	-
Revised 2021 Budget - Fund 465	161,340	207,910	99,310	269,940

Schedule A
Summary of 2021 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #6836)

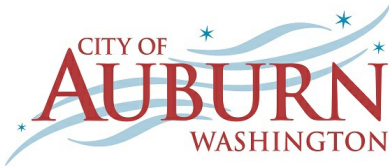
	Beg. Fund Balance	2021 Revenues	2021 Expenditures	Ending Fund Balance
Cemetery Capital Fund (#466)				
2021 Adopted Budget	48,983	800	40,100	9,683
Previous Budget Amendments and CIP Carry-Forwards	(40,798)	100,070	15,673	43,599
2021 Amended Budget	8,185	100,870	55,773	53,282
BA#3 (Ordinance #6836, Proposed):	(2)	-	-	(2)
True-up 2021 beginning working capital balance	(2)	-	-	(2)
Revised 2021 Budget - Fund 466	8,183	100,870	55,773	53,280
Facilities Fund (#505)				
2021 Adopted Budget	986,936	3,713,100	4,076,191	623,845
Previous Budget Amendments	147,089	235,600	235,600	147,089
2021 Amended Budget	1,134,025	3,948,700	4,311,791	770,934
BA#3 (Ordinance #6836, Proposed):	-	(88,750)	104,600	(193,350)
Move lease revenues from Facilities to General Fund	-	(107,500)	-	(107,500)
Increase budget for Auburn Central Parking Garage	-	-	74,300	(74,300)
Add lease revenue for Game Farm Park	-	18,750	-	18,750
New LTE: Security Officer for City Hall, Annex, and Les Gove campus	-	-	30,300	(30,300)
Revised 2021 Budget - Fund 505	1,134,025	3,859,950	4,416,391	577,584
Innovation & Technology Fund (#518)				
2021 Adopted Budget	2,597,407	6,724,750	7,372,520	1,949,637
Previous Budget Amendments	267,252	-	141,000	126,252
2021 Amended Budget	2,864,659	6,724,750	7,513,520	2,075,889
BA#3 (Ordinance #6836, Proposed):	-	14,200	14,200	-
New LTE: Security Officer for City Hall, Annex, and Les Gove campus	-	3,000	3,000	-
4 New FTEs and costs for PD body camera implementation (ARPA and SB1592 fund)	-	11,200	11,200	-
Revised 2021 Budget - Fund 518	2,864,659	6,738,950	7,527,720	2,075,889

Schedule A
Summary of 2021 Budget Adjustments by Fund
Budget Amendment #3 (Ordinance #6836)

	Beg. Fund Balance	2021 Revenues	2021 Expenditures	Ending Fund Balance
Equipment Rental Capital Fund (#560)				
2021 Adopted Budget	4,104,409	3,046,920	3,248,600	3,902,729
Previous Budget Amendments and CIP Carry-Forwards	376,202	329,400	1,898,790	(1,193,188)
2021 Amended Budget	4,480,611	3,376,320	5,147,390	2,709,541
BA#3 (Ordinance #6836, Proposed):	133,728	143,100	143,100	133,728
True-up 2021 beginning working capital balance	133,728	-	-	133,728
Purchase riding mower for Cemetery turf care	-	29,400	29,400	-
Increase budget to replace dump truck, salt spreader, and plow	-	83,700	83,700	-
Purchase brush mower for utility property and access roads	-	30,000	30,000	-
Revised 2021 Budget - Fund 560	4,614,339	3,519,420	5,290,490	2,843,269
Grand Total - All Funds				
2021 Adopted Budget	137,202,931	213,828,120	241,379,280	109,651,771
Previous Budget Amendments	38,437,106	22,865,405	44,043,189	17,259,322
2021 Amended Budget	175,640,037	236,693,525	285,422,469	126,911,093
TOTAL BA#3 (Ordinance #6836, Proposed):	214,540	6,515,850	5,225,000	1,505,390
Revised 2021 Budget	175,854,577	243,209,375	290,647,469	128,416,483
		419,063,952		419,063,952

Schedule B
2021 Ending Fund Balance/Working Capital
by Fund

Fund	2021 Amended Budget (before BA#3)	BA#3 (Ord #6836)	Revised Budget
General Fund (#001)	17,135,833	280,400	17,416,233
Arterial Street Fund (#102)	557,130	-	557,130
Local Street Fund (#103)	2,027,953	-	2,027,953
Hotel/Motel Tax Fund (#104)	277,797	-	277,797
Arterial Street Preservation Fund (#105)	1,442,653	-	1,442,653
American Rescue Plan Act Fund (#106)	-	5,416,700	5,416,700
Drug Forfeiture Fund (#117)	559,307	-	559,307
Housing & Comm Develop Fund (#119)	42,325	-	42,325
Recreation Trails Fund (#120)	89,412	-	89,412
BIA Fund (#121)	135,095	-	135,095
Cumulative Reserve Fund (#122)	10,681,144	-	10,681,144
Mitigation Fees Fund (#124)	8,622,645	(726,600)	7,896,045
City Hall Annex 2010 A&B Bond Fund (#230)	-	-	-
Local Revitalization 2010 C&D Bond Fund (#231)	-	-	-
2020 LTGO A&B Refunding Bonds Fund (#232)	102,828	-	102,828
SCORE Debt Service Fund (#238)	-	-	-
LID Guarantee Fund (#249)	1,686	-	1,686
LID 350 Fund (#275)	2,157	-	2,157
Golf/Cemetery 2016 Refunding Fund (#276)	-	-	-
Parks Construction Fund (#321)	790,826	63,869	854,695
Capital Improvements Fund (#328)	7,310,015	(245,000)	7,065,015
Local Revitalization Fund (#330)	-	-	-
Water Fund (#430)	13,012,303	(2,053,237)	10,959,066
Sewer Fund (#431)	9,850,282	(1,135,910)	8,714,372
Storm Drainage Fund (#432)	11,397,086	(520,504)	10,876,582
Sewer Metro Sub Fund (#433)	2,842,422	-	2,842,422
Solid Waste Fund (#434)	5,671,587	(374,600)	5,296,987
Airport Fund (#435)	1,757,756	(622,800)	1,134,956
Cemetery Fund (#436)	831,099	(29,400)	801,699
Water Capital Fund (#460)	75,283	1,500,000	1,575,283
Sewer Capital Fund (#461)	7,729,407	-	7,729,407
Storm Drainage Capital Fund (#462)	7,220,420	12,096	7,232,516
Airport Capital Fund (#465)	269,940	-	269,940
Cemetery Capital Fund (#466)	53,282	(2)	53,280
Insurance Fund (#501)	1,589,515	-	1,589,515
Workers' Comp Fund (#503)	2,702,725	-	2,702,725
Facilities Fund (#505)	770,934	(193,350)	577,584
Innovation & Technology Fund (#518)	2,075,889	-	2,075,889
Equipment Rental Fund (#550)	1,779,893	-	1,779,893
Equipment Rental Capital Fund (#560)	2,709,541	133,728	2,843,269
IT Capital Fund (#568)	500,353	-	500,353
Fire Pension Fund (#611)	1,981,776	-	1,981,776
SKHHP Fund (#654)	224,913	-	224,913
Cemetery Endowment Fund (#701)	2,085,882	-	2,085,882
Total	126,911,093	1,505,390	128,416,483



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5629 (Gaub)

Date:

October 20, 2021

Department:

Public Works

Attachments:

[Resolution No. 5629](#)

[Exhibit A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5629.

Background for Motion:

This agreement grants the City the right to have a storm drainage ditch within State property along the south side of 15th Street NW that was constructed as part of the Mill Creek 5K Reach improvements completed by the Corp of Engineers.

Background Summary:

Resolution No. 5629 authorizes the Mayor to execute a Right of Entry and Site Access Agreement with the Washington State Department of Transportation (WSDOT) for a ditch that was previously constructed as part of the Mill Creek 5K Reach Improvement project. The 5K Reach project was designed and constructed by the Corp of Engineers with the City as the sponsoring agency. The project completed the relocation of Mill Creek south of 15th Street NW and constructed a new fish friendly culvert under 15th Street NW. As part of the project a new ditch was necessary to connect the drainage from the old culvert crossing of 15th Street NW with the new culvert along 15th Street NW. It was originally envisioned that this ditch would be located within the City's right-of-way however, during construction it was determined that the ditch needed to be located further south to insure slope stability for the embankment for 15th Street NW. This required that the ditch be placed on WSDOT property with the state approved by permit at the time. A permit condition was the completion of a maintenance agreement between the City and the State which this agreement fulfills that permit obligation.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: November 1, 2021

Item Number:

RES.A

RESOLUTION NO. 5629

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A RIGHT OF ENTRY AND SITE ACCESS AGREEMENT BETWEEN THE CITY OF AUBURN AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATING TO THE MILL CREEK DITCH

WHEREAS, the City previously sponsored a federal project entitled the “Army Corps, Mill Creek ‘Wetland 5K’ Stream Restoration” project that included realignment of Mill Creek south of 15th Street NW and the construction of a new fish passage culvert under 15th Street NW; and,

WHEREAS, the project required excavation of a ditch along 15th Street NW from the location of the previous culvert crossing to the new culvert crossing that was originally planned within the existing City right-of-way; and,

WHEREAS, during construction it was determined that the ditch needed to be located further south of the existing slope for 15th Street NW within right-of-way under the jurisdiction of the Washington State Department of Transportation (WSDOT); and,

WHEREAS, the City secured a permit from WSDOT to complete the ditch re-alignment work; and,

WHEREAS, a condition of the permit was to enter into a maintenance agreement with WSDOT; and,

WHEREAS, the Right of Entry and Site Access agreement satisfies the maintenance agreement requirement.

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

Section 1. The Mayor is authorized to execute a Right of Entry and Site Access Agreement with the Washington State Department of Transportation related to the mill Creek ditch, which Agreement will be in substantial conformity with the Agreement attached as Exhibit A.

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

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

GMB 1121
SR 167 at 15th Street NW Mill Creek
MAINTENANCE, OPERATION,
RIGHT OF ENTRY AND SITE ACCESS AGREEMENT

This Agreement is made and entered into between the State of Washington Department of Transportation ("WSDOT") and the City of Auburn, WA ("City"), collectively the "Parties" and individually the "Party."

RECITALS

1. The City locally sponsored a federal project entitled the "Army Corps, Mill Creek 'Wetland 5K' Stream Restoration," to include: a new alignment for portions of the stream located on City property; a new, 25 foot wide fish friendly culvert under 15th Street NW located approximately 350' west of the existing Mill Creek crossing; excavation of new channel segments; closure of the existing Mill Creek culvert at 15th Street NW; and construction of large wood habitat features and native plantings (the "Project").
2. The Project required the excavation of a ditch from the existing stream channel just upstream of the existing culvert, which was closed, to run east-west over to the new stream channel and new culvert. This feature was originally designed to be located entirely within the City's 15th Street NW right of way, but the U.S. Corps of Engineers (the "Corps") requested that the ditch be moved (southward) from 15th Street NW to stay further away from the toe of the slope. Pursuant to the Corps' proposal, the City excavated an alternate ditch. A section of this alternate ditch is located within WSDOT right of way, shown approximately in blue on Exhibit A as "Alternate Ditch Alignment in WSDOT right of way (approximate)." The entire alternate ditch, lying in part in City right of way and in part in WSDOT right of way, is shown in detail on Exhibit B as "Alternate Ditch Alignment." Some of the water flowing through the alternate ditch comes from State Route (SR) 167.
3. The City's Alternate Ditch Alignment was constructed in 2016, followed by a period of plant establishment, pursuant to a General Permit issued by WSDOT to the City, NWK-1628-AUB, as shown in Exhibit C. That permit referenced maintenance agreement GCB 1091, which was never completed. This maintenance agreement under a new number GMB 1121 shall serve as the maintenance agreement anticipated in the General Permit.
4. The Parties agree that it is necessary to describe the division of responsibility between WSDOT and the City in the maintenance of the Alternate Ditch Alignment that falls within WSDOT right of way hereinafter the "Alternate Ditch in WSDOT ROW."

NOW THEREFORE, pursuant to recitals above as if incorporated below, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained in this Agreement and the attached Exhibit A, Exhibit B and Exhibit C that are incorporated by this reference and made a part of this Agreement, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1. RIGHT OF ENTRY

- 1.1 WSDOT grants to the City and its authorized agents, contractors, subcontractors, and employees, a right of entry onto WSDOT right of way, at no cost or expense to the City, for the operation and maintenance of the Alternate Ditch in WSDOT ROW, the approximate location of which is shown on Exhibit A and in detail on Exhibit B.
- 1.2 If it should be determined by either WSDOT or the City that the Alternate Ditch in WSDOT ROW needs to be relocated, and upon the prior mutual written agreement of WSDOT and the City to the relocation, WSDOT grants to the City and its authorized agents, contractors, subcontractor, and/or employees, a right

of entry onto the WSDOT right of way shown in Exhibit A, and this right of entry for the purpose of relocation shall be at no cost or expense to the City.

2. MAINTENANCE RESPONSIBILITIES

- 2.1 At the City's sole cost and expense, the City agrees to operate, maintain and/or relocate if needed in the future the Alternate Ditch in WSDOT ROW. The City shall not be required to notify WSDOT of any maintenance activities unless such activities require relocation. "Operate and maintain" shall include but are not limited to, restoring the ditch to the original designed cross section, maintaining the slope and grades, removal of obstructions and maintaining the vegetation and ensuring continued conveyance of flows and providing for erosion control protection as originally intended. Any relocation of the Alternate Ditch in WSDOT ROW shall be at the City's sole cost and expense and completed within a mutually agreeable timeline. If it is determined that relocation is required, the City shall submit for approval to WSDOT the plan for relocation. Upon WSDOT's approval of the City's plan, WSDOT will notify the City. The City will notify the WSDOT Maintenance Superintendent or his/her designated representative, by phone, no less than twenty four (24) hours prior to the scheduled relocation work.
- 2.2 The City's access to operate and maintain the Alternate Ditch in WSDOT ROW shall be made from 15th Street NW and not from the south bound on-ramp to SR 167, which is the AL² Ramp shown on Exhibit A.
- 2.3 **Deficient Maintenance**
In the event the City does not perform necessary maintenance for the Alternate Ditch in WSDOT ROW, WSDOT shall notify the City of the deficiency in writing. At the sole discretion of either Party, an in-person meeting may be requested to discuss maintenance and corrective actions as required. If a deficiency cannot, with due diligence, be corrected within a period of thirty (30) calendar days of receipt of WSDOT's written notice, the City may make a written request of WSDOT for an extension of time. The thirty (30) calendar days to correct the deficiency will be suspended upon WSDOT's receipt of the City's request. WSDOT will respond to the City's request within five (5) calendar days granting or denying the request. WSDOT will not, without good cause, deny the City's request. In the event the City does not correct an identified deficiency within thirty (30) calendar days, or within the approved extension of time, if any, WSDOT, in its sole discretion through the Region Maintenance Engineer, shall correct the deficiency at the City's cost and expense. The City agrees to reimburse WSDOT for the actual and related indirect costs of the maintenance work completed for identified deficiencies at the discretion of the Regional Maintenance Engineer and WSDOT will invoice the City for those costs in accordance with Section 3.
- 2.4 **Emergency Maintenance**
If emergency maintenance work is needed and City forces are not available to perform emergency maintenance work, for the Alternate Ditch in WSDOT ROW, WSDOT reserves the right to perform the necessary emergency maintenance work as defined in the WSDOT Maintenance Manual M15-01.11 in Section 1-1. The City agrees to reimburse WSDOT for the actual and related indirect costs of the emergency maintenance work and WSDOT will invoice the City for those costs in accordance with Section 3.

3. PAYMENT

- 3.1 In the event that WSDOT forces or its contractor performs work authorized under this Agreement, WSDOT shall invoice the City for the actual reasonable direct and related indirect costs of the work performed. Upon receipt of a detailed, itemized invoice from WSDOT, the City shall make payment within sixty (60) calendar days. All sums due from the City to WSDOT and not paid within sixty (60) calendar days of the date of invoice will bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate

allowable by law is less than twelve percent (12%), interest charged hereunder will not exceed that amount. Interest shall be calculated from the sixty-first calendar day until the date paid. If the City objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the City shall make every effort to settle the disputed portion, and if necessary utilize dispute resolution provided for in Section 6.4. No interest shall be due on any portion of an invoice the City is determined not to owe following settlement between the Parties or completion of dispute resolution process.

4. TERM OF AGREEMENT

- 4.1 The term of this Agreement shall begin as of the date of the Party signature last written below and shall continue for the duration necessary for the City's operation and maintenance of the Alternate Ditch in WSDOT ROW.

5. AGREEMENT REPRESENTATIVES

- 5.1 Any and all notification or contact pursuant to this Agreement shall reference GMB 1121 and be directed to the Party representatives or designated representatives, as follows:

City of Auburn	Washington State Department of Transportation
Ingrid Gaub Director of Public Works City of Auburn 25 West Main Street Auburn, WA 98001 Phone: (253) 804-3113 igaub@auburnwa.gov	Lee Fanning NWR Maintenance Manager South Washington State Department of Transportation 15700 Dayton Ave N Shoreline, WA 98133 Phone: (206) 440-4662 FanninL@wsdot.wa.gov

- 5.2 A Party may designate an alternative representative to the individual listed in section 5.1 and in this event will notify the other Party in writing, email being acceptable as "in writing."

6. GENERAL PROVISIONS

- 6.1 Amendment: This Agreement may be modified by the mutual agreement of the Parties. Such modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

6.2 Termination:

- 6.2.1 WSDOT and the City may terminate this Agreement upon mutual written agreement with sixty (60) calendar days written notice following completion of any relocation of the Alternative Ditch Alignment, as shown in Exhibit A and Exhibit B, or other mutually agreed upon provisions to provide a different conveyance of flows intended for the Alternate Ditch pursuant to Section 1.2 and Section 2.1. Any revision must provide for the continuation of flows from the Mill Creek alignment prior to the "Army Corps, Mill Creek 'Wetland 5K' Stream Restoration" project and the current Mill Creek alignment at the time of the proposed revision.

- 6.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6.3 Indemnification and Waiver:

- 6.3.1 The City shall protect, defend, indemnify, and hold harmless WSDOT, its officers, officials, employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the City's obligations to be performed pursuant to the provisions of this Agreement, except for injuries and damages caused by the sole negligence of WSDOT. Where such claims, suits, or actions result from concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 6.3.2 The City agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents only while performing operation and/or maintenance of the Alternate Ditch in WSDOT ROW, as described in this Agreement. For this purpose the City, by mutual negotiation, hereby waives with respect to WSDOT only any immunity that would otherwise be available against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
- 6.3.3 WSDOT shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with WSDOT's right of way interest and the conveyance of stormwater, except for all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the City's obligations to operate and maintain the Alternate Ditch as defined in Section 2.1.
- 6.3.4 If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of WSDOT and the City, its officers, officials, employees, and volunteers, WSDOT's liability hereunder shall be only to the extent of WSDOT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes WSDOT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 6.3.5 This indemnification and/or waiver shall survive termination of this Agreement.
- 6.4 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the City agree to negotiate to resolve any issues. Should such negotiations fail to produce a satisfactory resolution then WSDOT and the City shall each appoint a member to a dispute board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. Each Party shall be responsible for its own costs and fees and agree to share equally in the cost of the third dispute board member.
- 6.5 Venue: In the event either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. The Parties further agree that each shall be responsible for its own attorney fees and costs.
- 6.6 Records and Audit: All maintenance records of each Party in support of this Agreement's obligations shall be maintained by the Party for a period of six (6) years from the date of termination of this

Agreement. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Each Party shall be provided copies of records at no cost upon written request. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives.

- 6.7 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 6.8 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday or a legal local, state, or federal holiday.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

City of Auburn	Washington State Department of Transportation
By:	By:
Printed: Nancy Backus	Printed: Morgan Balogh
Title: Mayor	Title: Assistant Regional Administrator, Maintenance, Northwest Region
Date:	Date:
Approved as to Form City of Auburn	Approved as to Form Washington State Department of Transportation
By:	By: 
Printed: Kendra Comeau	Printed: Mark F. Schumock
Title: City Attorney	Title: Assistant Attorney General
Date:	Date: 9-22-21



Washington State
Department of Transportation

SR 167 - Mill Creek / NW 15th
Street Ditch

Exhibit C - GMB 1121 - page 1 of 13

Application for General Permit

Permit No.

NWK-1628-AUB

Applicant - Please print or type all information

Application is Hereby Made For: ☒ General Permit (No Fee)
☐ General Permit \$2.50 (Subject to RCW 47.12.140(2))

Intended Use of State Right of Way is to Construct, Operate, and Maintain a Auburn
temporary right of entry to allow for the City of Kent, its agents or assigns, construct and relocate a section
of Mill Creek onto the DEPARTMENT's right of way. This PERMIT is issued in conjunction with General
Maintenance Agreement GCB 1091 denoting the PERMITTEE's maintenance responsibilities for the ditch
section and associated access road.

on a portion of State Route 167 (at/from) MilePost 15.75L to Mile Post 15.75L in King County,
to begin in the NW¼ of the SW¼ Section 12 Township 21 N North: Range 04 E West/East W.M.
and end in the NW¼ of the SW¼ Section 12 Township 21 N North: Range 04 E West/East W.M.

This Permit is issued pursuant to the applicable terms of RCW 47.32.110 (Roadside Users) and RCW 47.12.140 (Sale of Timber and Removal of Nonmarketable Materials).

City of Auburn

Applicant (Referred to as Grantee)

25 West Main Street

Address

Auburn

City

WA

State

98001

Zip Code

253-876-1962

Telephone

Applicant Authorized Signature

Chris Andersen, CFM

Print or Type Name

Environmental Services Manager

Title

Dated this 8th day of September, 2016

91-6001228

Federal Tax ID Number or Social Security Number

Authorization to Occupy Only If Approved Below

The Washington State Department of Transportation referred to as the "Department," hereby grants this Permit subject to the terms and conditions stated in the General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof: Construction facilities proposed under this application shall begin within one year and must be completed within three years from date of approval.

For Department Use Only

Exhibits Attached

Exhibit A - Special Provisions for Projects Within Counties or Limited Access Highways. Pages 1 - 7.
Exhibit B - Right of Way Plan, "SR 167 - AUBURN: 17th St SW to S 285th St, Sheet 7 of 14", Sheet 1 of 1.
Exhibit C - Plan, Sheet 1 - 1.

Department Approval

By:

John H. White, P.E.

Title: Assist. Regional Administrator, King & Snohomish Counties

Date:

9/9/16

Expiration Date: December 31, 2017

No changes to these General Provisions may be made without further approval of the Office of the Attorney General

This Permit is issued pursuant to the applicable terms of RCW 47.32.110 (Roadside Users) and RCW 47.12.140 (Sale of Timber and Removal of Nonmarketable Materials).

DOCUMENTS, NON-EXCLUSIVE, COMPLIANCE WITH LAW, WORK

1. A copy of this Permit must be on the job site, protected from the elements, at all times during any Permittee activity, construction or improvement Work as authorized by this Permit. "Work" under this Permit shall include the use of the state-owned right of way as authorized herein.
2. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature to other public or private entities, nor shall it prevent the Department from using any of the state-owned highway right of way or other properties for transportation purposes, or affect the Department's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered.
3. The Permittee shall be responsible for compliance with all federal, state, and local laws and regulations.
4. Upon approval of this Permit, the Permittee shall diligently proceed with the Work and comply with all General and Special provisions herein.

DEPARTMENT NOTIFICATION: SURVEY MONUMENTS, HIGHWAY SIGNS, FENCES, LANDSCAPING

5. The Permittee shall contact the Department representative(s), listed in Exhibit A, Special Provisions, two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Permittee will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Permittee, the Department, prior to Permittee Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Permittee shall cease Work in that area and immediately notify the Department of the discovery. The Department will coordinate with the Permittee to ensure that the monument or right of way marker is recorded or replaced. The Permittee agrees to pay all Department actual direct and related indirect costs and expenses to perform monument or right of way marker work, pursuant to the provisions of Section 18-Invoice and Payment.
6. In the event any milepost, fence, or guardrail is located within the limits of the Permittee's Work and will be disturbed during Permittee Work, the Permittee agrees to carefully remove these highway facilities prior to Permittee Work and reset or replace these highway facilities after the Permittee Work, to the Department's sole satisfaction and at the sole cost of the Permittee. The Permittee shall not remove or disturb any highway signs, traffic control devices, or landscaping unless specifically authorized.

PERMIT EXTENSION, ASSIGNMENT, AND REVOCATION:

7. This Permit may not be extended without the Department's prior written approval.
8. The Permittee shall not assign or transfer this Permit without the Department's prior written approval. The Permittee understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit, and the Permittee agrees to advise the assignee or transferee of its obligation to apply for an updated or replacement Permit from the Department.
9. This Permit is granted solely within the discretion of the Department. It may be revoked at will and at any time by giving thirty (30) calendar days written notice to the Permittee. Revocation shall automatically take effect on the thirty-first day without further action by the Department. Permittee acknowledges and agrees that it has no due process or appeal rights should the Department decide, for any reason whatsoever, to revoke this Permit. Thereafter, if the Permittee has not removed its facilities or otherwise fails to return the state property back to its original condition as solely determined by the Department, the Department shall perform such work at the Permittee's sole cost and expense, and the Permittee shall pay the Department's actual direct and related indirect costs and expenses for performing the work pursuant to the provisions of Section 18-Invoice and Payment.
10. Should the Permittee breach any of the conditions or requirements of this Permit, or should the Permittee fail to proceed with due diligence and in good faith with the Work as authorized by this Permit, the Department may revoke the Permit. The Department shall give thirty (30) calendar days written notice to the Permittee, and upon the thirty-first day, this Permit shall be deemed revoked without further action by the Department. Thereafter, if the Permittee has not removed its facilities or otherwise fails to return the state property back to its original condition as solely determined by the Department, the Department shall perform such work at the Permittee's sole cost and expense, and the Permittee shall pay the Department's actual direct and related indirect costs and expenses for performing the work pursuant to the provisions of Section 18-Invoice and Payment.

11. The Department may modify this Permit at any time by giving Permittee written notice. If this Permit is modified, the Permittee will have thirty (30) calendar days from the date of the written notice to modify the Work as required by the Department. If the modifications cannot be made within thirty (30) calendar days, the Permittee shall request the Department, in writing, during the thirty (30) calendar day time period for an extension of time in which to make the modifications. Any extension of time shall be solely within the Department's discretion.

12. If the Permittee desires to modify this Permit and/or the Work, it shall notify the Department representative(s) listed in Exhibit A, Special Provisions, in writing of all proposed changes for the Department's prior approval. The Department agrees to provide written acceptance or rejection of the proposed change(s) to the Permittee within Ten (10) business days.

13. Should the Permittee fail or refuse to comply with the Department's direction pursuant to section 11, the Department will implement section 10 and revoke the Permit.

ADDITIONAL PERMIT OBLIGATIONS

14. The Permittee shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with the Department's construction, operation, and maintenance of the state-owned highway right of way or the public's travel thereon without the Department's prior written approval and/or as may be provided in this Permit's Special Provisions.

15. Upon completion of all Work, the Permittee shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to the Department's sole satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within seven (7) calendar days of Work completion, unless the Department approves otherwise, will be done by the Department at the expense of the Permittee. The Permittee agrees to reimburse the Department's actual direct and related indirect costs and expenses for performing the work pursuant to the provisions of Section 18-Invoice and Payment.

16. The Permittee agrees to maintain, at its sole expense, its Work under this Permit in a manner satisfactory to the Department in the Department's sole discretion.

17. If the Department determines that emergency maintenance of the Work is required to (a) protect any aspect of the state highway right of way, or (b) secure the safety of the traveling public due to a failure of the Permittee's Work or its maintenance thereof, the Department may perform the emergency maintenance work without the Permittee's prior approval, and the Permittee agrees to reimburse the Department's actual direct and related indirect costs and expenses for performing the emergency maintenance work pursuant to the provisions of Section 18 – Invoice and Payment. The Department will notify the Permittee of the emergency work performed as soon as practicable.

INVOICE AND PAYMENTS

18. If the Department performs work as provided for in this Permit by state forces or its contractor, including but not limited to any modification, repair, clean up or removal of the Work authorized under this Permit:

- a. The Department will assign a reimbursable account to the Permittee as a means of invoicing the Permittee for the costs associated with the work.
- b. The Department will provide a detailed invoice, including direct and related indirect costs, to the Permittee for the work performed by the Department or its contractor(s), and the Permittee agrees to pay the Department within fifteen (15) calendar days of receipt of an invoice.
- c. The Permittee agrees that if payment is not made to the Department as herein agreed, the Department may charge late fees, interest or refer the debt to a collection agency, all in accordance with Washington State Law.

ADDITIONAL REQUIRED PERMITS

19. The Permittee shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit. The Permittee shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is solely responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Permittee, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, the Department and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages to regulatory agencies, persons, and/or property, arising out of, or in any way resulting from, the Permittee's failure to (1) obtain any required permit for the Permittee Work or (2) comply with permit conditions.

20. The Permittee hereby certifies that its facilities described in this Permit are in compliance with the Clear Zone Guidelines pursuant to Chapter 1600 of the Department's Design Manual (M 22-01) and any revisions thereto.

INDEMNIFICATION, WAIVER, VENUE, ATTORNEYS FEES, AND RELOCATION/EMINENT DOMAIN

21. The Permittee, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers, employees, and agents from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits in law and in equity that (1) arise out of or are incident to any acts or omissions of the Permittee, its agents, contractors, employees, invitees and/or any other person in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit, or (2) are caused by the breach of any of the terms or conditions of this Permit by the Permittee, its successors and assigns, and its contractors, agents, employees, invitees and/or any other person. The Permittee, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers, employees and/or agents, if the claim, suit, or action for damages (both to persons and/or property) is caused by the sole acts or omissions of the State of Washington, its officers, employees and/or agents; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers, employees and/or agents, and (b) the Permittee, its agents, contractors, employees, invitees, and/or any other person or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Permittee, its agents, contractors, employees, invitees, and/or any other person.

22. The Permittee agrees that its obligations under this Permit extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit while located on or off state-owned highway right of way. For this purpose, the Permittee, by MUTUAL NEGOTIATION, hereby WAIVES, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.

23. The indemnification and WAIVER provided for in sections 21 and 22 shall survive the termination of this Permit.

24. In the event that the Permittee or the Department deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Permit, the Permittee and Department agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Permittee agrees that it shall be solely responsible for its own attorneys fees and costs and agrees that it shall not seek nor be entitled to recovery of such attorneys fees and costs.

25. **NONAPPLICABILITY OF RELOCATION ASSISTANCE/EMINENT DOMAIN.** The Permittee acknowledges that this Permit does not at any time entitle the Permittee, its successors or assigns, to assistance under the Uniform Relocation and Real Property Acquisition Policy (ch. 8.26 RCW). Further, the revocation or other termination of this Permit shall not be deemed a taking by the state under the laws of eminent domain.

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Special Provisions General Permit Within Counties or Limited Access Highways

General Permit No. **NWK-1628-AUB**

The General Permit and these Special Provisions apply to all construction items within the DEPARTMENT's jurisdiction and maintenance responsibility only.

Applicable provisions are denoted by (☒)

☒ 1. **DEPARTMENT REPRESENTATIVE/NOTICE TO PROCEED.**

No work provided for herein shall be performed until the PERMITTEE is authorized by the following DEPARTMENT Representative(s):

Ed Giraud, Construction Liaison
NWR Development Services
PO Box 330310
15700 Dayton Avenue North
Seattle, WA 98133-9710
Office: 206-440-4709
Cellular: 206-940-2737

Mike Golden, Superintendent
NWR Area 4 Maintenance
26620 – 68th Avenue South
Kent, WA 98032
Office: 253-372-3900

☒ 2. **PRE-CONSTRUCTION CONFERENCE.**

Prior to the beginning of construction, a Pre-construction Conference shall be held at which the DEPARTMENT Representative, the PERMITTEE Representative(s), and PERMITTEE's Contractor shall be present.

☒ 3. **PERMITTEE REPRESENTATIVE.**

Should the PERMITTEE choose to perform the work outlined herein with other than his own forces, a representative of the PERMITTEE shall be available at all times unless otherwise agreed to by the DEPARTMENT Representative. All contact between the DEPARTMENT and the PERMITTEE's Contractor shall be through the Representative of the PERMITTEE. Where the PERMITTEE chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. The PERMITTEE at its own expense shall adequately police and supervise all work on the above described project by itself, its contractor, subcontractor, agent and others, so as not to endanger or injure any person or property.

☒ 4. **PLAN CHANGES.**

- **PERMITTEE CHANGE ORDER / ADDENDA.**

Changes to any Approved Plan affecting the State right of way or jurisdiction must be reviewed and approved by the DEPARTMENT prior to execution.

- **DEPARTMENT REQUIRED CHANGES OR CORRECTIONS.**

The DEPARTMENT reserves the right to require changes or corrections due to plan omissions or details not in conformance with the DEPARTMENT's Standard Specifications, Standard Plans, Design Standards, or Project Special Provisions.

☒ 5. **AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.**

All public entities are required to follow the ***Americans with Disabilities Act of 1990 (ADA)***, regardless of funding sources. Wherever pedestrian facilities are intended to be a part of the transportation facility, federal regulations require that those pedestrian facilities meet ADA guidelines. All new construction or alteration of existing transportation facilities must be designed and constructed to be accessible to and usable by persons with disabilities per Title II of the ADA (28 CFR Part 35.151) and Section 504 regulations (49 CFR Part 27.7(c)).

Neither cost nor schedule are factors in determining whether the ADA standards can be met, nor are they factors in determining the feasibility of complying with the standard. An alteration project must be planned, designed, and constructed so that the required accessibility improvements occur at the same time as the alteration.

The following are not considered Alteration Projects: Spot Pavement Repair, Liquid-Asphalt Sealing, Chip Seal (BST), Crack Sealing, and Lane Restriping that does not alter the usability of the shoulder.

If there is uncertainty as to whether a project meets the definition of an Alteration Project, the STATE's Construction Representative and the AGENCY's Representative shall consult with the STATE's Regional ADA Coordinator.

If a situation is encountered where it may not be possible to fully meet the applicable accessibility requirements during alterations of existing facilities, the STATE's Construction Representative and the AGENCY's Representative shall consult with the STATE's Regional ADA Coordinator in order to develop a workable solution to meet the accessibility requirements to the maximum extent feasible (MEF).

☒ 6. **DELAY TO DEPARTMENT CONTRACTS.**

The PERMITTEE agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the DEPARTMENT's contractor in the performance of any DEPARTMENT contract in the area. The DEPARTMENT shall in no way be held liable for any damage to the PERMITTEE by reason of any such work by the DEPARTMENT, its agents or representatives, or by the exercise of any rights by the DEPARTMENT upon roads, streets, public places, or structures in question.

☒ 7. **ARCHAEOLOGICAL/HISTORICAL FINDINGS.**

If any archaeological or historical resources are revealed in the work vicinity, the PERMITTEE shall immediately stop work, notify the DEPARTMENT's Representative, retain a qualified Archaeologist who shall evaluate the site, and make recommendations to the DEPARTMENT Representative regarding the continuance of work.

☒ 8. **UNSUITABLE MATERIALS.**

If determined necessary by the DEPARTMENT, any unsuitable, hazardous or contaminated materials encountered during any excavation shall be removed, disposed of properly according to current environmental regulations, and replaced to the satisfaction of the DEPARTMENT at 100% PERMITTEE cost. The replacement material shall be free-draining and granular, or other materials as determined by the DEPARTMENT's Representative.

☒ 9. **MATERIALS AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC).**

- **MATERIALS AND WORKMANSHIP.**

All materials and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by the DEPARTMENT.

- **MATERIALS TESTING/REPORTING OF RESULTS.**

All materials testing is to be performed by the PERMITTEE, or an Independent Certified Testing Laboratory of their choice. Copies of all test results shall be submitted to the DEPARTMENT's Representative prior to beginning the next phase of construction. The DEPARTMENT reserves the right to verify the test results or to perform the testing.

☐ 10. **APPROVAL OF MATERIALS.**

- **REQUEST FOR APPROVAL OF MATERIALS (RAMS).**

The RAM shall be prepared by the Contractor or PERMITTEE in accordance with the instructions on Form 350-071 and submitted to the DEPARTMENT's Construction Representative for approval before the material is incorporated into the work. All material, including proposed Aggregate Sources, shall be listed on the RAM Form. Approval of the material does not constitute acceptance of the material for incorporation into the Work. Additional acceptance actions as noted on the RAM need to be completed prior to the materials being incorporated into the Work. When requesting approval of an item that requires fabrication, both the fabricator and the manufacturer of the base material shall be identified on the RAM.

- **QUALIFIED PRODUCTS LIST (QPL).**

The most current QPL list available at the time the product is proposed for use shall be used. The QPL submittal shall be prepared by the Contractor or PERMITTEE in accordance with the instructions in the QPL and submitted to the DEPARTMENT's Construction Representative prior to use. The QPL identifies the approved products, the applicable Specification Section, and the basis for acceptance at the project level. The acceptance and use of these products is based upon additional job sampling and/or documentation. All additional acceptance actions need to be completed prior to the material being incorporated into the Work. Qualified products not conforming to the Specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor's expense. If there is a conflict between the QPL and the Contract, the provisions of the Contract shall take precedence over the QPL.

The current QPL can be accessed online at (http://www.wsdot.wa.gov/biz/mats/QPL/QPL_Search.cfm).

- **AGGREGATE SOURCE APPROVAL (ASA).**

All aggregates proposed for use on the project shall be from Pre-Approved WSDOT Sources. Pre-Approved Sources can be found on the DEPARTMENT's ASA database which contains results of WSDOT preliminary testing of aggregate sources. The ASA database can be accessed online at the Department's website at (<http://www.wsdot.wa.gov/biz/mats/ASA/ASASearch.cfm>). This database is used by the DEPARTMENT to indicate the approval status of these aggregate sources for applications that require preliminary testing as defined in the Contract. The ASA 'Aggregate Source Approval Report' identifies the currently approved applications for each aggregate source listed. The acceptance and use of these aggregates is contingent upon additional job sampling and/or documentation. Aggregates approved for applications on the ASA 'Aggregate Source Approval Report' not conforming to the Specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor's or PERMITTEE's expense.

- **HOT MIX ASPHALT (HMA) DESIGN.**

Prior to Paving Operations, the PERMITTEE shall submit DEPARTMENT approved HMA Mix Design(s) for use on this project.

- **QUALIFICATION OF CONCRETE SUPPLIERS.**

Concrete Batch Plant Prequalification requires a certification by the National Ready Mix Concrete Association (NRMCA). A copy of that Certificate shall be submitted to the DEPARTMENT's Construction Representative prior to placement of cement concrete.

- **CONCRETE MIX DESIGN.**

Prior to any placement of Cement Concrete, the PERMITTEE shall submit DEPARTMENT approved Mix Design(s) for use on this project.

- **DRAINAGE STRUCTURES.**

Only structures stamped APPROVED by the DEPARTMENT's Fabrication Inspection Office shall be used on this project.

☐ 11. HOT MIX ASPHALT (HMA) PAVING OPERATIONS.

- **PERMITTED PAVING CONDITIONS.**

NO PAVING OPERATIONS WILL BE PERMITTED WHEN IT IS RAINING or SNOWING. Written permission from the DEPARTMENT's Representative shall be required if paving operations begin before April 1st, or after October 1st. Surface temperature limitations as per the WSDOT Standard Specifications shall be enforced.

- **MATERIALS TRANSFERING DEVICE/VEHICLE (MTD/V).**

Direct transfer of HMA from the hauling equipment to the paving machine will not be allowed in the top 0.30 feet of the pavement section of hot mix asphalt (HMA) used in traffic lanes with a depth of 0.08 feet or greater. A material transfer device or vehicle (MTD/V) **shall** be used to deliver the HMA from the hauling equipment to the paving machine. HMA for pre-leveling, pavement repair, or HMA placed in irregularly shaped and minor areas such as road approaches, tapers, and turn lanes are excluded from this requirement. At the Contractor's request, the DEPARTMENT's Construction Representative **may** approve paving without an MTD/V. The MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the DEPARTMENT's Construction Representative.

- **ROLLERS.**

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Coverage with a steel wheel roller may precede pneumatic tired rolling. Operation of the roller shall be in accordance with the manufacturer's recommendations. The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, or uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

- **JOINT SEALING.**

All joints between existing and new pavement; and other cracks requiring repair shall be adequately cleaned and then sealed with PG 67-22 Liquid Asphalt in accordance with the manufacturer's recommendations. Filling shall be controlled to confine the material within the crack or joint. If, in the opinion of the DEPARTMENT's Construction Representative, the Contractor's method of filling results in an excessive amount of sealant on the pavement surface, filling shall be stopped and the method changed. Any overflow shall be cleaned from the pavement surface.

☒ 12. PROJECT INSPECTION, MONITORING AND ACCEPTANCE.

- **DEPARTMENT CONSTRUCTION OVERSIGHT.**

All items within DEPARTMENT jurisdiction and maintenance responsibility is subject to construction oversight by the DEPARTMENT. All contact between the DEPARTMENT and PERMITTEE's Contractor shall be through the Representative of the PERMITTEE.

- **PERMITTEE INSPECTION.**

The responsibility of the PERMITTEE for proper performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by DEPARTMENT approval of plans, specifications, or work, or by the presence at the work site of DEPARTMENT representatives, or by compliance by the PERMITTEE with any requests or recommendations made by such representatives.

- **FINAL PROJECT INSPECTION AND ACCEPTANCE.**

The DEPARTMENT will not make Final Project Inspection until the physical work required per the Provisions of this Permit, including cleanup and all extra work requested by the DEPARTMENT has been satisfactorily completed.

Upon satisfactory completion of the work involved, the DEPARTMENT agrees to provide the PERMITTEE with a *Letter of Acceptance*. The Letter of Acceptance shall not waive any potential claims against the PERMITTEE and its Contractor for defective work or materials. The DEPARTMENT reserves the right to require the PERMITTEE to remedy any and all work deficiencies. The DEPARTMENT may withhold acceptance of work by submitting written notification to the PERMITTEE within ninety (90) calendar days following Final Inspection. This notification shall include the reason(s) for withholding acceptance.

After the Project has been monitored for a minimum of one (1) year, the DEPARTMENT shall grant **Final Project Acceptance** to the PERMITTEE, provided (1) any problems with workmanship and public safety have been resolved to the satisfaction of the DEPARTMENT, (2) the reimbursable account has been paid in full, and (3) a complete set of As-Built Plans and Material Acceptance Certification documents have been received by the DEPARTMENT's Local Agency and Development Services Office.

Final Acceptance shall not constitute acceptance of any unauthorized or defective work or material. The DEPARTMENT shall not be barred from requiring the PERMITTEE to remove, replace, repair or dispose of any unauthorized or defective work or material, or from recovering damages for any such work or material.

- **FAILURE TO COMPLETE CONSTRUCTION OF PROJECT.**

Should for any reason, the PERMITTEE decided not to complete the Project after construction has begun, the DEPARTMENT shall determine what work must be completed to restore the State facilities and right of way to a condition and configuration that is safe for public use. The PERMITTEE agrees that all costs associated with Permit termination, including engineering, completing State facility and right of way restoration, and Contractor claims will be the sole responsibility of the PERMITTEE. If the Contractor is not available to restore the State facilities and right of way, the DEPARTMENT may perform or contract to perform, the restoration work at PERMITTEE expense. This section shall survive the termination of this Permit.

☒ **13. PROTECTION PUBLIC AND PRIVATE PROPERTY.**

The PERMITTEE shall assure that all Public and Private properties, including but not limited to, Electrical Equipment, Signs, Guide Markers, and Survey Monuments, on or near the project is not damaged, destroyed, or removed. If any such property is disturbed, the DEPARTMENT Representative shall be notified within eight (8) hours. Any Private or Public Property that is damaged, removed, relocated or rendered less functional shall be replaced, repaired, or fully restored to the satisfaction of the DEPARTMENT's Representative. Construction shall be in conformance to the current edition of the DEPARTMENT's Standard Specifications, Standard Plans, Design Standards or Project Special Provisions.

☒ **14. WORKER VISIBILITY.**

- **FLAGGER APPAREL.**

Traffic Control Supervisors, Flaggers, Spotters, and others performing Traffic Control Labor of any kind shall comply with the following:

- 1) During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ ISEA 107-2010 Class 2 or 3 vest or jacket, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305; and
- 2) During hours of darkness (½ hour before sunset to ½ hour after sunrise) or other low visibility conditions (snow, rain, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107-2010 Class 2 or 3 vest or jacket, high-visibility lower garment meeting ANSI/ISEA 107-2010 Class E, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305.

- **APPAREL – OTHER CONTRACTOR PERSONNEL.**

The PERMITTEE and/or the Contractor shall require all other personnel in the DEPARTMENT owned highway right-of-way or highway right-of-way under DEPARTMENT jurisdiction under their control (including Service Providers, Subcontractors, and lower tier Subcontractors) that are on foot in the work zone and are exposed to vehicle traffic or construction equipment to wear the high-visibility apparel meeting Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2010 publication titled "American National Standard for High Visibility Safety Apparel and Headwear.

☐ **15. TRAFFIC CONTROL AND PUBLIC SAFETY.**

- **TRAFFIC CONTROL PLANS (TCPs).**

During the construction and/or maintenance of this facility, the PERMITTEE shall submit Project Specific Traffic Control Plans for vehicular, bicycle and pedestrian/ADA traffic to the DEPARTMENT for review and approval at least ten (10) working days in advance of the time that signing and other traffic control devices will be required. These TCP's shall be in compliance with: (1) M54-44 - WSDOT Work Zone Traffic Control Guidelines (<http://www.wsdot.wa.gov/publications/manuals/fulltext/M54-44/Workzone.pdf>), (2) The Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6; Chapter 6H (<http://mutcd.fhwa.dot.gov/HTM/2003r1/part6/part6h1.htm>) and Washington modifications thereto.

- **HAZARD PROTECTION.**

All hazards to vehicular, pedestrian, and bicycle traffic shall be marked by warning signs, barricades, and lights.

- **MODIFICATION OR REVOCATION OF APPROVED TRAFFIC CONTROL PLANS.**

The DEPARTMENT reserves the right to modify or revoke any Traffic Control Plan at any time due to safety and operational problems for the traveling public. All costs and time delays associated with modification or revocation shall be borne by the PERMITTEE or its Contractor.

- **PERMITTED HOURS FOR LANE CLOSURES/DEPARTMENT NOTIFICATION.**

The working hours within State Highway right-of-way for this project are restricted per the [Approved Traffic Control Plans](#). Any extension of these hours must be requested in writing and approved prior to construction. Weekend or Holiday (including Canadian Holidays - Skagit & Whatcom Counties) work is not permitted without written permission from the DEPARTMENT. [Ten \(10\) working days](#) notification shall be given to the DEPARTMENT Representative prior to any lane closure.

- **SUSPENSION OF TRAFFIC CONTROL OPERATIONS.**

The DEPARTMENT reserves the right to suspend all lane closure operations due to unexpected emergencies or impediments to the flow of traffic. All costs associated with this suspension shall be borne by the PERMITTEE or their Contractor.

- **STORAGE OF EQUIPMENT AND MATERIALS.**

All lanes shall be open and the shoulders shall be clear of construction equipment and materials during non-working hours. The Work Zone Clear Zone (WZCZ) applies during working and non-working hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to pre-existing conditions or permanent work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other Contract or Permit requirements.

During nonworking hours, equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the DEPARTMENT approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's non-essential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing, and the DEPARTMENT has provided written approval.

- ☐ 16. **TRAFFIC CONTROL SUPERVISOR** (*Required for Large or Complex Projects: Lane Closures on Highways 40 MPH or Greater, New Signal Construction, Signal Modifications, Roundabout Construction, Major Channelization Changes, or Night Work*). The PERMITTEE or Prime Contractor shall employ an individual or individuals to perform the duties of Full-Time Traffic Control Supervisor (TCS), certified by the DEPARTMENT. The TCS shall be responsible for safe implementation of Approved Traffic Control Plans. The TCS shall be present on the project whenever flagging, spotting, or other traffic control is being utilized. The TCS shall be responsible for having a current set of approved Traffic Control Plans, inspecting traffic control devices and nighttime lighting for proper location, installation, message, cleanliness, and effect on the traveling public. Traffic control devices shall be inspected at least once per hour during working hours. The TCS shall correct, or arrange to have corrected, any deficiencies noted during these inspections. The PERMITTEE or Prime Contractor shall maintain 24-hour telephone numbers at which the TCS can be contacted and be available upon request of the DEPARTMENT Construction Representative at other than specified working hours.

☐ 17. **TRAFFIC SIGNAL CONSTRUCTION.**

- **DESIGN/CONSTRUCTION/INSPECTION.**
The PERMITTEE shall assure that the design and construction of Traffic Signals and illumination on signal poles installed within the DEPARTMENT highway right-of-way meets all requirements of the DEPARTMENT.
- **TRAFFIC SIGNAL STANDARDS – APPROVAL**
Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans. If the proposed signal standards are not on the DEPARTMENT's PRE-APPROVED LIST (<http://www.wsdot.wa.gov/eesc/bridge/lightsignalstandards/index.cfm>), Signal Pole Shop Drawings (Seven (7) sets of copies) shall be submitted to the DEPARTMENT's Representative for transmittal to HQ for approval.
- **ILLUMINATION DURING CONSTRUCTION.**
Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.
- **TEMPORARY VIDEO DETECTION SYSTEM.**
If any induction loop is scheduled to be disabled, a temporary video detection system shall be completely installed and made operational prior to any associated induction loop being disabled.
- **TRAFFIC DETECTION LOOPS.**
The Contractor shall notify the Area Traffic Engineer through the DEPARTMENT's Representative a minimum of five working days in advance of pavement removal or grinding in areas with existing loops.

All new traffic detection loops shall be installed after grinding or prior to paving the final lift of asphalt unless otherwise approved by the DEPARTMENT's Construction Representative.

If the DEPARTMENT's Representative suspects that damage to any loop, not identified in the Plans as being replaced, may have resulted from Contractor's operations or is not operating adequately, the DEPARTMENT's Representative may order the Contractor to perform the field tests specified in Section 8 20.3(14)D. The test results shall be recorded and submitted to the DEPARTMENT's Representative. Loops that fail any of these tests shall be replaced.

Loops that fail the tests, as described above, and are replaced shall be installed in accordance with current WSDOT design standards and Standard Plans, as determined by the DEPARTMENT's Construction Representative.

If traffic signal loops that fail the tests, as described above, are not replaced and operational within 48 hours, the Contractor shall install and maintain interim video detection until the replacement loops are operational. The type of interim video detection furnished shall be approved by the DEPARTMENT's Representative prior to installation.
- **TRAFFIC SIGNAL HEADS.**
Unless ordered by the DEPARTMENT's Construction Representative, signal heads shall not be installed at any intersection until all other signal equipment is installed and the controller is in place, inspected, and ready for operation at that intersection, except that the signal heads may be mounted if the faces are covered with Signal Head Covering Material.
- **SIGNAL HEAD COVERING.**
The signal head covering material shall be manufactured from a durable fabric material, black in color with a mesh front, and designed to fit the signal head configuration properly. The covers shall have an attachment method that will hold the cover securely to the signal in heavy wind. The covers shall be provided with a drain to expel any accumulated water.
- **TRAFFIC SIGNAL PRE-TURN-ON COORDINATION MEETING AND TESTING.**
Prior to a Traffic Signal Turn-on event, the PERMITTEE/Contractor shall conduct a Pre Turn-on coordination meeting with the following Contracting Agency personnel included as invited attendees: DEPARTMENT's Construction Representative, Electrical Inspector, Signal Operations Engineer, and Signal Maintenance Technician. The PERMITTEE/Contractor shall provide the Engineer a minimum of 5 days written notice of the proposed Pre Turn-on coordination meeting date and time. Prior to the Pre Turn-on coordination meeting, the PERMITTEE/Contractor shall complete the items of work detailed in the Traffic Signal Turn-on Checklist and submit the completed checklist to the DEPARTMENT's Construction Representative. The Traffic Signal Turn-on Checklist form will be furnished to the PERMITTEE/Contractor by the DEPARTMENT's Construction Representative.

Unless approved by the DEPARTMENT's Construction Representative, the permitted hours for Pre-Turn-On coordination and testing shall be per the Approved Traffic Control Plan(s) for the specific operation.
- **TRAFFIC SIGNAL TURN-ON AND/OR SWITCHOVER OPERATIONS.**
The PERMITTEE shall contact the DEPARTMENT's Representative at least five (5) working days prior to scheduling a signal turn-on in order to assure that all appropriate items of the DEPARTMENT's "Traffic Signal Turn-On Checklist" are satisfactorily addressed. The Pre-Turn-On and Turn-On shall not occur until all applicable Checklist items are installed and/or connected. This Checklist can be located on the DEPARTMENT's web site at (<http://www.wsdot.wa.gov/Northwest/DevelopmentServices/LocalAgency.htm>). Go to ("What is needed to turn on a traffic signal?").

Prior to scheduling a turn-on date, the PERMITTEE/Contractor shall provide verification to the DEPARTMENT's Construction Representative that all required testing has been satisfactorily completed.

The traffic signal turn-on procedure shall not begin until all required channelization, pavement markings, illumination, signs, and sign lights are substantially complete and operational unless otherwise allowed by the DEPARTMENT's Construction Representative.

If the Contractor is directed to turn off the traffic signal, the Contractor shall schedule a new turn-on date with the Engineer in accordance with the previously mentioned procedures.

- **PERMITTED HOURS FOR SIGNAL TURN-ON AND/OR SWITCHOVER OPERATIONS.**

Unless approved by the DEPARTMENT's Construction Representative, the permitted hours for Traffic Signal Turn-on or Switch-Over shall be per the Approved Traffic Control Plan(s) for the specific operation. Signal Switchover and Turn-On operations are permitted only on Tuesday, Wednesday, or Thursday – except in the case of an emergency. No Switchover or Turn-On operations will be permitted on Monday, Friday, weekends, holidays, or the day preceding a holiday.

- **NEW SIGNAL AHEAD/SIGNAL REVISION WARNING SIGNING.**

"NEW SIGNAL AHEAD" (W20-902) or "SIGNAL REVISION AHEAD" (W20-903) signs shall be installed in advance of all affected directions of travel on the Project when a new traffic signal system is installed or when modifications to an existing signal are made. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the DEPARTMENT's Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags/signs shall be made of aluminum. Flags shall be made of durable cloth or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the DEPARTMENT's Construction Representative.

☐ **18. TRAFFIC REVISION WARNING SIGNING.**

"TRAFFIC REVISION AHEAD" (W20-901) signs shall be installed in advance of all affected directions of travel on the Project when the channelization of the highway is changed. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the DEPARTMENT's Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags/signs shall be made of aluminum. Flags shall be made of durable cloth or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the DEPARTMENT's Construction Representative.

☐ **19. ILLUMINATION CONSTRUCTION.**

- **DESIGN/CONSTRUCTION/INSPECTION.**

The PERMITTEE shall assure that the design and construction of all illumination installed within the DEPARTMENT owned right of way or highway right of way under DEPARTMENT jurisdiction meets all requirements of the DEPARTMENT.

- **ILLUMINATION DURING CONSTRUCTION.**

Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.

☐ **20. CHANNELIZATION PAVEMENT MARKINGS.**

- **REMOVAL.**

Removal of Pavement Markings Pavement markings to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement. Grinding to remove painted markings is only allowed prior to application of a Bituminous Surface Treatment (BST). Grinding to remove pavement markings from hot mix asphalt and cement concrete pavements is allowed to a depth just above the pavement surface, then water blasting or shot blasting shall be required to remove the remaining markings. If in the opinion of the DEPARTMENT's Construction Representative the pavement is materially damaged by pavement marking removal, such damage shall be repaired by the Contractor in accordance with Section 1-07.13(1). Sand or other material deposited on the pavement as a result of removing lines and markings shall be removed as the Work progresses to avoid hazardous conditions. Accumulation of sand or other material which might interfere with drainage will not be permitted.

- **STRIPING/PAVEMENT MARKING APPLICATION.**

Two applications of paint shall be required on all paint stripe markings as per the Contract Plans or the DEPARTMENT Standard Specifications. Plastic Pavement markings shall be applied per the Contract Plans or the DEPARTMENT Standard Specifications.

☐ **21. SIGN INSTALLATION AND MAINTENANCE.**

All Directional, Regulatory, Parking, and Stop Signs as well as Route Markers shall be installed as per the Approved Plans, the WSDOT Standard Plans, or as directed by the DEPARTMENT's Representative. The DEPARTMENT shall own and maintain all signs unless the PERMITTEE signs a Contract or Maintenance Agreement with the DEPARTMENT to perform Sign maintenance.

☐ **22. INTELLIGENT TRANSPORTATION SYSTEM CONSTRUCTION/INSPECTION.**

The PERMITTEE shall assure that the construction of Intelligent Transportation Systems owned by the DEPARTMENT meets all requirements of the DEPARTMENT.

☐ 23. **LANDSCAPING ON DEPARTMENT RIGHT OF WAY.**

- **PLANTINGS.**

If the PERMITTEE desires to plant and/or cultivate any shrubs, trees, hedges, or other domestic or native ornamental growth on the DEPARTMENT owned highway right-of-way that is more extensive than regular DEPARTMENT vegetation, the PERMITTEE shall obtain a Roadside Vegetation Permit (DOT Form 220-018) from the DEPARTMENT for the maintenance of the plantings.

- **IRRIGATION SYSTEMS.**

If the PERMITTEE obtains a Roadside Vegetation Permit for Plantings, the PERMITTEE may be required to obtain additional approval for permanent irrigation systems. The PERMITTEE shall be responsible for water and electrical costs.

☒ 24. **EROSION CONTROL/DRAINAGE.**

- **BEST MANAGEMENT PRACTICES (BMPs).**

During construction of this project, the GRANTEE shall comply with the Washington State Department of Transportation Highway Runoff Manual, or DEPARTMENT-approved equivalent, and implement Best Management Practices (BMPs) as detailed in the manual to mitigate erosion.

- **WATER DISCHARGES ON THE PROJECT.**

All discharges to State right of way on this project shall conform to State and Local water quality regulations and shall meet WAC 173-201A.

- **DRY NATIVE SEED.**

Seed of the following composition, proportion and quality shall be applied at a rate of 50 pounds per acre on disturbed areas requiring seeding, fertilizing and mulching::

Kind and Variety of Seed in Mixture	Pounds of Pure Live Seed Per Acre
Sterile Triticale or Sterile Wheat Grass	40.0
Creeping Red Fescue (<i>Festuca rubra</i> ssp. <i>rubra</i>)	7.5
Rough Bentgrass (<i>Agrostis scabra</i>)	2.5
<u>TOTAL</u>	<u>50.0</u>

- **TRACKING OF MATERIALS AND/OR DEBRIS ONTO THE HIGHWAY.**

The roadway shall be adequately cleaned **immediately** if tracking or spilling occurs.

☒ 25. **MAINTENANCE OF LANDSCAPING.**

The PERMITTEE is responsible for the maintenance of all landscaping beyond the face of the curbs (or edge of pavement) and in the median of divided highways.

☒ 26. **INTERFERENCE TO HIGHWAY DRAINAGE.**

If the work done under this PERMIT interferes in any way with the drainage of the State Highway, the PERMITTEE shall wholly and at its own expense make such provision as the DEPARTMENT may direct to deal with said drainage.

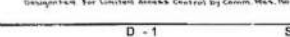
☒ 27. **PIPE END TREATMENT.**

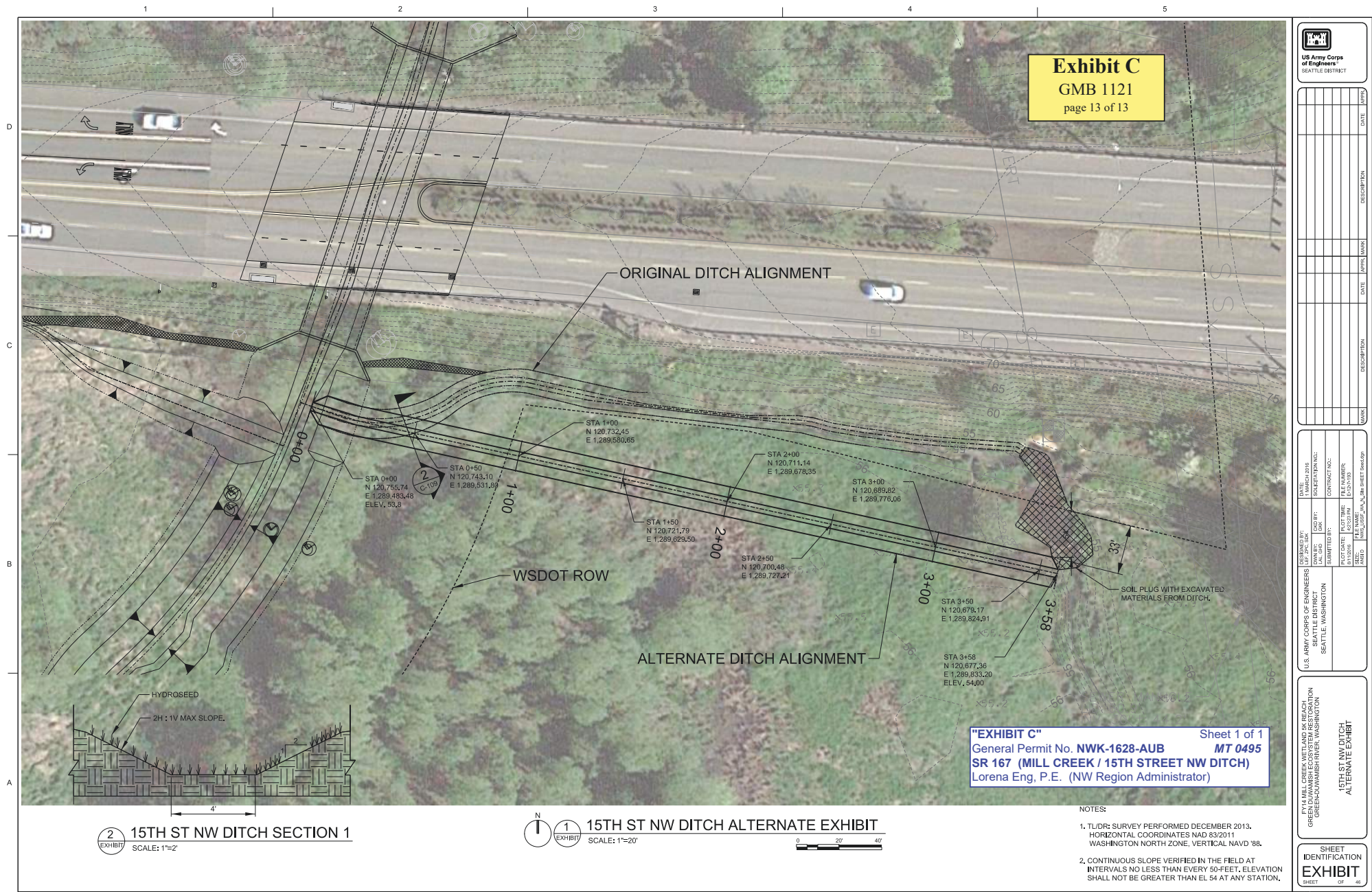
All culvert pipes shall have beveled end sections and quarry spalls shall be placed around end of pipes in the bottom of the ditch, and on the side of the slopes.

☒ 28. **UTILITY COVER ELEVATION.**

All manholes, valve covers, and like appurtenances shall be constructed at such an elevation to conform to the shoulder slope from the edge of pavement or as directed by the DEPARTMENT.

"EXHIBIT B" Sheet 1 of 1
 General Permit No. **NWK-1628-AUB** **MT 0495**
SR 167 (MILL CREEK / 15TH STREET NW DITCH)
 Lorena Eng, P.E. (NW Region Administrator)





US Army Corps of Engineers
 SEATTLE DISTRICT

DATE: _____
 DESIGNED BY: _____
 CHECKED BY: _____
 SUBMITTED BY: _____
 PLANT DATE: _____
 FILE NAME: _____
 SHEET: _____

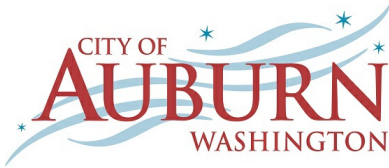
DATE: _____
 DESCRIPTION: _____
 DATE: _____
 DESCRIPTION: _____
 DATE: _____
 DESCRIPTION: _____

U.S. ARMY CORPS OF ENGINEERS
 SEATTLE DISTRICT
 SEATTLE, WASHINGTON
 PROJECT NO.: _____
 CONTRACT NO.: _____
 FILE NUMBER: _____
 SHEET: _____

15TH ST NW DITCH ALTERNATE EXHIBIT

SHEET IDENTIFICATION
 EXHIBIT
 SHEET 1 OF 1

DESIGN FILE: I:\AC\Design\FY14_PN42081_MCRon_Doc\CAD_Sheet\GMB\PN42081_MCR C-109 15TH ST NW DITCH PLAN EXHIBIT.dgn
 DATE AND TIME PLOTTED: 8/11/2016



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5630 (Caillier)

Date:

October 26, 2021

Department:

Police

Attachments:

[Resolution 5630](#)

[Purchase and sale agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5630.

Background for Motion:

Canine Sagan exhibited behavior and temperament challenges preventing the completion of required Criminal Justice Training Commission (CJTC) training. Without CJTC training and certification Sagan cannot be used as a police dog. APD has determined retiring and transferring ownership of Sagan is in the City's best interests.

Background Summary:

Resolution No. 5630 authorizes the Mayor to declare APD Canine Sagan as surplus property and approves transfer to a purchaser by contract. Officer Alyssa Slate has fostered a relationship with Sagan through their work with APD and desires to purchase Sagan on the terms and conditions of the proposed agreement.

Reviewed by Council Committees:

Municipal Services

Councilmember: Jeyaraj

Staff:

Caillier

Meeting Date: November 1, 2021

Item Number:

RES.B

RESOLUTION NO. 5630

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DECLARING AN AUBURN POLICE DEPARTMENT CANINE AS SURPLUS PROPERTY AND APPROVING ITS TRANSFER TO A PURCHASER BY CONTRACT

WHEREAS, the Auburn Police Department (APD) purchased a dog named Sagan for use as a police canine officer, and enrolled Sagan with an APD officer in required Criminal Justice Training Commission (CJTC) training for certification as a police canine/handler team;

WHEREAS, during the CJTC training, Sagan exhibited behavior and temperament challenges that prevented successful completion of the program. Without CJTC training and certification, APD cannot use Sagan as a police dog. Accordingly, APD has determined that retiring and transferring ownership of Sagan is in the City's best interests;

WHEREAS, given their work and interaction with department police dogs, APD has a practice of giving officers the opportunity assume ownership of police dogs that are retired from service. APD Officer Alyssa Slate has fostered a relationship with Sagan through their work with APD, and she desires to purchase Sagan from APD on the terms and conditions expressed in the proposed agreement attached as Exhibit A to this Resolution.

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

Section 1. The APD canine Sagan is declared surplus property to APD. APD is accordingly authorized to transfer ownership of Sagan to APD Officer Alyssa Slate according to the terms and conditions set forth in the proposed purchase and sale agreement attached to this Resolution;

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

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

AGREEMENT FOR SALE AND PURCHASE OF K-9 "SAGAN"

THIS AGREEMENT made and entered into by and between the City of Auburn, a municipal corporation under the laws of the State of Washington (City), and Alyssa Slate (Buyer), an Auburn Police Officer.

I. RECITALS

WHEREAS, the Auburn Police Department (APD) owns a canine (K-9) dog known as Sagan. During legally required training for certification as a police dog, Sagan exhibited temperament and behavior challenges that prevented him from successfully completing the training and certification process. The City accordingly desires to retire Sagan as APD cannot utilize him as a police dog; and

WHEREAS, Buyer desires to purchase Sagan from the City;

NOW, THEREFORE, in consideration of the mutual party benefits in this Agreement and ten dollars (\$10.00) and other good and valuable consideration the City has received from Buyer, the parties mutually agree as follows:

II. AGREEMENT

1. Transfer of Sagan from City to Buyer. The City agrees to assign, convey and transfer all of its rights, title and interest in Sagan to Buyer. In exchange, the City recognizes and receives sufficient consideration, including Officer Slate's payment to the City under this Agreement, and the City's ability to sell Sagan in lieu of other means of disposal, and Officer Slate's agreement to release, acquit, and indemnify the City as set forth in the following paragraphs of this Agreement.

2. Buyer's Acknowledgement of Training and Release of Liability. In accepting transfer of Sagan from the City, Buyer recognizes that Sagan has received training in police canine procedures and tactics, including, but not limited to, attack training and other forms of aggressive conduct.

3. Indemnification and Hold Harmless. By accepting Sagan, Buyer agrees to indemnify and to hold harmless the City of Auburn, the Auburn Police Department, and its officers, employees and agents from any and all liability whatsoever that might arise from acts engaged in by Sagan resulting from his training described in this Agreement or otherwise. This indemnification and hold harmless shall extend to the City, its officers, employees and agents from and against any and all liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Sagan's condition or activities from and after the date of the transfer under this Agreement. This paragraph shall not indemnify the City against liability for any of Sagan's activities before the transfer date.

4. Waiver/release of claims. Buyer further agrees to waive any and all claims of liability against the City of Auburn, the Auburn Police Department, or its officers, employees and agents that could arise as a result of Buyer's ownership or possession of Sagan under this Agreement.

5. No representations or warranties and assumption of responsibility. In consideration of this transfer, Buyer understands that the City makes no representations concerning Sagan's health, and that the City transfers Sagan to buyer "as is." The City makes no warranties regarding Sagan, and specifically disclaims any legally imposed warranties, including the warranty of merchantability and warranty of fitness for a particular purpose. Upon taking possession of Sagan pursuant to this Agreement, Buyer assumes all responsibility and obligation for Sagan's the condition, care and acts from the time of signing this Agreement forward.

6. Compliance with law. Upon taking possession and ownership of Sagan under this Agreement, Buyer agrees to comply with all dog licensing and legal requirements applicable in Buyer's jurisdiction.

7. Venue. It is agreed that venue for any lawsuit arising out of this Agreement shall be King County, Washington.

8. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

9. Entire Agreement. This Agreement represents the entire agreement between the parties, and it may only be modified or amended in writing signed by the parties.

10. Counterpart signatures, effective date. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement. The Agreement shall become effective once signed by all parties.

Dated: _____

Dated: _____

CITY OF AUBURN

Nancy Backus, Mayor

Alyssa Slate, Buyer

Approved as to form:

Kendra Comeau, City Attorney