CITY OF AUBURN WASHINGTON	**City Council Study Session** **October 24, 2016 - 5:30 PM** **City Hall Annex - 1 East Main Street** **AGENDA** Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.

I. **CALL TO ORDER**

A. **Roll Call**

II. **ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS**

III. **AGENDA ITEMS FOR COUNCIL DISCUSSION**

A. **Boeing Auburn Facility Groundwater Contamination Update (20 Minute Presentation/10 Minute Q&A)* (Snyder)**
Representatives from the Washington Department of Ecology will provide an update briefing regarding the progress and status of the Boeing Auburn Fabrication Site groundwater contamination remedial investigation.

B. 10 Year Economic Development Strategic Plan (30 Minute Presentation/30 Minute Q&A)

C. **Community Sustainability Briefing #2 (20 Minute Presentation/10 Minute Q&A)* (Snyder)**
The Current State of Climate Science; Technological Advances for Municipal Use

D. **Ordinance No. 6619 (5 Minute Presentation/5 Minute Q&A)* (Snyder)**
Northwest Pipeline Franchise Agreement

E. Pedestrian Crosswalks (20 Minute Presentation/10 Minute Q&A) (Snyder/Roscoe)

F. **2017-2018 Human Services Funding (10 Minute Presentation/20Minute Q&A)* (Hinman)**
Council to further discuss 2017-2018 Human Services Funding recommendations as presented by the Human Services Committee Chair on September 26, 2016.

IV. **ADJOURNMENT**

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

*Denotes attachments included in the agenda packet.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Boeing Auburn Facility Groundwater Contamination Update (20 Minute Presentation/10 Minute Q&A)

Date:
October 18, 2016

Department:
Community Development & Public Works

Attachments:
DOE Informational Brochure on study - English
DOE Inrformational Brochure on study - Spanish

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

English and Spanish language versions of Department of Ecology's current informational brochure about the ongoing study are attached.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: October 24, 2016

Item Number: DI.A

What's next?

After the Remedial Investigation is complete, the Feasibility Study will evaluate options for cleanup. Throughout the cleanup process there will be opportunities for public comment.

Anticipated Schedule

NOW	2017	2017	2018	2019	ONGOING
Remedial Investigation	Draft Remedial Investigation Report	Feasibility Study	Cleanup Action Plan	Cleanup Implemented	Monitoring
Identify boundaries of the plume and potential impacts	Release findings from investigation	Identify solutions for cleanup of impacted areas	Develop a cleanup action plan for the site	Implement the cleanup plan	Monitor and evaluate cleanup for effectiveness

Opportunities for public comment

Ecology encourages feedback from the community. Public comment periods are held at key points throughout the cleanup process.

For more information

Call our hotline: (253) 219-7645
Email the project: BoeingAuburnSite@ecy.wa.gov
Visit the website: Bit.ly/EcyBoeingAuburn

*To learn more about the Washington Department of Health consultations and results of the Remedial Investigation to date, visit the Document Library on our website!

https://fortress.wa.gov/ecy/gsp/CleanupSiteDocuments.aspx?csid=5049

To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 425-649-7000. Persons with impaired hearing may call Washington Relay Service at 711. Persons with speech disability may call TTY at 877-833-6341.

ਜੇ ਤੁਸੀਂ ਇਹ ਜਾਣਕਾਰੀ ਪੰਜਾਬੀ ਵਚਿ ਲੈਣੀ ਚਾਹੋ, ਤਾਂ ਈਕੋਲੋਜੀ ਸਟਾਫ ਦੇ ਕਸਿ ਮੈਬਰ ਅਤੇ ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਵਾਸਤੇ ਕਰਿਪਾ ਕਰਕੇ 425-649-7181 'ਤੇ ਕਾਲ ਕਰੋ। ਕਰਿਪਾ ਕਰਕੇ ਨੋਟ ਕਰੋ, ਦੁਭਾਸ਼ੀਏ ਤਕ ਪਹੁੰਚਣ ਲਈ ਈਕੋਲੋਜੀ ਨੂੰ ਕਸਿ ਬਾਹਰੀ ਪਾਰਟੀ ਨੂੰ ਕਾਲ ਕਰਨ ਦੀ ਲੋੜ ਹੋਵੇਗੀ, ਜਸਿ ਵਚਿ ਇੱਕ ਮਟਿ ਤਕ ਲੱਗ ਸਕਦਾ ਹੈ।

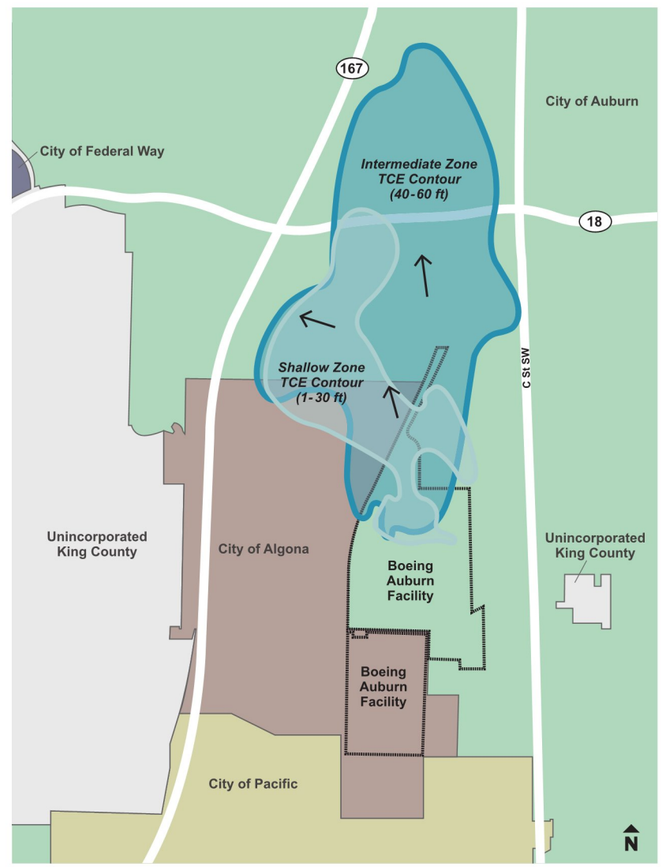
Kung nais mo ang impormasyon na ito sa Tagalog, pakitawagan ang 425-649-7181 upang makipag-usap sa isang tauhang miyembro ng Ekolohiya at isang tagapagsalin ng wika. Pakibigyang pansin, mangangailangan ang Ekolohiya na dumayal ng isang nasa labas na partido upang maabot ang isang tagapagsalin ng wika, na maaring abutin ng hanggang isang minuto.

Якщо ви хочете отримати цю інформацію українською мовою, будь ласка, зателефонуйте 425-649-7181, щоб поговорити зі співробітником Департаменту Екології та перекладачем. Будь ласка, зверніть увагу, що співробітнику Департаменту Екології необхідно буде запросити для розмови перекладача, що може зайняти до однієї хвилини.

Si necesita información en español, favor de contactar a Luis Buen Abad al 425 649-4485.

DEPARTMENT OF ECOLOGY State of Washington

Boeing Auburn Fabrication Site Cleanup



The site includes areas where the groundwater investigation has occurred.

Project Background

In parts of Auburn and Algona, groundwater– the water that flows under the ground through the soil – is contaminated with a degreaser called trichloroethene (TCE) and its breakdown products. It is believed that the chemicals originated from the Boeing Auburn facility. The contaminated groundwater (called a plume) flows north and northwest away from the Boeing property into portions of southwest Auburn and northeast Algona. To date, the chemicals found are at low levels that are not expected to pose a risk to human health and the environment. If chemicals are found to be an immediate risk, Ecology will direct Boeing to implement interim actions to reduce risk.

The Department of Ecology (Ecology) is overseeing the Boeing Company's investigation of the contamination and will select and review a plan for cleanup.

The Remedial Investigation

The contaminated groundwater (called a plume) flows north and northwest away from the Boeing property into portions of southwest Auburn and northeast Algona. A Remedial Investigation is necessary to understand the source and extent of the contamination at the site. The map to the left shows the shallow and intermediate groundwater contamination.

Chemicals could enter the body three ways:

- Breathing
- Touching
- Swallowing

This is referred to as exposure. To date, the environmental samples collected have demonstrated that human exposure to the chemicals released is very low.*

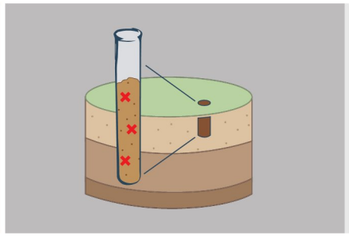
What is TCE?

- An industrial degreaser and volatile organic compound (VOC), also found in common household products like paints, glues, spot removers and pepper spray.
- Able to break down into other chemicals, such as vinyl chloride (VC) and less toxic by-products.

The Cleanup Process

Boeing's cleanup must follow the Washington State Model Toxics Control Act (MTCA) cleanup regulations. Currently, the project is in the Remedial Investigation phase.

Remedial Investigation



A Remedial Investigation defines the nature, extent, and magnitude of pollution at a site in order to identify the best method for cleanup.

Interim Action

If the contaminants are found to pose a risk to human health or the environment, Ecology will direct Boeing to take immediate action to reduce this risk. **This happened on the Boeing property in 2004, when an Interim Action was taken to contain a known source for the plume.** Since that time, chemicals found have been at low levels and not expected to pose a risk to human health or the environment.

Feasibility Study

The Feasibility Study takes the information from the Remedial Investigation to identify and evaluate cleanup alternatives. Then an optimal alternative will be selected and incorporated into the Cleanup Action Plan.

Cleanup Action Plan

The Cleanup Action Plan specifies cleanup standards, methods, and schedule, describes the steps to be taken, and includes any additional environmental monitoring required during and after the cleanup.

Cleanup & Monitoring

Implementation of the Cleanup Action Plan includes design, construction, operations and monitoring.

Opportunities for public comment

What is being investigated?

Groundwater

An extensive network of wells has been installed throughout the site to monitor the locations and concentrations of contaminants over time. The Department of Health monitors the drinking supplies regularly, which are located a safe distance away from the contamination.

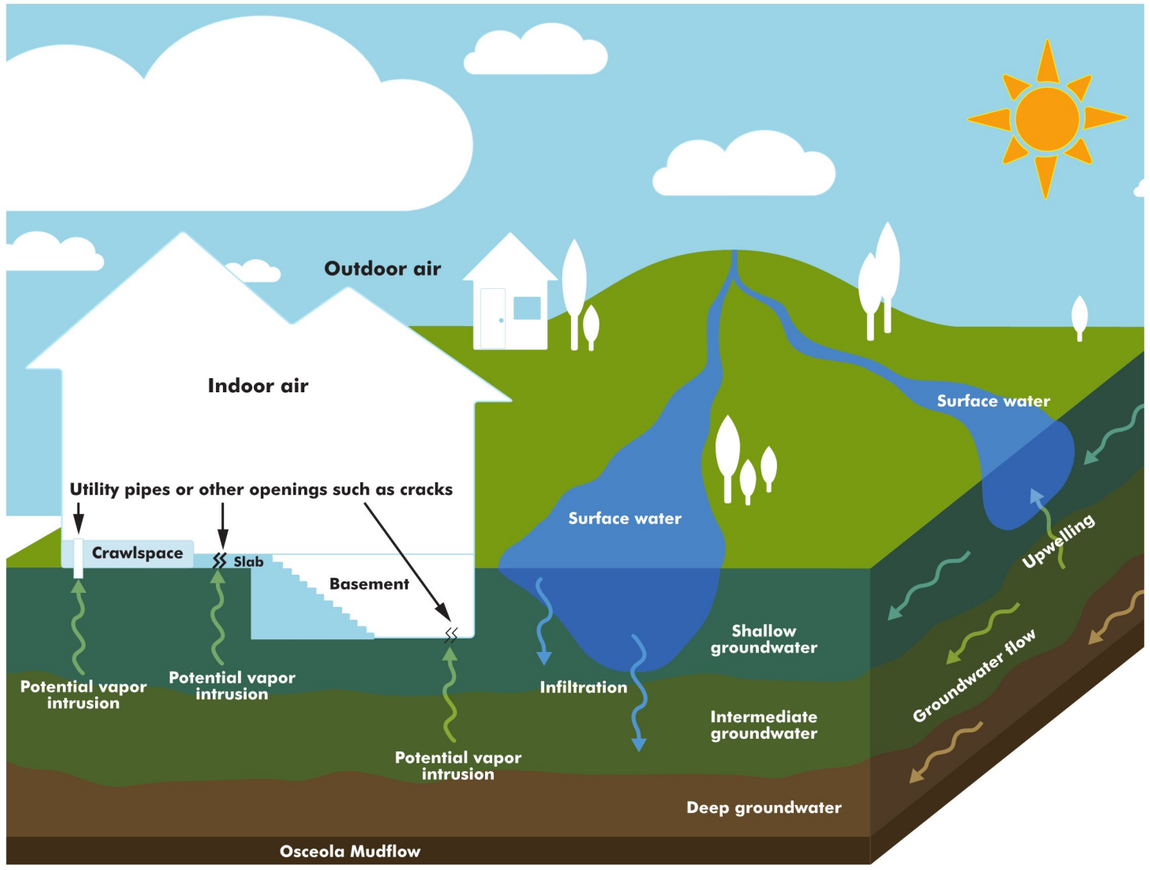
Surface Water

Water samples are collected from ditches and yards to determine if the chemicals are present.

Air Quality

Indoor air and the air above surface water is tested to determine whether chemicals pass from the groundwater to the air as vapor.*

Drilling for groundwater samples in northeast Algona.

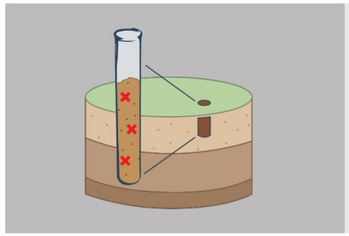


How contaminants can move through groundwater, surface water and air.

El proceso de limpieza

La limpieza que Boeing realizará tendrá que seguir las leyes de limpieza de la Ley Modelo para el Control de Sustancias Tóxicas (MTCA, por sus siglas en inglés). En la actualidad, el proyecto se encuentra en la fase de Investigación Correctiva.

Investigación Correctiva



Una Investigación Correctiva define la naturaleza, la extensión, y la magnitud de la contaminación en un sitio para así determinar el mejor método de limpieza.

Acción Provisional

Si se determina que los contaminantes presentan un riesgo a la salud humana o al medio ambiente, Ecología le ordenará a Boeing a que implemente una acción provisional para reducir el riesgo. **Esto pasó en la propiedad de Boeing en el 2004 cuando se condujo una acción provisional para contener una fuente conocida de contaminantes a la masa de agua contaminada.** Desde entonces, los químicos se encuentran en concentraciones bajas de las cuales no se esperan riesgos para la salud humana o al medio ambiente.

Estudio de Viabilidad

El Estudio de Viabilidad utiliza la información de la Investigación Correctiva para identificar y evaluar las alternativas de limpieza. Así, la alternativa óptima será seleccionada e incorporada en el Plan de Acción para la Limpieza.

Plan de Limpieza

El Plan de Acción para la Limpieza especifica las normas de limpieza, los métodos y el calendario, describe los pasos a seguir, e incluye cualquier monitoreo adicional que sea requerido durante y luego de la limpieza.

Limpieza y monitoreo

La implementación del Plan de Acción para la Limpieza incluye diseño, construcción, operación y monitoreo.

Oportunidades para comentario público

¿Qué está siendo investigado?

Agua subterránea

Una extensa red de pozos se han instalado a través del sitio para monitorear la localización y concentraciones de los contaminantes a través del tiempo. El Departamento de la salud monitorea los suministros de agua potable con regularidad, los cuales están localizados a una distancia segura de la contaminación.

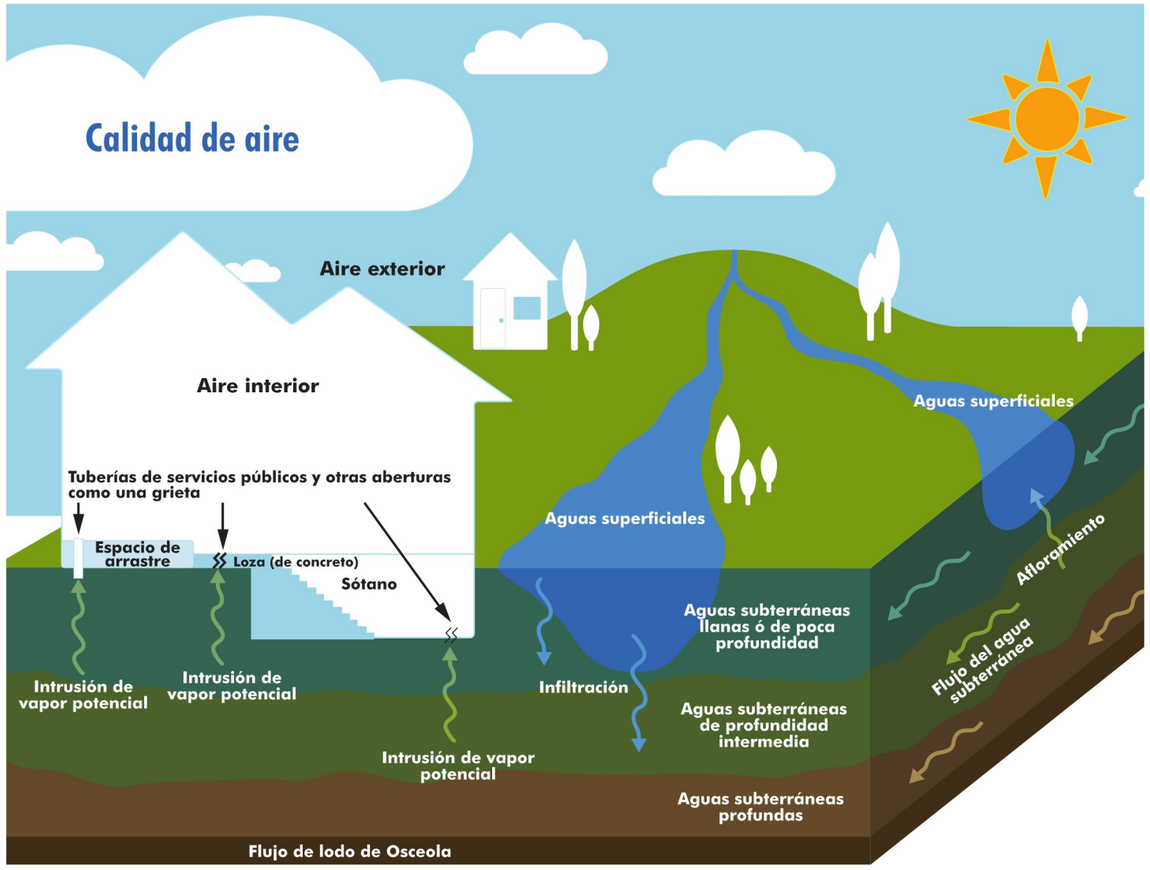
Agua Superficial

Muestras de agua son tomadas de zanjas y patios para determinar si los químicos están presentes.

Calidad del aire

El aire interior y el aire sobre aguas superficiales son analizadas para determinar si los químicos se pasan del agua subterránea al aire como vapor.*

Taladrando por muestras de agua subterránea al noreste de Algona.



Cómo se mueven los contaminantes a través del agua subterránea, aguas superficiales, o el aire.

¿Qué es lo que sigue?

Después que se complete la Investigación Correctiva, el Estudio de Viabilidad evaluará las opciones para la limpieza. Habrá oportunidades para comentario público a lo largo del proceso de limpieza.

Calendario anticipado

AHORA	2017	2017	2018	2019	EN MARCHA
Investigación Correctiva	Borrador del Informe de la Investigación Correctiva	Estudio de Viabilidad	Plan de Acción para la Limpieza	Implementación de la limpieza	Monitoreo
Identificó los límites de la masa de agua contaminada y sus impactos potenciales	Publicar los resultados de la investigación	Identificará las soluciones para la limpieza del las áreas impactadas	Desarrollar un plan de acción para el sitio	Implementación del plan de limpieza	Monitorear y evaluar la eficacia de la limpieza

Oportunidades para comentario público

Ecología invita a su comunidad a comentar. Diferentes periodos de comentario público se llevarán a cabo en puntos importantes a lo largo del proceso de limpieza.

Para más información

Llame a nuestra línea directa: (253) 219-7645
Envíenos un correo electrónico: BoeingAuburnSite@ecy.wa.gov
Visite nuestro sitio web: Bit.ly/EcyBoeingAuburn

*¡Para obtener más información acerca de las consultas del Departamento de Salud de Washington y de los resultados de la Investigación Correctiva completada hasta la fecha, visite nuestra biblioteca de documentos en nuestro sitio web!

https://fortress.wa.gov/ecy/gsp/CleanupSiteDocuments.aspx?csid=5049

Para solicitar acomodaciones bajo la Ley sobre Estadounidenses con Discapacidades (ADA, por sus siglas en inglés) incluyendo materiales en un formato para las personas con discapacidad visual, llame a Ecología al 425-649-7000. Personas con discapacidad auditiva llamen al servicio de re-transmisión de Washington al 711. Personas con discapacidad del habla pueden llamar al TTY al 877-833-6341.

ਜੇ ਤੁਸੀਂ ਇਹ ਜਾਣਕਾਰੀ ਪੰਜਾਬੀ ਵਚਿ ਲੈਣੀ ਚਾਹੋ, ਤਾਂ ਈਕੋਲੋਜੀ ਸਟਾਫ ਦੇ ਕਸਿ ਮੈਬਰ ਅਤੇ ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਵਾਸਤੇ ਕਰਿਪਾ ਕਰਕੇ 425-649-7181 'ਤੇ ਕਾਲ ਕਰੋ। ਕਰਿਪਾ ਕਰਕੇ ਨੋਟ ਕਰੋ, ਦੁਭਾਸ਼ੀਏ ਤਕ ਪਹੁੰਚਣ ਲਈ ਈਕੋਲੋਜੀ ਨੂੰ ਕਸਿ ਬਾਹਰੀ ਪਾਰਟੀ ਨੂੰ ਕਾਲ ਕਰਨ ਦੀ ਲੋੜ ਹੋਵੇਗੀ, ਜਸਿ ਵਚਿ ਇੱਕ ਮਟਿ ਤਕ ਲੱਗ ਸਕਦਾ ਹੈ।

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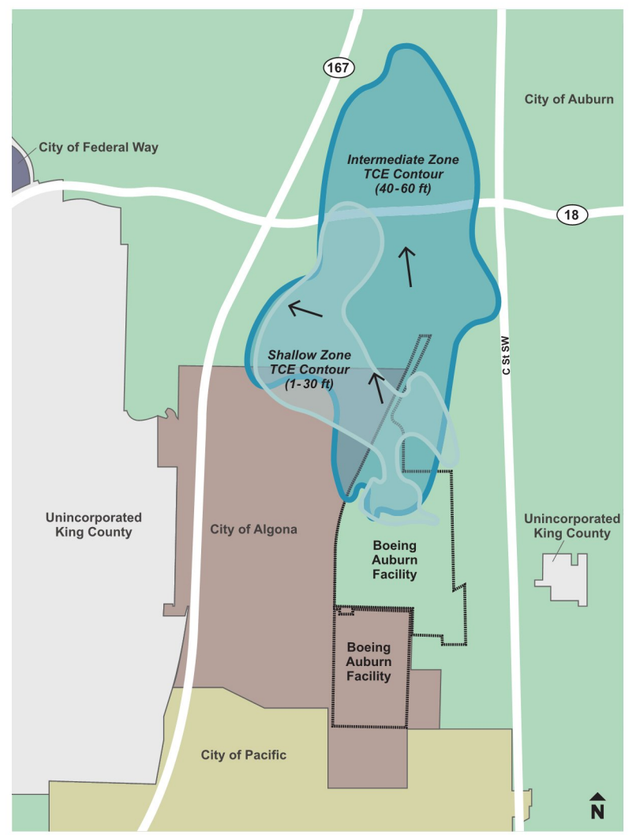
DEPARTMENT OF ECOLOGY State of Washington

Sitio Contaminado de Fabricación Boeing Auburn



El sitio incluye áreas donde se ha investigado el agua subterránea.

Antecedentes del Sitio

En áreas de Auburn y Algona, el agua subterránea–el agua que fluye bajo la superficie a través del suelo – está contaminada con un tipo desengrasador llamado tricloroetileno (TCE, por sus siglas en inglés) y sus productos de degradación. Se sospecha que éstos químicos se originaron en las facilidades de Boeing en Auburn. El agua contaminada (masa de agua contaminada) fluye hacia el norte y noroeste alejándose de la propiedad de Boeing hacia las áreas del suroeste de Auburn y el noreste de Algona. Hasta el día de hoy, los químicos se encuentran en concentraciones bajas de las cuales no se esperan riesgos para la salud humana o al medio ambiente. Si se determina que éstos químicos presentan un riesgo inmediato, Ecología le ordenará a Boeing que implemente una acción provisional para reducir el riesgo. El Departamento de Ecología (Ecología) está supervisando la investigación de la contaminación conducida por la Compañía Boeing y cotejará y seleccionará el plan de limpieza.

La Investigación Correctiva

El agua contaminada (masa de agua contaminada) fluye hacia el norte y noroeste alejándose de la propiedad de Boeing hacia las áreas del suroeste de Auburn y el noreste de Algona. La Investigación Correctiva es necesaria para entender el orígen o la fuente y la extensión de la contaminación en el sitio. El mapa a la izquierda presenta la contaminación en el agua llana y a la profundidad intermedia.

Los químicos pueden entrar al cuerpo de tres maneras:

- Respirando
- Tocando
- Tragando

A esto se le llama exposición. Hasta el día de hoy, las muestras ambientales que se han tomado demuestran que la exposición a los químicos fugados es muy baja.*

¿Qué es TCE?

- Un desengrasador industrial y un compuesto orgánico volátil (VOC, por sus siglas en inglés) comúnmente usado en productos del hogar como pintura, goma de pegar, removedor de manchas, y aerosol de pimienta.
- Puede degradarse en otros químicos como el cloruro de vinilo (VC, por sus siglas en inglés) y en otros productos de degradación menos tóxicos.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Community Sustainability Briefing #2 (20 Minute Presentation/10 Minute Q&A)

Date:
October 17, 2016

Department:
Planning and Development

Attachments:
Memorandum

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Please see the attached memorandum.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: October 24, 2016

Item Number: DI.C

CITY OF AUBURN WASHINGTON

Memorandum

DATE: October 18, 2016

TO: Deputy Mayor Largo Wales
Councilmember Bob Baggett
Councilmember Claude DaCorsi
Councilmember John Holman
Councilmember Bill Peloza
Councilmember Yolanda Trout-Manuel
Councilmember Rich Wagner

CC: Nancy Backus, Mayor
Kevin Snyder, Community Development and Public Works Director
Chris Andersen, Environmental Services Manager

FROM: Jenna Leonard, CDPW – Environmental Services

SUBJECT: **Community Sustainability Briefing, Part #2**
The Current State of Climate Science; Technological Advances for Municipal Use

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INTRODUCTION

Communities across the country are increasingly faced with new and greater challenges . . social, economic, and environmental. The City has been taking actions to promote a more sustainable Auburn for well over a decade. Yet, as environmental and societal conditions have changed, and communities are increasingly faced with new challenges, the necessity and urgency for achieving higher levels of sustainability has become greater. To provide City Councilmembers with a solid base of information to engage in further dialogue, develop and evaluate alternative strategies, undertake further actions to increase municipal and community sustainability, and to monitor progress toward achieving City sustainability objectives, the CDPW-Environmental Services (ES) Team will be providing the City Council with an informational briefing about community sustainability in Auburn.

To best provide Councilmembers with a brief overview of aspects affecting municipal sustainability, the Community Sustainability Series will be divided into three parts; A Review of City of Auburn Projects, Programs, and Activities; The Scientific, Technological & Economic Landscape for Sustainability; and Positioning Auburn for the Future. The second part of the discussion series will be broken out into three subsections. The complete Community Sustainability Series is outlined below.

Community Sustainability Series

Part #1: A Review of City of Auburn Projects, Programs, and Activities. July 25, 2016.

Part #2: The Scientific, Technological & Economic Landscape for Sustainability

Discussion A: Current State of Climate Science; Technological Advances for Municipal Use. October 11, 2016.

Discussion B: Economic & Legal Considerations for Municipalities. October 24, 2016.

Discussion C: Regional & Local Issues in Social Equity; The Importance of Resilience. November 14, 2016.

Part #3: Positioning Auburn for the Future. To Be Presented November 28, 2016.

Community Sustainability Series, Part 2, Discussion A

The focus of this memo is to provide an overview of the current state of climate science, and to discuss technological advances that municipalities can access to decrease their greenhouse gas emissions.

Current State of Climate Science

Global climate change has been a subject of much research over the last two decades. Driven by increasing emissions of greenhouse gasses, the changes in climate that we are currently experiencing and expect to experience in the future is known to the scientific community to be anthropogenic in source. Largely measured through carbon dioxide levels in the atmosphere and corresponding global temperature increases, climate change is already leading to global impacts, long-term ramifications, and increasing complications and interactions between geophysical, chemical, and biological components here on Earth. Nations, regions, and municipalities are all responding to the severity of current and future impacts, and are taking measures to increase their resiliency.

Climate assessments performed at the global, national, and regional levels model predicted changes to a variety of climate scenarios and ecosystem functions. To better understand the modeled changes that are expected to occur in our region, please find attached the Executive Summary of the State of Knowledge: Climate Change in Puget Sound. Prepared by the University of Washington's Climate Impacts Group in 2015, this report outlines projected climate changes to the Puget Sound Region.

The report lists several key drivers of climate change; increasing temperature, variations in precipitation, increased occurrences of heavy rainfall, sea level rise, and increased ocean acidification. The report applies these key drivers to regional processes and resources, such as forests, landslides and sediment transport, salmon fisheries, flooding, and snowpack and streamflow. In general, the Puget Sound can expect changes in climate to include; increasing temperatures, reduced summer streamflows, increased landslide risks, increased flooding frequency, and increased ocean acidification. These climate changes, when combined with biological resources, are projected to increase heat stress to salmon stocks, disrupt the timing of certain biological events (such as leaf emergence in spring), alter species distributions, increase risk of wildfires, and disrupt coastal marine ecosystems. The attached executive summary further discusses these above stated changes. For the full report, and additional information on climate change and greenhouse gas emissions at the national and regional level, please see the Optional Supplemental Reading list that is provided at the end of this memo.

Technological Advances for Municipal Use

Recognizing that our climate is changing, and is predicted to change even more over the next century, municipalities are gathering information on how a changing climate impacts their communities. They are building upon this information by assessing mitigation strategies, and by utilizing policies, programs, and technologies to reduce their contribution to global emissions and to mitigate climate change impacts. In the age of technology, there are multitudes of technological options that promote reduced greenhouse gas emissions, increase climate resilience, and support community sustainability. Municipalities across the country are implementing the use of technology to assist them in meeting emissions reductions goals and enhancing their social and environmental capital within their communities. Technological advances provide the opportunity to make an impact across sectors, be it from reduced emissions, energy efficiency, or increased digital access. Below is a brief list of some of these technology solutions. This is not a comprehensive list, but instead is intended to be thought provoking, and to provide a glimpse at the breadth of technological support that is available to municipalities.

Alternative Fuel Fleets

Fleet fuel consumption is not only a large source of municipal greenhouse gas emissions, but is also a large expense. Alternative fuel fleets, such as hybrid or electric vehicles, provide municipalities with the ability to reduce their greenhouse gas emissions while saving money. Auburn's municipal fleet already contains several hybrid vehicles. Nearby cities are taking their commitments to alternative fuel fleets to even greater levels.

The City of Seattle's Drive Clean Seattle program, for example, aims to electrify the City's fleet at scale, and to support a robust network of electric vehicle charging infrastructure. In 2011, City of Seattle replaced 43 less-efficient vehicles with all-electric vehicles. This single action has already saved Seattle over 7,600 gallons of fuel (which at current gas prices equates to a cost savings of over $20,000). On average, City of Seattle is recognizing a lifetime cost savings of $3,000 - $4,000 per electric vehicle as compared to hybrid or conventional vehicles. (City of Seattle, WA, 2016).

The City of Bellevue also recognizes that electric vehicle technology is a promising opportunity to reduce emissions and increase cost savings. Bellevue has secured Department of Energy and Western Washington Clean Cities Coalition funding for purchase and installation of electric vehicle infrastructure. Bellevue currently owns and operates 22 electric vehicle charging stations, 16 of which are available for use at city facilities. As of 2015, the City of Bellevue had more than 75 public use charging stations citywide. (City of Bellevue, WA, 2016a).

The Western Washington Clean Cities Coalition, in partnership with the Puget Sound Clean Air Agency, provides fleet managers with tools to help "green" public and private fleets, reduce pollution, and save money. Western Washington Clean Cities offers technical assistance and education to help fleet managers identify the most effective way to green their fleets, including buying greener vehicles, switching to cleaner fuels, and improving fleet efficiency. (WSDOT, 2015)

LED Lighting

LED traffic signals and street lights are another large source of municipal greenhouse gas emissions, as well as an opportunity for cost savings. In an effort to support municipal transitions from conventional to LED street and traffic lights, Puget Sound Energy has started the Relight Washington Program, which focuses on converting more than 6,000 PSE owned street lights from old, high-pressure sodium bulbs to more efficient LED bulbs. LED fixtures used in this program use 35% less electricity than the older bulbs, transferring the cost savings to the operating municipalities.

After participation in the Relight Washington Program, the City of Carnation reduced its $1,500/month street lighting bill by nearly $500/month. (Valley Record, 2015). Both the City of Seattle and the City of Bellevue have also begun replacing their street and traffic lights with LED bulbs. The City of Bellevue has recognized a savings of over $200,000 in annual energy costs (and a reduction of 950 metric tons of carbon dioxide equivalent in 2010 when compared to 2000 levels) through traffic signal upgrades alone. (City of Bellevue, WA, 2016)

LEED Certification for New Construction

Building new construction to LEED (Leadership in Energy and Environmental Design) standards allows for construction efforts to use more sustainably sourced materials, re-use materials (when appropriate), and to divert materials from landfills. In addition to approaching the building process in a more sustainable manner, LEED certification also allows building

owners/operators to save money on operating costs such as lighting, heating, and cooling. The City of Auburn's recently built Community and Events Center is an excellent example of a building that has been built to LEED Silver standards. Municipal infrastructure projects throughout the region are increasingly leaning towards incorporating LEED building practices into their construction processes.

Incorporation of Green Roofs into Building Practices
Green roofs (also known as living roofs) are roofs that are constructed or retro-fitted to support living vegetation. Green roofs can not only reduce the rate of runoff from a rooftop, permanently retain the first ½ to ¾ inch of rainfall in a storm, and buffer acid rain, but they can also influence urban heat islands by reducing the amount of solar energy that is absorbed by the building. By insulating and shading a building, green roofs can also reduce a building's energy consumption from heating/cooling. Although not a requirement of green roofs, the living vegetation can be used to support urban rooftop agriculture initiatives. These initiatives can be used to encourage community gardening and local food production. Here in the Pacific Northwest, the most notable benefit of green roof installation would be stormwater retention and filtration. (General Services Administration, 2011)

Increased Digital Access
Increased digital access within and across a community allows users to research local and regional issues; enhance their community networking; access quality education services; deliver health care; interact with local, state, and federal government services; and conduct commerce in their daily lives (Bates, et al., 2012). Cities use online technology to inform, report, and notify citizens. Uses include online citizen reporting, providing city announcements to the community, and providing emergency notifications to those potentially impacted.

Use of Remote Sensing / Unmanned Aerial Vehicles (UAVs)
The use of remote sensing technologies can reduce costs, increase efficiencies, reduce dangers or injury to personnel, and offer enhanced perspectives on projects (NLC, 2015). Unmanned aerial vehicles are one such remote sensing technology that can be employed by cities. Also known as "drones", UAVs are a growing service mechanism with widespread application, including public sector use (NLC, 2015). Auburn's embrace of remote sensing and UAV technologies allows the City to lower monitoring costs, to obtain enhanced information, and to stay at the cutting edge of technology.

Optional Supplemental Reading

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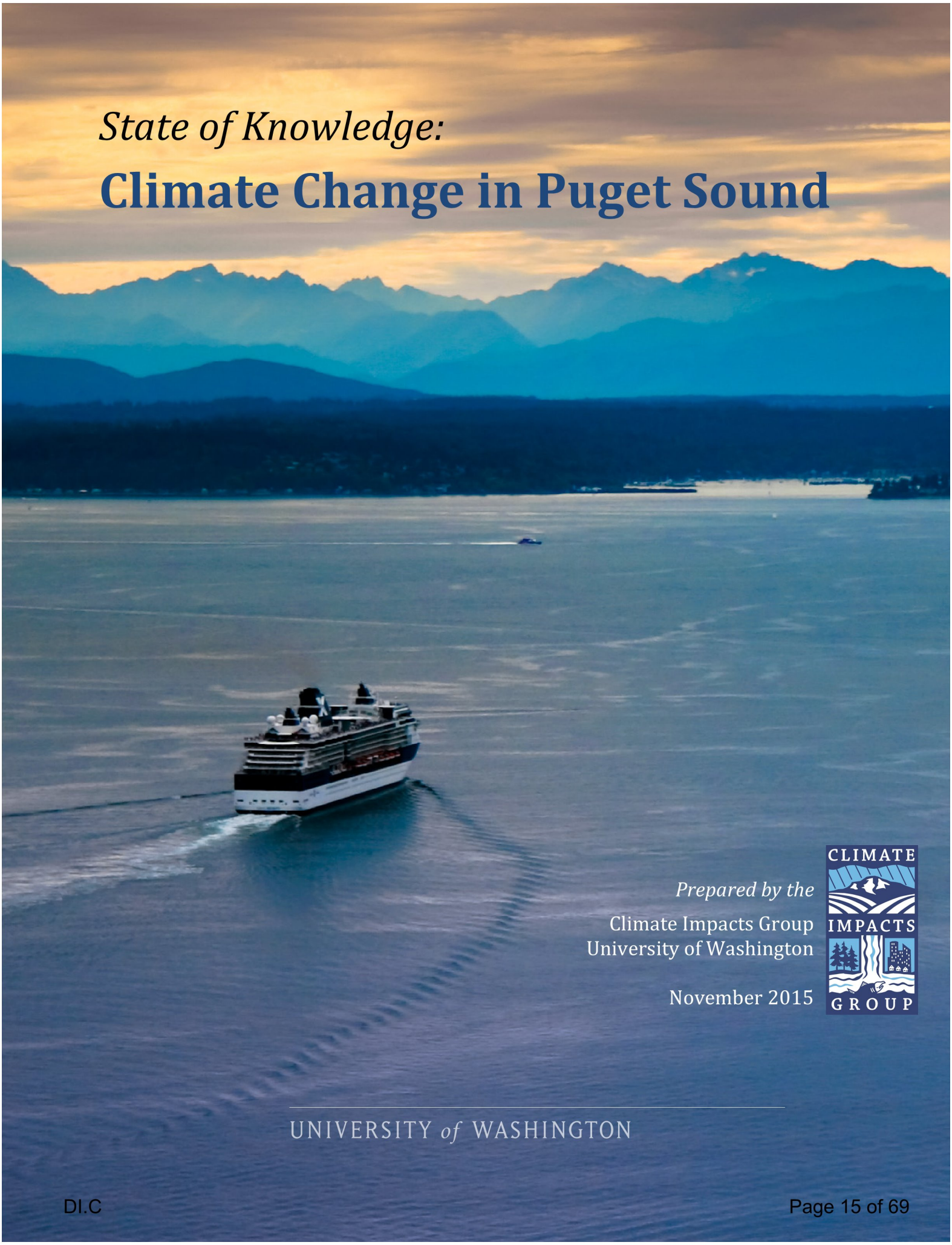

State of Knowledge:

Climate Change in Puget Sound

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University of Washington

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This report is available for download at:

- Full report: https://cig.uw.edu/resources/special-reports/ps-sok/
- Executive summary: https://cig.uw.edu/resources/special-reports/ps-sok/ps-sok_execsumm_2015.pdf

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EXECUTIVE SUMMARY

From the peaks of the Cascades and Olympics to the saltwater of the Sound, climate shapes the physical landscape of the Puget Sound region and where and how people, plants and animals inhabit that landscape.

In addition to important natural variations, we know now that the Earth's climate is changing, and expected to continue to change in ways that will alter our local environment, the nature and health of our ecosystems, and the risks and opportunities facing our communities.

> *"Human influence on the climate system is clear, and recent anthropogenic emissions of greenhouse gases are the highest in history. Recent climate changes have had widespread impacts on human and natural systems...*

This report summarizes the current state of knowledge concerning observed and likely future climate trends and their effects on the lands, waters, and people of the Puget Sound region. It describes:

- Changes in the key factors shaping our local environment: temperature, precipitation, sea level, ocean chemistry, and natural variability,
- Implications for Puget Sound lands: freshwater resources, landslides, sediment transport, agriculture, and ecosystems,
- Consequences for Puget Sound's marine waters: coastal and marine ecosystems, water quality, and circulation,
- Impacts on the region's population: health, tribes, and infrastructure, and
- Climate risk reduction activities underway in climate-sensitive sectors across the Puget Sound region.

> *...Warming of the climate system is unequivocal, and since the 1950s, many of the observed changes are unprecedented over decades to millennia. The atmosphere and ocean have warmed, the amounts of snow and ice have diminished, and sea level has risen."*
>
> *– IPCC Synthesis Report, Summary for Policy Makers, 2013*[1]

This report, State of Knowledge: *Climate Change in Puget Sound,* is designed to be an easy-to-read summary that both complements and points to the foundational literature (peer-reviewed science, community and agency reports, and publicly available datasets) from which it draws.

REPORT HIGHLIGHTS

Key Drivers of Change

Climate variability and change will affect the Puget Sound region by altering key climate-related factors shaping the local environment.

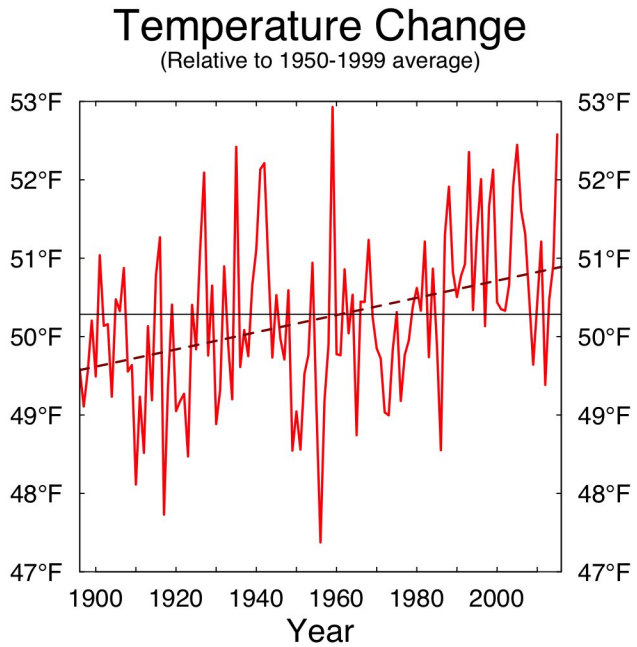

Figure ES-1. The Puget Sound region warmed by +1.3°F from 1895 to 2014. The red line shows average annual temperature for the Puget Sound Lowlands climate division,[A] the horizontal black line corresponds to the average temperature for 1950–1999 (50.3°F), and the dashed red line is the estimated trend. *Data source: Vose et al. 2014.*[A]

- **TEMPERATURE:** The Puget Sound region warmed in the 20th century: all but six of the years from 1980-2014 were above the 20th century average (Figure ES-1). Additional warming for the 21st century is projected to be at least double that experienced in the 20th century, and could be nearly ten times as large (Figure ES-2). *(Section 2)*

- **PRECIPITATION:** There are no statistically significant trends towards wetter or drier conditions (evaluated for seasons and years) over the 20th century**.** Large year-to-year and decade-to-decade variations in precipitation are expected to continue, and to be much larger than the long-term changes projected for the 21st century. *(Section 2)*

- **HEAVY RAINFALL:** Future occurrences of heavy rainfall are projected to be more frequent and more intense. This will exacerbate flood risks in many watersheds**.** *(Section 2)*

- **SEA LEVEL:** Over the last century, sea level rose at many locations along the shorelines of Puget Sound. Rates vary**,** however, as local land motion, weather patterns, and ocean currents can amplify or mask regional trends in sea level. Sea levels are projected to rise over the coming century, with a wide range of possible future amounts, depending on the rate of global greenhouse gas emissions. Increases in sea level will amplify the risk of coastal flooding. *(Section 4)*

- **OCEAN ACIDIFICATION:** As a result of accumulating carbon dioxide (CO_2) in the atmosphere, the waters of the North Pacific Ocean and Puget Sound are experiencing a reduction in pH, a process known as acidification. This acidification is projected to continue. *(Sections 7 and 11)*

- **NATURAL VARIABILITY:** Seasonal, year-to-year, and decade-to-decade variations will remain an important feature of local climate, at times amplifying or counteracting the long-term trends caused by rising greenhouse gas emissions.

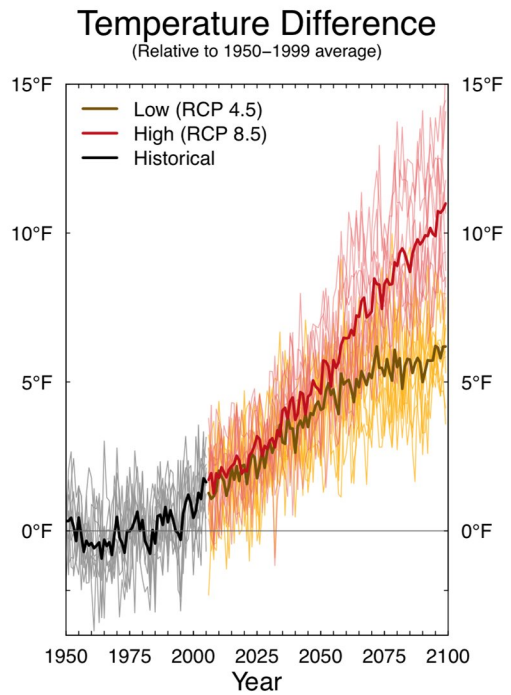

Figure ES-2. The Puget Sound region is projected to warm considerably in the 21st century. The graph shows average annual air temperatures projected by climate models, relative to the average for 1950-1999 (horizontal gray line; the average annual temperature for the Puget Sound region is 44°F). Thin colored lines show individual climate model projections; thick colored lines show the averages of the models. *Data source: Downscaled climate projections developed by Abatzoglou and Brown 2011.*[A]

Puget Sound Land Areas

From the mountaintops to the shorelines of Puget Sound, these climate changes will cause changes in the region's water cycle, natural resources, and ecosystems.

- **SNOWPACK AND STREAMFLOW:** Warming will cause a greater proportion of winter precipitation to fall as rain rather than snow. Snowpack is projected to decline, causing the spring peak in streamflow to occur earlier in the year. Winter streamflow is projected to increase in snow-influenced watersheds, while most locations are projected to experience a decline in summer streamflow (Figure ES-3). *(Section 3)*

- **LANDSLIDES AND SEDIMENT TRANSPORT:** Changes in rainfall, snowpack, and streamflow may lead to an increase in landslide risk, erosion, and sediment transport in fall, winter, and spring, while reducing the rates of these processes in summer. Quantitative projections of the likely changes in sediment transport and landslides are limited, in part because it is challenging to distinguish climate change effects from non-climatic factors such as development patterns and forest management. *(Section 5)*

- **FLOODING:** Both the extent and the frequency of flooding is projected to increase. Heavy rain events are projected to intensify, increasing flood risk in all Puget Sound watersheds. Continued sea level rise will extend the reach of storm surge, putting coastal areas at greater risk of inundation. In snow-accumulating watersheds, winter flood risk will increase as the snowline recedes, shifting precipitation from rain to snow. *(Sections 2, 3, 4, and 5).*

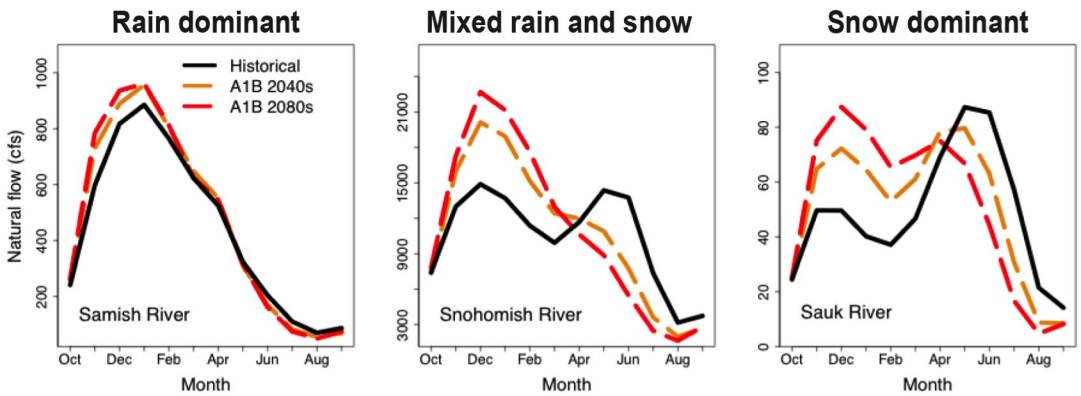

Figure ES-3. Streamflow is projected to increase in winter and decrease in summer, and changes are greatest for watersheds located near the current snowline. Changes in the seasonal timing of streamflow, on average, for three illustrative watersheds in Puget Sound: The Samish River, a warm basin (left); the Sauk River, a cold basin with source waters at high elevations (right); and the Snohomish River, a middle-elevation basin with substantial area near the current snowline (middle). *Data source: Downscaled hydrologic projections developed by Hamlet et al. 2013*[3]

- **SALMON:** Warmer streams, ocean acidification, lower summer streamflows, and higher winter streamflows are projected to negatively affect salmon. The persistence of cold water "refugia" within rivers and the diversity among salmon populations will be critical in helping salmon populations adapt to future climate conditions. *(Sections 10 and 11)*

- **TIMING OF BIOLOGICAL EVENTS:** The timing of many biological events (e.g., leaf emergence in spring, plankton blooms in lakes, spawning runs for salmon) can be altered by warming. Because each species will respond differently, climate change may cause important biological interactions to become unsynchronized. *(Sections 9, 10, and 11)*

- **SPECIES DISTRIBUTIONS:** Many species will exhibit changes in their geographic ranges, with some species experiencing expansion, while others experience contraction or migration. For example, declining snowpack is expected to lead to a decline in montane meadows as forests to expand into higher elevation habitats. Range shifts will vary among species, and will be affected by non-climatic factors such as development and management patterns. *(Sections 9 and 10)*

- **FORESTS:** Over the long-term, climate change is expected to alter the distribution and abundance of some tree species in the Puget Sound region. Growth of Douglas-fir and other species in relatively warm lower-elevation forests (where growth is currently limited by summer water availability) may decrease. In contrast, growth of cold-climate, high-elevation species such as mountain hemlock (where growth is currently limited by mountain snowpack) may increase. Increases in the risk of large wildfires

and altered ranges and timing of insects and fungal pathogens will affect the vigor, growth, and distribution of forest species in the Puget Sound region. *(Section 9)*

- **AGRICULTURE:** Warming is expected to increase the length of the growing season. Along with higher temperatures, increases in atmospheric CO_2 concentrations could increase the production of some crops. However, increases in heat stress, decreases in summer water availability, increases in flood risk, and changes in the range and timing of pests may negatively affect crops and livestock. *(Section 8)*

Box ES-1. Projected changes in several key physical drivers.

- **Average annual temperature:** By the 2050s (2040-2069), the average year in the Puget Sound region is projected to be +4.2°F (range: +2.9 to +5.4°F) warmer under a low greenhouse gas scenario and +5.5°F (range: +4.3 to +7.1°F) warmer under a high greenhouse gas scenario (RCP 4.5 and 8.5, respectively),[A] relative to 1970-1999.[B,4]

- **Heavy Rainfall:** By the 2080s (2070-2099), the wettest days (99th percentile or 24-hour precipitation totals) in the Pacific Northwest are projected to increase by +22% (range: +5% to +34%) for a high greenhouse gas scenario (RCP 8.5), relative to 1970-1999.[C,5]

- **Declining Spring Snowpack:** By the 2040s (2030-2059), the average year in the Puget Sound region is projected to have −23% (range: −34 to −6%) less April 1st snowpack under a low greenhouse gas scenario (B1), and −29% (range: −47 to −4%) under a moderate greenhouse gas scenario (A1B), relative to 1970-1999.[C,3]

- **Sea Level Rise:** By 2050, relative sea level in Seattle is projected to rise by +6.5 inches (range: -1 to +19 inches) for a moderate, low, and high greenhouse gas scenario (A1B, B1 ,and A1FI, respectively), compared to 2000.[6] Sea level rise at other locations may differ by up to 8 inches by 2050, due to different rates of uplift or subsidence.

- **Higher Storm Surge Reach.** Although storm surge is not projected to increase, sea level rise will cause the same events to have a greater impact. In Olympia, a +6 inch rise in sea level (the middle projection for 2050 is +9 inches) would cause the 100-year surge event to become a 1-in-18 year event.[7]

[A] Greenhouse gas scenarios were developed by climate modeling centers for use in modeling global and regional climate impacts. These are described in the text as follows: "very low" refers to the RCP 2.6 scenario; "low" refers to RCP 4.5 or SRES B1; "moderate" refers to RCP 6.0 or SRES A1B; and "high" refers to RCP 8.5, SRES A2, or SRES A1FI – descriptors are based on cumulative emissions by 2100 for each scenario. See Section 1 for details.

Puget Sound's Marine Waters

Climate change will affect the saltwater habitats of Puget Sound, driving changes in its currents, chemistry, and ecosystems.

- **COASTAL HABITATS:** Sea level rise is projected to expand the area of some tidal wetlands in Puget Sound but reduce the area of others, as water depths increase and new areas become submerged. For example, the area covered by salt marsh is projected to increase, while tidal freshwater marsh area is projected to decrease. Rising seas will also accelerate the eroding effect of waves and surge, causing unprotected beaches and bluffs to recede more rapidly. *(Sections 4 and 5)*

- **HARMFUL ALGAL BLOOMS:** Warmer water temperatures, both in the North Pacific Ocean and in Puget Sound, will likely make harmful algae blooms more frequent and severe, and will extend the season when they can occur. Ocean acidification may increase the toxicity of some harmful algal blooms. *(Sections 7 and 11)*

- **MARINE ECOSYSTEMS**: A combination of climate-related stressors will affect marine organisms and habitats, including warmer water temperatures, loss of coastal habitat due to sea level rise, ocean acidification, and changes in water quality and freshwater inputs. Some species, like salmon and shellfish, are likely to be negatively affected by these changes; other species, such as eelgrass, may benefit. *(Section 11)*

- **CIRCULATION IN THE OCEAN AND IN PUGET SOUND:** Future changes in the circulation of Puget Sound and the near-shore Pacific Ocean are unclear. Changes in the timing and amount of river flows may affect the ability of Puget Sound's surface and deep waters to mix. Ocean upwelling may change, but projections are not conclusive. Short-term variability in upwelling (ranging from seasons to decades) will likely be more important than long-term changes related to global warming throughout the 21st century. *(Section 6)*

B Projected change for ten global climate models, for 2050-2069 relative to 1970-1999, based on a low (RCP 4.5) and a high (RCP 8.5) greenhouse gas scenario.

C Projected change for ten global climate models, for 2040-2059 relative to 1970-1999, based on a moderate (A1B) greenhouse gas scenario.

D The study evaluated precipitation totals on days with the top 1% (99th percentile) in daily water vapor transport, the principal driver of heavy rain events in the Pacific Northwest. Projections are based on an analysis of 5 global climate model projections and a high greenhouse gas scenario (RCP 8.5), evaluated for 2070-2099 relative to 1970-1999. Projected changes in intensity were evaluated for latitudes ranging from 40 to 49N. Although global models are coarse in spatial scale, previous research has shown that they can adequately capture the dynamics that govern West coast storms and heavy precipitation events.

E Projections are a particular class of global climate models called "Earth System Models". These model the carbon cycle, and can therefore provide estimates of the amount of CO_2. The numbers give the range among all models and two scenarios: both a low (RCP 4.5) and a high (RCP 8.5) greenhouse gas scenario.

People

The Puget Sound region is home to a growing population and a rich diversity of cultural, institutional, and economic resources, many of which will be affected by climate change.

> *"Whether the consequences of the climate impacts…are severe or mild depends in part on the degree to which regional social, economic, and infrastructural systems are adjusted to align with the changing climate, and the degree to which natural systems are provided with the room, flexibility, and capacity to respond. The regional consequences of climate change will also be strongly shaped by past choices—of what to build where, what to grow where—and by the laws, institutions, and procedures that shape how natural resources are managed and allocated, risks from natural hazards are identified, and trade-offs among conflicting objectives resolved." – Snover et al., 2013*[2]

- **TRIBES:** Rooted in place, tribes are particularly vulnerable to climate change. Puget Sound's tribal communities face a wide range of climate-related risks, including sea level rise, more frequent and larger floods, impacts on culturally-important species such as salmon and shellfish, a greater risk of wildfires, and changes in the forest, coastal, and marine ecosystems on which they rely.

- **BUILT ENVIRONMENT:** The developed areas of Puget Sound and the transportation, drinking water, wastewater, and energy systems that serve the region's population will face an increasing risk of a variety of extreme weather events (e.g., heat waves, flooding, wildfire). Consequences include flooding of low-lying infrastructure, damage to energy transmission, and higher maintenance costs for many transportation and other elements of the built environment. *(Section 12)*

- **HUMAN HEALTH:** More frequent heat waves and more frequent and intense flooding may harm human health directly. Warming may also exacerbate health risks from poor air quality and allergens. Climate change can indirectly affect human health through its impacts on water supplies, wildfire risk, and the ways in which diseases are spread. Risks are often greatest for the elderly, children, those with existing chronic health conditions, individuals with greater exposure to outside conditions, and those with limited access to health resources. *(Section 13)*

Climate Risk Reduction

Actions taken today to reduce climate risks will play an important role in determining the future consequences of climate change. Actions underway in Puget Sound include:

- **ASSESSING VULNERABILITIES:** Many Puget Sound communities and organizations are assessing their specific vulnerabilities to climate change. For example, the Jamestown

S'Klallam tribe has recently completed a vulnerability assessment, finding that scenarios for moderate and high severity sea level rise raise flood risks for Highway 101 near Discovery Bay, potentially preventing the Tribe's access to the highway for 12-24 hours.[8] *(Section 12)*

- **PARTNERSHIP BUILDING:** Agencies, organizations, and communities in Puget Sound are working collaboratively with stakeholders to identify options for responding to climate change. For example, the North Cascadia Adaptation Partnership is a U.S. Forest Service / National Park Service collaboration that joined with city, state, tribal, and federal partners to increase awareness of climate change, assess the vulnerability of cultural and natural resources, and incorporate climate change adaptation into current management of federal lands in the North Cascades region.[9] *(Section 9)*

- **CLIMATE-INFORMED PLANNING:** Puget Sound communities and practitioners are incorporating climate change impacts into planning and decisions. For example, plans by the Port of Bellingham to redevelop the 228 acre Georgia Pacific site near downtown Bellingham include raising site grades approximately +3 to +6 feet in areas with high value infrastructure as a buffer against sea level rise.[10] *(Sections 4 and 12)*

- **IMPLEMENTING ADAPTATION:** A number of Puget Sound communities have begun to implement changes in policies, practices, and infrastructure that are designed to increase climate resilience. For example, projections for increased flooding and sediment loading in the Skagit River led to design changes for the City of Anacortes' new $65 million water treatment plant. Completed in 2013, the new plant includes elevated structures, water-tight construction with minimal structural penetrations, no electrical control equipment below the current 100-year flood elevation, and more effective sediment removal processes.[11,12] *(Sections 3, 5, and 12)*

Looking Forward

Understanding the likely local effects of climate variability and change is the first step towards characterizing, and ultimately reducing, climate risks. To help catalyze and support climate risk reduction activities aimed at developing a climate resilient Puget Sound region, this report summarizes existing knowledge about observed climate change and variability in the Puget Sound region, likely future climate changes, and the current and possible future impacts associated with these changes. It is intended to serve as a credible source to inform discussions within the region about the risks associated with climate change and choices for adaptation.

It is important to recognize that this report does not serve as a crystal ball for predicting our future. The actual impacts of a changing climate will arise from the complex interactions between climate and our critical natural and human systems, but also with a multitude of non-climate factors, including development choices, patterns of energy and water consumption, land use decisions, and other economic and social factors.

The region's best future will be achieved if the early steps toward climate risk reduction can be connected and enhanced. Decisions that consider climate risks, the interactions among these risks, and the connection between these risks and non-climate stressors offer the opportunity to maintain the integrity of the ecosystems that we treasure, the reliability of the infrastructure on which we depend, and the well-being of this generation and future generations in the Puget Sound region.

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2 Snover et al. 2013. *Introduction: The Changing Northwest*, Chapter 1 of *Climate Change in the Northwest: Implications for Our Landscapes, Waters, and Communities. Washington, DC. Island Press*

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4 Mote, P. W. et al., 2015. *Integrated Scenarios for the Future Northwest Environment*. USGS ScienceBase. Data set accessed 2015-03-02 at https://www.sciencebase.gov/catalog/item/5006eb9de4b0abf7ce733f5c

5 Warner, M.D. et al., 2015: Changes in Winter Atmospheric Rivers along the North American West Coast in CMIP5 Climate Models. *J. Hydrometeor*, 16, 118–128. doi: http://dx.doi.org/10.1175/JHM-D-14-0080.1

6 (NRC) National Research Council. 2012. *Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future.* Committee on Sea Level Rise in California, Oregon, Washington. Board on Earth Sciences Resources Ocean Studies Board Division on Earth Life Studies The National Academies Press.

7 Simpson, D.P. 2012. *City Of Olympia Engineered Response to Sea Level Rise*. Technical report prepared by Coast Harbor Engineering for the City of Olympia, Public Works Department, Planning and Engineering.

8 Jamestown S'Klallam Tribe. 2013. *Climate Change Vulnerability Assessment and Adaptation Plan*. Petersen, S., Bell, J., (eds.) A collaboration of the Jamestown S'Klallam Tribe and Adaptation International. http://www.jamestowntribe.org/programs/nrs/climchg/JSK_Climate_Change_Adaptation_Report_Final_Aug_2013s.pdf

9 Raymond, CL.; Peterson, DL.; Rochefort, RM., eds. 2014. Climate change vulnerability and adaptation in the North Cascades region, WA. Gen. Tech. Rep. PNW-GTR-892. Portland, OR: USDA Forest Service, Pacific Northwest Research Station. 279 p.

10 "*Adapting to Sea Level Rise at the Port of Bellingham*" case study, prepared for the Successful Adaptation in the Coastal Sector: Washington Practitioners Workshop, sponsored by the Climate Impacts Group at the University of Washington, March 20, 2013.

11 City of Anacortes. 2012. "*City of Anacortes, Water Treatment Plant, Climate Change Impact Mitigation.*" Presentation to Washington State Senate Environment Committee by City of Anacortes Public Works, Committee Working Session, November 30.

12 Reeder, W.S. et al., 2013. Coasts: Complex changes affecting the Northwest's diverse shorelines. Chapter 4 in M.M. Dalton, P.W. Mote, and A.K. Snover (eds.) *Climate Change in the Northwest: Implications for Our Landscapes, Waters, and Communities*, Washington D.C.: Island Press.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6619 (5 Minute Presentation/5 Minute Q&A)

Date:
October 6, 2016

Department:
CD & PW

Attachments:
Draft Ordinance No. 6619

Budget Impact:
$0

Administrative Recommendation:

For discussion only.

Background Summary:

During review of facilities located in City right-of-way the City determined that Northwest Pipeline LLC is required to obtain a Franchise Agreement per Auburn City Code Chapter 20.06.010. NWP has applied for a Franchise Agreement for a term of ten (10) years to continue to operate within the City's rights of way natural gas transmission and distribution pipeline within the City of Auburn.

NWP's existing facilities currently only serve Enumclaw Natural Gas located in south Auburn off of Auburn Way South in the Academy Drive neighborhood. NWP currently has no plans to expand services as the rest of Auburn is currently served by PSE. Any construction, maintenance, improvement or change to NWP's facilities is managed through the City's permitting processes as a requirement of the Franchise Agreement. Safety of NWP's facilities is regulated and inspected through the Washington Utilities and Transportation Commission.

A Public Hearing to consider this application and hear public comment is scheduled before the City Council on November 7, 2016 in accordance with Auburn City Code Chapter 20.06.030.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: October 24, 2016

Item Number: DI.D

ORDINANCE NO. 6 6 1 9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO NORTHWEST PIPLINE LLC, A DELAWARE LLC, A FRANCHISE FOR GAS

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

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee.

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit "A", attached hereto and incorporated by reference (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the types of facilities specified in Exhibit "B", attached hereto and incorporated by reference, and all necessary appurtenances thereto, ("Grantee Facilities") for provision of those services set forth in Exhibit "C" ("Grantee Services") in, along, under and across the Franchise Area.

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C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City. This Franchise is intended to convey only a limited right and interest and is not a warranty of title or interest in the City's right-of ways. The Agreement does not convey any right to Grantee to install Grantee Facilities on or to otherwise impact, city-owned or leased properties, easements, or rights-of way outside the ones identified in Exhibit A.

D. This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City or its predecessors to use any property, Right-of-Way, easement, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar uses allowed the Grantee hereunder. The City may at any time grant authorization to use the Right-of-Way for any purpose not incompatible with the Grantee's authority under this Agreement and for such additional franchises as the City deems appropriate.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. This Franchise is subject to the provisions of Auburn City Code ("ACC"), including specifically ACC Chapter 20.10, "CONDITIONS OF PUBLIC

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WAY AGREEMENTS, FRANCHISES, AND FACILITIES LEASES", and all federal and state laws, codes and regulations as currently exist or as amended. However, if the provisions of city code, as amended or superseded, conflict with any terms and conditions of this agreement, the provisions of this agreement shall govern. A conflict does not exist where this agreement is silent about a condition or matter addressed by city code.

Section 2. Notice

A. Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed by certified mail to the recipient at the address set forth in this Section. If the date for making any payment, notice, or performing any act is a legal holiday, payment or notice may be made or the act performed on the next succeeding business day which is not a legal holiday.

City: Engineering Aide,
Community Development and Public Works Department
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

with a copy to: City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

Grantee: Land Department
Northwest Pipeline LLC
P.O. Box 58900
Salt Lake City, UT 84158
Telephone: (800) 453-3810

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B. Any changes to the above-stated Grantee information shall be sent to the City's Engineering Aide, Community Development and Public Works Department, with copies to the City Clerk, referencing the title of this agreement.

C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of 10 (ten) years, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional ten (10) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently between 180 and 240 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall submit those materials that differ from the previous materials or as deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purpose of this agreement:

"ACC" means the Auburn City Code.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

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“Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

“Grantee Facilities” means, collectively, any and all natural gas systems owned or operated by Grantee, including but not limited to gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters meter-reading devise, fixtures, communication systems, and any and all other equipment appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purpose of transmission of natural gas, whether the same be located over or under ground.

“Hazardous Substance” shall specifically include, but shall not be limited to, petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state.

“Operate” or “Operations” shall mean the operation, use, and maintenance of Grantee Facilities, pursuant to the terms of this Agreement.

“Party” or “Parties” means collectively the City and Grantee, and individually either the City or Grantee.

“Public Works Project” means, any City capital improvement or the construction, relocation, expansion, repair, maintenance, or removal of any part of the Public Way or City-owned facilities located on or in the Public Way for: parks; streets; sidewalks; curbs; pedestrian and/or vehicle traffic; sewers, storm water drains; water facilities, and; City owned fiber optic cable, conduit or network facilities.

“Third Party” means any person, party, or entity other than the City and Grantee.

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"FERC" means the Federal Energy Regulatory Commission, or such other successor regulatory agency having jurisdiction over interstate pipeline companies.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit "D," and incorporated by reference, (2) all verifications of insurance coverage specified under Section 17, (3) the financial guarantees specified in Section 18 and (4) payment of any outstanding application fees per the City fee schedule. These four items shall collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

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

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders, as they now exist or as may be hereafter amended or superseded, in undertaking such work, which shall be done in a thorough and proficient manner.

Grantee's work within the Public Way which directly affects Grantee's construction, operation, and maintenance of Grantee Facilities shall be performed in accordance with Federal law and regulation.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is under taking its activity. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Public Way informed of its intent to undertake such construction work.

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C. In addition to complying with ACC 20.10.80, as hereafter amended or superseded, Grantee Facilities shall be located and maintained within the Right- of-way so as not to interfere with the reasonable ingress or egress to the properties abutting the right-of-ways as they exist at the time of installation of the Grantee Facilities. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require at the expense of the Grantee, the removal, relocation and/or replacement thereof, subject to any approval or modification of the City's requested removal, relocation or replacement by the FERC pursuant to 18C.F.R.157.

D. Grantee shall continuously be a member of the State of Washington One Number Locator service under RCW 19.122, or an approved equivalent as determined by the City, and shall comply with all such applicable rules and regulations. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

H. Markers demarcating the pipeline's location shall be placed on the surface at least every 100 yards so as to provide clear warning of the presence of the pipeline but in a manner that does not interfere with trails or other public uses in that area. Additionally, Grantee shall place continuous underground markers demarcating the pipeline's location each time Grantee digs to the pipeline for any reason.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided

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that the Grantee shall notify the City telephonically during normal business hours (at 253.931.3010 and during non-business hours at 253-876-1985 as promptly as possible before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. For any emergency or after normal business hour issues involving the Grantee's facilities which requires the Grantee's immediate response the City shall contact the Grantee at 801-584-6949, which is operated 24 hours a day, seven days a week. If, in the opinion of the City Director of Community Development & Public Works, the City Engineer, or the Mayor, an emergency presents a serious and immediate danger to the public health, safety and welfare, they, separately or together, may take reasonable immediate action to mitigate the damage. All costs associated with such actions will be the sole responsibility of the Grantee, and the Grantee shall reimburse the City for such costs within thirty (30) days after receipt of an itemized bill. Grantee will not be held liable for damages as a result of the City's repair and emergency work that arise out of the negligent acts or willful misconduct of the City, its successors, assigns, permittee, agents or contractors.

Section 8. Damages to City and Third-Party Property

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

B. The City may at any time perform or have performed any and all work that it considers necessary to restore to a safe condition any area within the Public Way disturbed by Grantee in the performance of this Agreement. Grantee shall pay all reasonable costs of such work upon demand of the City.

C. All survey monuments which are disturbed or displaced by Grantee in its performance of any work under this Agreement shall be referenced and restored by Grantee, as per WAC 332-120, as from time to time amended, and all pertinent federal, state, and local standards and specifications.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in

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place prior to the execution of this Franchise shall have preference as to positioning and location with respect to any new or relocated Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another private utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

B. When constructing new facilities, or replacing or reconstructing facilities, Grantee shall maintain a minimum underground horizontal separation of ten (10) feet from City water and five (5) feet from City sanitary sewer and storm sewer facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this agreement .

Section 10. Grantee Information

A. To the extent City agrees to take the protective steps described in Section 10(C) Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City Engineer to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, and maps and plans showing the general location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, reasonably compatible with the City's data base system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. If said electronic format is not compatible then Grantee will supply hard copies to scale and size requested by the City. Grantee shall keep the City Engineer informed of its long-range plans for coordination with the City's long-range plans.

B. Upon the City's reasonable request, in connection with the design of any Public Works Project, Grantee shall verify the location of its underground Facilities within the Public Way by excavating (e.g., potholing) at no expense to the City. In the event Grantee performs such excavation, the City shall not

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require any restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

C. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Grantee shall clearly mark any information that it provides to the City as "Proprietary" information if Grantee believes that disclosure of that information would be exempt under the trade secrets exemption in RCW 42.56.270. The City agrees that if it receives a request for Grantee's proprietary information, it will initially assert the exemption under 42.56.270, and will notify Grantee of the request.
The City shall not initiate legal action to prevent disclosure of Grantee's proprietary information. If a requestor files a lawsuit to compel disclosure, Grantee agrees to defend the action at Grantee's sole expense. Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorney fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public records act, provided the City has notified Grantee of the pending request or Grantee is made aware of the request or claim.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise required by law, Grantee agrees to relocate, remove, or reroute its facilities within one hundred eighty (180) days, and the terms of its FERC Certificate, of being ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Such alternate location for relocation of Grantee's facilities shall be determined and approved jointly by the City and Grantee at no cost to the City. Pursuant to the provisions of Section 16, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way.

B. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof. Any contractor doing work pursuant to contract with the City shall not be considered a Third Party for purposes of this section.

C. Any condition or requirement imposed by the City upon any Third Party (including, but not limited to, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained

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pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Grantee's Facilities within the Rights-of-Way shall be a condition or requirement causing relocation of Grantee's Facilities to occur subject to the provisions of Subsection B above; provided, however in the event the City reasonably determines and notifies Grantee that the primary purpose of imposing such condition or requirement upon such Third party is to cause or facilitate the construction of a Public Works Project to be undertaken within a segment of the Right-of-Ways on the City's behalf and consistent with the City's Capital Facility Plan or Transportation Improvement Program, then Grantee shall relocate its Facilities within such segment of the Rights-of-Way in accordance with this Agreement.

D. As to any relocation of Grantee's Facilities whereby the cost and expense thereof is to be borne by Grantee in accordance with this Section 11, Grantee may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from Grantee of such written alternatives, the City shall evaluate such alternatives and shall advise Grantee in writing if one or more of such alternatives are suitable to accommodate the work which would otherwise necessitate relocation of Grantee's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by Grantee full and fair consideration with due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the City determines that such alternatives are not appropriate, Grantee shall relocate its Facilities as otherwise provided in this Agreement.

E. Nothing in this Section 11 shall require Grantee to bear any cost or expense in connection with the relocation of any Facilities under benefit of easement independent of this Agreement or other rights not arising under this Agreement, nor shall anything in this Section 11 require the City to bear any such cost or expense. Nothing in this Section 11 shall be construed to be a waiver of any right of either Grantee or the City to contest any claim or assertion by the other of responsibility to pay such cost or expense.

F. Subject to ACC 20.10.160, in the event of an emergency posing a threat to public safety or welfare requires the relocation of Grantee's Facilities within the Rights-of-Way, the City shall give Grantee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City (and subject to the issuance of any necessary order(s) of the Federal Energy Regulatory Commission), Grantee shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities.

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Section 12. Abandonment and or Removal of Grantee Facilities

A. Subject to ACC 20.10.130, within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall (subject to any necessary approval(s) and/or order(s) to be provided by FERC concerning abandonment), at the City's discretion, either abandon in place or remove the affected facilities. Grantee will remove the facilities if the City deems removal reasonably necessary. Abandonment or removal shall be at the sole cost and expense of Grantee. Any Facilities left in place shall be made inert by purging all natural gas from such Facilities (including displacement of natural gas with an appropriate inert gas) and disconnecting and sealing such Facilities, all in compliance with applicable regulations and industry standards. The City's consent shall not relieve Grantee of the obligation and/or costs to subsequently remove or alter such Facilities in the event the City reasonably determines that such removal or alteration is necessary or advisable for the health and safety of the public, in which case Grantee shall perform such work at no cost to the City. The obligations contained in this Section shall survive the expiration, revocation, or termination of this Agreement.

Section 13. Encroachment Management

Grantee shall manage and inspect encroachments as defined by federal and applicable state and local laws, rules, regulations and industry standards, as now enacted or hereinafter amended, and any other future laws or regulations that are applicable to Grantee, the Facilities, and business operations. Upon notification to Grantee of planned construction by another within ten (10) feet of Grantee's pipeline, Grantee shall flag the precise location of its Facilities before the construction commences, provide a representative to inspect the construction when it commences, and periodically inspect thereafter to ensure that Grantee's pipeline is not damaged by the construction.

Section 14. Emergency Management, Leaks, Ruptures, and Emergency Response.

A. Upon the request of the City, Grantee shall meet with the Valley Regional Fire Authority, the Auburn Police Department, and the City's Emergency Management Office to coordinate emergency management operations at the request of the City, Grantee personnel shall actively participate

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with the Valley Regional Fire Authority and the City in emergency preparedness drills or planning sessions.

B. Grantee shall have in place, at all times during the term of this Agreement, a system for remotely monitoring pressures and flows across the Public Way.

C. During the term of this Agreement, Grantee shall have a written emergency response plan and procedure for locating leaks and ruptures and for shutting down valves as rapidly as possible.

D. Upon acceptance of this Agreement, Grantee shall provide, for the City's review, a copy of its emergency response plans and procedures, including, but not limited to, emergency rupture response. If the parties disagree as to the adequacy of Grantee's emergency response plan, the parties will submit the plan to independent, third party review. If the review recommends that Grantee make modifications or additions to Grantee's emergency response plan, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the recommendations, Grantee shall provide a written report to the City explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the recommendations. Upon completion of the review of Grantee's emergency plans and procedures set forth in this section, Grantee shall provide a copy of the plans and procedures to the City and to the Valley Regional Fire Authority.

E. Grantee's emergency plans and procedures shall designate Grantee's responsible local emergency response officials and a direct twenty four (24) hour emergency contact number for the control center operator. Grantee shall, after being notified of an emergency, cooperate with the City and make every effort to respond as soon as possible to protect the public's health, safety and welfare.

F. Grantee shall be solely responsible for all its necessary costs incurred in responding to any leak, rupture or other release of natural gas from Grantee's Facilities, including, but not limited to, detection and removal of any contaminants from air, earth or water, and all remediation costs.

G. If requested by the City in writing, Grantee shall provide a written summary concerning any leak or rupture within thirty (30) days concluding Grantee's prompt investigation, including, but not limited to, the leak or rupture's

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date, time, amount, location, response, remediation and other agencies Grantee has notified.

H. The City may request that any substantial leak or rupture be investigated by the WUTC or PHSMA. Grantee shall be solely responsible for paying all of the costs and expenses incurred in investigating the occurrence and reporting the findings. Grantee shall meet and confer with the WUTC or PHSMA following their investigation to address whether any modifications or additions to Grantee's pipeline(s) and/or Facilities may be warranted

I. If the WUTC or PHMAS recommends that Grantee make modifications or additions to Grantee's pipeline(s) and/or Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the WUTC or PHMAS's recommendations, Grantee shall provide a written report to the City explaining its reasoning for not following said recommendations. The parties agree to comply with the dispute resolution provisions contained herein to resolve any dispute over whether to follow the consultant's recommendations.

Section 15. Maintenance, Inspection, and Testing.

Grantee shall remain solely and separately liable for the operation, testing, maintenance, replacement and/or repair of the pipeline or other activities permitted under this Agreement. Grantee shall operate, maintain, inspect, and test the Facilities in full compliance with all applicable federal, state, and local laws, rules, regulations, and industry standards, as now enacted or hereinafter amended, and any other future laws or regulations that are applicable to Grantee, the Facilities, and business operations.

Section 16. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence or wrongful misconduct of the City.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused

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by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the sole negligence or wrongful misconduct of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities caused by the City's failure or inability to provide such services.

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

E. In addition to the promise of indemnification required by ACC 20.10.230, Grantee shall indemnify, defend and hold the City, its appointed and elective officials, agents, officers, employees, and volunteers harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorney's fees, made against the City on account of violation of any environmental laws applicable to the Grantee Facilities, or from any release of natural gas or Hazardous Substances on or from the Grantee Facilities. This indemnity includes, but is not limited to: (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; and (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

F. The Grantee, further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the Grantee's facilities as the result of any interruption of service due to damage or destruction of the Grantee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, or contractors, except to

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the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, or contractors.

G. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 17. Insurance

A. The Grantee shall maintain or cause to be maintained for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the amounts and types set forth below. The required Commercial General Liability limit can be met under a combination of primary and excess liability policies:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of $2,000,000.00 (two million dollars) per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than $100,000,000.00 (one hundred million dollars) each occurrence, $100,000,000.00 (one hundred million dollars) general aggregate and a $100,000,000.00 (one hundred million dollars) products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01, or an equivalent occurrence based form, or on a claims made form with tail coverage of three years and a retroactive date to cover the services provided pursuant to this agreement and shall cover liability arising from premises,

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operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 and Additional Insured-Completed Operations endorsement CG 20 37 or substitute endorsements providing similar coverage.

3. The Grantee's general liability coverage, proof of which is provided by Grantee to the satisfaction of the City, shall evidence sudden and accidental pollution limit of $10,000,000.00.

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

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee's insurance (with the exception of Workers' Compensation) shall be endorsed to provide the City thirty (30) days' prior written notice of cancellation.

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

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

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

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

Section 18. Performance Security

The Grantee shall provide the City with a financial guarantee in the amount of Fifty Thousand Dollars ($50,000.00) running for, or which shall annually automatically renew over, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 22 (Enforcement & Remedies) shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 19. Relationship of the Parties

A. Nothing in this Agreement shall be construed to create or confer any right or remedy upon any person(s) other than the City and Grantee. No action may be commenced or prosecuted against any Party by any Third Party claiming as a Third Party beneficiary of this Agreement. This Agreement shall not release or discharge any obligation or liability of any Third Party to either Party.

B. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Agreement.

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C. Grantee accepts any privileges granted by the City in an "as is" condition. Grantee agrees that the City has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of facilities or the facilities themselves in public property or rights of way or possible hazards or dangers arising from other uses of the public rights of way or other public property by the City or the general public. Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and repair of the pipeline or other activities permitted under this Agreement.

D. Except as specifically provided herein, this Agreement shall not create any duty of the City or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, employees or agents in the exercise of powers reserved to the City. Further, this Agreement is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

Section 20. Successors and Assignees

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

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

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

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D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 21. Dispute Resolution

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

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 22. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1)

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revoke the Franchise with no further notification, or (2) claim damages as provided in ACC 20.10.340 per day against the financial guarantee set forth in Section 18 for every day after the expiration of the cure period that the breach is not cured.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise upon thirty days (30) written notice to Grantee and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 23. Compliance with Laws and Regulations

A. In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws, rules, and regulations, of any governmental entity with jurisdiction over the pipeline and its operation (specifically including, but not limited to, all requirements, rules, regulations, and orders of FERC and the applicable provisions of the City's comprehensive plan). This shall include all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee or the pipeline(s) and the Facilities. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the

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City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification.

Section 24. License, Tax and Other Charges

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 25. Consequential Damages Limitation

Notwithstanding any other provision of this Agreement, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 26. Force Majeure

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a Third party; or any failure or delay in the performance by the other party, or a Third Party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. The occurrence of a Force Majeure Event shall not alter or impair any of the provisions concerning liability and/or insurance as provided in this Agreement.

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Section 27. Severability & Survival

In the event that a court or agency of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate actions so as to give effect to the intentions of the parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

All provisions, conditions and requirements of this Agreement that may be reasonably construed to survive the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement. Subject to Section 15 above, the Parties' respective rights and interests under this Agreement shall inure to the benefit of their respective successors and assigns.

Section 28. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 29. Implementation.

The parties each represent and warrant that they have full authority to enter into and to perform this Agreement, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Agreement, except such as may be routinely required and obtained in the ordinary course of business.

Whenever this Agreement sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Agreement.

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Section 30. Entire Agreement

This Agreement, as subject to the appropriate city, state, and federal laws, codes, and regulations, and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. All previous Agreements between the parties pertaining to GRANTEE's operation of its pipeline(s) and/or Facilities are hereby superseded.

Section 31. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

Published: _____

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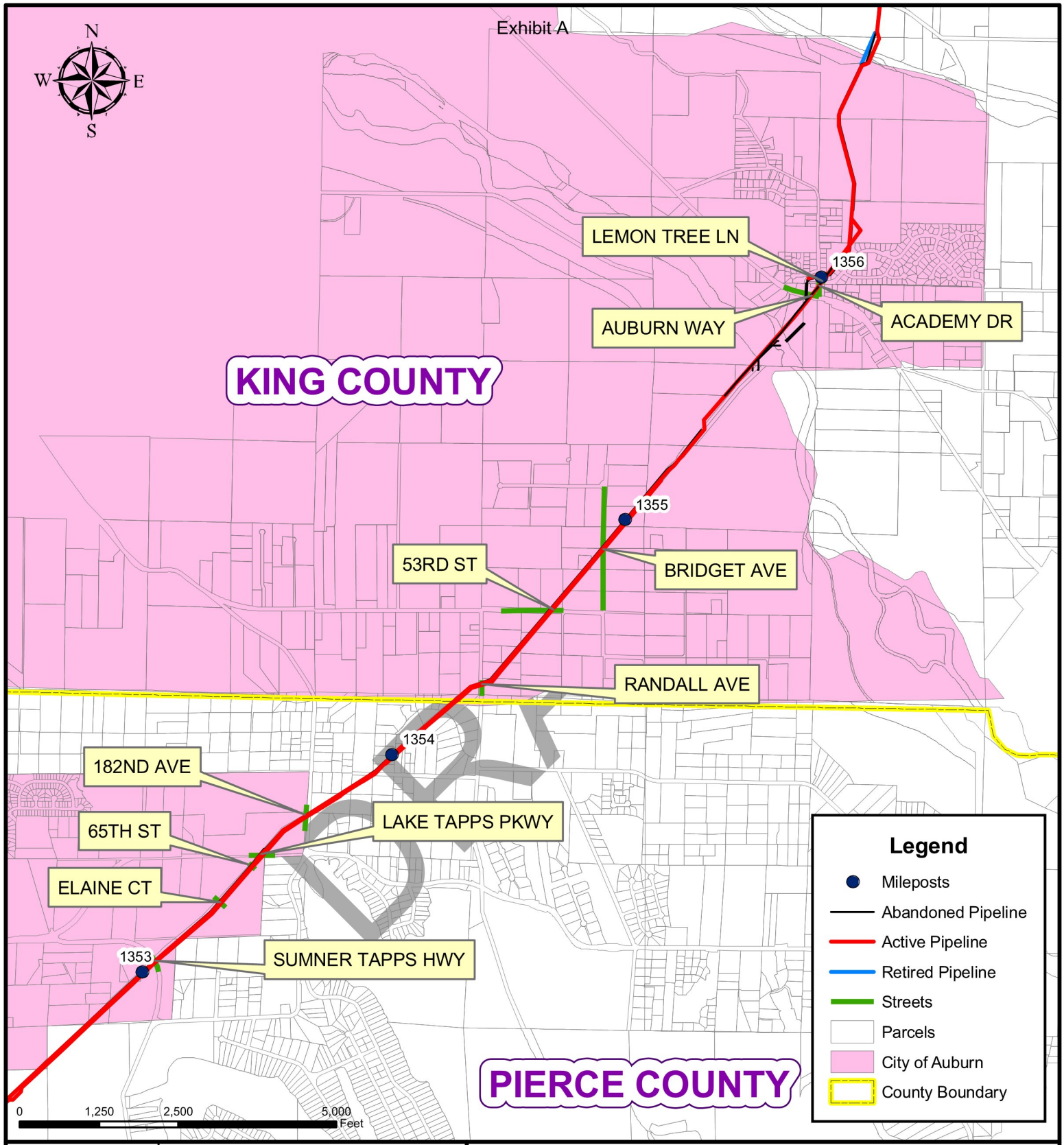

DRAWING NO.	REFERENCE TITLE

NORTHWEST PIPELINE GP
LOCATION MAP
STREET DATA
CITY OF AUBURN
KING & PIERCE COUNTIES, WASHINGTON

Williams GAS PIPELINE

NO.	DATE	BY	REVISION NUMBER	W.O. NO.	CHK.	APP.

DWG. BY: CCS	DATE: 10/8/08	ISSUED FOR BID:	SCALE: 1:25,000
CHK BY:	DATE:	ISSUED FOR CONTS:	
APPR. BY:	DATE:	DRAWING NUMBER: **Auburn**	SHEET 1 OF 1
		K:\Mapping Projects\Auburn_Cityof\Mapping\ArcGIS\auburn.mxd	

Exhibit “B”

Description or plans of facilities that are in the ground:
26inch, 30inch and 36inch diameter high pressure natural gas transmission pipelines, together with cathodic protection equipment and appurtenances.

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Exhibit “C”

Description of services offered from facilities in Exhibit B to customers within the Auburn City Limits: High pressure natural gas transmission pipeline services for local natural gas distribution companies, powerplants or other industrial users.

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EXHIBIT "D"

STATEMENT OF ACCEPTANCE

_____, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

[Grantee]

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20xx, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

_____
Signature

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

MY COMMISSION EXPIRES: _____

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AGENDA BILL APPROVAL FORM

Agenda Subject:
2017-2018 Human Services Funding (10 Minute Presentation/20Minute Q&A)

Date:
October 19, 2016

Department:
Administration

Attachments:
Human Services Recommendations

Budget Impact:
$0

Administrative Recommendation:

For further discussion.

Background Summary:

Human Services funds are 1% of the City's General Fund that are designated for the biennial, competitive human services fund application cycle and other supportive programs in Auburn. The application process opens in the spring prior to the new contract 2-year cycle; applicants are given six weeks to submit a completed application. After evaluating all submissions the Human Services Committee selects programs and provides recommendations based on how much the programs requested, their applications, the needs the programs meet in the Auburn community and the amount of funds available through the general fund.

Reviewed by Council Committees:

Councilmember:

Staff: Hinman

Meeting Date: October 24, 2016

Item Number: DI.F

Human Services Funds

Human Services funds are 1% of the City's General Fund (see comparative funding chart on page 9) that goes to the biennial, competitive human services fund application cycle and other supportive service programs in Auburn. Funds are awarded to programs of nonprofit organizations, **not** the entire organization. This means that organizations can apply multiple times depending on how many programs they want to have funded. The funds must benefit Auburn residents and have to align with the City's areas of focus which include:

- poverty reduction
- child abuse and neglect
- domestic violence and sexual assault
- health care

Applications open in the spring prior to the new contract year and applicants are given six weeks to submit a completed application. Applications require:

- full organizational and program descriptions
- budgets for both the organization and the program
- proof of 501c3 status
- a financial summary including a management letter
- number of Auburn residents served
- narrative on how the program will benefit our community

All completed applications are submitted to the City's Human Services Committee and evaluated using a rating tool. After evaluating all applications the committee carefully selects which programs they want to fund for the next two years. This year 70 programs applied for funding and 46 were selected to be funded. Applications that need further explanation are asked to provide an oral presentation to the committee. Applicants are not required to provide the presentation; however it is an opportunity to provide clarity to any answers that were not made clear to the committee as well as meet new applicants. Presentations are 15 minutes with 5 minutes allowed for a brief overview of the organization and the program and 10 minutes for questions by committee members.

After all oral presentations are completed the Human Services Committee evaluates all applications and provides recommendations based on how much the program requested, their application, the need the program is meeting in Auburn's community and the amount of funds available through the general fund. Recommendations of funds awarded are also based on the capacity of the organization and the relationship the organization has with Auburn. For example, if an organization only has one paid staff and two volunteers to provide their program's services they may receive an award of $2,000 - $5,000. Anything larger would increase their expectation to serve and overwhelm them and set them up for failure. For newly funded applicants the committee has a general rule of recommending $5,000 or less. The committee will then use the two year cycle to evaluate the program and its benefit to Auburn and see if during the next application cycle the program can be considered for an increased amount of funding. All recommendations are submitted to City Council for approval.

In 2016 the City of Auburn Human Services Committee implemented new strategies to better organize and streamline how they determine recommendations for Human Services Funding. During their committee retreat they agreed to sign conflict of interest forms for any committee member who might have a relationship with

an applicant and reintroduced oral presentations to the application process. The committee also conducted 10 site visits of organizations who have received funding.

During the 2017-18 funding cycle the committee plans to increase the amount of sites visited. The changes and improvements implemented by the committee have made the application process more efficient and timely ensuring enough time to invest into each individual application as well as careful and meticulous evaluation of how each program contributes to the overall health and wellness of Auburn and its residents.

Community Development Block Grant Funds (CDBG)

The City of Auburn receives Community Development Block Grant (CDBG) funds each year to support our community while maintaining a focus on our most vulnerable, underserved and at risk residents. Programs awarded CDBG public service dollars are primarily given to organizations that have a capacity to meet the reporting requirements of HUD.

CDBG funds awarded during the biennial human services application are only given to programs or projects that are considered public services under HUD's definition. Public services are direct services to individuals that include but are not limited to:

- employment training
- health care
- education programs
- child care and services for homeless persons

Public service awarded funds cannot exceed 15% of the total CDBG amount awarded to the City. Public service needs are determined by demographic information, needs assessments, employment rates, citizen reporting and consultations with partnering organizations. The City of Auburn's current breakdown of CDBG funds is:

- Housing Repair $250,000 (48%)
- Program Administration $100,000 (20%)
- Public Services $77,500 (15%)
- Economic Development $40,000 (8%)
- Youth and Young Adults $51,664 (9%)

Agency/Program/Description
Green bar denotes new program funded by City of Auburn
1. Apprenticeship & Non-traditional Employment for Women (ANEW) ANEW's services includes two tracks; the Trades Rotation Program(TRP) and the Career Connection Program (CCP). The TRP is a 12-week pre-apprenticeship training program, employment placement, and retention service for women in manufacturing and construction trades. The Career Connection Program offers wrap-around employment services for men and women, focusing on women, immigrant populations, and people of color to reduce barriers for job placement and retention.
2. Auburn Pregnancy Aid Pregnancy Aid is a non-sectarian social service agency that provides immediate confidential help to any women married or unmarried. We also provide services for men and grandparents who have custody of children. We provide free formula, baby food, baby cereal, diapers, layettes; free clothing & household goods, car seats new and used (after safety checks), strollers and miscellaneous supplies.
3. Auburn Respite The Auburn Respite Program is a community based social adult day care program for dependent seniors who are cared for by family member caregivers.
4. Auburn Youth Resources: Drop-In The Arcadia Drop-In Center at Auburn Youth Resources (AYR) is a safe place for youth and young adults to get basic needs met, connect with supportive adults, access other resources and get referrals to needed services. They can use laundry services, take a shower, get a hot meal, use computers and get help with job applications. They can talk with staff and problem-solve difficult situations in which they find themselves. If they need shelter, they can get connected to shelter or housing.
5. Birth to Three Developmental Center Birth to Three's certified teachers and licensed therapists provide medically prescribed therapy and special education services to address each child's specific developmental challenges. Agency services include Physical, Occupational, Speech, and feeding therapies; special education; playgroups; infant mental health; parent education and Family Resource Coordination. Family Resource Coordinators, therapists and special education staff involve parents and caregivers in every aspect of their children's learning experiences, allowing learning to extend to their homes and the larger community.
6. Catholic Community Services: Emergency Assistance The Emergency Assistance program helps families avoid homelessness. The program provides rent and utility assistance and negotiates payment plans with landlords to avoid eviction. Motel vouchers and case management are available to families who are homeless. Case managers work with families attempting to regain stable housing and assist them with move-in costs. All clients receive financial counseling and referrals to resources. In addition, bus tickets, food and clothing are distributed.
7. Catholic Community Services: HOME The HOME and WHOME programs are overnight shelter partnerships between the Kent and Auburn faith-based communities and Catholic Community Services. The HOME shelter serves 25 men year round and the WHOME shelter serves 15 women during the winter months. Both shelters offer people a safe place to sleep, nourishing meals, and case management support. The program enables people to meet their basic needs and transition back to housing. Funding is requested for overnight staffing and case managers.
8. Catholic Community Services: Katherine's House and Rita's House Katherine's House and Rita's House provide up to two years of transitional housing for homeless adult women in recovery from drug and alcohol dependency. Residents receive case management to find permanent housing, outpatient drug/alcohol treatment, life skills development, financial literacy classes, and educational and employment assistance. After graduation, residents enroll in an Aftercare program where they receive ongoing staff support that helps to maintain long term housing stability.

9. Catholic Community Services: Chore Services Volunteer Services (formerly Volunteer Chore Services) provides volunteer assistance with household chores such as cleaning, laundry, grocery shopping, transportation, yard work, minor home repair, and moving assistance to elders and adults with disabilities to help them remain living independently in their own home. VS focuses on those who live in poverty – 86% of the community members served last year had income at or below 30% of the area median.
10. Child Care Resources: Child Care Consumer Education & Provider Quality Improvement CCR assists families in meeting their child care needs by referring them to child care providers, community resources, and education about quality child care. CCR also provides customized, culturally relevant and inclusive technical assistance and trainings to child care providers and community members to strengthen delivery of child care and child-development best practices.
11. Children's Home Society: Auburn Family Resource Center Mobility Mentoring will enhance Early Head Start (EHS) and Parents as Teachers (PAT) in providing comprehensive child development and family support to low-income infants and toddlers and families. EHS and PAT support parent-child relationships, family wellbeing, connections to community via development and education services. Components include home visits, group meetings, screenings, resource referrals. Frequency and intensity of services depend on the needs and goals of the families.
12. Children's Therapy Center: Special Needs The Children with Special Needs program helps South King County children with developmental disabilities and delays to acquire functional skills through coordinated, family-centered home- and center-based physical, occupational, and speech therapy; parent/caregiver education and coaching; early childhood education; and related products and services for children aged birth to 18. We are the only nonprofit pediatric therapy program in South King County that serves children older than 3.
13. Christ Community Free Clinic CCFC has been open for nine years as of March 31, 2016 serving the uninsured in the community. The enactment of the Affordable Care Act as effected the number we serve and the demographic. We assisted many clients in applying for Apple Health since its start. Even with the drop in numbers we continue to serve the medical needs of the uninsured and under-insured. The dental clinic was opened in 2012 providing emergency care. This includes fillings, extractions and education.
14. Communities in Schools: Students in Need CISA staff provide direct interventions and coordinate community partnerships that deliver: basic needs assistance, tutoring support, service learning opportunities and attendance support. These services address both academic and non-academic barriers to learning for students at risk of dropping out. We bring these services directly into schools where they are accessible, coordinated and accountable.
15. Consejo Counseling & Referral Service: DV Community Advocacy Consejo's Domestic Violence Advocacy Program provides outreach & engagement, information & referral services, advocacy-based counseling, safety planning, legal advocacy and support groups for Latina survivors of domestic violence. Services are designed to understand the complex needs of survivors, many of whom are Spanish-speaking immigrants/refugees. Consejo's services build on clients' cultural beliefs, values and traditions to help them transition from crisis to self-sufficiency.
16. Courage360: Employment Services Continuum Employment Services Continuum is a workforce development program for low income individuals, providing job readiness programs & supportive services to help meet clients' basic needs, like food, shelter, & clothing. Training helps to develop office computer & life skills, financial literacy, workplace behaviors, barrier reduction & more. We embody widely recognized best practices that help to break the cycle of poverty and ending a family's reliance on public assistance.
17. Crisis Clinic: Crisis Line The 24-Hour Crisis Line provides a free and confidential telephone crisis intervention and support service to anyone in emotional crisis or needing help in King County. We provide empathetic listening and

supportive problem-solving, helping callers to see their problems as manageable, and we provide referrals to a wide range of community services. Staff provides mental health consultation to other professionals and makes linkages to emergency mental health
services.

18. Crisis Clinic: King County 2-1-1
King County 211 provides people with information and referrals to services that can help them regain or maintain their financial stability and lead a productive life. We do more than just give out a list of agencies; we explain how the social system works and provide information and referrals to the agencies that are relevant to the callers' needs. We coach callers on how to present their situation when they call an agency and problem-solve with them when there are no services available.

19. Crisis Clinic: TeenLink
Teen Link operates a confidential and anonymous help line answered by teens for teens. Our trained teen volunteer phone workers take both phone calls and chats from teens in distress. Teen Link also conducts suicide prevention training to youth in schools and in youth organizations. Teen Link empowers youth to make healthy, self-respecting decisions about their lives, supporting their development as fully actualized and productive adults.

20. DAWN: Community Advocacy Program (CAP)
DAWN's Community Advocacy Program (CAP) offers holistic wrap-around culturally responsive support with the goal of helping to remove barriers so that survivors and their families can recover from the impacts of experiencing domestic violence. CAP provides ongoing client assistance (including navigating housing, CPS, educational and family law systems), support groups (in English and Spanish), legal, immigrant and CSO support, mental
health, and the Children's Domestic Violence Response Team.

21. DAWN: Housing
DAWN's Housing Program includes an emergency shelter, hotel voucher program as well as supportive services for 6 units in partnership with DASH,(Downtown Action to Save Housing). DAWN's housing stability support includes ongoing safety planning, advocacy support, financial assistance related to housing stability, i.e. utilities/rent/move-in costs as well as eviction prevention. DAWN's Housing Program includes supportive services for all program participants. All services are free of charge.

22. DAWN: Prevention
The KIDS Program will offer psycho-educational support for families exposed to domestic violence. Areas of focus will include understanding domestic violence, individualized safety planning, conflict resolution skills building, emotion coaching, feelings identification and support around expressing feelings in healthy ways, as well as on-going post separation advocacy for the non-abusing parent. The program will include in-home visits as well as group work for kids and the non-abusive parent.

23. Eastside Legal Assistance Program: Legal Services
ELAP provides legal services through:1) Advice clinics where clients receive 1/2 hour (or 3/4 hour for Family and Immigration Law) consultations with a volunteer attorney: 2) Two hour consultations for DV survivors with a DV Staff Attorney, and where appropriate, brief services or full representation: 3) Brief or full representation by a volunteer attorney when needed after a clinic appointment; and 4) the Wills Project where volunteer attorneys draft simple wills, physicians directives, etc.

24. International Community Health Services: Dental
ICHS' Dental Clinics increase access to affordable, culturally and linguistically appropriate dental care and related services for low-income, uninsured or underinsured King County residents, particularly those who are limited English proficient immigrants and/or refugees. Funds support the cost of staff time to provide: 1) diagnostic, preventive, and restorative dental services, 2) linkages to other health and human services, 3) oral health education, and 4) enabling services.

25. King County Bar Association: Pro Bono Services
Pro Bono Services utilizes the volunteer services of over 1,300 attorneys, paralegals, and community members to provide free legal services to low income clients. We request funding for 2 of our 6 programs, Housing Justice Project (HJP) and Neighborhood Legal Clinics (NLC). Tenants facing eviction are

represented by HJP volunteers. Our 35 NLC locations help individuals resolve legal problems affecting basic needs - clients are given advice and guidance and may be referred to other PBS programs.

26. King County Sexual Assault Resource Center: Comprehensive Sexual Assault Services
English & Spanish sexual violence advocacy services for child, youth, & adult victims and families. Legal advocates help navigate the legal and criminal justice systems to hold offenders accountable. Case management & advocacy connects victims to services; intensive parent & caregiver psycho-education helps parents, plus 24hr crisis intervention & referrals by trained counselors. City funding supports these advocacy services. KCSARC provides therapy &
prevention not included in this proposal.

27. Multi-Service Center: Shelter & Transitional Housing
Multi-Service Center's Shelter and Transitional Housing helps families and individuals by providing housing and case management through the following elements: The Family Shelter provides temporary shelter and case management for homeless families. The transitional housing program provides service-enriched housing for homeless single adults in recovery and homeless families.

28. Orion: Employment Services
Orion provides case management, vocational assessment, skills training and job placement assistance to individuals with barriers to employment including those who are low income and/or who have disabilities. We provide this through transitional employment or participation in one of our training programs. We also provide direct job placement assistance to community residents. Our businesses and training programs include our Manufacturing Business & Training Program, Office Skills & Customer Service Training Program and Contact Center Training Business & Training Program.

29. Pediatric Interim Care Center: Interim Care of Drug-Exposed Infants
PICC's request is for general operating funding for its program of pediatric interim care for drug-exposed and medically fragile infants from communities throughout King County and Washington State. It is the only program providing 24-hour medical monitoring and nursing care to withdraw these infants from their drug-dependency and stabilize them for home care. Case management, caregiver training, and six months' follow-up are also provided.

30. Seattle-King County Dept. of Public Health: SKC Mobile Medical Van
The South King County Mobile Medical Van Program provides homeless people with medical and dental care services, substance use and mental health counseling, as well as enrollment into health care coverage and linkages to community-based social service providers. We request funds to maintain and expand the dental services we provide in six cities across South King County. The funds requested will be combined with other program grants to cover the full cost of dental services.

31. Sound Generations: Meals on Wheels
Meals on Wheels provides home-delivered meals and liquid supplements to homebound elders in King County. Through partnerships with 23 satellite sites, and a network of over 350 volunteers, we distribute more than 430,000 meals per year to food insecure and hungry seniors. Along with distributing healthy food, delivery drivers are often the first people to notice a decline in the health of clients and are trained to connect them to the array of services accessible
through Sound Generations.

32. Sound Generations: Volunteer Transportation
Sound Generations' Volunteer Transportation Program meets the mobility needs of King County seniors by providing a personalized, free, door-to-door transportation service. Over 400 volunteer drivers use their own vehicles to transport seniors to medical and other essential appointments, providing a vital link to community services for people who otherwise might remain home-bound and isolated. The volunteers provide more than a ride to the doctor; they empower seniors to age in place.

33. Sound Mental Health: Child & Family Community Services
CCS provides school and community based behavioral health services for children, youth and families with behavioral health; mental health and/or substance use issues. Providing community/school based services creatively engages hard to serve children/youth with complex behavioral health needs. Funding provides services for unfunded families care coordination activities not covered by health plans, teacher consultation, and uncompensated costs
associated with community based care.

34. Sound Mental Health: Low Income Counseling
Low Income Counseling (LIC) program provides comprehensive assessment, counseling/treatment, care coordination and access to psychiatric services/medication for low income children, individuals and families; with complex behavioral health concerns; who do not have funding; and/or have funding that does not cover complex needs, i.e. outreach, case management, phone support, and crisis services. LIC provides culturally appropriate, individualized treatment and comprehensive care coordination.

35. Sound Mental Health: PATH Homeless Outreach
SMH is requesting funding for PATH services, an umbrella name of 6 small contracts that provide outreach activities to serve sheltered and unsheltered homeless persons in SKC. In response to community calls or by conducting street outreach, staff connect with the homeless where they are found and try to engage, assess their needs, and/or connect them to social services and housing. Funds are being requested to increase ability to provide engagement and
case management services to individuals.

36. South King Council of Human Services: Capacity Building
SKCHS is creating an equitable and inclusive system of human services in South King County. The agency's Capacity Building Program incorporates this vision to support local agencies and regional efforts to elevate the needs of South King County. Individual agency capacity building includes grant writing, connection to resources and program operations support. Regional capacity building includes monthly council meetings, focus groups, and pooling resources to improve efficiencies among agencies.

37. SKC St. Vincent de Paul Stores: Emergency Services
We provide rent assistance for those facing eviction and utility assistance for individuals or families with utility shutoff notices. We also provide food, clothing furniture and household items to those in need. Our conference has been serving the community since 1950. We assist all families and individuals in need regardless of creed, ethnic or social background, health or gender.

38. St. Stephen Housing Association
St. Stephen Housing Association operates 20 units of temporary housing for homeless families in Kent and Auburn. Families work with Case Managers in two critical areas: increasing income and reducing barriers to obtaining housing. The program is moving to a more housing first approach, and seeking funding to increase support service capacity. The program serves families with higher barriers and continues case management for 6-12 months after families
move into permanent housing.

39. The Auburn Food Bank
The Auburn Food Bank is a volunteer directed organization that provides food, referrals, and emergency assistance to those in need. Home deliveries and financial assistance to keep families in their home are also part of our service.. Services are extended to residents living within the Auburn School District #408 boundaries. These services are provided year round by a coordinated and systematic approach to the collection and distribution of resources in a responsible and a caring way.

40. Treehouse: Graduation Success
Graduation Success is a comprehensive educational initiative that combines Student-Centered Planning and Check & Connect specifically to address needs of youth in foster care. Treehouse Education Specialists partner with caregivers, school staff and an in-school mentor to provide educational support to build each youth's engagement in their education and future. We monitor risk indicators, provide interventions, help youth build problem solving skills, and remove barriers to school success.

41. Ukrainian Community Center of Washington: Refugee Assistance This program is designed for refugee and immigrant individuals and provides them with education and addresses full spectrum of their needs. Program's staff and service delivery are linguistically and culturally appropriate and reflect the unique needs of the target population. The primary activities include: 1) Cultural Orientation; 2) Intensive Case Management
42. Ukrainian Community Center of Washington: Crisis Family Intervention Program (CFIP) UCCW intends to continue provide its existing family support services to the Ukrainian/Russian speaking refugees and immigrants of King County, Washington. These services are culturally and linguistically tailored and delivered to meet the needs of the target population and include: Professional Mental Health Counseling and Parenting Education Sessions.
43. YWCA Seattle-King-Snohomish: Children's Domestic Violence The Children's Domestic Violence Program (CDVP) is the only one of its kind in Washington State. CDVP Advocates work on an individualized level with each child and their non-abusive caregiver during 1:1 home visits. The program includes a culturally-specific, 10-week curriculum composed of activities specifically designed to help children heal from the effects of witnessing domestic violence. Program staffed are based out of our South King County Regional Center in downtown Renton.
44. YWCA Seattle-King-Snohomish: Domestic Violence The YWCA Domestic Violence Program provides community advocacy, legal advocacy, support groups, and financial education services to adults and youth who are victims/survivors of domestic or dating violence. The program includes culturally-specific services for African-American families/families of color. Part of the Specialized and Integrated Services division of the YWCA, the program is located at our Regional Center in downtown Renton.
45. YWCA Seattle-King-Snohomish: Auburn Transitional Housing The YWCA Auburn Transitional Housing Program (ATHP) serves homeless families, providing specialized ,culturally-specific services for African-American families/families of color. The program is composed of 12 units of transitional housing, accessible through Coordinated Entry, in the city of Auburn. The core features are intensive case management, advocacy, and housing/employment stability. Families are connected to a broad network of supportive services by external partners when appropriate.
46. YWCA Seattle-King-Snohomish: Emergency Housing YWCA Emergency Housing Program (EHP) has six units of safe emergency shelter for homeless families with children. YWCA staff provide culturally-specific supportive services and housing navigation for up to 180 days which are intended to be the primary steps in the progress of the family toward long term financial and housing stability. Each family receives case management, advocacy, and referral services addressing basic needs and the search for more stable housing (transitional or permanent).

Other programs funded with General Fund 1% for Human Services dollars:

The programs noted here are performed directly by or in partnership with the City of Auburn

Agency	Amount
City of Auburn – Senior Center – Salad Bar	$5,000
City of Auburn – Parks – Get Up & Get Out	$16,000
City of Auburn – Community Services Neighborhood Matching Grants	$15,000
City of Auburn – Community Services Homeless Task Force Recommendations	$20,000
Auburn Valley YMCA Community Learning Centers	$20,000
Auburn Valley YMCA/Auburn School District Before & After School Partnership	$30,000
South King Housing and Homelessness Partnership (SKHHP) South King County Housing Planner	$5,000
The Auburn Food Bank Emergency Housing Vouchers	$15,000
The Auburn Food Bank Inclement Weather Shelter Partnership	$5,000
TOTAL:	**$131,000**

Comparative Human Services Funding in South King County (2015-2016 numbers)

Auburn	**$775,000** **(1% of GF; also approx. $90,000 for direct service delivery)**
Burien	$275,000 (1.25% of GF; had previously been at 1%; the extra .25% or $55,000 is to address homelessness)
Covington	$126,500 (Covington's Comp Plan recommends 2% of their budget, but they're probably closer to 1% in actual funding)
Federal Way	$587,164 (no formula)
Kent	$890,000 ($7.33/resident)
Renton	$562,000 (no formula; $30,000 of which is used for either the parallel funding process, capacity building for agencies, or critical services/TBD)
SeaTac	$517,000 (1.5% of GF; also $8,800 for direct services)
Tukwila	$365,170 (no formula)

Note: Some cities use percentage formulas or cost per resident; some reflect staffing; some include other direct services, etc. - but not all

City of Auburn Human Services Funding Recommendations 17-18

Agency/Program	Recommendation	Request	15-16 Funding	Agency Budget (2015)	Program Budget (2015)	Program % of Budget	Auburn Residents Served (2015)
32. Sound Generations: Volunteer Transportation	$5,000	$24,310	$5,000	$18,921,514	$538,287	2.8%	99
33. Sound Mental Health: Child & Family Community Services	$10,000	$20,000	N/A	$55,435,300	$64,668	0.1%	110
34. Sound Mental Health: Low Income Counseling	$10,000	$25,000	N/A	$55,435,300	$49,919	0.1%	195
35. Sound Mental Health: PATH Homeless Outreach	$7,500	$10,000	5,000	$55,435,300	$255,000	0.5%	72
36. South King Council of Human Services: Capacity Building	$7,000	$10,000	5,000	$138,001	$135,000	97.8%	57
37. South King County St. Vincent de Paul Stores: Emergency Services	$15,000	$20,000	10,000	$115,866	$115,866	100.0%	590
38. St. Stephen Housing Association:	$10,000	$10,000	N/A	$252,566	$252,566	100.0%	4
39. The Auburn Food Bank	$35,000	$40,000	35,000	$567,000	$567,000	100.0%	12,563
40. Treehouse: Graduation Success	$5,000	$10,000	N/A	$10,625,911	$3,530,486	33.2%	28
41. Ukrainian Community Center of Washington: Refugee Assistance	$7,500	$15,000	7,500	$373,742	$107,800	28.8%	138
42. Ukrainian Community Center of Washington: Crisis Family Intervention Program	$5,000	$15,000	5,000	$373,742	$113,000	30.2%	20
43. YWCA Seattle-King-Snohomish: Children's Domestic Violence	$5,000	$5,000	5,000	$33,186,352	$91,828	0.3%	35
44. YWCA Seattle-King-Snohomish: Domestic Violence	$20,000	$20,000	20,000	$33,186,352	$235,179	0.7%	72
45. YWCA Seattle-King-Snohomish: Auburn Transitional Housing	$14,000	$14,000	14,000	$33,186,352	$103,843	0.3%	60
46. YWCA Seattle-King-Snohomish: Emergency Housing	$4,000	$4,000	4,000	$33,186,352	$102,761	0.3%	12
SUBTOTAL:	**$443,300**	$718,206					29,619
Other programs total (see pg. 8)	**$131,000**						
TOTAL GENERAL FUND DOLLARS	**$574,300**						
Green bar denotes new program							
Red text denotes estimate for new program							

City of Auburn Human Services Funding Recommendations 17-18

Agency/Program	Recommendation	Request	15-16 Funding	Agency Budget (2015)	Program Budget (2015)	Program % of Budget	Auburn Residents Served (2015)
1. Apprenticeship & Non-traditional Employment for Women (ANEW)	$5,000	$22,500	N/A	$477,516	$477,516	100%	13
2. Auburn Pregnancy Aid	$5,500	$5,500	$5,000	$14,333	$14,333	100.0%	468
3. Auburn Respite	$10,000	$20,000	$10,000	$24,000	$33,000	137.5%	11
4. Auburn Youth Resources: Drop-In	$30,000	$85,000	$85,000	$5,651,122	$212,923	3.8%	203
5. Birth to Three Developmental Center	$15,000	$15,000	$10,000	$2,655,771	$349,185	13.1%	91
6. Catholic Community Services: Emergency Assistance	$10,000	$10,000	N/A	$26,548,992	$267,442	1.0%	58
7. Catholic Community Services: HOME	$16,500	$16,500	$15,000	$26,548,992	$276,853	1.0%	24
8. Catholic Community Services: Katherine's House & Rita's House	$5,500	$5,500	$5,000	$26,548,992	$238,303	0.9%	1
9. Catholic Community Services: CHORE Services	$6,000	$10,000	$3,000	$26,548,992	$429,876	1.6%	37
10. ChildCare Resources: Child Care Consumer Education & Provider Quality Improvement	$5,000	$9,048	N/A	$8,199,653	$817,394	10.0%	288
11. Children's Home Society: Auburn Family Resource Center	$15,000	$30,000	$20,000	$20,162,558	$24,999	0.1%	96
12. Children's Therapy Center: Special Needs	$10,800	$10,800	$10,000	$8,705,690	$8,705,690	100.0%	195
13. Christ Community Free Clinic	$15,000	$20,000	$20,000	$54,650	$54,650	100.0%	928
14. Communities in Schools: Students in Need	$8,000	$20,000	$5,000	$292,307	$292,307	100.0%	470
15. Consejo Counseling & Referral Service: DV Community Advocacy Program	$10,000	$20,000	$10,000	$5,766,351	$801,437	13.9%	21
16. Courage360: Employment Services Continuum	$5,000	$8,000	$8,000	$1,381,184	$248,511	18.0%	3
17. Crisis Clinic: Crisis Line	$1,000	$7,500	$1,000	$4,958,841	$1,378,390	27.8%	4,485
18. Crisis Clinic: King County 2-1-1	$5,000	$15,000	$1,000	$4,958,841	$1,710,008	34.5%	5,935
19. Crisis Clinic: TeenLink	$2,500	$4,500	$1,000	$4,958,841	$407,924	8.2%	375
20. DAWN: Community Advocacy Program (CAP)	$3,000	$7,400	N/A	$1,839,000	$661,203	36.0%	226
21. DAWN: Housing	$1,000	$10,000	$9,000	$1,839,000	$661,203	36.0%	23
22. DAWN: Prevention	$5,000	$5,000	N/A	$1,839,000	$75,000	4.1%	20
23. Eastside Legal Assistance Program: Legal Services	$5,000	$13,675	N/A	$615,459	$615,459	100.0%	52
24. International Community Health Services: Dental	$5,000	$10,538	N/A	$35,485,120	$7,445,048	21.0%	95
25. King County Bar Association: Pro Bono Services	$2,000	$2,000	N/A	$1,351,723	$1,351,723	100.0%	975
26. King County Sexual Assault Resource Center: Comprehensive Sexual Assault Services	$22,500	$24,525	$22,500	$4,183,709	$2,611,303	62.4%	194
27. Multi-Service Center: Shelter & Transitional Housing	$8,000	$8,000	$8,000	$13,615,226	$385,361	2.8%	10
28. Orion: Employment Services	$20,000	$28,000	$15,000	$28,659,386	$872,957	3.0%	77
29. Pediatric Interim Care Center: Interim Care of Drug-Exposed Infants	$12,000	$12,000	$10,000	$1,686,709	$1,686,709	100.0%	5
30. Seattle-King County Dept. of Public Health: SKC Mobile Medical Program	$12,000	$12,000	$10,000	$165,864,085	$829,308	0.5%	48
31. Sound Generations: Meals on Wheels	$7,000	$7,910	$7,000	$18,921,514	$2,146,454	11.3%	137