	City Council Meeting **September 21, 2015 - 7:00 PM** **Auburn City Hall** **AGENDA** Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.

I. **CALL TO ORDER**

A. **Pledge of Allegiance**

B. **Roll Call**

II. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

A. Constitution Week Proclamation
Mayor Backus to proclaim the week of September 17-23, 2015 as "Constitution Week" in the City of Auburn

B. Prostate Cancer Awareness Month
Mayor Backus to proclaim the month of September 2015 as "Prostate Cancer Awareness Month" in the City of Auburn

C. National Recovery Month
Mayor Backus to proclaim the month of September 2015 as "National Recovery Month" in the City of Auburn

D. Filipino American History Month
Mayor Backus to proclaim the month of October 2015 as "Filipino American History Month" in the City of Auburn

E. Community Planning Month
Mayor Backus to proclaim October 2015 as "National Community Planning Month" in the City of Auburn

III. **APPOINTMENTS**

A. Junior City Council Reappointments
City Council to approve the reappointment of Sydney Campbell to the Junior City Council for a two year term to expire August 31, 2017.

B. Junior City Council Reappointments
City Council to approve the reappointment of Tyler Cushing to the Junior City Council for a two year term to expire August 31, 2017.

IV. **AGENDA MODIFICATIONS**

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

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

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

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

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. **Minutes of the April 13, 2015 Council Study Session***

B. **Minutes of the June 22, 2015 Council Study Session***

C. **Minutes of the August 3, 2015 City Council Meeting***

D. **Minutes of the August 24, 2015 Special City Council Meeting***

E. **Claims Vouchers (Coleman)**
Claims voucher numbers 4349890 through 435177 in the amount of $5,314,235.24 and four wire transfers in the amount of $102,480.77 and dated August 17, 2015.

F. **Claims Vouchers (Coleman)**
Claims voucher numbers 435178 through 435422 in the amount of $2,854,461.04 and three wire transfers in the amount of $191,409.00 and dated September 8, 2015.

G. **Claims Vouchers (Coleman)**
Claims voucher numbers 435423 through 435601 in the amount of $7,985,514.28 and 7 wire transfers in the amount of $681,973.33 and dated September 21st, 2015.

H. **Payroll Vouchers (Coleman)**
Payroll voucher numbers 535766 through 535797 in the amount of $933,581.50 and electronic deposit transmissions in the amount of $1,368,030.79 for a grand total of $2,301,612.29 for the period covering July 30, 2015 to August 12, 2015.

I. **Payroll Vouchers (Coleman)**
Payroll voucher numbers 535798 through 535827 in the amount of $318,003.38 and electronic deposit transmissions in the amount of $1,394,029.06 for a grand total of $1,712,032.44 for the period covering August 13, 2015 to August 26, 2015.

J. **Payroll Vouchers (Coleman)**
Payroll voucher numbers 535828 through 535860 in the amount of $965,362.59, electronic deposit transmissions in the amount of $1,362,361.09 for a grand total of $2,327,723.68 for the period covering August 27, 2015 to September 16, 2015.

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

VIII. **UNFINISHED BUSINESS**

IX. **NEW BUSINESS**

A. **SCORE Jail Statistics* (Mayor Backus)**

X. **RESOLUTIONS**

A. **Resolution No. 5163* (Snyder)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute Public Way Agreement No. 15-22 between the City of Auburn and Sprint Communications Company L.P.

(RECOMMENDED ACTION: City Council adopt Resolution No. 5163.)

B. **Resolution No. 5165* (Heid)**
A Resolution of the City Council of the City of Auburn, Washington, expressing support for the King County Proposition No. 1, a regular property tax levy for children, youth, families and communities

KING COUNTY PROPOSITION NO. 1

REGULAR PROPERTY TAX LEVY

FOR CHILDREN, YOUTH, FAMILIES AND COMMUNITIES

The King County Council passed Ordinance No. 18088, concerning funding to improve well-being of children, youth, families and communities. If approved, this proposition would provide funding for prevention and early intervention to achieve positive outcomes related to: healthy pregnancy; parental and newborn support; healthy child and youth development; the health and well-being of communities; and crisis prevention and early intervention for children and youth, including for domestic violence and homelessness. The measure would authorize an additional regular property tax of $0.14 per $1,000 of assessed valuation for collection beginning in 2016, and authorize maximum annual increases of 3% in the succeeding 5 years. Should this proposition be:

____ Approved

____ Rejected

(RECOMMENDED ACTION: City Council adopt Resolution No. 5165.)

C. **Resolution No. 5167* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a second addendum to the Transit Service Direct Financial Partnership Agreement between the City of Auburn and King County

(RECOMMENDED ACTION: City Council adopt Resolution No. 5167.)

D. **Resolution No. 5168* (Snyder)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the relinquishment of its interest in sewer easements at 1905 Howard Road Southeast, in the City of Auburn

(RECOMMENDED ACTION: City Council adopt Resolution No. 5168.)

E. **Resolution No. 5169* (Hinman)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing acceptance of a grant from the Washington State Military Department in the amount of forty-nine thousand three hundred sixty-six dollars ($49,366.00) from the United States Department of Homeland Security Emergency Management Performance Grant program, and authorizing the Mayor to execute necessary agreements to accept and expend said funds

(RECOMMENDED ACTION: City Council adopt Resolution No. 5169.)

F. **Resolution No. 5170* (Lee)**
A Resolution of the City Council of the City of Auburn, Washington, declaring a certain firemarm as surplus property and approving its sales to a retired police officer

(RECOMMENDED ACTION: City Council adopt Resolution No. 5170.)

G. **Resolution No. 5171* (Snyder)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept a grant from the Washington State Department of Transportation through the Pedestrian and Bicycle Safety Program for the 22nd Street NE And I Street NE intersection

(RECOMMENDED ACTION: City Council adopt Resolution No. 5171.)

XI. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. **From the Council**

B. **From the Mayor**

XII. 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:
Minutes of the April 13, 2015 Council Study Session

Date:
September 1, 2015

Department:
Administration

Attachments:
Minutes of the April 13, 2015 Study Session

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: September 21, 2015

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Study Session** **April 13, 2015 - 5:30 PM** **Auburn City Hall** **MINUTES**

I. CALL TO ORDER

Deputy Mayor Holman called the meeting to order at 5:30 p.m. in the Council Chambers at Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

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

City officials and staff members present included: Mayor Nancy Backus, Innovation and Technology Operations Manager Ashley Riggs, Innovation and Technology Customer Support Manager Reba Stowe, Public Affairs and Marketing Manager Dana Hinman, Parks, Arts and Recreation Director Daryl Faber, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Chief of Police Bob Lee, City Attorney Daniel B. Heid, Assistant City Engineer Jacob Sweeting, and City Clerk Danielle Daskam.

II. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Council Ad Hoc Committee on Committees (40 Minutes)

Members of the Council Ad Hoc Committee on Committees, comprised of Councilmembers Largo Wales, Claude DaCorsi and Rich Wagner, presented a PowerPoint presentation on the analysis of the effectiveness of Auburn City Council representation on Committees, Boards, Councils and other external groups.

Councilmember Wagner reviewed the outline of the presentation and discussed the process of analysis by the ad hoc committee, including identifying the numerous external groups that the City Councilmembers participate in, measuring the effectiveness of the external groups, the annual cost to participate in the group and the estimated City revenue that is leveraged by the cost to participate.

Councilmember Wales spoke regarding the expected progression of a City Councilmember's involvement in external groups and the types of skills, training and experience needed to serve on external groups. For example, a Councilmember's experience with business budgets, business writing, technical expertise, public speaking and other board experience will assist in determining the best fit for committee/group membership. Councilmember Wales and the ad hoc committee strongly recommend Councilmembers attain the Association of Washington Cities

Certificate of Municipal Leadership and Advanced Certificate of Municipal Leadership.

Councilmember Wagner led the discussion on the external groups and their measures of effectiveness. Councilmember Wagner reported 39 external groups were identified. The ad hoc committee segregated the groups among eight different subject areas: economic development, education, environment, health, legislative, planning, public safety, transportation and legislative. Each external group was also rated on their measure of effectiveness: potential value to Auburn, legislative influence, and networking and other subjective value. The cost of participation (travel, meals, etc) was included but for reference only.

Councilmember Wagner stated the index of group effectiveness is intended as a guide for representatives to decide if a group is "worth it"; based on its importance, each group is assigned a percentage weight; the total of the 39 group percentages must add up to 100%; a zero to five "rating" is given to the 3 value measures for each group; those ratings are added up and multiplied by the percentage weight; the result is multiplied by ten to "normalize" the index value; in the ad hoc committee's draft matrix, index values range from 0.3 to 6.0.

Councilmember Wagner displayed a sample matrix for Council review. Each Councilmember will be asked to complete their own matrix and rating of the 39 groups.

Councilmember DaCorsi reviewed questions to be considered: 1) How does a Councilmember become a City representative to an external group? 2) Do peoples' strengths and interests align with their representation roles? 3) For groups with a low index of effectiveness, should the City be represented? 4) Is work load equitably distributed among the seven Councilmembers? 5) What kind of reporting is expected?

Councilmember Wales reviewed the draft Reporting Template which will be used by all Councilmembers to make reports on the activities of the external groups.

Councilmember Wales also reviewed the number of external groups per Councilmember.

Councilmember DaCorsi explained that each Councilmember will be asked to respond to the questions to be considered, which were outlined earlier. Comments will be compiled and disseminated to the full Council.

Councilmember Wales reviewed the next steps. Each Councilmember will rank the three Measures of Effectiveness for the 39 external groups. Councilmembers should suggest changes to the matrix.

Mayor Backus advised Councilmembers to hold their matrices and comments so as to not violate the Open Public Meetings Act. The City Attorney will provide guidance, and the Council will be informed on how to

proceed. The intent is to update the matrix using the Councilmembers' input. The updated matrix would serve as a guide to Councilmembers and the Mayor in discussions regarding representation on external groups. The matrix would be updated annually.

The reporting template will be submitted to the Mayor and distributed to other Councilmembers by the Mayor.

Councilmember Wagner encouraged all Councilmembers to re-evaluate the weighting and ratings of each group.

B. Public Works Project No. CP1412 - Auburn Community Center and Youth Center Project (20 Minute Presentation 10 Minute Discussion) (Sweeting)

Assistant City Engineer Jacob Sweeting and Architect Stan Lokting, Principal Architect of ARC Architects, presented an update on Public Works Project No. CP1412, the Auburn Community Center and Youth Center Project at Les Gove Community Campus. The project team is currently progressing through the Design Development stage, or 60% design phase. This phase further develops the design to refine the building floor plan, materials, mechanical and electrical systems, finishings, parking lot, and utility connections. Potential traffic impacts and possible mitigation measures are being evaluated. The SEPA process has been initiated and is open for public comment.

Construction of the Community Center and Youth Center will start in August 2015 and will open in June 2016.

Mr. Lokting spoke regarding the technical development of the drawings and meeting the original intent of design, including fitting well with the existing buildings and finding a color and material palette that is neutral, natural and appropriate for the campus setting. However, the building materials would also have to meet budget and maintenance expectations, as well as provide sustainable design and meet LEED Silver building standards.

Mr. Lokting reviewed some updated images, which reflect the selection of the building materials. The youth center has brick and wood ceiling and beams. The gymnasium has aluminum siding and aluminum windows. Mr. Lokting displayed a sample of the materials for the siding, glass, panels, and ceiling.

Councilmember Wales questioned whether the siding will hold up to potential vandalism and the maintenance and cleaning of the roof. Mr. Lokting stated graffiti can be remedied through coatings; however, other types of defacement cannot be prevented. Mr. Lokting stated the roof is a low-slope roof and will essentially be self-cleaning. To meet the LEED credits, the roof must be a cool roof.

In response to questions from Councilmember DaCorsi, Mr. Lokting stated the roof is PVC and matches the roof at the gymnasium.

Councilmember Wagner inquired regarding transitions and thresholds.

Mr. Lokting stated from the inside to outside at the lobby and main entrances, there are flush transitions; the thresholds between some rooms will be 1/4 inch or 1/2 inch. In response to questions from Councilmember Wagner regarding the use of carts, as in the case of the Mercer Island Community Center, Director Snyder stated staff is not supportive of carts and operationally, there is no planned programming that would require carts. However, the transitions and thresholds will meet ADA accessibility requirements.

In response to questions from Councilmember DaCorsi, Mr. Lokting stated the ceiling will be cross-laminated timber (CLT), which is installed in panels.

Assistant City Engineer Sweeting reported staff will be back in June to provide a project update and review interior features and materials.

C. Ordinance No. 6560 - Communal Residences (30 Minutes) (Tate)
An Ordinance of the City Council of the City of Auburn, Washington, amending sections 18.04.031, 18.04.125, 18.04.249, 18.04.390, 18.04.440, 18.04.660, 18.04.835, 18.04.891, 18.07.020 and 18.31.130 of the Auburn City Code relating to Communal Residences

Assistant Director of Community Development Services Jeff Tate reviewed proposed Ordinance No. 6560 related to communal residences.

The effect of Ordinance No. 6560 is to lift the existing moratorium on communal residences enacted by Resolution No. 5079 and establish regulations for review, licensing and land use standards for future communal residences.

On June 16, 2014, the City Council adopted Resolution No. 5079 establishing the moratorium on communal residences in response to potential gaps or concerns with existing regulations. In particular, two conditional use permits were granted by the Hearing Examiner for communal residences in which up to seven residents can reside.

After the enactment of the moratorium, staff presented a series of draft code amendments to the Planning Commission. On March 17, 2015, the Planning Commission held a public hearing on the draft amendments. At the conclusion of the public hearing, the Planning Commission deliberated on the code amendments and voted to make modifications to the staff recommendation and to recommend the City Council adopt the amendments as contained in proposed Ordinance No. 6560.

The changes to the code include:

1. Limit the occupancy to four tenants and eliminate the ability to obtain a conditional use permit to increase the number of tenants.

2. Clarifies in the definition section that a communal residence is a form of business activity and that other housing arrangements defined in the code are not communal residences.

3. Requires one on-site parking space be designated for each tenant with an option for the property owner to provide an affidavit that the tenant does not have a vehicle.

The ordinance preserves the requirement for an annual inspection of a communal residence.

Council can accept the recommendation of the Planning Commission and adopt Ordinance No. 6560; or the Council can remand the code amendments back to the Planning Commission for further consideration if there are questions or concerns from Council; or the Council could conduct its own public hearing to address any further issues.

In response to a question from Councilmember Wales, Assistant Director Tate reported seven communal residence licenses were issued prior to the moratorium; two of the licenses were approved through the conditional use permit process and are for residences that exceed four tenants. The two conditional use permits were issued with some performance standards set by the Hearing Examiner. As long as the licenses are in good standing, the communal residences can continue.

Councilmember DaCorsi inquired regarding the proposed parking standards and the consequences for a residence that is unable to provide the required parking spaces for a communal residence. Assistant Director Tate explained that part of the review for a communal residence license is to review the site plan and perform a site visit to ensure adequate parking is available. Mr. Tate also pointed out that the city code limits the amount of lot coverage that can be used for parking and parking must be on an approved improved surface.

In response to questions from Councilmember Osborne, Assistant Director Tate reported there was testimony in favor of the amendments at the Planning Commission hearing. The Planning Commission's vote for the recommended amendments was 6-1.

III. OTHER DISCUSSION ITEMS

Councilmember DaCorsi suggested that the subject of homelessness in the region be slated for an upcoming Council study session.

Mayor Backus reported she is creating a Mayor's roundtable or task force on homelessness.

IV. ADJOURNMENT

There being no further discussion, the meeting adjourned at 6:56 p.m.

APPROVED this ____ day of _____, 2015.

_____ _____

NANCY BACKUS, MAYOR Danielle Daskam, City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the June 22, 2015 Council Study Session

Date:
August 18, 2015

Department:
Administration

Attachments:
6-22-2015 minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: September 21, 2015

Item Number: CA.B

CITY OF AUBURN WASHINGTON	**City Council Study Session** **June 22, 2015 - 5:30 PM** **Auburn City Hall** **MINUTES**

I. CALL TO ORDER

Deputy Mayor Holman called the meeting to order at 5:30 p.m. in the Council Chambers at Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

City Councilmembers present: Deputy Mayor Holman, Rich Wagner, Bill Peloza, Wayne Osborne, Claude DaCorsi andYolanda Trout. Councilmember Wales was excused.

City officials and staff members present included: Mayor Nancy Backus, City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering and City Engineer Ingrid Gaub, Street Systems Engineer Jai Carter, Chief of Police Bob Lee, Director of Administration Michael Hursh, Veterans and Human Services Coordinator Erica Azcueta, AmeriCorps Volunteer Erika Klyce, Public Affairs and Marketing Manager Dana Hinman, Emergency Preparedness Manager Sarah Miller, IT Operations Manager Ashley Riggs, IT Customer Support Manager Reba Stowe, and Deputy City Clerk Shawn Campbell.

II. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Veterans Services Presentation (15 Minute Presentation/10 Minute Q&A) (Hursh)

Director Hursh explained the City is working toward making the benefits and services offered to veterans in the City more permanent. The City received a grant from AmeriCorps for the services of Erika Klyce. Ms. Klyce is working specifically on veterans services.

Ms. Klyce explained that AmeriCorps is a national program which provides nonprofit entities a volunteer for 10.5 months to one year for program development. The City of Auburn applied for assistance with the Veterans Services program. In King County there are currently 17,285 veterans and in Pierce County there are 89,366. Approximately 45% of military personnel who are leaving Joint Base Lewis McChord plan to stay in the Puget Sound area.

Ms. Klyce explained the City has a Veterans Services Division that provides support and assistance for veterans and their families, hosts community projects for veterans such as Holiday Mail for Heroes, publishes a newsletter for veterans, engages with local businesses to help veterans with employment, and provides outreach to local veterans to help them know the resources that are available. The City is working on creating a one-stop-service center that would bring together representatives from many organizations in one place making available services easier for veterans.

Councilmember Peloza asked why the City is not using the American Legion more as a resource. Ms. Klyce stated she has communicated with the American Legion. Director Hursh explained the City has reached out to the various veterans service groups sharing the services the City provides.

Councilmember Wagner asked how the City intends to find funding for the one-stop-service center for veterans. Directors Hursh explained the Mayor and Council have been supportive in their commitment to the center. The City will continue to look for opportunities for funding.

Councilmember Trout asked if the veterans who come in for assistance with finding resources are residents of the City. Ms. Klyce explained that most of the people are local in some way either they live here or work in the area. Veterans seeking services typically have some tie to the City.

Councilmember DaCorsi asked with the soldiers leaving Joint Base Lewis McChord what the projected success rate of veterans getting jobs and being successful once they retire from the military. Ms. Klyce explained they do not have a specific number but Joint Base Lewis McChord has developed programs to help veterans transition from the military to civilian life.

B. Resolution No. 5143 (5 Minute Presentation/10 Minute Q&A) (Hursh)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the City of Auburn to adopt the Intergovernmental Agreement for EMAC and PNEMA assistance between the Washington Military Department and the City of Auburn

Emergency Preparedness Manager Miller introduced Resolution No. 5143. The resolution is a renewal of a mutual aid agreement between the Washington Military Department and the City of Auburn. There is not a dollar amount directly linked to this agreement. If the military needs a person to help with a specific incident this agreement allows the City to loan the employee without

an interruption to the employee's dates of service or benefits.

Deputy Mayor Holman asked how the agreement worked when the City sent employees to help with the OSO landslide. Emergency Preparedness Manager Miller explained she was able to assist with the OSO landslide under a Washington State agreement. This agreement would allow employees to go to other states and Canada. If a person is deployed, they become an employee of the State of Washington. The employee will continue to receive pay and benefits from City, and the City will bill the State for reimbursement.

C. 2014 Save Our Streets Year End Report (10 Minute Presentation/10 Minute Q&A) (Snyder)

Assistant Director Gaub and Street Systems Engineer Carter introduced the 2014 Save our Streets Year End report. Since the program's inception in 2005, the City has worked on 48 miles of streets.

The 2014 Citywide Pavement Patching and Overlay Project was delayed to early 2015 and included 0.49 miles of asphalt overlay. The 2014 Local Street Pavement Reconstruction Project was used to rebuild the pavement on 0.72 miles of local streets throughout the City. The project also replaced 3,977 linear feet of storm drainage pipes; upgraded 2,521 linear feet of undersized or old water main lines and replaced 68 water meter service connections; and installed 595 linear feet of sanitary sewer line using utility funds.

The rating system used previously rated the streets on different criteria than the current system. The City chooses streets to repair or replace based on the rating system. The new rating systems provides a more comprehensive assessment of the pavement condition.

Using the 2015 City Wide Pavement, Patching and Overlay Project, the City will preserve streets in fair to poor condition by overlaying 0.83 miles of roadways. With the 2015 Local Street Pavement Reconstruction Project, the City will rebuild 0.88 miles of roadway throughout the City.

Councilmember DaCorsi asked how the City chooses to patch and overlay versus restoration of a street. Street Systems Engineer Carter explained the City looks at the pavement condition. An overlay will get 15 -20 years of street life while a reconstruction of a street will get a 20-30 year life.

Councilmember Wagner asked if the subgrade can be rated as well as the pavement. Street Systems Engineer Carter stated it would take additional equipment to test the strength of the soil.

Councilmember Trout asked if the City is nearing completion of the Save Our Streets Program. Street Systems Engineer Carter stated the City streets currently have an average rating of 67; the goal of the City is to have the average at a minimum of 70 CPI. The City incurs additional cost when a street is reconstructed because the City replaces all of the underground infrastructure.

Councilmember Peloza noted the City is adding $600,000.00 to the streets fund.

III. OTHER DISCUSSION ITEMS

Councilmember Peloza requested a report on the Auburn Valley Humane Society.

IV. ADJOURNMENT

There being no further discussion, the meeting adjourned at 6:07 p.m.

APPROVED this _____ day of _____, 2015.

_____ _____

JOHN HOLMAN, DEPUTY MAYOR Shawn Campbell, Deputy City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the August 3, 2015 City Council Meeting

Date:
September 1, 2015

Department:
Administration

Attachments:
Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: September 21, 2015

Item Number: CA.C

CITY OF AUBURN WASHINGTON	**City Council Meeting** **August 3, 2015 - 7:00 PM** **Auburn City Hall** **MINUTES**

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

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

Department Directors and staff members present included: City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Utilities Engineering Manager Lisa Tobin, Engineering Aide Amber Price, Public Affairs and Marketing Manager Dana Hinman, Transportation Manager Pablo Para, Parks, Arts and Recreation Director Daryl Faber, Environmental Services Manager Chris Andersen, Innovation and Technology Operations Manager Ashley Riggs, Innovation and Technology Customer Support Manager Reba Stowe, Assistant Chief of Police Bill Pierson, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Backus and City Councilmembers joined in wishing Deputy Mayor Holman a very happy birthday.

III. APPOINTMENTS

There was no appointment for Council consideration.

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Right-of-Way Vacation V4-14 (Snyder)
   City Council to conduct a public hearing on the proposed vacation of right-of-way located on the south side of South 318th Street, east of 56th Avenue South (Vacation V4-14)

   Engineering Aide Amber Price presented the background on the request of Hastings 10, LLC for vacation of the right-of-way, consisting of the south five feet of South 318th Street, east of 56th Avenue South. The applicant currently owns the adjacent parcel to the south and is proposing to incorporate the right-of-way in the development of the adjacent property.

Ms. Price displayed the area sought for vacation on a map. (A version of the same map was included in the Council agenda packet.)

The right-of-way was deeded to King County for street purposes in 1944 and annexed to Auburn in 2008. Staff members support the vacation. The appraised value of the right-of-way proposed for vacation is $4,700.00, and staff recommends full compensation for the value of the right-of-way be required since the right-of-way has been right-of-way for more than 25 years.

Mayor Backus opened the public hearing at 7:04 p.m.

Hilda Meryhew, 5641 S. 318th Street, Auburn
Mr. Meryhew submitted a letter related to her current boundary line dispute with the Hasting property and Summit Homes. Ms. Meryhew read her letter in its entirety. Ms. Meryhew acknowledged her dispute is a civil matter between her and the developer.

Genelle Smay, 5655 S. 318th Street, Auburn
Ms. Smay owns property east of the Hastings/Summit Homes project. She also provided background on the current property line dispute with Hastings/Summit Homes.

City Attorney Heid explained when the City vacates right-of-way, the vacated property goes to the adjacent property owner. The property line dispute is not affected by the vacated right-of-way.

City Attorney Heid also explained that the City cannot approve a plat development, which includes claims that are not addressed. The developer is proposing Tract B, along the easterly line of the property be set aside pending the resolution of the civil dispute. The vacation is unrelated to the boundary line dispute.

Councilmember Peloza expressed concern with learning about the boundary line dispute at the Council meeting.

In response to questions from Councilmember Wagner, Assistant Director of Engineering Services/City Engineer Gaub explained that the current right-of-way standards are based on the street classification. Approximately fifteen years ago, the City right-of-way standards were changed based on the street classification. The right-of-way standard for 318th is 50 feet.

Director Snyder reiterated that the property line dispute is between two private parties and emphasized a private property dispute is not a consideration in deeming whether right-of-way is needed for public purposes.

Assistant Director/City Engineer Gaub displayed a map of the area sought for vacation. Assistant Director Gaub explained the developer created a Tract B, comprised of the area in dispute, and which is not included in the lots created by the plat.

Councilmember Wagner questioned the existing rights-of-way on Lea Hill. Assistant Director/City Engineer Gaub explained the rights-of-way set

aside by King County many years ago are at 60 foot widths; however, the City's standards provide that local residential streets require less than 60 foot widths and arterials require more than 60 feet in right-of-way.

Gerald Anderson, 5671 S. 318th Street, Auburn
In response to comments made by Mr. Anderson, Director Snyder explained the right-of-way vacation process outlined in state law. The City follows state law and rules adopted by the City Council.

There being no further comments, Mayor Backus closed the public hearing at 7:34 p.m.

2. Public Hearing on 2016-2021 Transportation Improvement Program Modification (Snyder)
City Council to conduct a public hearing to receive public comments and suggestions with regard to the proposed modification to the 2016-2021 Transportation Improvement Program (TIP)

Transportation Manager Pablo Para presented the background information on the public hearing to consider an amendment to the 2016-2021 Transportation Improvement Program. State law allows the amendment or revision of the Transportation Improvement Program only after conducting a public hearing. Staff proposes to amend Transportation Improvement Program Project #69, 22nd and I Street NE Intersection, to reflect a secured grant. The project name and description are revised to be consistent with the grant agency requirements.

Mayor Backus opened the public hearing at 7:35 p.m. There being no comment, the hearing was closed.

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

There was no audience participation.

C. **Correspondence**

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember Wales reported on behalf of the Council ad hoc committee that reviews claims and payroll vouchers. Councilmember Wales reported Councilmember Osborne and she reviewed the claims and payroll vouchers as presented on this evening's Consent Agenda and recommends their approval.

VII. CONSENT AGENDA

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

A. Minutes of the May 26, 2015 Study Session

B. Minutes of the July 20, 2015 City Council Meeting

C. Claims Vouchers (Coleman)
Claims voucher numbers 434746 through 434979 in the amount of $1,428,938.84 and three wire transfers in the amount of $169,568.37 and dated August 3, 2015.

D. Payroll Vouchers (Coleman)
Payroll voucher numbers 535745 through 535765 in the amount of $323,472.58 and electronic deposit transmissions in the amount of $1,443,068.03 for a grand total of $1,766,540.61 for the period covering July 16, 2015 to July 29, 2015.

E. Public Works Project No. CP1402 (Snyder)
City Council approve Change Order No. 1 and Final Pay Estimate No. 5 in the amount of $45,042.85 to Contract No. 15-02 and accept construction of Project No. CP1402, 2014 Citywide Pavement Patching and Overlay Project

Deputy Mayor Holman moved and Councilmember Wales seconded to approve the Consent Agenda.

The Consent Agenda includes minutes, claims and payroll vouchers, and a Public Works project contract item.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

A. SCORE Jail Statistics (Mayor Backus)

Mayor Backus is the City's representative on the South Correctional Entity (SCORE) Board and presented a PowerPoint presentation on SCORE Jail statistics. The SCORE member cities include Auburn, Renton, Federal Way, Tukwila, Burien, SeaTac and Des Moines.

Mayor Backus reviewed SCORE Member City Billable Average Daily Population (ADP) for June, which was at 339 for member cities. Auburn's ADP in June was 83.

Mayor Backus reviewed Total ADP by Month and Year for June 2015. Contract agencies ADP in June 2015 was 351 compared to member cities ADP of 339.

Mayor Backus reviewed Total Bookings for Member and Contract Agencies, Member Bookings by Agency, Member Agency Bookings by Type, SCORE Unbillable Bookings for the past year, and a breakout of contract inmates by agency.

X. ORDINANCES

A. Ordinance No. 6564, First Reading (Snyder)
An Ordinance of the City Council of the City of Washington, vacating right-of-way of the south side of South 318th Street, east of 56th Avenue South, within the City of Auburn, Washington

Councilmember Peloza moved and Deputy Mayor Holman seconded to adopt Ordinance No. 6564.

Councilmember Wagner stated he believes the City has a need for the right-of-way and questioned the 50 foot right-of-way standard.

Councilmember Osborne expressed concern about the alignment of the street if the vacation is granted and the plat developed while adjacent properties are not.

Assistant Director/City Engineer Gaub stated the right-of-way requirement for a residential roadway is 50 feet. The 50 foot width is driven by the cross section of the roadway: 28 feet of pavement and 10 feet for sidewalk and planter strip on each side of the street. An additional five feet of right-of-way beyond what is necessary for the roadway, results in five feet of right-of-way that is between the residents' fences and the roadway; it then becomes a maintenance issue.

Councilmember Peloza stated he is not prepared to act on the ordinance this evening in light of the property owners' civil dispute.

Director Snyder stated the street vacation does not affect the property line dispute.

Councilmember Wales stated she does not see the urgency in adopting the ordinance and will not support the ordinance at this time.

Director Snyder reported that staff requested Council suspend the rules and adopt Ordinance No. 6464 on first reading due to the potential cancellation of the August 17th regular City Council meeting.

Director Snyder cautioned the Council that the City is not involved in the civil dispute between the property owners, but have encouraged the parties to resolve the issue.

Deputy Mayor Holman noted the vacation is for five feet of right-of-way on the north side of the property, and the area in dispute is a five foot strip on the east side of the property. The only area in common with the vacation is a five by five foot piece of property and which will go to one or the other's property upon settlement of the civil dispute. Deputy Mayor Holman stated the City's vacation of the right-of-way has nothing to do with civil dispute between the property owners. Deputy Mayor Holman stated he is not in favor of suspending the rules to adopt the ordinance tonight.

Councilmember DaCorsi spoke in favor of a second reading of the ordinance and against suspending the rules to adopt the ordinance this evening.

Councilmember Wagner reiterated his comments regarding the width of the right-of-way.

Councilmember Peloza suggested further discussion during a study session.

XI. RESOLUTIONS

A. Resolution No. 5154 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to award and execute an agreement with Ferguson Waterworks for

implementation of Contract Number 15-11 for Project CP1317, Meter and Billing System Improvements Project

Deputy Mayor Holman moved and Councilmember DaCorsi seconded to adopt Resolution No. 5154.

Resolution No. 5154 authorizes the execution of an agreement with Ferguson Waterworks for implementation of a digital and automated water meter and billing system.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5158 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, amending the 2016-2021 Six-Year Transportation Improvement Program of the City of Auburn pursuant to RCW Chapter 35.77

Councilmember Osborne moved and Deputy Mayor Holman seconded to adopt Resolution No. 5158.

Resolution No. 5158 amends the 2016-2021 Transportation Improvement Program to update a project for which the City has received grant funding.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5159 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an interlocal agreement (ILA) among the participating jurisdictions within the Green River, Duwamish River, and Central Puget Sound Watersheds within the Geographic Planning Area of Water Resources Inventory Area (WRIA) 9

Councilmember Wales moved and Councilmember Trout seconded to adopt Resolution No. 5159.

Councilmember Wales spoke in favor of Resolution No. 5159, which authorizes an interlocal agreement for Water Resource Inventory Area (WRIA) 9, and noted the agreement was reviewed at the last Council study session.

Councilmember Peloza also spoke in favor of the WRIA agreement with seventeen other cities of the Green River, Duwamish River and Central Puget Sound Watersheds.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Resolution No. 5164 (Lee)
A Resolution of the City Council of the City of Auburn, Washington, declaring a certain firearm as surplus property and approving its sale to a retired police officer

Deputy Mayor Holman moved and Councilmember Peloza seconded to adopt Resolution No. 5164.

Deputy Mayor Holman explained it is a customary practice in police departments to sell a service firearm to an eligible retiring police officer. Resolution No. 5164 authorizes the surplus and sale of a Sig Sauer Model P226 to retiring Officer Sundqvist.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. From the Council

Councilmember DaCorsi reported on his attendance at the King County Regional Law, Justice, and Safety Committee meeting where Seattle Chief of Police O'Toole provided a presentation on her priorities and goals. The Committee also received a briefing on the new mental health legislation and mental health funding sources.

Councilmember Peloza reported on his attendance at the South County Area Transportation Board meeting and the Water Resource Inventory Area (WRIA) 9 Management Committee meeting where the Committee discussed the capital funding projects along the Green River watershed.

Councilmember Trout reported on her participation in a ride along with Police Officer Martinez. She commended Auburn police officers for their professionalism and service to the community.

B. From the Mayor

Mayor Backus reported on a recent meeting with Sound Transit staff to discuss the need for a second parking garage in Auburn. Additional discussion regarding the need for a second transit parking garage will take place with King County Executive Dow Constantine. Mayor Backus also reported on a recent tour of local business, Global Tech Plastics (previously known as Fleck Industries), a meeting with new Auburn School District Superintendent, Dr. Alan Spicciati, and a SCORE Board meeting. Mayor Backus reminded National Night Out will take place tomorrow.

XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:19 p.m.

APPROVED this _____ day of _____, 2015.

NANCY BACKUS, MAYOR	Danielle Daskam, City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the August 24, 2015 Special City Council Meeting

Date:
September 3, 2015

Department:
Administration

Attachments:
8-24-2015 Special Meeting Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: September 21, 2015

Item Number: CA.D

Special City Council Meeting
August 24, 2015 - 5:30 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

Mayor Nancy Backus called the meeting to order at 5:30 p.m. in the Council Chambers located in Auburn City Hall, 25 West Main Street in Auburn.

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

Department Directors and staff members present included: City Attorney Daniel B. Heid, Assistant City Attorney Neil Wachter, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Utilities Engineering Manager Lisa Tobin, Street Systems Engineer Jai Carter, Transportation Manager Pablo Para, Innovation and Technology Director Paul Haugan, Public Affairs and Marketing Manager Dana Hinman, Police Chief Bob Lee, Assistant Police Chief Bill Pierson, Finance Director Shelley Coleman, and Deputy City Clerk Shawn Campbell.

II. ORDINANCES

A. Ordinance No. 6569 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 9.34.030 of the Auburn City Code relating to discharge of firearms within the City limits, and creating a “No Shoot” area exemption for wildlife depredation conducted at the Auburn Municipal Airport

Director Coleman introduced Ordinance No. 6569. The Federal Aviation Administration required airports to have a wildlife assessment performed due to the number of reported bird strikes and near misses. The City has completed the wildlife assessment for the Auburn Municipal Airport and the recommendation for mitigation of the wildlife at the airport ranges from putting up decoys to depredation. The City has obtained all the necessary permits and training needed to be able to carry out the recommendations. Staff is asking for the Auburn City Code to be amended to include a no shoot area exemption allowing staff to discharge firearms at the Auburn Municipal Airport.

Deputy Mayor Holman moved and Councilmember Wales seconded to adopt Ordinance No. 6569.

Councilmember Wales asked what kind of noise the neighbors would hear. Assistant Chief Pierson stated staff will use silenced shotguns and 22 caliber rifles. The residents should not hear very much noise.

Councilmember Wagner asked if the City has contacted Washington Cities Insurance Authority regarding the City's liability. Assistant City Attorney Wachter stated the airport management groups insurance carrier will cover the City in case of an accident.

Councilmember DaCorsi explained he has read studies that indicate the number of birds killed has not decreased the number of hits or near misses. He noted he wants to ensure depredation is a last resort.

Councilmember Peloza asked what other airports in the area use this method to control the wildlife. Assistant Chief Pierson stated a majority of the local airports use depredation as a means to control wildlife, including King County and Sea Tac.

Deputy Mayor Holman moved and Councilmember Wales seconded to suspend the rules and vote on Ordinance No. 6569 after the first reading.

MOTION CARRIED UNANIMOUSLY. 7-0

Mayor Backus asked for the vote on Ordinance No. 6569.

MOTION CARRIED UNANIMOUSLY. 7-0

III. ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 5:46 p.m.

APPROVED this 21st day of September, 2015.

NANCY BACKUS, MAYOR	Shawn Campbell, Deputy City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers

Date:
September 3, 2015

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

Claims voucher numbers 4349890 through 435177 in the amount of $5,314,235.24 and four wire transfers in the amount of $102,480.77 and dated August 17, 2015.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: September 21, 2015

Item Number: CA.E

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers

Date:
September 3, 2015

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

Claims voucher numbers 435178 through 435422 in the amount of $2,854,461.04 and three wire transfers in the amount of $191,409.00 and dated September 8, 2015.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: September 21, 2015

Item Number: CA.F

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers

Date:
September 16, 2015

Department:
Administration

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

approve claims vouchers

Background Summary:

Claims voucher numbers 435423 through 435601 in the amount of $7,985,514.28 and 7 wire transfers in the amount of $681,973.33 and dated September 21st, 2015.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: September 21, 2015

Item Number: CA.G

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers

Date:
September 3, 2015

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve the payroll vouchers.

Background Summary:

Payroll voucher numbers 535766 through 535797 in the amount of $933,581.50 and electronic deposit transmissions in the amount of $1,368,030.79 for a grand total of $2,301,612.29 for the period covering July 30, 2015 to August 12, 2015.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: September 21, 2015

Item Number: CA.H

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers

Date:
September 3, 2015

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve the payroll vouchers.

Background Summary:

Payroll voucher numbers 535798 through 535827 in the amount of $318,003.38 and electronic deposit transmissions in the amount of $1,394,029.06 for a grand total of $1,712,032.44 for the period covering August 13, 2015 to August 26, 2015.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: September 21, 2015

Item Number: CA.I

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers

Date:
September 16, 2015

Department:
Administration

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

Approve Payroll Vouchers

Background Summary:

Payroll check numbers 535828 through 535860 in the amount of $965,362.59, electronic deposit transmissions in the amount of $1,362,361.09 for a grand total of $2,327,723.68 for the period covering August 27, 2015 to September 16, 2015.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: September 21, 2015

Item Number: CA.J

AGENDA BILL APPROVAL FORM

Agenda Subject:
SCORE Jail Statistics

Date:
September 3, 2015

Department:
Administration

Attachments:
SCORE Statistics

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

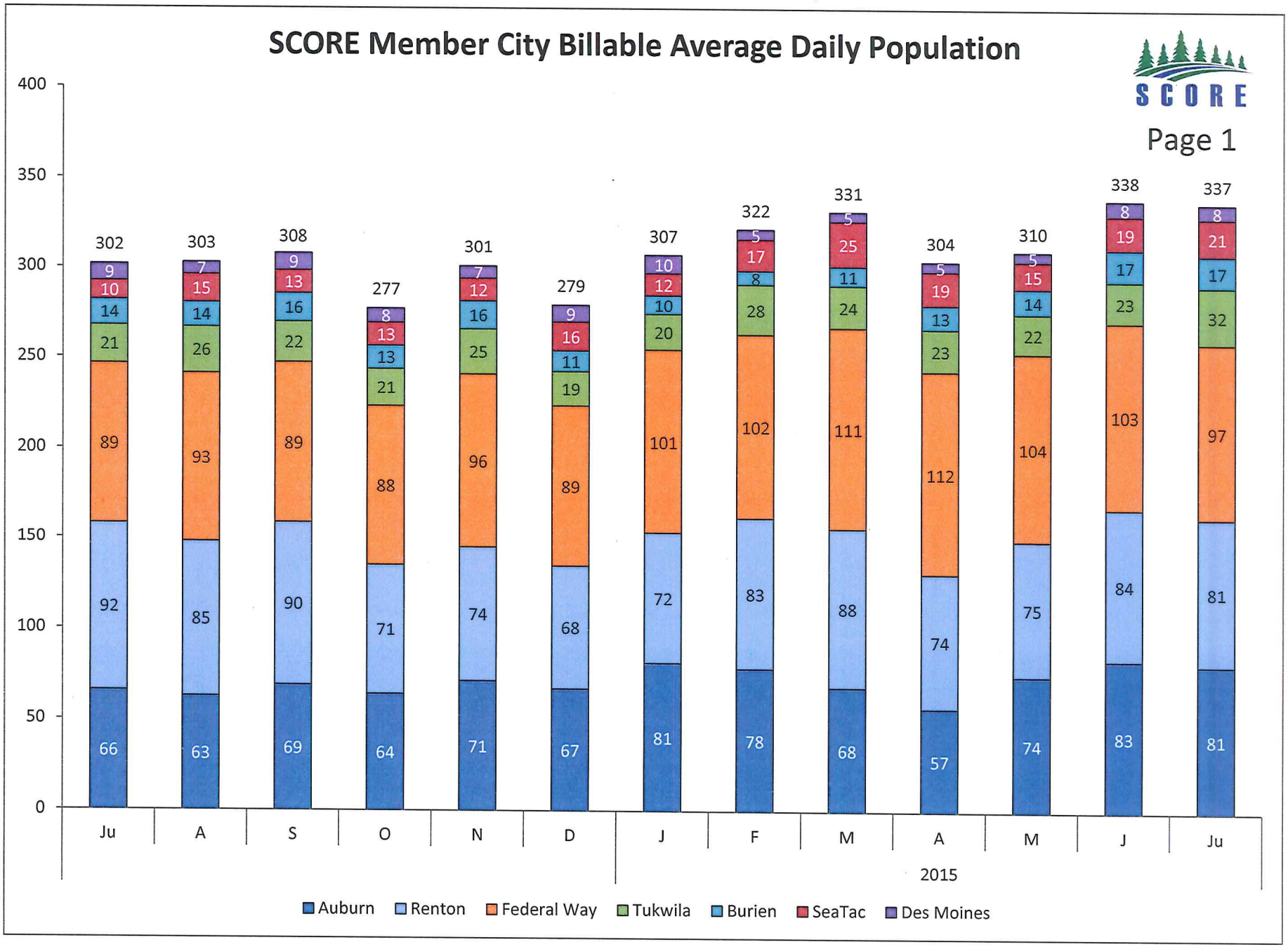
Reviewed by Council Committees:

Councilmember:

Staff: Mayor Backus

Meeting Date: September 21, 2015

Item Number: NB.A


SCORE Member City Billable Average Daily Population
SCORE
Page 1
400
350
300
250
200
150
100
50
0
302
303
308
277
301
279
307
322
331
304
310
338
337
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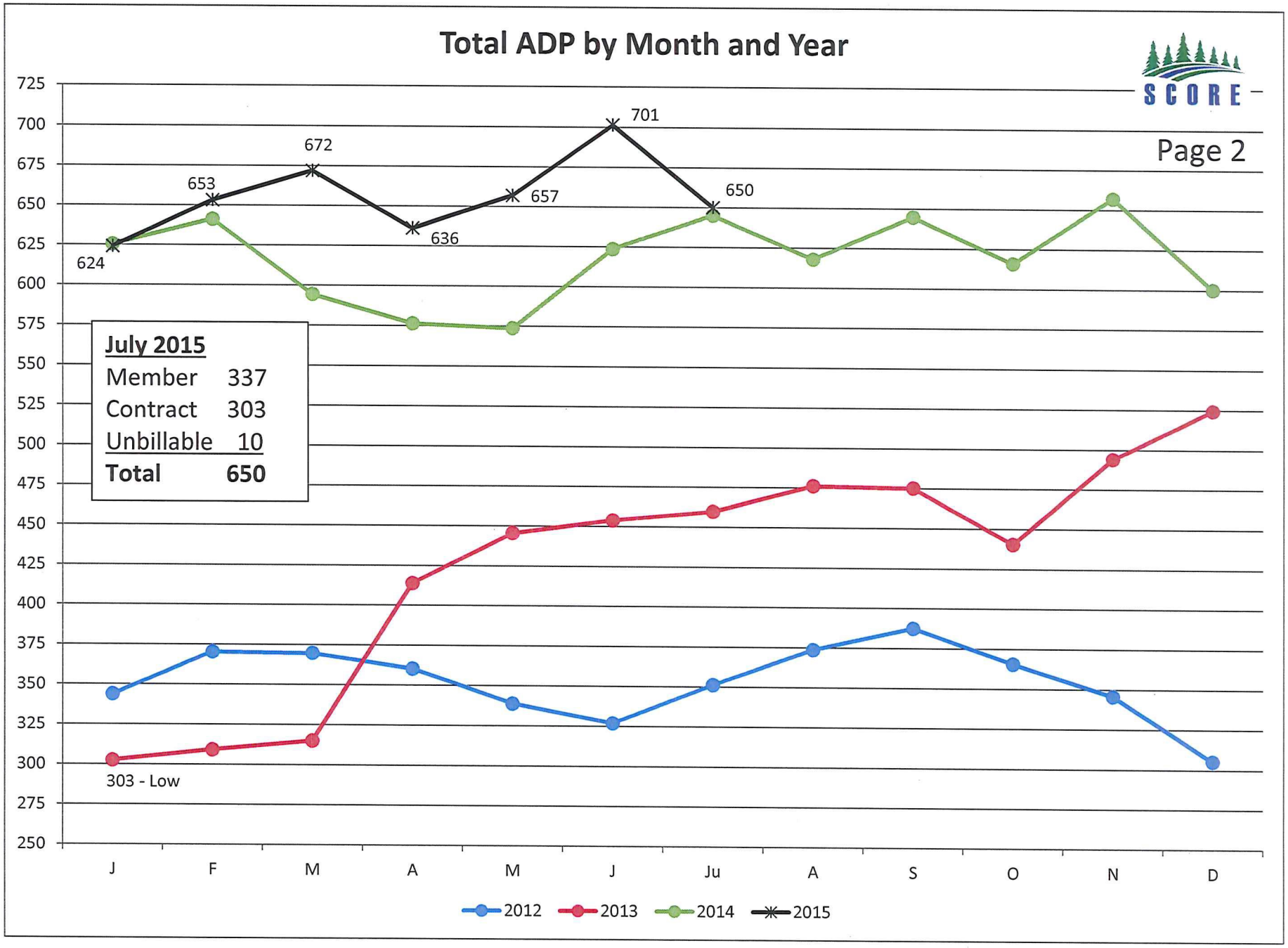
2015
Auburn
Renton
Federal Way
Tukwila
Burien
SeaTac
Des Moines


Total ADP by Month and Year
SCORE
Page 2
725
700
675
650
625
600
575
550
525
500
475
450
425
400
375
350
325
300
275
250
624
653
672
636
657
701
650
303 - Low
July 2015
Member 337
Contract 303
Unbillable 10
Total 650
J
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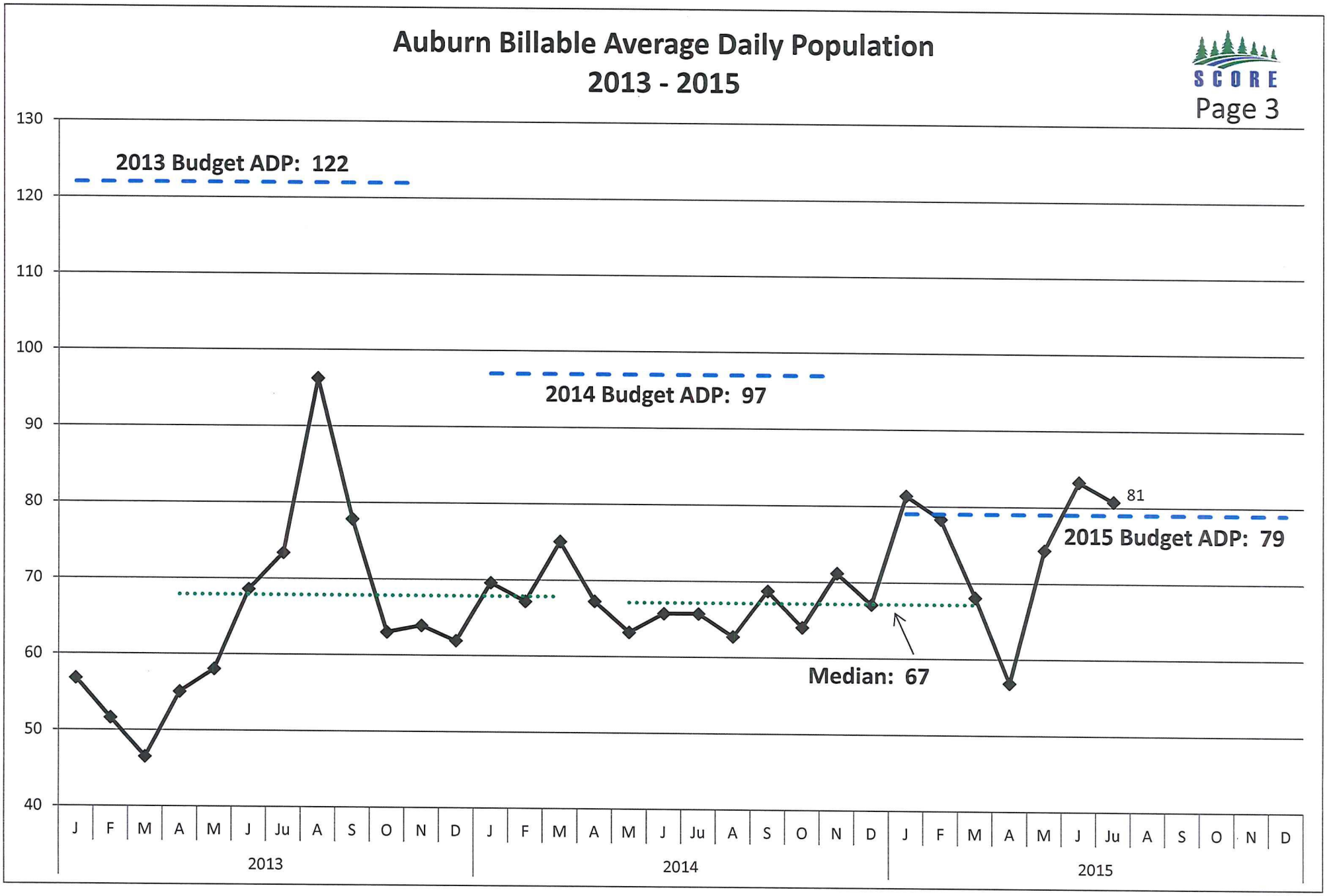
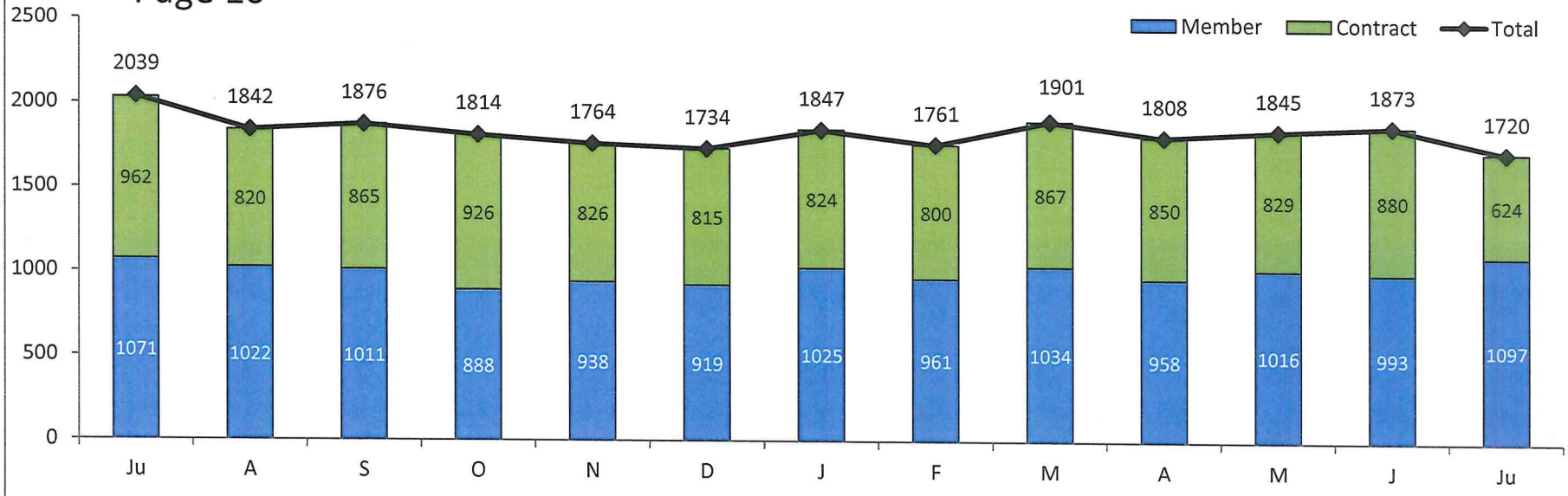
N
D
2012
2013
2014
2015


Auburn Billable Average Daily Population
2013 - 2015
SCORE
Page 3
2013 Budget ADP: 122
2014 Budget ADP: 97
2015 Budget ADP: 79
Median: 67
81
130
120
110
100
90
80
70
60
50
40
J F M A M J Ju A S O N D
2013
J F M A M J Ju A S O N D
2014
J F M A M J Ju A S O N D
2015

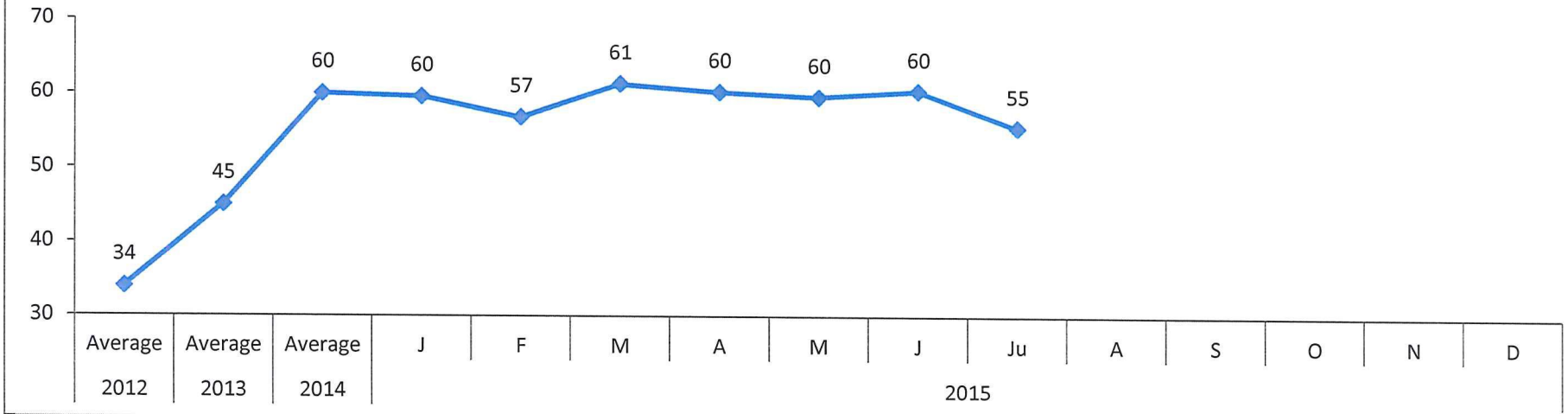
SCORE

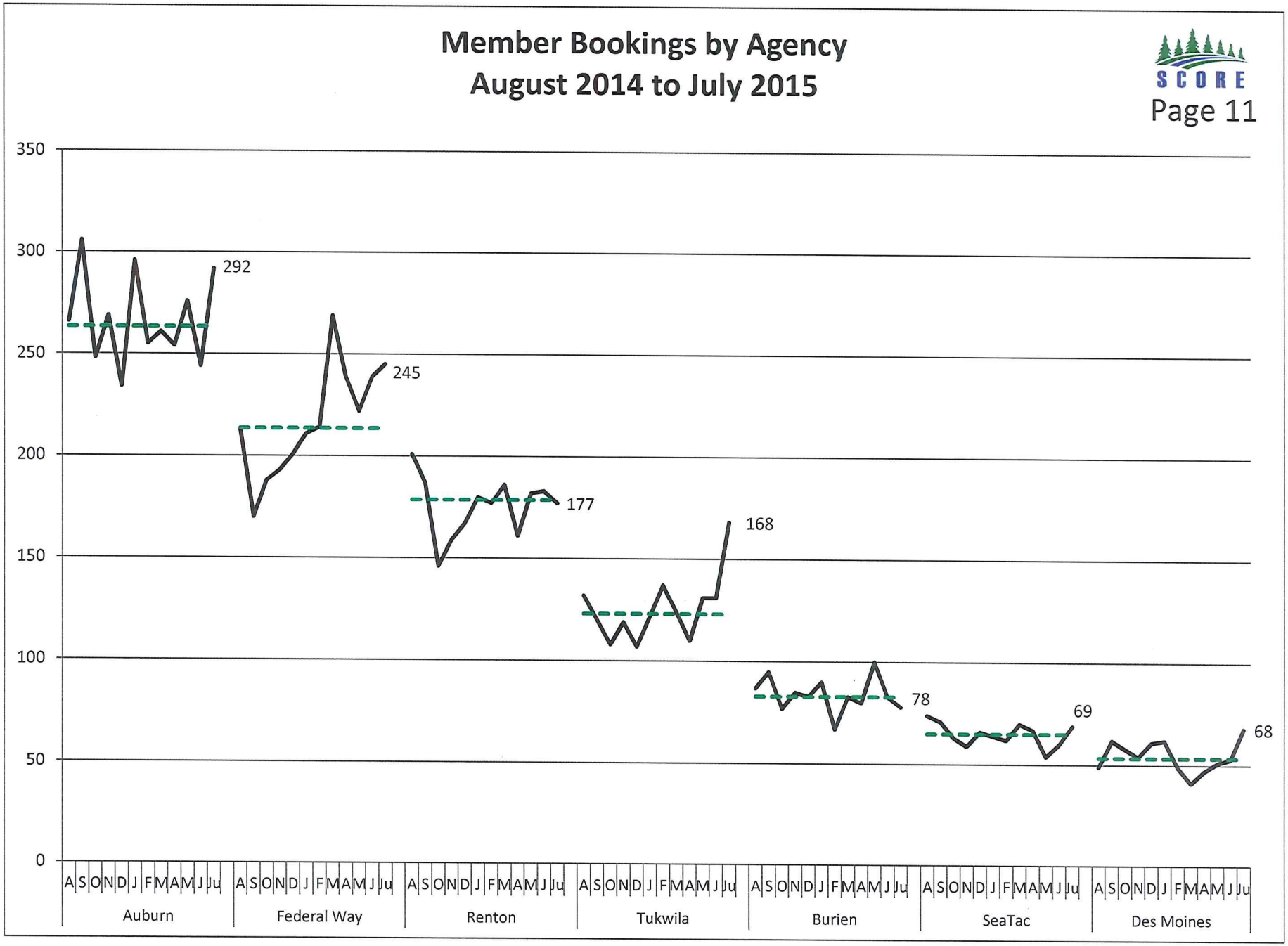
Page 10

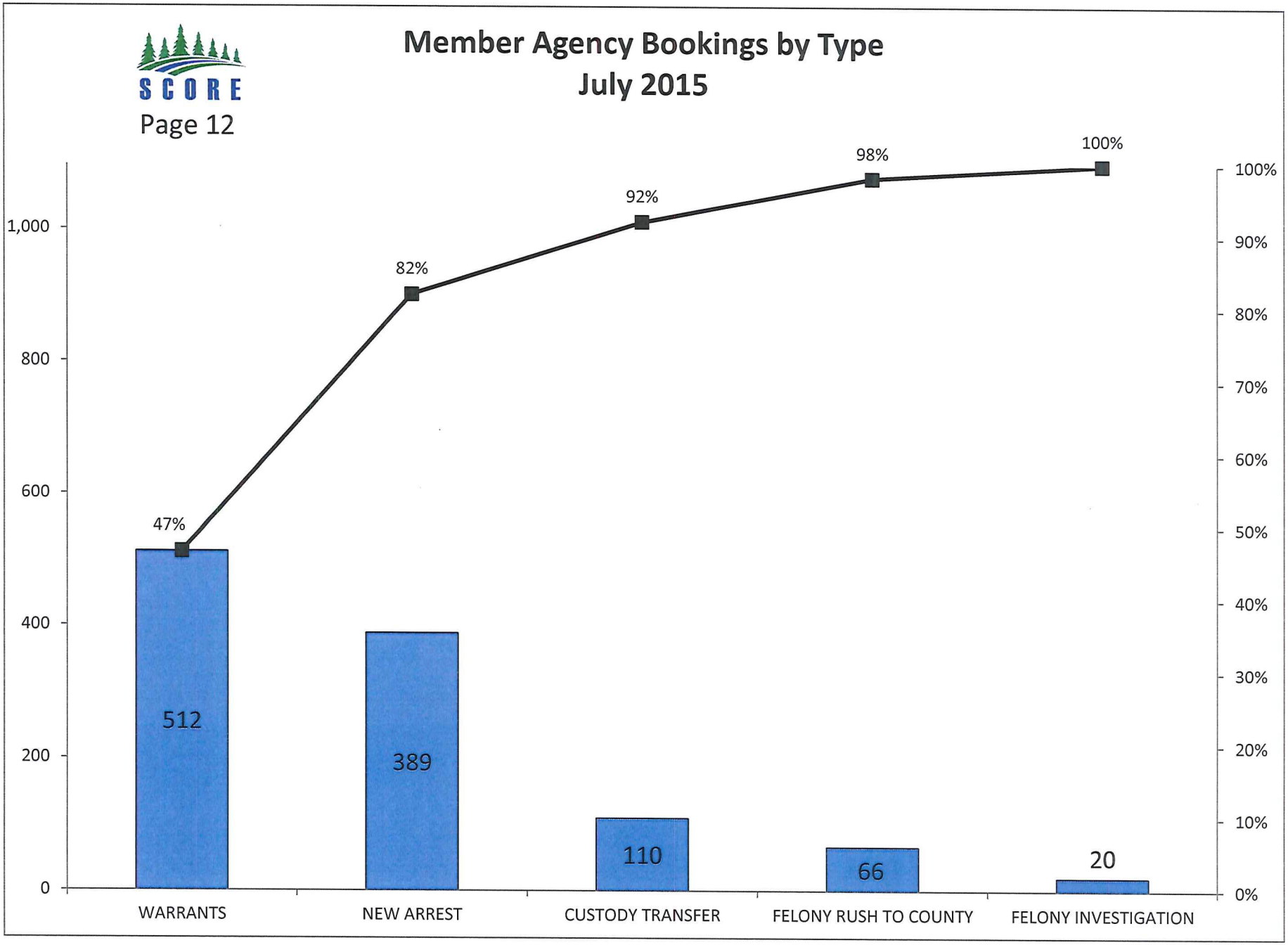
Total Bookings for Member and Contract Agencies
July 2014 - July 2015

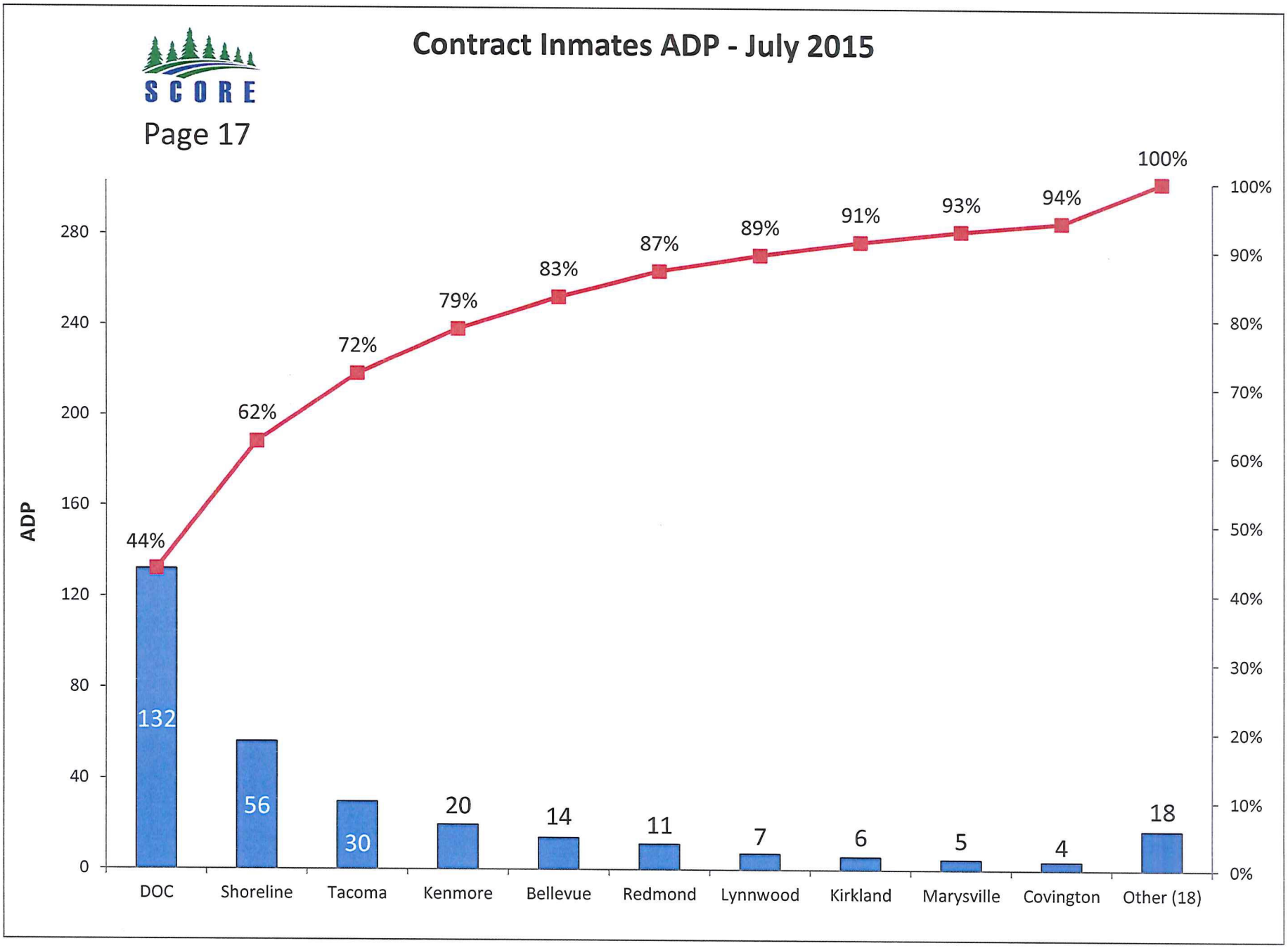


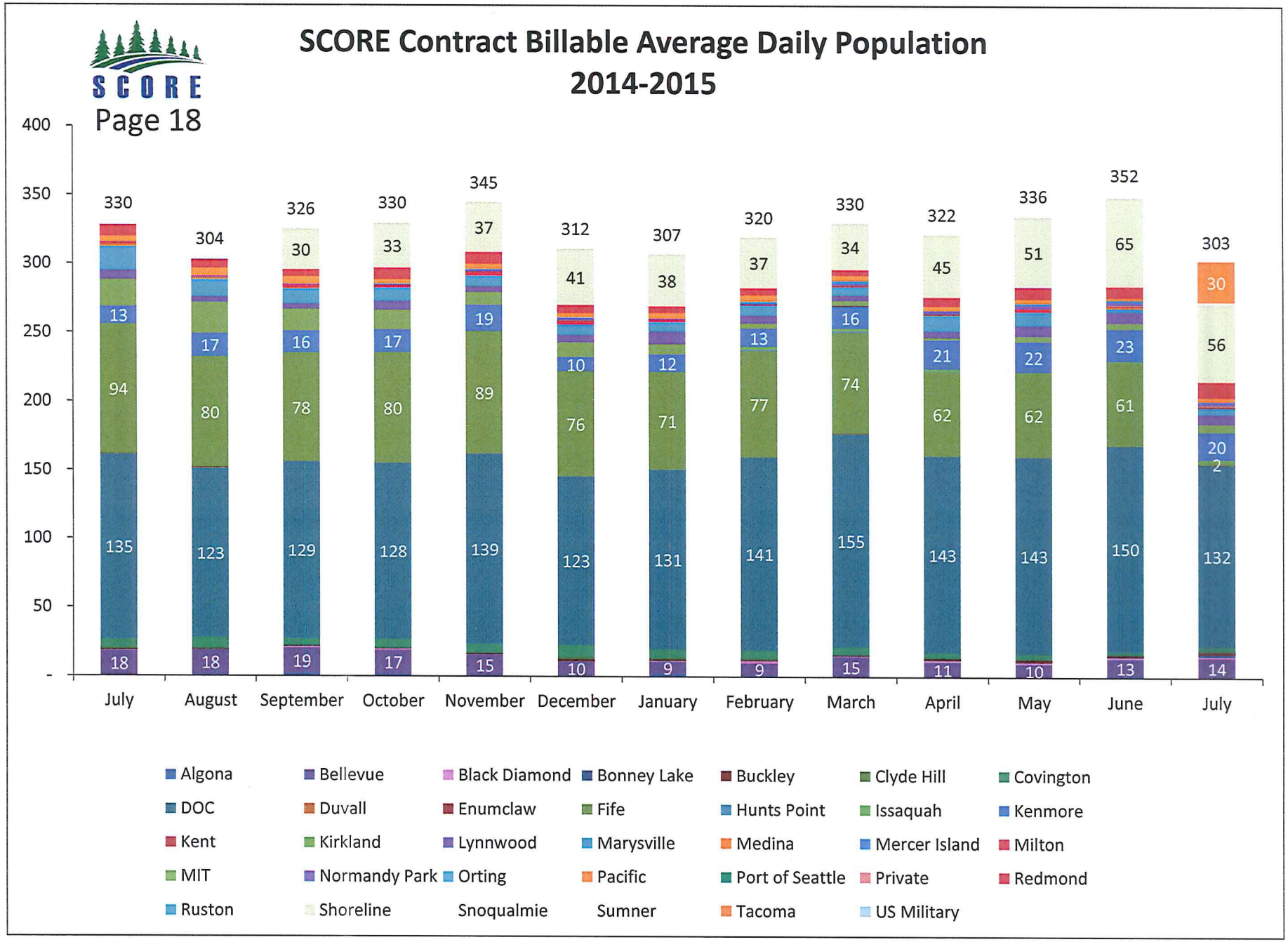
Daily Average Bookings

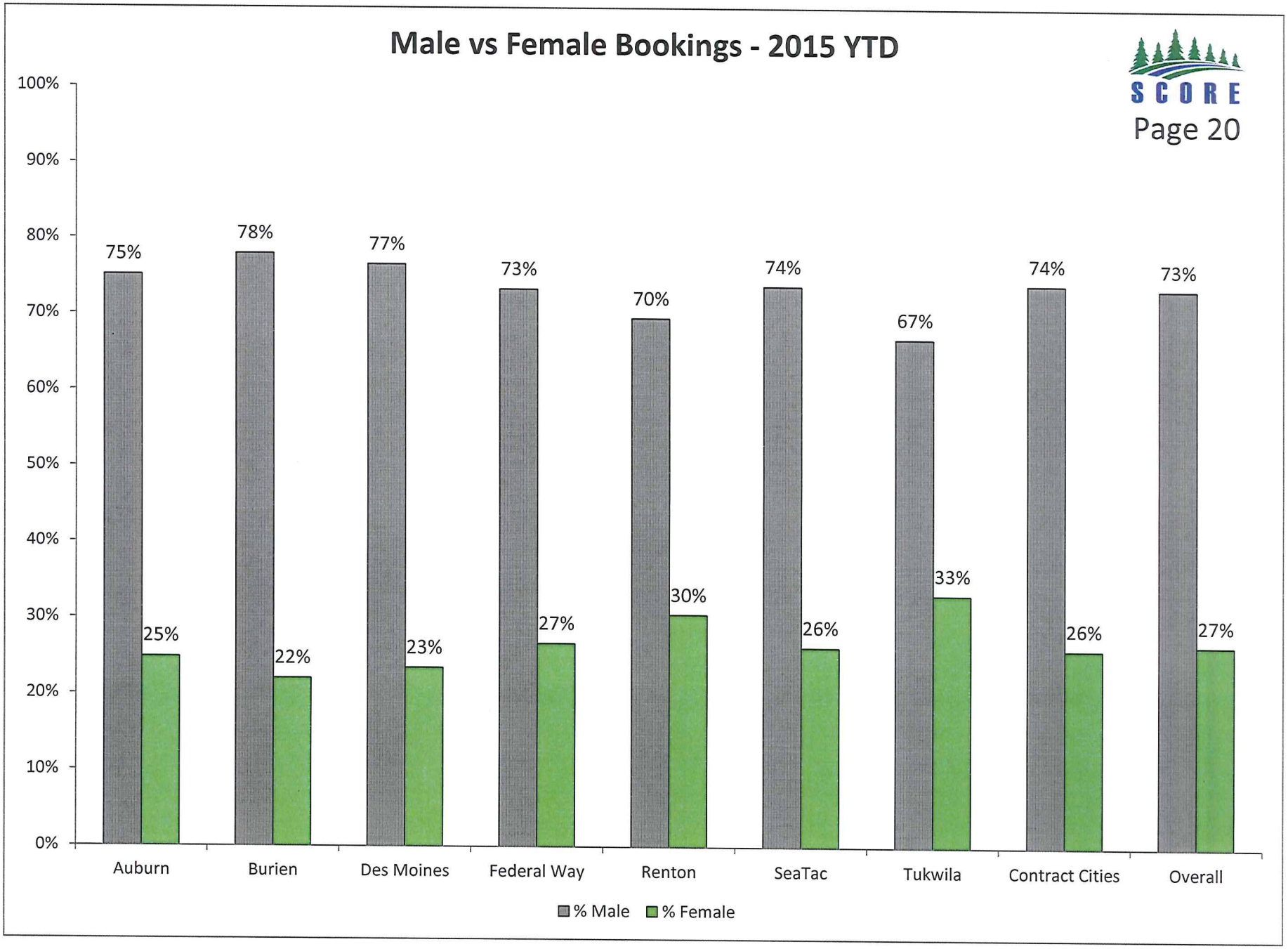



Member Bookings by Agency
August 2014 to July 2015
SCORE
Page 11
350
300
250
200
150
100
50
0
292
245
177
168
78
69
68
A S O N D J F M A M J Ju
Auburn
Federal Way
Renton
Tukwila
Burien
SeaTac
Des Moines


SCORE
Page 12
Member Agency Bookings by Type
July 2015
1,000
800
600
400
200
0
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
47%
82%
92%
98%
100%
512
389
110
66
20
WARRANTS
NEW ARREST
CUSTODY TRANSFER
FELONY RUSH TO COUNTY
FELONY INVESTIGATION

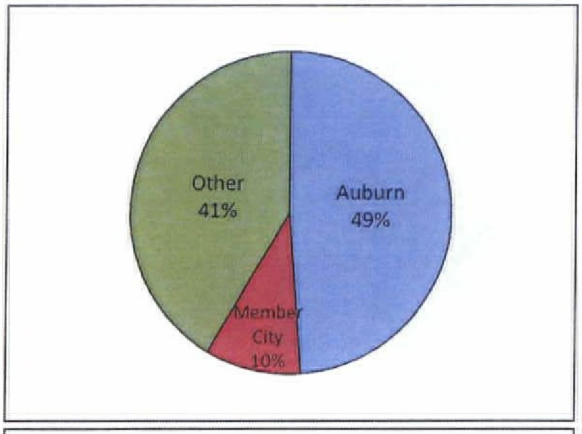

SCORE
Page 17
Contract Inmates ADP - July 2015
ADP
280
240
200
160
120
80
40
0
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
44%
62%
72%
79%
83%
87%
89%
91%
93%
94%
100%
132
56
30
20
14
11
7
6
5
4
18
DOC
Shoreline
Tacoma
Kenmore
Bellevue
Redmond
Lynnwood
Kirkland
Marysville
Covington
Other (18)

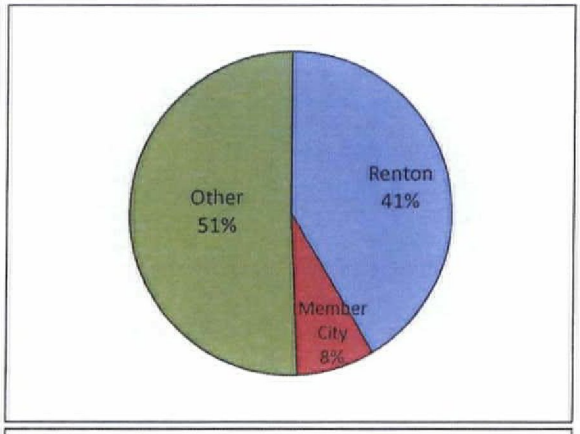

SCORE
Page 18
SCORE Contract Billable Average Daily Population
2014-2015
400
350
300
250
200
150
100
50
-
330
304
326
330
345
312
307
320
330
322
336
352
303
July
August
September
October
November
December
January
February
March
April
May
June
July
Algona
Bellevue
Black Diamond
Bonney Lake
Buckley
Clyde Hill
Covington
DOC
Duvall
Enumclaw
Fife
Hunts Point
Issaquah
Kenmore
Kent
Kirkland
Lynnwood
Marysville
Medina
Mercer Island
Milton
MIT
Normandy Park
Orting
Pacific
Port of Seattle
Private
Redmond
Ruston
Shoreline
Snoqualmie
Sumner
Tacoma
US Military

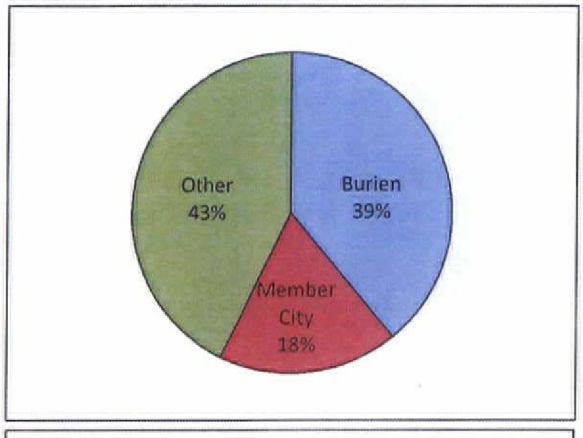

Male vs Female Bookings - 2015 YTD
SCORE
Page 20
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
75%
25%
78%
22%
77%
23%
73%
27%
70%
30%
74%
26%
67%
33%
74%
26%
73%
27%
Auburn
Burien
Des Moines
Federal Way
Renton
SeaTac
Tukwila
Contract Cities
Overall
% Male
% Female

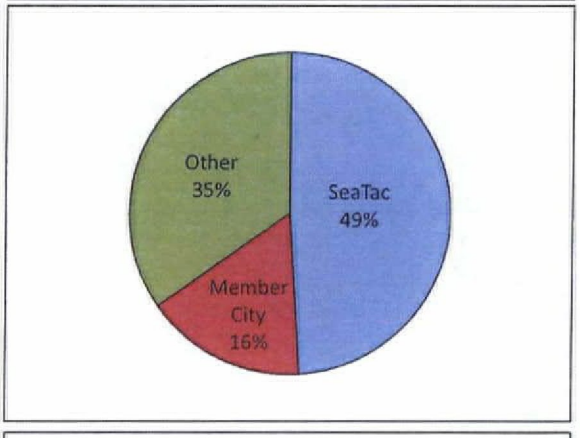
SCORE

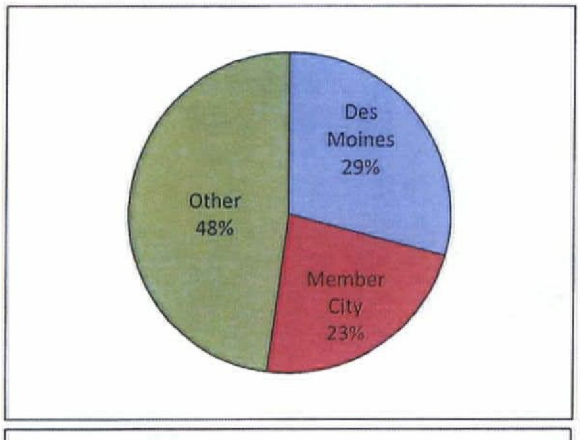
Page 21

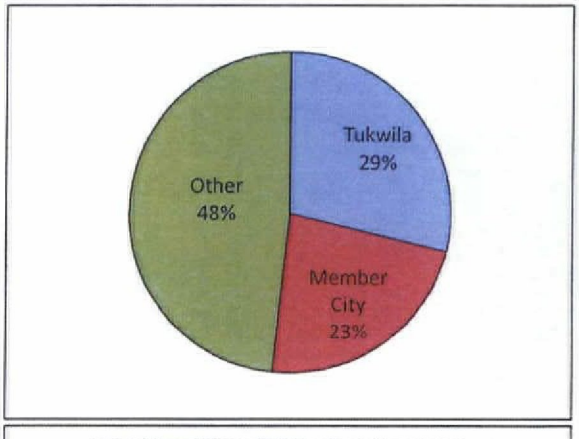


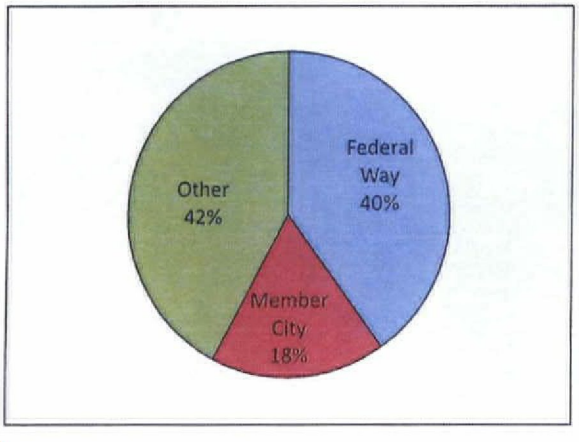












Combined for all Member Agencies

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5163

Date:
August 17, 2015

Department:
CD & PW

Attachments:
Res 5163 and Agreement

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5163.

Background Summary:

Sprint Communications Company L.P. has applied for a new Public Way Agreement No. 15-22 for existing facilities located in City right-of-way along the UPRR right-of-way. The previous agreement, ROW Use Permit # 87-02, Recording Number 8710231121, that authorized these facilities is expired. Per ACC 20.04.040 the City Council is required to either grant or deny an application for a public way agreement.

The existing facilities consist of fiber optic cable that occupies 542 linear feet of City right-of-way through six road crossings. These facilities currently do not serve any customers inside of the city limits. A Public Way Agreement is required when a commercial utility desires to occupy specific space in the City's right-of-way for the sole purpose of providing commercial utility services to areas outside the City.

The Public Way Agreement was reviewed by city staff and the applicant and it was determined that this agreement meets the needs of the City and the applicant for the existing facilities and their current use.

Resolution No. 5163 authorizes execution of Public Way Agreement No. 15-22 and allows Sprint's existing facilities to remain in the right-of-way per the terms and conditions set forth in the agreement upon completion of the requirements of Section 5. Acceptance of Public Way Agreement, by Sprint.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: September 21, 2015

Item Number: RES.A

RESOLUTION NO. 5 1 6 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PUBLIC WAY AGREEMENT NO. 15-22 BETWEEN THE CITY OF AUBURN AND SPRINT COMMUNICATIONS COMPANY L.P.

WHEREAS, Sprint Communications Company L.P. ("Sprint") has applied to the City for a non-exclusive Public Way Agreement for the right of entry, use, and occupation of certain public rights-of-way within the City of Auburn, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, upon, along and/or across those right(s)-of-way; and

WHEREAS, the City has reviewed Sprint's application and determined that the location of Sprint's facilities within the requested rights-of-way is in the best interest of the City and the citizens of Auburn,

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

Section 1. The Mayor of the City of Auburn and the Auburn City Clerk are hereby authorized to execute a Public Way Agreement between the City of Auburn and Sprint, a copy of which is attached hereto, marked as Exhibit "1" and incorporated herein by this reference.

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

Section 3. This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2015.

CITY OF AUBURN

_____
NANCY BACKUS
MAYOR

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

CITY OF AUBURN PUBLIC WAY AGREEMENT WITH SPRINT COMMUNICATIONS COMPANY L.P.

This Public Way Agreement is entered into by and between the City of Auburn, Washington, a municipal corporation ("City") and Sprint Communications Company L.P., a Delaware limited partnership ("Grantee").

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

WHEREAS, the City has reviewed the Grantee's application and determined that the location of Grantee's facilities within the requested right(s)-of-way is in the best interest of the City and the citizens of Auburn,

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

Section 1. Notice

A. Except as defined in the respective filing and emergency work provisions of Sections 5 and 7 herein, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposited in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. City or Grantee may from time to time designate any other address for this purpose by providing written notice to the other party effective thirty (30) days after the provision thereof.

City: Engineering Aide, Community Development and Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3053

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

Grantee: Sprint Real Estate
Mailstop: KSOPHT0101-Z2040
6391 Sprint Parkway
Overland Park, KS 66251-2650
Attn: Charlene White
Voice: (913) 794-8199; Fax (913) 523-8353

With a copy to:
Sprint Nextel Law Department
Mailstop: KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020
Attn: Real Estate Attorney

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

C. The Grantee's voice and fax telephone numbers shall be staffed at a minimum of between 8:00 AM and 5:00 PM Pacific Time, Monday through Friday, excepting holidays. Grantee may be reached at any time through its Network Operations Command Center at 800-877-6627, Option 5.

Section 2. Grant of Right to Use Public Way

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 specified in Exhibit "A," attached hereto (the "Public Way").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the facilities specified in Exhibit "B," attached hereto, and all necessary appurtenances thereto, ("Grantee Facilities") for provision of lawful communications, including, without limitation, long distance voice and data communications and other lawful communications as disclosed to

the City from time to time ("Grantee Services") in, along, under and across the Public Way, for the sole purpose of providing commercial utility or telecommunications services to persons or areas outside the City.

C. This Public Way Agreement does not authorize the use of the Public Way 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, elsewhere within the City.

D. This Public Way Agreement is non-exclusive and does not prohibit the City from entering into other agreements, including Public Way Agreements, impacting the Public Way, unless the City determines that entering into such agreements interferes with Grantee's rights under this Agreement.

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

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

G. The Grantee agrees that its use of Public Way 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 Public Way, except as may be otherwise required by law.

H. Should the Grantee seek to use the Public Way to provide services, including Grantee Services, to City residents or businesses, the Grantee shall apply for, obtain, and comply with the terms of a City franchise agreement for such use. Entry into a City franchise agreement shall automatically terminate this Agreement.

Section 3. Term of Agreement

A. This Public Way Agreement shall run for a period of five (5) years, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Public Way Agreement for an additional five (5) year period upon submission and approval of the application specified under ACC 20.04.120, as it now exists or is amended, within the timeframe set forth therein (currently 180 to 120 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 only submit those materials 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 Public Way Agreement – Automatic Extension. If the Parties fail to formally renew this Agreement prior to the expiration of its term or any extension thereof, the Agreement automatically continues month to month until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of the intent not to renew the Agreement.

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.

"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.

Section 5. Acceptance of Public Way Agreement

A. This Public Way Agreement, 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 "C", (2) all verifications of insurance coverage specified under Section 15, (3) the financial guarantees specified in Section 16 (collectively, "Public Way Acceptance"), and (4) payment of any outstanding application fees per the City fee schedule. The date that the above conditions are completed as determined by the City shall be the effective date of this Public Way Agreement.

B. Should the Grantee fail to complete the requirements of Section 5 Paragraph A within thirty (30) days after the effective date of the resolution approving the Public Way Agreement, said agreement will automatically terminate and shall 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 in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the Public Way.

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the Public Way and may from time to time, pursuant to the applicable sections of this Public Way Agreement, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

D. Before commencing any work within the Public Way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

Section 7. Access, 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 that the Grantee shall notify the City telephonically during normal business hours (at 253-931-3010 and during non–business hours at 253-288-2121) 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 its Network Operations Command Center(NOCC) - (800) 877-6627 option 1, which is operated 24 hours a day, seven days a week. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances of the nature of the emergency and the actions taken to address it.

Section 8. Damages to City and Third-Party Property

Grantee agrees that should any of its actions under this Public Way Agreement impair or damage 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.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a privately-owned utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Public Way Agreement shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to new or additional structures, equipment, appurtenances or tangible property of an earlier privately-owned utility being installed or completed, 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 such 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. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Pubic Way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, such information as the City Engineering Aide finds necessary to coordinate municipal functions with Grantee's activities in the Public Way and to fulfill any municipal obligations under state law. Said information shall include, at a minimum; as-built drawings of Grantee Facilities; installation inventory; and maps and plans showing the location of existing or planned facilities within the City. Said information shall be provided either in hard copy and/or electronic format as requested by the City, compatible with the City's then-current database system, including the City's geographic information Service (GIS) data base. Grantee shall keep the City Engineering Aide informed of its long-range plans for coordination with the City's long-range plans.

B. 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. Additionally, Grantee shall indemnify and hold harmless the City for any loss or liability for costs for attorneys' fees because of non-disclosures requested by Grantee under Washington's open public records law, provided reasonable notice and opportunity to defend was given to Grantee or Grantee is made aware of the pending of a request or claim.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities at its sole expense and liability and at no expense or liability to the City, except as may be required by RCW Chapter 35.99, or as further provided by Title 20 ACC, as ordered by the City Engineer, and upon sixty (60) days written notice from the City. Pursuant to the provisions of Section 14, Grantee agrees to defend, indemnify costs, including attorney fees and hold the City harmless 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. In the event that the Public Way shall become a Primary State Highway as provided by law, the State Department of Transportation may order the Grantee to perform or undertake, at its sole expense, changes to the location of Grantee Facilities so that the same shall not interfere with such state highway and so that such facilities shall conform to such new grades or routes as may be established.

C. 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.

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty (180) days of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the City's discretion, either abandon in place or remove the affected facilities.

B. The parties agree that those conduits specified in Exhibit B, attached hereto, have been abandoned by the Grantee and are the property of the City. The City has all responsibility for the operation and maintenance of those conduits. In consideration of the Grantee releasing all claims it may have to the ownership of the conduits, the City grants the Grantee the right to use one conduit within each of the multi-conduit bundle shown in Exhibit B for the period of this Public Way Agreement, including any renewals thereof under Section 3.

C. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Public Way Agreement.

Section 13. Undergrounding

A. The parties agree that this Public Way Agreement does not limit the City's authority under federal law, state law, or the ACC, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Public Way, the Grantee shall underground the Grantee Facilities in the manner specified by the City Engineer, and where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. 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 reasonable attorneys' fees arising out of or in connection with the Grantee's performance under this Public Way Agreement, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence or willful misconduct of the City.

B. The Grantee shall indemnify and hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Public Way 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 of the City.

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 based on the City's failure or inability to provide such services.

D. 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 or willful misconduct. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's and Grantee's waivers of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of the indemnifications set forth in this Section 14. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

Section 15. Insurance

A. The Grantee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the amounts and types set forth below:

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 $1,000,000 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 $1,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury and liability assumed under an insured contract. Aggregate limit of $2 Million can be satisfied by Excess Liability at $1

Million. 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 Public Way Agreement using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits no less than $1,000,000 per claim for all professionals employed or retained by the Grantee to perform services under this Public Way Agreement.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. Employer's Liability $1,000,000 per occurrence (Stop Gap Liability included in Employer's Liability.)

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional 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 shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by mail, has been given to the City.

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. Amendatory endorsements are available online at the following web address: https://www.lockton.com/netcert2/key/termsandConditions.aspx?ck=L11N23640.Q4261J594440.

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 Agreement 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 16. Performance Security

Pursuant to ACC Chapter 20.10, the Grantee shall provide the City with adequate security as specified in ACC Section 20.10.250, in a form and substance acceptable to the City, securing the Grantee's faithful compliance with the terms of this Public Way Agreement. Such guarantees shall be in a performance bond in the amount of fifty thousand dollars ($50,000.00).

Section 17. 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 public way agreement shall not be leased, assigned or otherwise alienated without the express consent of the City by resolution.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than one hundred twenty (120) 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 Public Way Agreement 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.

D. Notwithstanding anything to the contrary contained herein, Grantee may assign this Public Way Agreement or any of its rights under this Public Way Agreement or delegate any of its duties under this Public Way Agreement upon written notice to the City to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially

all of the assets of Grantee provided such assignment or delegation specifically states that the successor or assignee agrees to be bound by the terms of this Agreement.

Section 18. 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 fifteen (15) 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 Public Way Agreement 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 19. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Public Way Agreement through willful intent or gross 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 Grantee, and its successors or assignees, shall forfeit all rights

conferred hereunder, and the Public Way Agreement may be revoked or annulled by the City with no further notification.

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 provide written notice to Grantee requiring 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 the Auburn City Code, to compel Grantee to cease such actions. If such permits, franchises or other permissions are not obtained within a reasonable period of time, as determined by the City, following Grantee's receipt of written notice of such requirement, then City may thereafter cancel this Public Way Agreement on thirty (30) days written notice to Grantee.

Section 20. Compliance with Laws and Regulations

A. This Public Way Agreement is subject to, and the Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Public Way Agreement. 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 Public Way.

B. The City reserves the right at any time to amend this Public Way Agreement 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 initial notice, the 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 Public Way Agreement upon thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

This Public Way Agreement 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 public ways.

Section 22. 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 23. Severability

If any portion of this Public Way Agreement is deemed invalid, the remainder portions shall remain in effect.

Section 24. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Public Way Agreement

DATED and SIGNED this ____ day of _____, 20__.

CITY OF AUBURN

_____

NANCY BACKUS
MAYOR

ATTEST:

_____
Danielle E. Daskam,
City Clerk
APPROVED AS TO FORM:

_____
Daniel B. Heid,
City Attorney

Exhibit A

Sprint Fiber

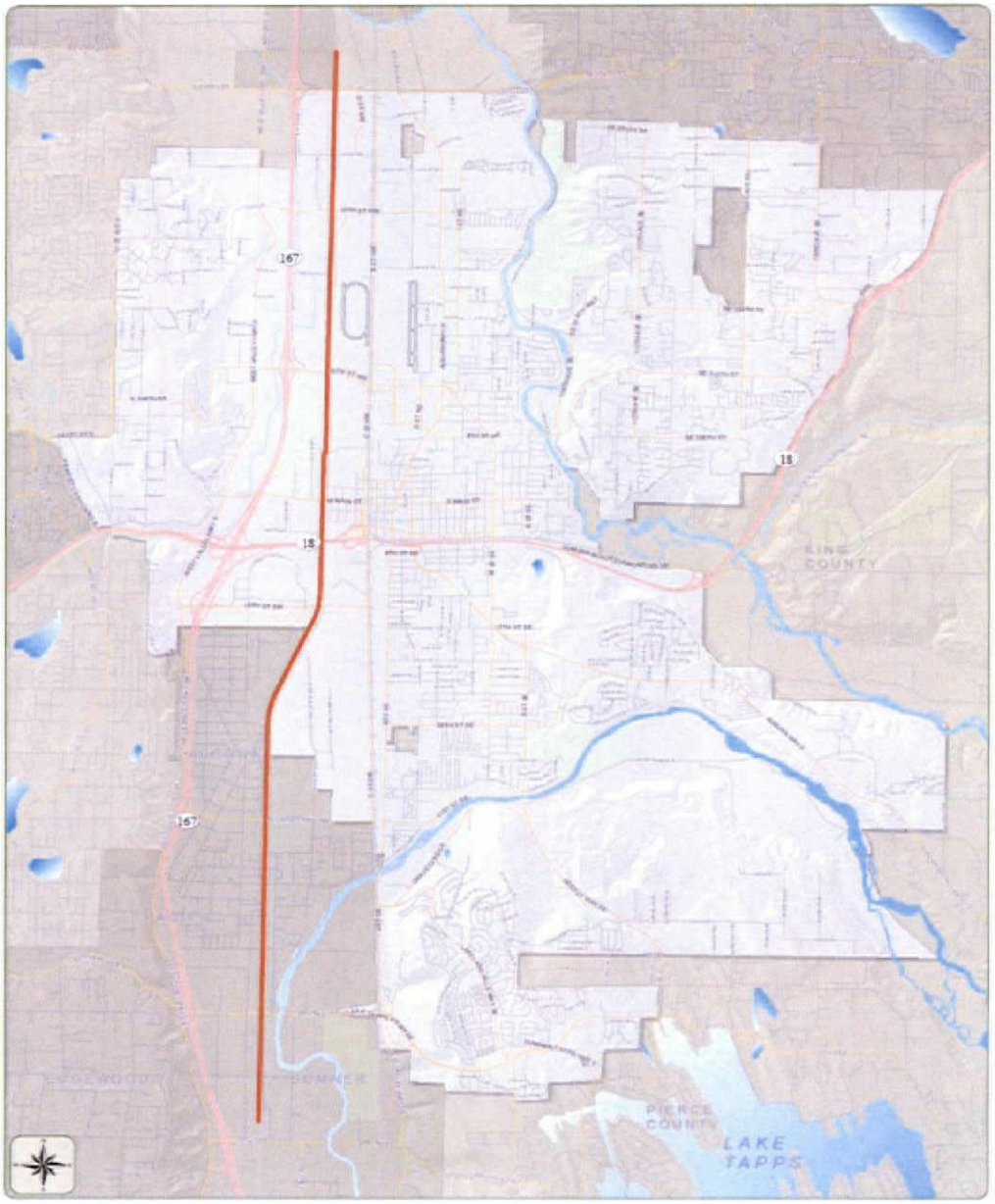


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Exhibit B

Grantee Facilities

Sprint fiber optic cable occupies 542 linear feet of City right of way through 6 road crossings pursuant to City of Auburn, WA Public Works Department Permit No. 42-71, issued September 17, 1987. The crossing locations are as follows:

(1) Crossing at 277th Street, 80'4" feet
(2) Crossing 285th Street, 110'4"feet
(3) Crossing 37th Street N.W., 90'4" feet
(4) Crossing Main Street, 90'4" feet
(5) Crossing 15th Street S.W., 140'4"feet
(6) Crossing 29th Street N.W., 30'feet

EXHIBIT "C"

STATEMENT OF ACCEPTANCE

SPRINT COMMUNICATIONS COMPANY LP, a Delaware limited partnership for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Public Way Agreement attached hereto and incorporated herein by this reference.

SPRINT COMMUNICATIONS COMPANY, L.P.

By: _____ Date: _____
Name:
Title:

STATE OF Kansas)
)ss.
COUNTY OF Johnson)

On this ____ day of _____, 20_____, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of Sprint Communications Company L.P., 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: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5165

Date:
August 20, 2015

Department:
City Attorney

Attachments:
RES 5165

Budget Impact:
$0

Administrative Recommendation:

King County has placed on the November 3rd ballot an initiative intended to help fund programs to assist children and youth to reach adulthood in a healthy and productive manner. This initiative would also strive to address the challenges of mental illness, substance abuse, domestic violence, homelessness and incarceration. The proposed initiative would have a levy rate of $0.14 per $1,000.00 of assessed value for the taxpayers of King County. This Resolution, if passed, would evidence support for the initiative by the city Council, and would do so in conformity with the requirements of RCW 42.17A.555.

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff: Heid

Meeting Date: September 21, 2015

Item Number: RES.B

RESOLUTION NO. 5 1 6 5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, EXPRESSING SUPPORT FOR THE KING COUNTY PROPOSITION NO. 1, A REGULAR PROPERTY TAX LEVY FOR CHILDREN, YOUTH, FAMILIES AND COMMUNITIES

WHEREAS, King County Executive Dow Constantine proposed to the Metropolitan King County Council placing a "Best Starts for Kids" initiative on the November 3, 2015, ballot; and

WHEREAS, the King County Council approved this measure with the adoption of King County Ordinance Number 18088; and

WHEREAS, this initiative proposes to provide for a six year levy to fund programs for prevention and early intervention programs designed to increase the number of King County children and youth who reach adulthood healthy and ready to contribute to the region's prosperity; and

WHEREAS, the intention of this initiative would be to transform the way the county invests in the next generation, providing upstream solutions that prevent negative outcomes such as mental illness, substance abuse, domestic violence, homelessness and incarceration; and

WHEREAS, the proposed levy rate is $0.14 per $1000.00 of assessed value, which would cost the average King County homeowner about one dollar each week, with half of the funding going directly toward early children development - birth through age 5 - followed by early intervention as problems such as depression and chemical dependency occur during teenage years; and

WHEREAS, the proposed levy would also support community-based programs that are designed to create safe, healthy communities that reinforce a child's progress; and

WHEREAS, if approved, the levy would generate an estimated $58.3 million in 2016 with the following allocations:

- 50% to early childhood development from birth through age 5, when research shows that 92% of the brain growth occurs,
- 35% to sustain the game by providing early intervention services to address problems such as depression and developmental disabilities as the brain continues to develop through age 24,
- 10% to reinforce a child's progress by improving the health, social and economic outcomes of the community where they live, and
- 5% to pay for evaluation, data collection and program improvement; and

WHEREAS, RCW 42.17A.555 authorizes city councils to take collective action regarding ballot measures appearing before the voters so long as the action is taken at a public meeting, the intended action is identified on the agenda and the opportunity for opposing views is given to attendees at the public meeting; and

WHEREAS, in light of the significant need for funding the important programs to be provided by the Best Starts for Kids initiative, it is appropriate that the City Council support this ballot measure as permitted pursuant to RCW 42.17A.555.

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

Section 1. That the City Council supports King County Initiative No. 1, a Regular Property Tax Levy for Children, Youth, Families and Communities.

Section 2. That the Mayor is authorized to take such action as is necessary and appropriate to implement the directives of this legislation,

including forwarding copies of this Resolution to the King County Council, and others as warranted.

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

Dated and Signed this _____ day of _____, 2015.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

KING COUNTY PROPOSITION NO. 1

REGULAR PROPERTY TAX LEVY
FOR CHILDREN, YOUTH, FAMILIES AND COMMUNITIES

The King County Council passed Ordinance No. 18088, concerning funding to improve well-being of children, youth, families and communities. If approved, this proposition would provide funding for prevention and early intervention to achieve positive outcomes related to: healthy pregnancy; parental and newborn support; healthy child and youth development; the health and well-being of communities; and crisis prevention and early intervention for children and youth, including for domestic violence and homelessness. The measure would authorize an additional regular property tax of $0.14 per $1,000 of assessed valuation for collection beginning in 2016, and authorize maximum annual increases of 3% in the succeeding 5 years. Should this proposition be:

____ Approved

____ Rejected

RCW 42.17A.555

42.17A.555 Use of public office or agency facilities in campaigns — Prohibition — Exceptions.

No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency. However, this does not apply to the following activities:

(1) Action taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer districts, and water districts, to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;

(2) A statement by an elected official in support of or in opposition to any ballot proposition at an open press conference or in response to a specific inquiry;

(3) Activities which are part of the normal and regular conduct of the office or agency.

(4) This section does not apply to any person who is a state officer or state employee as defined in RCW 42.52.010. [2010 c 204 § 701; 2006 c 215 § 2; 1979 ex.s. c 265 § 2; 1975-'76 2nd ex.s. c 112 § 6; 1973 c 1 § 13 (Initiative Measure No. 276, approved November 7, 1972). Formerly RCW 42.17.130.]

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5167

Date:
September 15, 2015

Department:
CD & PW

Attachments:
Res 5167
Original Transit Service Agreement
Vicinity Map

Budget Impact:
$0

Administrative Recommendation:

City Council to adopt Resolution No. 5167.

Background Summary:

On December 22, 2008, the City of Auburn and King County entered into a Transit Service Direct Financial Partnership Agreement for additional transit service within Auburn. Section 4.1 of the Agreement provided that service specified in Attachment A would expire five years after the start of the service unless extended. This proposed Amendment 2 is specific to the extension of Metro Route 910 which was started in October 2010. Initially the Route 910 was included in the list of cuts proposed by Metro in 2014. Metro and the City now desire to extend the Agreement to provide the enhanced transit service for Route 910 for an additional five-year period.

The costs for this service are included in the 2015 City budget but were not originally included in the 2016 City budget due to the proposed Metro cuts. However, in light of this cut not taking place, the costs for the City's participation was included in the recent Transportation Improvement Plan update approved by Council in June 2015 and will be included in Budget Adjustment No. 4 that is anticipated to be before the Council for consideration in November 2015. Funding for this will be from the 102 Arterial Street Fund.

The anticipated costs to the City for this service annually ranges from $140,000 to $150,000 depending on the number of hours the Route is in operation.

The current service is due to expire in October of 2015, therefore the amendment is being requested to extend the service prior to the budget adjustment for the 2016 funding..

Reviewed by Council Committees:

Councilmember:		**Staff:**	Snyder
Meeting Date:	September 21, 2015	**Item Number:**	RES.C

RESOLUTION NO. 5 1 6 7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A SECOND ADDENDUM TO THE TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY

WHEREAS, On December 22, 2008, the City of Auburn and King County (the Parties) entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provided each service specified in Attachment A would expire five years after the start of the service unless extended; and

WHEREAS, the transit service enhancements provided for in Part II of Attachment A (i.e. Route 910) to the Agreement were implemented on or about October 2, 2010; and

WHEREAS, the Parties now desire to extend the Agreement to provide the enhanced transit service described in Part II of Attachment A for an additional five-year period.

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

Section 1. The Mayor is hereby authorized to execute a 2nd Addendum to the Transit Service Direct Financial Partnership Agreement

between the City of Auburn and King County, which Addendum shall be in substantial conformity with the Addendum attached hereto as Exhibit "A".

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

Section 3. This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2015.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

Exhibit "A"

AMENDMENT No. 2
to the
TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
between
KING COUNTY
and
THE CITY OF AUBURN, WASHINGTON

This Amendment No. 2 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 2" or the "Second Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the City of Auburn (the "City), a Washington municipal corporation (referred to as "Service Partner"), both of which entities may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of service , unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in PART II of Attachment A to the Agreement is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Service Partner desires to have Metro continue to provide the enhanced transit service beyond the initial period, the Agreement may be extended by the Transit General Manager; and

WHEREAS, the transit service enhancements provided for in Part II of Attachment A in the Agreement were implemented on or about October 2, 2010; and

WHEREAS, on January 7, 2015 the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) for an additional thirteen-month period, during which the Parties agreed to evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, the County and the City of Auburn now desire to extend the Agreement to provide the enhanced transit service described in Part II of Attachment A (i.e., Route 910) for an additional five-year period; and

WHEREAS, Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement; and

WHEREAS, no other changes are contemplated except as included in Amendment No. 1.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. **Extension of Term of Agreement**

   As provided for in Section 4.1, the enhanced transit service described in Part II of Attachment A (Route 910) in the Agreement is extended until September 30, 2020.

2. **No Other Modifications.**

   Except as specifically provided for in this Amendment No. 2, all other provisions of the Agreement shall remain unchanged and in full force and effect.

3. **Effective Date.**

   This Amendment No. 2 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the Agreement as of the date set forth below their signatures.

KING COUNTY

By: _____
Kevin Desmond
General Manager, Metro Transit Division
Department of Transportation
Date: _____

SERVICE PARTNER
City of Auburn

By: _____
Name
Its: Mayor

Date: _____

TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
THE CITY OF AUBURN, WASHINGTON
AND
PIERCE TRANSIT

THIS TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT (the "Agreement") is made by and between King County, a political subdivision of the State of Washington and home rule charter county with broad powers to provide public transportation within the County's geographic boundaries, by and through the King County Department of Transportation, Metro Transit Division (the "County" or "Metro Transit"), the City of Auburn and the Pierce County Public Transportation Benefit Authority (or "Pierce Transit") (both Washington municipal corporations) (Referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter individually as "City of Auburn" or "Pierce Transit" or collectively as the "Parties."

WHEREAS, in September 2006 the King County Council adopted Ordinance 15582, the *Transit Now* ordinance, directing the submission of a proposition to King County voters to fix and impose an additional sales and use tax of one-tenth of one percent to fund expansion of the King County Metro public transportation system and a variety of transit service improvements; and

WHEREAS, the *Transit Now* ordinance identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through *Transit Now* that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

WHEREAS, mutually beneficial contractual arrangements with other public and private entities ("service partnerships") that leverage public and private funds to provide both new and better bus service to cities and major employers is one of four key strategies (the "Service Partnership Program") identified in the *Transit Now* proposition approved by King County voters in the general election on November 7, 2006; and

WHEREAS, the Service Partnership Program is also designed and intended to support the service development objectives and financial strategies of the Metro Transit's *Ten-Year Strategic Plan for Public Transportation 2007-2016*; and

WHEREAS, the Service Partnership Program will provide commute alternatives for Pierce County residents who work in King County; and

WHEREAS, the *Ten-Year Strategic Plan for Public Transportation 2007 – 2016* adopted by the King County Council November 13, 2007 Strategy IM-3 exempts service partnerships, schedule maintenance, contracted services or partnership agreements from subarea allocation and reduction requirements; and

WHEREAS, Service Partner has submitted an application for a direct financial partnership for transit service and has met the criteria established by the County for awarding such partnerships; and

WHEREAS, the proposal submitted by Service Partner has been deemed to show a potential gain in ridership; and

WHEREAS, the proposal submitted by Service Partner has been approved by the King County Council,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship for enhanced transit services consistent with the goals and directives of the *Transit Now* ordinance and initiative as authorized by King County Council Ordinance 15582 (approved in September 2006) and passed by the voters of King County as *Transit Now* in the general election on November 7, 2006 to leverage sustainable local resources for transit service and to increase transit ridership.

This Agreement establishes the responsibilities of the Parties in relation to the transit service partnership, including methods for financing, implementing, monitoring, improving and terminating the partnership.

2. COUNTY'S RESPONSIBILITIES

2.1 The County will provide transit service enhancements in accordance with the service specifications set forth in Section II.C of Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and City of Auburn will share the fully allocated cost of the increased service hours at a rate of not more than two-thirds from County funds to not less than one-third from City of Auburn funds (actual contribution specified in Attachment A). Fully allocated costs include the cost of fuel, maintenance, driver wages, service supervision, infrastructure maintenance, revenue collection, scheduling, rider information, data analysis; and administrative and management costs. The County's cost allocation model will be used to determine the City of Auburn's contribution for service described in Section II of Attachment A The County will manage the service in accordance with its regular procedures and as may be further specified in this Agreement. The Parties understand and agree that, notwithstanding Service Partner's financial contribution, the transit service referenced herein will be open to the general public.

2.2 The County will include the new transit service enhancements provided for under this Agreement in its annual route performance monitoring. Enhanced transit service provided for via service partnerships will be expected to perform at or above the Metro Transit subarea average for its particular type of service in at least three of the four standard indicators monitored in Metro's annual *Route Performance Report:*

a) Rides per revenue hour;
b) The ratio of fare revenue to operating expense;
c) Passenger miles per revenue hour; and
d) Passenger miles divided by platform miles.

2.3 More specific benchmarks applicable to the enhanced transit service provided for herein are set forth in Attachment A. Three (3) years after implementation of the enhanced transit service provided for herein and annually thereafter, the County will make a determination as to the productivity and viability of the service. The County will notify Service Partner of its assessment of the service's productivity, performance, and ongoing viability. If the County deems that changes can be made to improve the service, the County and Service Partner will discuss possible modifications and may agree on any decisions to modify the service enhancements provided for herein, provided, however, that any such modifications shall be consistent with the requirements set forth in KCC 28.94.020(B)(2). After consultation with Service Partner, if the County determines that the enhanced service provided for herein is not viable based upon performance, and proposed changes are insufficient to boost productivity beyond a minimum threshold as may be established and the Parties cannot agree on a substitute investment on a different route or a different corridor, the County will notify Service Partner of its intention to terminate the Agreement. Throughout, the County recognizes that statutory responsibility for making significant changes to, or eliminating, services described in Section I of Attachment A rests with Pierce Transit.

2.4 **Monetary Contributions.** The County will contribute, via payment of billings from Pierce Transit twice per year, as specified in Section 5.2 of this Agreement, no more than two thirds of the cost of the enhanced service described in Section I of Attachment A. The amount of the County's actual yearly monetary contributions are to be determined by application of the cost allocation calculation specified in Section I of Attachment A, which is attached hereto and incorporated herein by this reference. If application of that cost allocation formula yields a higher dollar amount, the County shall pay the larger amount.

3. SERVICE PARTNER'S RESPONSIBILITIES

3.1 **Monetary Contributions.** Service Partner will contribute at least one-third of the cost of the enhanced service described in Attachment A, in an amount not less than US$100,000 per year for at least five (5) years to add to existing transit service or a minimum of US$200,000 per year for at least five (5) years to implement new transit service. The foregoing dollar amounts represent the minimum monetary contributions that Service Partner will be responsible for pursuant to this Agreement. The amount of Service Partner's actual yearly monetary contributions, over and above the minimum yearly contributions specified in this Subsection 3.1, are to be determined by application of the cost allocation calculations specified in Attachment A, which is attached hereto and incorporated herein by this reference. If application of those cost allocation formulae yields a higher dollar amount, Service Partner shall pay the larger amount.

3.2 **Transit Service Enhancements.** In addition to the financial contributions referenced in Subsection 3.1, the City of Auburn will undertake a number of additional actions that are expected to increase ridership on the enhanced bus services provided for herein, including, but not limited to implementation of transportation demand management programs, parking management, service promotions, and communication infrastructure and transit signal priority improvements. The transit service enhancements to be undertaken by the City of Auburn pursuant to this Agreement are set forth more fully in Attachment A, which is attached hereto and incorporated herein by this reference, The Parties acknowledge and agree that the goal of this Agreement is to increase ridership. Toward that end, the Parties agree to work together in good faith to refine the details of the required transit service enhancements in order to assure effective and timely implementation.

3.3 Pierce Transit will establish and operate transit service enhancements in accordance with the service specifications set forth in Section I.C of Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and Service Partner

will share the cost of the increased service hours at a rate of not more than two-thirds from County funds to not less than one-third from Partner funds (actual contribution specified in Attachment A). While Pierce Transit will hold authority and responsibility for conducting public participation processes in advance of any significant service modification, as defined by Pierce Transit's adopted service modification procedures, Pierce Transit will work together with the County and City of Auburn in the design and implementation of such changes. Pierce Transit's cost allocation model will be used to determine the County and Service Partner contributions for service described in Section I of Attachment A. Pierce Transit will provide performance data using its standard ridership and service monitoring practices. The Parties understand and agree that, notwithstanding the Parties' financial contributions, the transit service referenced herein will be open to the general public.

4. **TERM OF AGREEMENT**

4.1 This Agreement shall commence upon signing by the Parties and, for each service specified in Attachment A, expire five (5) years after the start of that service, unless extended or earlier terminated pursuant to the terms of this Agreement. If after five (5) years the enhanced transit service described in Section II of Attachment A is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of this Agreement and the additional performance benchmarks specified in Attachment A, and the City of Auburn desires to have Metro Transit continue to provide the enhanced transit service beyond the initial five year period, this Agreement may be extended by the Transit General Manager for an additional five years without additional approval by the King County Council. If after five (5) years the enhanced transit service described in Section I of Attachment A is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of this Agreement and the additional performance benchmarks specified in Attachment A, and the Parties desire to have Pierce Transit continue to provide the enhanced transit service beyond the initial five year period, this Agreement may be extended by the Parties for an additional five years without additional approval by the King County Council or Pierce Transit Board of Commissioners.

4.2 This Agreement is subject to review and approval by the King County Council and, if necessary, the governing bodies of any other governmental entities that are a Party to this Agreement.

5. **INVOICES/PAYMENT PROCEDURES**

5.1 The County will invoice the City of Auburn twice each year for its contribution, as specified in Section 3.1 of this Agreement, to the transit service described in Section II of Attachment A. The City of Auburn will receive two (2) billings each calendar year for the actual costs incurred by the County to operate or manage the service.

5.2 Pierce Transit will invoice the County and the City of Auburn twice each year, as specified in Section 2.4 of this Agreement, for the transit service described in Section I of Attachment A. The County and City of Auburn will receive two (2) billings each calendar year for the actual costs incurred by Pierce Transit to operate the service.

5.3 Estimates of the total service costs based on scheduled service hours are shown in Attachment A. These estimates will be adjusted in January each year, based on the per mile and per hour rates for that year. King County will provide these adjustments to the City of Auburn for service described in Section II of Attachment A. Pierce Transit will provide adjustments to King County and the City of Auburn for service described in Section I of Attachment A.

5.4 The City of Auburn shall make payment to the County within forty-five (45) days after receipt of an invoice. Should the City of Auburn fail to pay the County the amount due within forty-five (45) days of receipt of a billing invoice from the County, a late payment assessment shall be applied to any outstanding balance due for that invoice. The late payment assessment shall be fixed at the maximum rate allowable under Washington state law.

5.5 The County and City of Auburn shall make payment to Pierce Transit within forty-five (45) days after receipt of an invoice. Should either the County or City of Auburn fail to pay Pierce Transit the amount due within forty-five (45) days of receipt of a billing invoice from the Pierce Transit, a late payment assessment shall be applied to any outstanding balance due for that invoice. The late payment assessment shall be fixed at the maximum rate allowable under Washington state law.

6. INDEMNIFICATION AND LEGAL RELATIONS

6.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.

6.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

6.3 Each Party shall protect, defend, indemnify and save harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

6.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

6.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, located in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

6.6 The provisions of this section shall survive any termination of this Agreement.

7. INSURANCE REQUIREMENTS

Each party shall self-insure or procure and maintain for the duration of the Agreement, insurance or self-insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this agreement by the Parties.

8. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. Such amendments and modifications may be executed by the General Manager of the County's Transit Division without additional Council approval, so long as any such amendments are consistent with the intent and purpose of this Agreement.

9. TERMINATION OF AGREEMENT

9.1 Either Party may terminate this Agreement, in whole or in part, in writing if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other; provided, however, that, insofar as practicable, the Party terminating the Agreement will give not less than 135 calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

9.2 In addition to termination under Paragraph 8.1 of this Section, the County or Pierce Transit may terminate this Agreement pursuant to the provisions of Section 2.3 of this Agreement, in whole or in part, provided, that the other parties to this agreement will be given not less than 135 calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

9.3 If any Party terminates, the other Parties will pay the County and/or Pierce Transit a pro-rated amount for services performed in accordance with the Agreement to the date of termination.

10. FORCE MAJEURE

All Parties shall be excused from performing their obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the obligation to make payment to the County for work performed in accordance with this Agreement.

11. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized Parties and attached to the original Agreement.

12. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that no Party shall assign or transfer in any manner any interest, obligation or benefit of this Agreement without the others' prior written consent.

13. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

14. MUTUAL NEGOTIATION AND CONSTRUCTION

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

15. ALL TERMS AND CONDITIONS

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

16. CONTACT PERSONS

The County and Service Partner shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	Service Partner	
Contact Name	Joe Welsh	Kelly Hayden
Organization	City of Auburn Public Works	Pierce Transit
Title	Transportation Planner	Director of Service Planning
Address	25 W. Main Street	P.O. Box 99070
	Auburn, WA 98001	Lakewood, WA 98499
Telephone	253-804-5050	253-984-8217
Fax	253-931-3053	253-589-6364
E-Mail	jwelsh@auburnwa.gov	khayden@piercetransit.org

	King County
Contact Name	Matt Hansen
Title	Supervisor, Market Development, Metro Transit Division
Address	YES-TR-0600
	400 Yesler Way
	Seattle, WA 98104
Telephone	206-263-3598
Fax	206-684-2058
E-Mail	matt.hansen@kingcounty.gov

17. Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body, via King County Ordinance No. 16041 dated March 24, 2008, and via City of Auburn Resolution No. 4418, dated November 17, 2008, and via Pierce Transit Resolution No. 08-035 dated October 13, 2008.

18. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 22nd day of December, 2008.

KING COUNTY

By: [signature]

Title: GM.

Date: 12/22/08

CITY OF AUBURN

By: [signature]

Title: MAYOR

Date: NOV 17 2008

PIERCE TRANSIT

By: [signature]

Title: CEO

Date: 12/1/08

ATTACHMENT A
Direct Financial Partnership Scope of Work
City of Auburn
Pierce Transit

For the purpose of defining the responsibilities of the three partners, this attachment is divided into two parts:

Part I. Lakeland Hills (Partners are King County, Pierce Transit and the City of Auburn).
Part II. Routes 910 and 919 (Partners are City of Auburn and King County).

The table in the appendix to this attachment depicts the overall cost estimates as a combined partnership.

I. Lakeland Hills Partnership

A. Service Description

The Lakeland Hills-Auburn Sounder Station route will be a commuter service to be established and operated by Pierce Transit through a funding partnership with the County and City of Auburn. The Lakeland Hills feeder will operate between Lake Tapps Parkway and Auburn Station, with one-way service to the station in the a.m. peak and from the station to Lakeland Hills in the p.m. peak. The intent of the new service on the Lakeland Hills feeder is to provide peak service to connect residential areas to Auburn Station to facilitate transfers to Sounder commuter rail, Sound Transit express bus service, and Metro bus service. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partners mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization. King County, Pierce Transit and the City of Auburn agree to share in the cost and responsibilities of new Lakeland Hills service.

1. Start Date for Service

Service on the route(s) described above shall commence with Pierce Transit's service change of February 9, 2010.

B. Monetary Contributions

1. Monetary and In-Kind Contributions to be Made by Service Partners

Pierce Transit agrees to provide three 25-foot transit "Bus Plus" vehicles (two active vehicles, one spare vehicle) for the service as described in this attachment. In addition, Pierce Transit agrees to operate the service and dispatch and maintain the vehicles.

The City of Auburn and Pierce Transit agree to contribute a combined total of approximately $175,307 per year for five years of service on a new Lakeland Hills commuter route as defined in Service Description of this Attachment A, Part I. The actual annual cost the Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.3 of this Agreement. Rates for per-hour cost will be based on Pierce Transit's fully allocated rate for "blended" (both directly operated and contracted) SHUTTLE service.

2. Monetary Contributions to be Made by County

The County agrees to contribute approximately $116,871 per year for five years of service on a new Lakeland Hills commuter route as defined in Service Description of this Attachment A, Part I. The actual annual cost the County agrees to pay on an annual basis shall be determined in accordance with Section 5.3 of this Agreement. Rates for per-hour and per-mile cost will be based on Pierce Transit's fully allocated rate for "blended" (both directly operated and contracted) SHUTTLE service.

C. Transit Service Enhancements

1. Service Partners agree to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager and the Chief Executive Officer of Pierce Transit. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partners will contact King County Metro's Market Development group and Pierce Transit's Policy, Planning and Public Affairs Department to refine the details of these actions to help assure effective and timely implementation. Service Partners remain responsible for the cost and implementation of the following actions or similar activities as mutually agreed by the parties to this agreement:

City of Auburn

a. Promotion
Provide promotional materials about shuttles to the Lakeland community. This would be accomplished through:
- Quarterly neighborhood direct mailings.
- Press releases in local newspapers.
- Advertising on local TV 21.
- Bus maps, timetables, and bike maps.
- Assistance in commute planning provided on the City of Auburn Web site.

b. Parking Management

Assist King County Metro and Pierce Transit in securing additional park-and-ride stalls/locations to support the Lakeland Hills feeder service.

Pierce Transit

a. Promotion
Pierce Transit will advertise the new service via its normal marketing channels, and will include the service information in Pierce Transit timetables and on Pierce Transit's Web site.

2. The County agrees to undertake the following supporting actions:

   a. Additional Promotion of Service
   Work with Service Partners to promote transit use on the affected routes.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Pierce Transit will provide three 25-foot transit "Bus Plus" vehicles. These vehicles will be considered a part of Pierce Transit's financial contribution, resulting in a reduction in Pierce Transit's share of service costs. The cost of the vehicles will be calculated at $58,436 per year for each of the five years of this agreement.

Approximate total annual hours: 3,848

Estimated fully allocated annual cost (County's + Service Partners' cost): $292,179

City of Auburn's estimated annual share of fully allocated annual cost:
Forty percent ($116,871 based on 2008 fully allocated annual cost)

Pierce Transit's estimated annual share of fully allocated cost:
Twenty percent ($58,436 based on 2008 fully allocated annual cost)

County's estimated annual share of fully allocated cost:
Forty percent ($116,871 based on 2008 fully allocated annual cost)

The cost of service will be determined by Pierce Transit's fully allocated rate for "blended" (both directly operated and contracted) SHUTTLE services.

E. Benchmarks for Evaluating Route Performance

Both Metro and Pierce Transit have consistent, formal route-performance evaluation processes to identify individual routes that may require modification, expansion or termination. The Lakeland Hills service will be evaluated by both agencies, each using its own adopted standards.

Metro routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

DART Peak (Applies to Lakeland Hills service)
Rides per revenue hour: Average – 22.6
Fare revenue/operating expense: n/a
Passenger miles/revenue hour: Average – 54
Passenger miles/platform miles: Average – 3.32

Metro's initial performance review for this Lakeland Hills service will use benchmarks determined using 2009 data.

Pierce Transit routes are grouped according the characteristics of the neighborhoods being served. The Lakeland Hills service will be expected to meet the standards established by Pierce Transit's Board of Commissioners for Suburban Routes. In 2008 this standard is set at a minimum level of fifteen boarding passengers per revenue vehicle hour.

II. Routes 910 and 919

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partner

   The City of Auburn agrees to contribute approximately $100,000 per year for five years of service on Route 910 and Route 919 as defined in the Service Description in Section C of this Attachment A, Part II. The actual annual cost the Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.3 of this Agreement.

2. Monetary Contributions to be Made by County

   The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. The City of Auburn agrees to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, City of Auburn will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. City of Auburn remains responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

   City of Auburn

   a. Promotion
      Provide promotional materials about shuttles to the senior community. This would be accomplished through:
      - Direct advertising to seniors via the Auburn Senior Center.
      - Press releases in local newspapers.
      - Advertising on local TV 21.
      - Provide bus maps, timetables, and bike maps.
      - Assistance in commute planning provided on the City of Auburn Web site.

   b. Other Incentives
      - Provide a $50/month subsidy transit pass for city employees for use of bus, vanpool, and rail.
      - Provide covered bicycle lockers for city employees.
      - Provide showers and lockers for employees who bicycle, walk, or motorcycle.
      - Provide a Guaranteed Ride Home program to city employees.
      - Provide five HOV stalls for city employee parking.

2. The County agrees to undertake the following supporting actions:

   a. Additional Promotion of Service
      - Work with City of Auburn to promote transit use on the affected routes.

C. Service Description

Routes 910 and 919 will be created through splitting the existing Route 919 and expanding service into two separate components. Route 919 will be modified into a community shuttle connecting 40th Street NE and I Street NE to the YMCA and Supermall area via Auburn Station. Route 910 will assume the southern portion of the existing Route 919 and will connect the Dogwood neighborhood, Auburn Senior Center, and Auburn Station via Auburn Way S. The intent of the enhanced service on Route 919

is to provide service to connect residential areas to major trip generators via Auburn Station. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and City of Auburn mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

1. Start Date for Service

   Service on the route(s) described above shall commence with Metro service change of _____, 2010.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total annual hours: 2,763

Estimated fully allocated annual cost (County's + Service Partner's cost): $218,055.96

City of Auburn's estimated annual share of fully allocated annual cost:
Forty-five percent ($100,000 based on 2008 fully allocated annual cost)

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

DART Off-Peak
Rides per revenue hour: Average – 17.4
Fare revenue/operating expense: n/a
Passenger miles/revenue hour: Average - 53
Passenger miles/platform miles: Average – 3.46

Initial performance review for Routes 910 and 919 will use benchmarks determined using 2010 data.

EXHIBIT 1.

Preliminary Cost Estimate

Route	Day	Direction	Time	Description	# of trips	Est'd hours	Rate/hour Pierce Transit blended cost $75.93	Total Cost
LH	M-F	north	5:00 a.m. – 8:00 a.m.	Lakeland Hills to Auburn Station	7	3,848	$292,178.64	$292,178.64
LH	M-F	south	4:00 p.m. – 6:30 p.m.	Auburn Station to Lakeland Hills	7			
			Subtotal		14	3,848	$292,178.64	$292,178.64
						King County Metro Transit contribution		**$116,871.46**
						City of Auburn contribution		**$116,871.46**
						Pierce Transit contribution		**$58,435.73**
							DART Rate/hour $78.92	
919	M-Sa	north	6:00 a.m. to 4:30 p.m.	YMCA to 40th St NE	9	2,763	$218,055.96	$218,055.96
919	M-Sa	south	6:30 a.m. to 4:30 p.m.	40th St NE to YMCA	9			
			Subtotal		18	2,763	$218,055.96	$218,055.96
						King County Metro Transit contribution		**$118,055.96**
						City of Auburn contribution		**$100,000.00**
			Total		32	6,611		$510,234.60
						King County Metro Transit contribution		**$234,927.42**
						City of Auburn contribution		**$216,871.46**
						Pierce Transit contribution		**$58,435.73**

AMENDMENT No. 1
to the
TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
between
KING COUNTY
and
THE CITY OF AUBURN, WASHINGTON
AND
PIERCE TRANSIT

This Amendment No. 1 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 1" or the "First Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the City of Auburn (the "City") and the Pierce County Public Transportation Benefit Authority ("Pierce Transit"), both Washington municipal corporations (referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter separately as "Party" or together as the "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of the service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in Section 1 of Attachment A to the Agreement is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Service Partner desires to have Pierce Transit continue to provide the enhanced transit service beyond the initial five-year period, the Agreement may be extended by the Parties for an additional five years without additional approval by the King County Council or the Pierce Transit Board of Commissioners; and

WHEREAS, the transit service enhancements provided for in Part I of Attachment A in the Agreement were implemented on or about February 9, 2010; and

WHEREAS, the Parties now desire to extend the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) for an additional thirteen-month period, during which the Parties will evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. **Extension of Term of Agreement**

   As provided for in Section 4.1, the enhanced transit service described in Part I of Attachment A in the Agreement is extended until March 12, 2016.

2. **Service Cost**

   The service cost during the extended term of the Agreement will be based on Pierce Transit's per hour rate of $75.93.

3. **Execution of Agreement – Counterparts**

   A new Section 19 is added to the Agreement to read as follows:

   This Agreement, and any amendments to this Agreement, may be executed in separate counterparts, each of which shall be regarded for all purposes as an original and all of which taken together constitute one and the same Agreement. Facsimile or scanned and emailed counterpart signatures to this Agreement shall be acceptable and binding on the Parties hereto.

4. **No Other Modifications.**

   Except as specifically provided for in this Amendment No. 1, all other provisions of the Agreement shall remain unchanged and in full force and effect.

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5. **Effective Date.**

This Amendment No. 1 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the Agreement as of the date set forth below their signatures.

KING COUNTY

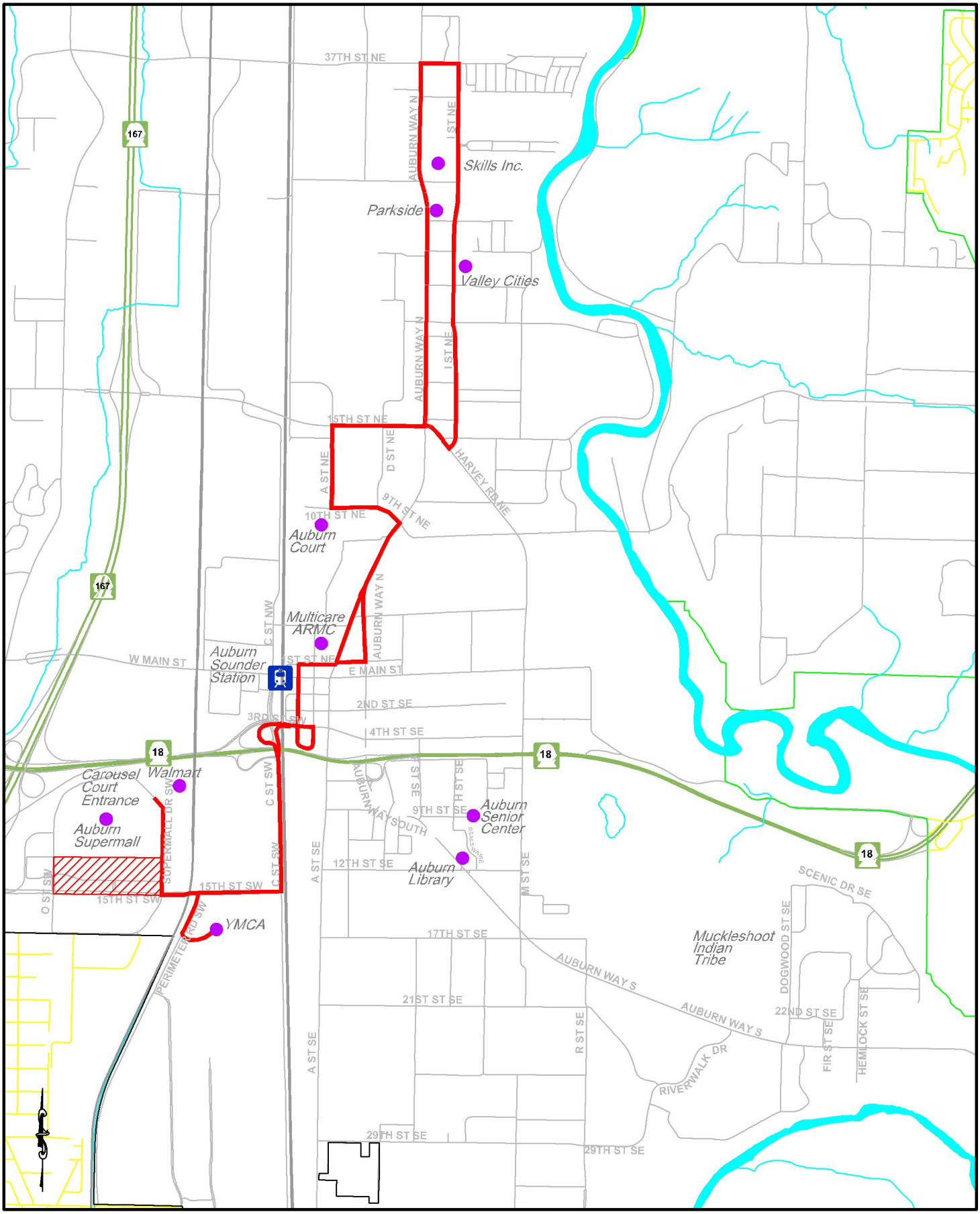
By: _____
Kevin Desmond
General Manager, Metro Transit Division
Department of Transportation
Date: 1/20/15

SERVICE PARTNER
City of Auburn

By: Nancy Backus
Name
Its (Title): Mayor
Date: 12·22·14

SERVICE PARTNER
Pierce Transit

By: _____
Name
Its (Title): In Terim CEO
Date: January 7, 2015



CITY OF AUBURN WASHINGTON

King County Metro
Auburn Route 910

Sounder Commuter Rail & Station

Destination Points of Interest

Route 910

Route 910 DART Area

RES.C

H:\Transportation\03-Transportation Planning\Transit

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5168

Date:
September 14, 2015

Department:
CD & PW

Attachments:
Res 5168 with Easement

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5168

Background Summary:

Resolution No. 5168 authorizes the relinquishment of one City easement that is located at 1905 Howard Road SE on Tax Parcel 1921059206.

Farrell Property Investments ("Developer") is proposing to construct a 125-unit active adult residential development at 1905 Howard Road SE (Tax Parcels 1921059206 and 1921059247). Tax Parcel 1921059206, which is the site of the proposed building, contains two easements for sewer drain fields that were recorded on the same document in 1989. Each easement serves as an onsite septic system drainfield site for two adjacent properties:

- Tax Parcel 1921059337 (currently owned by the City of Auburn [City], currently used as a stormwater facility)
- Tax Parcel 1921059274 (currently owned by Valley Regional Fire Authority [VRFA]).

The Developer is requesting that the easements be relinquished to accommodate their proposed building which would overlap with the City's and VRFA's existing easement area.

In exchange for the City's relinquishment of the 90-foot by 120-foot easement that benefits the City's property (Tax Parcel 1921059337), the Developer will grant a new 15-foot wide sanitary sewer easement for potential future construction of a sewer main line from the City's property to the existing sewer system in the adjacent "O" Court SE. Note that the existing, underlying 25-foot public utilities easement (recorded in 1990) along the north side of Tax Parcel 1921059206 would remain for the benefit of the City.

The second easement was intended for VRFA's benefit for an onsite septic system, but VRFA's property has since connected to the public sewer system and no longer needs an onsite septic system. On September 8, 2015, VRFA approved the execution of the document to relinquish VRFA's easement.

City staff feels that it is in the best interests of the City to grant the relinquishment in exchange for the new easement area for the following reasons:

- There is no current need for a septic system to serve the City's Storm property.
- There is no existing septic system in place at this time.
- The new sanitary sewer easement to be granted by the Developer will provide the necessary access to the City's existing sewer system if future sewer service for the City's property is required.

The developer has provided an executed easement document for the proposed new 15-foot side sewer easement to the City.

The resolution granting the relinquishment is attached, together with the relinquishment document.

Reviewed by Council Committees:

Councilmember:		**Staff:**	Snyder
Meeting Date:	September 21, 2015	**Item Number:**	RES.D

RESOLUTION NO. 5 1 6 8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE RELINQUISHMENT OF ITS INTEREST IN SEWER EASEMENTS AT 1905 HOWARD ROAD SOUTHEAST, IN THE CITY OF AUBURN

WHEREAS, in connection with the development of and short platting of property in the vicinity of 1905 Howard Rd., Auburn, WA, the City of Auburn and the Valley Regional Fire Authority (VRFA) received interests in easements to serve such property; and

WHEREAS, the property is now being redeveloped, and the developer proposes to replace the existing easements with new easements that would better serve public needs, and as a result neither the City nor VRFA has a continued need for the initial easements; and

WHEREAS, it would be appropriate for the City to relinquish its interests in the easements in conjunction with its receipt of new easements more appropriately tied to the properties to be served.

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

Section 1. The Mayor is authorized to execute, on behalf of the City of Auburn, the Relinquishment of Sewer Easements in conformity with the document attached hereto, marked as ATTACHMENT "I" is and incorporated herein by this reference.

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

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

CITY OF AUBURN

_____
Nancy Backus, Mayor

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

RELINQUISHMENT OF SEWER EASEMENTS

Reference # (if applicable):	**8911150022**
Grantor/Borrower:	**City of Auburn** and **Valley Regional Fire Authority**
Grantee/Assignee/Beneficiary:	**F&M Development Company LLC**
Legal Description/STR:	**Section 19, Township 21N, Range 5E**
Assessor's Tax Parcel ID#:	**192105-9206**

This RELINQUISHMENT OF EASEMENTS is executed by the City of Auburn, a Municipal Corporation of King County, (the "City") and Valley Regional Fire Authority ("VRFA") as authorized pursuant to Auburn City Code (ACC) 12.04.050.

WHEREAS the owners of Lot 3 Short Plat 6-80 Recording No. 8007080428 (parcel 192105-9337) was granted Sewer Easement 1 and the owner of Lot 4 Short Plat 7-80 Recording No. 8008070488, later recorded as SPL 0004-90 Recorded under Recording No. 9005171021 (parcel 192105-9274) was granted Sewer Easement 2 crossing that certain property in Auburn, King County, Washington, which is recorded under King County Recording No.8911150022, wherein the owners of parcel 192105-9206, were the Grantors and the owners of parcels 192105-9337 and 192105-99274 were the Grantees; and

WHEREAS F&M Development Company LLC is the current owner of parcel 192105-9206, the City is the current owner of parcel 192105-9337 and VRFA is the current owner of 192105-9274.

WHEREAS the City and VFRA have determined that Sewer Easements 1 and 2 are in excess of City and VRFA needs and their interests in said easements should be relinquished.

NOW, THEREFORE, the City and VRFA hereby relinquish, and forever abandon any interests they may have in the Sewer Easements 1 and 2, described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by this reference.

SIGNATORY – CITY OF AUBURN, WASHINGTON

DATED and SIGNED this _____ day of _____, 2015.

CITY OF AUBURN

BY _____
Nancy Backus, Mayor

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

BY _____
Daniel B. Heid, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Nancy Backus and Danielle E. Daskam were the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the **Mayor** and **City Clerk** of the City of Auburn to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated _____

_____

_____
Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

SIGNATORY – VALLEY REGIONAL FIRE AUTHORITY

DATED this 11th day of September, 2015.

ERIC ROBERTSON

Administrator

APPROVED AS TO FORM:

Joseph F. Quinn, Attorney for VRFA

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Eric E. Robertson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Administrator** of the **Valley Regional Fire Authority**, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated September 11, 2015

ANGIE M. BOYLE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES 5-14-16

Angie M. Boyle

Angie M. Boyle

Notary Public in and for the State of Washington
Residing at Bonney Lake, Pierce County
My appointment expires 5-14-2016

IG\sas\tlb
REF. H:\Development\Projects\Estates at Hillside Gardens\Legal Documents\2015

EXHIBIT "A"

Easements Created In Statutory Warranty Deed 8911150022 To Be Relinquished

Easement 1

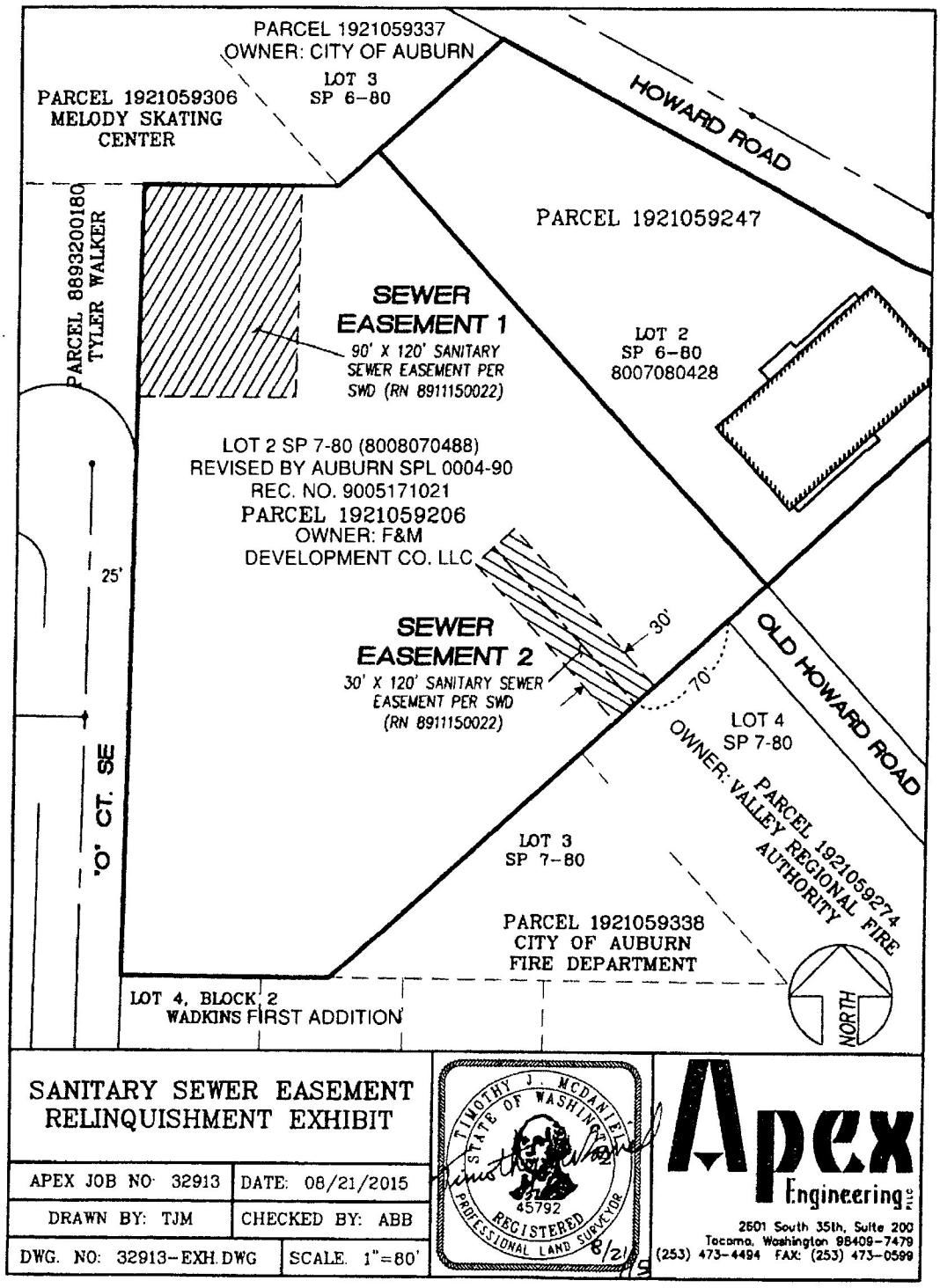
An easement for sewer over the North 120 feet of the West 90 feet of Lot 2 of SP 7-80, Recording No. 8008070488, Revised under SPL 0004-90 (Recording No. 9005171021) (King County Tax parcel No. 1921059206), within the City of Auburn, Washington, which easement was initially established for the benefit of Lot 3 Short Plat 6-80, Recording No. 8007080428, Records of King County, WA.

Easement 2

A 30 foot easement for sewer the centerline of which is at a point on the southerly boundary of Lot 2 of SP 7-80 (Recording No. 8008070488) revised by SPL 0004-90 (Recording No. 9005171021), 70 feet West of the west line of vacated Howard Road and which runs thence northwesterly parallel to the west line of said vacated Howard Road a distance of 120 feet, more or less, (King County Tax parcel No. 1921059206), within the City of Auburn, Washington, which easement was initially established for the benefit of Lot 4 of SP 7-80.

Said Easements are depicted on EXHIBIT "B"

EXHIBIT "B"


PARCEL 1921059337
OWNER: CITY OF AUBURN
LOT 3
SP 6-80
PARCEL 1921059306
MELODY SKATING
CENTER
HOWARD ROAD
PARCEL 1921059247
PARCEL 8893200180
TYLER WALKER
SEWER
EASEMENT 1
90' X 120' SANITARY
SEWER EASEMENT PER
SWD (RN 8911150022)
LOT 2
SP 6-80
8007080428
LOT 2 SP 7-80 (8008070488)
REVISED BY AUBURN SPL 0004-90
REC. NO. 9005171021
PARCEL 1921059206
OWNER: F&M
DEVELOPMENT CO. LLC
25'
SEWER
EASEMENT 2
30' X 120' SANITARY SEWER
EASEMENT PER SWD
(RN 8911150022)
30'
70'
OLD HOWARD ROAD
LOT 4
SP 7-80
PARCEL 1921059274
OWNER: VALLEY REGIONAL FIRE
AUTHORITY
'O' CT. SE
LOT 3
SP 7-80
PARCEL 1921059338
CITY OF AUBURN
FIRE DEPARTMENT
LOT 4, BLOCK 2
WADKINS FIRST ADDITION
NORTH
SANITARY SEWER EASEMENT
RELINQUISHMENT EXHIBIT
APEX JOB NO: 32913
DATE: 08/21/2015
DRAWN BY: TJM
CHECKED BY: ABB
DWG. NO: 32913-EXH.DWG
SCALE: 1"=80'
TIMOTHY J. MCDANIEL
STATE OF WASHINGTON
45792
REGISTERED
PROFESSIONAL LAND SURVEYOR
8/21/15
Apex
Engineering PLLC
2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5169

Date:
September 2, 2015

Department:
Administration

Attachments:
Res 5169

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5169.

Background Summary:

The US Department of Homeland Security (DHS) makes available Emergency Management Performance Grants (EMPG) to local jurisdictions specifically to enhance their emergency management programs. The City of Auburn was allocated funds based on a state-wide formula. These funds can be used exclusively for emergency management activities and only for items and activities which were not previously budgeted for. Funds will be used to conduct planning activities and provide public education activities and supplies. Name of agenda bill

Reviewed by Council Committees:

Councilmember:

Staff: Hinman

Meeting Date: September 21, 2015

Item Number: RES.E

RESOLUTION NO. 5 1 6 9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING ACCEPTANCE OF A GRANT FROM THE WASHINGTON STATE MILITARY DEPARTMENT IN THE AMOUNT OF FORTY-NINE THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS ($49,366.00) FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE NECESSARY AGREEMENTS TO ACCEPT AND EXPEND SAID FUNDS

WHEREAS, the City created and maintains an active Emergency Management Program; and

WHEREAS, the United States Department of Homeland Security makes available Emergency Management Performance Grant monies to local emergency management programs; and

WHEREAS, the Washington State Military Department, Emergency Management Division has approved a grant of those monies to the City of Auburn Emergency Management program, as indicated in the letter attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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

Section 1. Purpose. The City Council of the City of Auburn does hereby authorize the Mayor to accept the Washington State Military Department, Emergency Management Division offer of a grant in the amount of Forty-Nine Thousand Three Hundred Sixty-Six Dollars ($49,366.00) as the City's allotment of annual Emergency Management Performance Grant monies,

empowering the Mayor to negotiate and execute a contract for such grant and to expend the grant dollars consistent with the purposes and intentions of the grant.

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

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

DATED AND SIGNED THIS _____ DAY OF SEPTEMBER 2015.

CITY OF AUBURN

_____
Nancy Backus
MAYOR

ATTEST:

_____
Danielle Daskam,
City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid,
City Attorney

EXHIBIT "A"

STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION
MS: TA-20 Building 20 • Camp Murray, Washington 98430-5000
Phone: (253) 512-7000 • Fax: (253) 512-7207

September 1, 2015

Sarah K. Miller
City of Auburn, Emergency Manager
25 W Main Street
Auburn, WA 98001-4916

Dear Ms. Miller:

This letter serves as official notification that the City of Auburn, Emergency Management will receive a Federal Fiscal Year 2015 Emergency Management Performance Grant (EMPG) award in the amount of $49,366 from the Washington State Military Department.

Once we receive the FFY 2015 EMPG award, a grant agreement contract will be initiated and forwarded to your grant contact.

Thank you for your patience. If you have any questions, please contact: Gary Stumph, 253-512-7483, gary.stumph@mil.wa.gov, or Sierra Wardell, 253-512-7121, sierra.wardell@mil.wa.gov.

Sincerely,

SMWardell

for Charma Anderson
Preparedness Grants Section Supervisor

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5170

Date:
September 15, 2015

Department:
Police

Attachments:
Res 5170

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff: Lee

Meeting Date: September 21, 2015

Item Number: RES.F

RESOLUTION NO. 5 1 7 0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DECLARING A CERTAIN FIREARM AS SURPLUS PROPERTY AND APPROVING ITS SALE TO A RETIRED POLICE OFFICER

WHEREAS, the City of Auburn Police Department owns a certain Sig Sauer firearm, Model P226, Serial # U430918 (the "Sig Sauer"); and

WHEREAS, the City has removed the Sig Sauer from service and would like to surplus the firearm; and

WHEREAS, Jeff McClane has recently retired from the Auburn Police Department and would like to purchase the Sig Sauer; and

WHEREAS, Jeff McClane remains eligible to legally possess and own a firearm under state and federal law.

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

Section 1. That the Sig Sauer firearm, Model P226, Serial # U430918 is hereby declared surplus and its sale to retired Auburn Police Officer Jeff McClane in accordance with the Sale and Hold Harmless Agreement set forth in Exhibit A attached hereto and incorporated herein by this reference is approved.

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

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

CITY OF AUBURN

_____
Nancy Backus, Mayor

ATTEST:

_____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid, City Attorney

EXHIBIT "A"

SALE AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into this 31 day of August, 2015, by and between the City of Auburn, its agents, employees and assigns (hereinafter referred to as the "City") and Jeff McClane, his heirs and assigns.

The Sig Sauer P226 Serial #U430918, having been removed from service, may be purchased by the prior assigned officer, Jeff McClane, for the sum of 300 hundred dollars and no/100 ($300.00). Jeff McClane seeks to purchase the said Sig Sauer under the terms of this Agreement and the City seeks to relieve itself of ownership of Sig Sauer and any potential exposure to additional costs and/or other issues that may arise in the future.

Jeff McClane acknowledges and agrees that the City has no basis upon which to render any warranty or guarantee regarding function or capacity of the said Sig Sauer and accordingly the city offers no warrant or guarantee and disclaims any warranty in law or equity that might otherwise accompany a sale. Jeff McClane voluntarily accepts these conditions and disclaimers.

For sufficient consideration, including Jeff McClane's payment under the terms of this Agreement and the City's agreement to sell the Sig Sauer in lieu of other means of disposal and for other consideration as set forth in this agreement, Jeff McClane agrees to release, acquit and forever discharge the City of and from any and all actions, claims, demands, claims for attorney's fees or other claims of any variety on account of or in any way arising out of Jeff McClane's ownership of the Sig Sauer. Jeff McClane specifically acknowledges that the sale of the said Sig Sauer is "as is" that the City has not agreed to provide any further care, parts or repair for the said Sig Sauer as a condition of sale, and agrees that he will not make any claim against the City after the sale for anything associated with the said Sig Sauer or other needs or conditions, whether those needs and conditions occurred prior to or after this sale.

Jeff McClane agrees that the said Sig Sauer is solely his property and that he bears full responsibility for the Sig Sauer's care, safety and actions from the time of purchase forward.

By signing this Agreement, Jeff McClane acknowledges that he has executed this Agreement of his own free will and is a voluntary act.

Jeff McClane (Police Retiree), Purchaser

By: Bob Lee, Chief of Police
On behalf of the City of Auburn

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5171

Date:
September 9, 2015

Department:
CD & PW

Attachments:
Res 5171 and Exhibit A

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5171.

Background Summary:

Resolution No. 5171 authorizes the Mayor to accept a Washington State Department of Transportation (WSDOT) grant through the Pedestrian and Bicycle Safety Program for the 22nd Street NE and I Street NE intersection. The $200,000.00 state grant finances the design and environmental permitting of the 22nd Street NE and I Street NE Intersection Improvements Project. The grant requires a $50,000.00 local funding match, of which funding has been made available in the approved City budget to meet the local funding match requirements of the grant.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: September 21, 2015

Item Number: RES.G

RESOLUTION NO. 5171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION THROUGH THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM FOR THE 22ND STREET NE AND I STREET NE INTERSECTION

WHEREAS, the City of Auburn desires to improve safety and efficiency of the City's 22nd Street NE and I Street NE intersection; and

WHEREAS, the need for improvements at the 22nd Street NE and I Street NE intersection is recognized in Auburn's adopted Transportation Improvement Program; and

WHEREAS, completing the transportation improvement project will improve safety and efficiency of the 22nd Street NE and I Street NE intersection; and

WHEREAS, the City applied to the Washington State Department of Transportation, through its Pedestrian and Bicycle Safety Program for a grant, and was awarded a $200,000.00 grant to finance the design and environmental permitting of the 22nd Street NE and I Street NE Intersection Improvement project; and

WHEREAS, the $200,000.00 state grant requires a local funding match of $50,000.00; and

WHEREAS, funding has been made available in the approved City budget to meet the local funding match requirements for the grant; and

WHEREAS, it is in the best interest of the City to use grant monies to finance capital improvements to the transportation system.

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

Section 1. That the Mayor is hereby authorized to accept the Washington State Department of Transportation grant for $200,000.00 for the 22nd St NE and I Street NE Intersection Improvements, with local matching requirement of $50,000.00. The Mayor is further hereby authorized to negotiate, finalize and execute the Local Agency Agreement between the City and the Washington State Department of Transportation for the design phase for the project, in substantial conformity with grant requirements and the agreement attached hereto, marked as Exhibit A and incorporated herein by this reference. The Mayor is further hereby authorized to negotiate, finalize and execute any further supplemental agreements consistent with project and grant requirements as may be necessary for any and all future phases for the Project, expending up to the total amount of the grant.

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

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

Dated and Signed this _____ day of _____, 2015.

CITY OF AUBURN

_____

NANCY BACKUS
MAYOR

ATTEST:

_____
Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

_____
Daniel B. Heid,
City Attorney

Washington State Department of Transportation

Local Agency Agreement

Agency City of Auburn

Address 25 West Main Street
Auburn, WA 98001

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 22nd Street NE and I Street NE Intersection

Length 0.0947 miles

Termini 22nd Street NE and I Street NE

Description of Work

This project will design a modern roundabout at the 22nd Street NE and I Street NE intersection in place of the existing all-way stop-control. The proposed design will improve bicycle and pedestrian safety and ADA accessibility.

Project Agreement End Date June 2017

Proposed Advertisement Date September 2016

Claiming Indirect Cost Rate
☐ Yes ✓ No

Type of Work		Estimate of Funding (1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	35000	7000	28000
80 %	b. Other Consultant	212000	42400	169600
Federal Aid Participation Ratio for PE	c. Other Non-participant	10000	10000	
	d. State	3000	600	2400
	e. Total PE Cost Estimate (a+b+c+d)	260,000.00	60,000.00	200,000.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid Participation Ratio for RW	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
	m. Other			
Federal Aid Participation Ratio for CN	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	260,000.00	60,000.00	200,000.00

Agency Official

By

Title Mayor

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

DOT Form 140-039
Revised 05/2015

RES-C

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

$ at $ per month for months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of hte federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

September 21 , 2015 , Resolution/Ordinance No. 5171

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200 501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary is notified by the Federal Highway Administration that the project is inactive.

(5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions