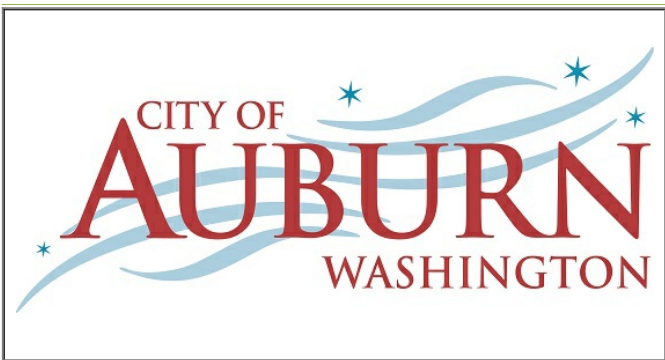


	City Council Meeting September 20, 2021 - 7:00 PM Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. VIRTUAL PARTICIPATION LINK

1. Virtual Participation Link

The Auburn City Council Meeting scheduled for Monday, September 20, 2021 at 7:00 p.m. will be held virtually and telephonically. To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below.

Per Governor Inslee's Emergency Proclamation 20-05 and 20-28 et. seq. and City of Auburn Resolution No. 5581, City of Auburn has designated meeting locations as "virtual" for all Regular, Special and Study Session Meetings of the City Council and for the Committees, Boards and Commissions of the City.

The link to the Virtual Meeting or phone number to listen to the Council Meeting is:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click one of the below URL to join.

Zoom: <https://us06web.zoom.us/j/82502409276>

YouTube: <https://www.youtube.com/user/watchauburn/live/?nomobile=1>

Or join by phone:

253 215 8782

877 853 5257 (Toll Free)

Webinar ID: 825 0240 9276

A. Pledge of Allegiance

B. Roll Call

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Constitution Week Proclamation

Mayor Backus to proclaim September 17-23, 2021 as "Constitution Week" in the City of Auburn

- B. Hispanic Heritage Month Proclamation
Mayor Backus to proclaim September 2021 as "Hispanic Heritage Month" in the City of Auburn

IV. APPOINTMENTS

- A. Junior City Council Reappointment
City Council to reappoint Briseyda Sandate to the Junior City Council for a two-year term expiring August 31, 2023

(RECOMMENDED ACTION: Move to reappoint Briseyda Sandate to the Junior City Council for a two-year term.)

V. AGENDA MODIFICATIONS

VI. NEW BUSINESS

VII. CITIZEN INPUT, PUBLIC HEARINGS AND 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.

- 1. Virtual Participation

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

Please mail comments to:

City of Auburn

Attn: Shawn Campbell, City Clerk

25 W Main St

Auburn, WA 98001

Please fax comments to:

Attn: Shawn Campbell, City Clerk

Fax number: 253-804-3116

Email comments to: publiccomment@auburnwa.gov

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

VIII. COUNCIL AD HOC COMMITTEE REPORTS

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

- 1. Finance Ad Hoc Committee (Chair Baggett)

IX. **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 September 7, 2021 Regular City Council Meeting
- B. Minutes of the September 13, 2021 Study Session
- C. Claim Vouchers (Thomas)
Claim voucher list dated September 20, 2021 which includes voucher numbers 464827 through 464995 in the amount of \$5,182,683.09 and six wire transfers in the amount of \$416,339.82
- D. Payroll Vouchers (Thomas)
Payroll check numbers 539189 through 539196 in the amount of \$75,596.85, and electronic deposit transmissions in the amount of \$2,293,778.31, for a grand total of \$2,369,375.16 for the period covering September 3, 2021 to September 16, 2021 are approved for payment this 20th, day of September, 2021

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

X. **UNFINISHED BUSINESS**

XI. **ORDINANCES**

- A. Ordinance No. 6831 (Tate)
An Ordinance amending Chapter 2.98 of the Auburn City Code to modify the funding allocation of the Business Improvement Area and to rename the Business Improvement Area Committee

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6831.)

- B. Ordinance No. 6833 (Comeau)
An Ordinance amending Section 3.12.030 of the Auburn City Code regarding the opening of Public Works Contract Bids

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6833.)

XII. **RESOLUTIONS**

- A. Resolution No. 5619 (Gaub)
A Resolution authorizing the Mayor to execute a funding agreement between the City of Auburn and Sound Transit relating to Sound Transit's Auburn Station Parking and Access Improvement Project and the City's A Street Loop Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5619.)

XIII. MAYOR AND COUNCILMEMBER REPORTS

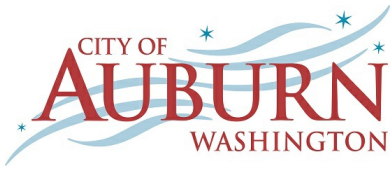
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

B. From the Mayor

XIV. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the September 7, 2021 Regular City Council Meeting

Date:

September 8, 2021

Department:

Administration

Attachments:

[09-07-2021 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

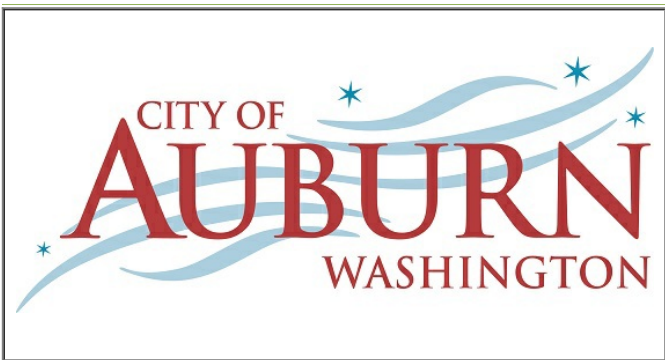
Revised Budget: \$0

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

Meeting Date: September 20, 2021

Staff:

Item Number: CA.A

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

II. VIRTUAL PARTICIPATION LINK

1. Virtual Participation Link
The City Council Meeting was held virtually.

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. virtually and led those in attendance in the Pledge of Allegiance.

B. Roll Call

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

Mayor Nancy Backus and the following department directors and staff members attended the meeting virtually: Senior City Staff Attorney Harry Boesche, Police Chief Dan O'Neil, Director of Community Development Jeff Tate, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Daryl Faber, Director of Finance Jamie Thomas, Assistant Finance Director Kevin Fuhrer, Director of Innovation and Technology David Travis, Innovation and Technical Support Specialist Danika Olson, and City Clerk Shawn Campbell.

III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Childhood Cancer Awareness Month Proclamation

Mayor Backus to proclaim September 2021 as "Childhood Cancer Awareness Month" in the city of Auburn.

Mayor Backus read and proclaimed September as Childhood Cancer Awareness Month in the City of Auburn.

B. National Recovery Month Proclamation

Mayor Backus to proclaim September 2021 as "National Recovery Month" in the city of

Auburn.

Mayor Backus read and proclaimed September as National Recovery Month in the City of Auburn.

IV. AGENDA MODIFICATIONS

There were no modification to the agenda.

V. NEW BUSINESS

There was no new business.

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

1. Virtual Participation

No public comments were received.

B. Correspondence

There was no correspondence for Council to review.

VII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

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

VIII. CONSENT AGENDA

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

A. Minutes of the August 16, 2021 Regular City Council Meeting

B. Minutes of the August 23, 2021 Council Study Session

C. Claim Vouchers (Thomas)

Claim voucher list dated September 7, 2021 which includes voucher numbers

464582 through 464826 in the amount of \$4,742,468.48 and six wire transfers in the amount of \$838,995.31

D. Payroll Vouchers (Thomas)

Payroll check numbers 539184 through 539188 in the amount of \$545,649.47, and electronic deposit transmissions in the amount of \$2,124,220.71, for a grand total of \$2,669,870.18 for the period covering August 1, 2021 to August 15, 2021 are approved for payment this 7th, day of September, 2021

Deputy Mayor DaCorsi moved and Councilmember Jeyaraj seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

IX. **UNFINISHED BUSINESS**

There was no unfinished business.

X. **ORDINANCES**

A. Ordinance No. 6832 (Thomas)

An Ordinance directing expenditure of funds appropriated to the City under the American Rescue Plan Act of 2021 (ARPA)

Councilmember Baggett moved and Councilmember Jeyaraj seconded to approve Ordinance No. 6832.

Council discussed premium pay for essential workers.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. **RESOLUTIONS**

A. Resolution No. 5612 (Gaub)

A Resolution ratifying the Mayor's determination of a Stage 2 serious water shortage emergency affecting 12 customers in the Hidden Valley/Braunwood neighborhood

Councilmember Brown moved and Councilmember Jeyaraj seconded to approve Resolution No. 5612.

MOTION CARRIED UNANIMOUSLY. 6-0

XII. **MAYOR AND COUNCILMEMBER REPORTS**

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

A. **From the Council**

Deputy Mayor DaCorsi reported he attended the PSRC Growth Management Policy Board meeting.

Councilmember Baggett reported he attended the Pierce County Cities and Towns Committee meeting.

Councilmember Stearns thanked the Mayor for the National Recovery Month Proclamation. He reported he attended the National League of Cities meeting, the Muckleshoot Tribal meeting, former Councilmember Bill Pelozo's memorial and a session of the Auburn Community Court.

B. From the Mayor

Mayor Backus reported she attended the Pacific Motor Sports ground breaking, a ceremony honoring Jenny Gannon from Christ Community Free Clinic, a joint meeting between the Muckleshoot Tribe and the City, the memorial service for former Councilmember Bill Pelozo, and a meeting with Kent Hey, members from the King County Regional Homelessness Authority, Sound Cities Association members and various service providers.

XIII. ADJOURNMENT

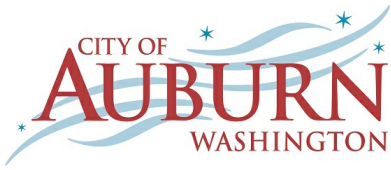
There being no further business to come before the Council, the meeting was adjourned at 7:36p.m.

APPROVED this 20th day of September, 2021.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the September 13, 2021 Study Session

Department:

Administration

Attachments:

[09-13-2021 Minutes](#)

Date:

September 15, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

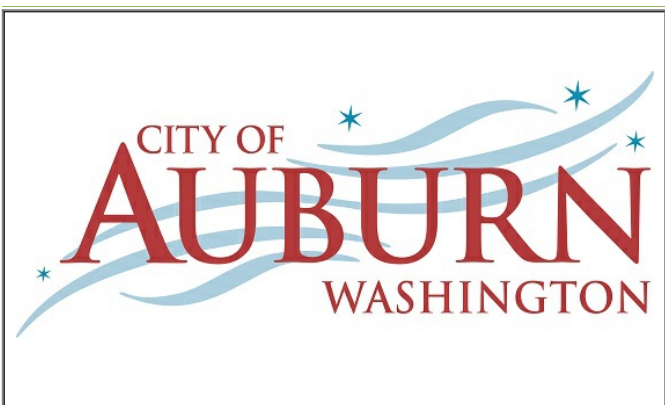
Revised Budget: \$0

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

Meeting Date: September 20, 2021

Staff:

Item Number: CA.B

	City Council Study Session Muni Services SFA September 13, 2021 - 5:30 PM Virtual AGENDA Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. VIRTUAL PARTICIPATION LINK

A. Virtual Participation Link

The City Council Meeting was held virtually.

B. Roll Call

Councilmembers virtually present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, Robyn Mulenga and Chris Stearns. Councilmember Yolanda Trout-Manuel arrived at 5:50 p.m. and Councilmember James Jeyaraj was excused.

Mayor Nancy Backus and the following department directors and staff members attended the meeting virtually: Senior City Staff Attorney Doug Ruth, Chief of Police Dan O'Neil, Director of Innovation and Technology David Travis, Director of Community Development Jeff Tate, Director of Public Works Ingrid Gaub, Director of Administration Dana Hinman, Equity Program Manager Brenda Goodson-Moore, Economic Development Coordinator Jenn Francis, Police Commander Samuel Betz, Innovation and Technical Support Specialist Danika Olson, Assistant Director of Innovation and Technology Ashley Riggs and City Clerk Shawn Campbell.

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. Inclusive Auburn – Diversity, Equity, and Inclusion Consulting (Martinson) (30 Minutes)

Manager Goodson-Moore introduced Linda Paralez and Patricia Davis from Demarche Consulting Group, who provided Council with a brief history of their company. They also provided Council with the scope of work for the Diversity, Equity and Inclusion program. They shared the Demarche consulting Group's approach to the program, and the timeline for the program.

Council discussed the diversity of the Mayor and Council, continuing budgetary needs and the Councils appreciation of Staffs continued work.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6831 (Tate) (15 Minutes)

An Ordinance amending Chapter 2.98 of the Auburn City Code to modifying the funding allocation of the Business Improvement Area (BIA) and to rename the Business Improvement Area Committee

Director Tate presented Ordinance No. 6831 to the Council. He explained the purpose of changing the rates the BIA District Members pay with the new B&O Tax structure.

Council discussed ensuring the expenditure of funds is equitable, the definition of a Business Improvement Area, the number of businesses and exemptions for businesses.

B. Ordinance No. 6833 (Comeau) (5 Minutes)

An Ordinance amending Section 3.12.030 of the Auburn City Code regarding the opening of Public Works Contract Bids

Senior Staff Attorney Ruth provided Council with a presentation on Ordinance No. 6833. He explained the amendments to the City Code.

V. MUNICIPAL SERVICES DISCUSSION ITEMS

A. PAC Update (O'Neil) (30 Minutes)

Chief O'Neil introduced Police Advisory Committee (PAC) Member Bob Holt. Mr. Holt provided Council with his personal history and the PAC Update. He also discussed the PAC offering a scholarship program.

Council discussed the BOLO Wrap and the scholarship program.

B. 2021 Fireworks Update (O'Neil) (30 Minutes)

Commander Betz provided Council with the 2021 Fireworks update.

Council discussed Police working with the Muckleshoot Tribe, large fireworks being discharged in City Parks, traffic concerns and the excellent work by law enforcement.

VI. OTHER DISCUSSION ITEMS

There were no other discussion items.

VII. NEW BUSINESS

There was no new business.

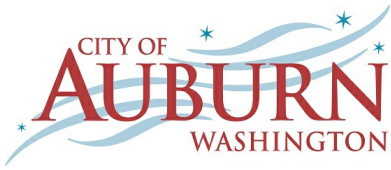
VIII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:24 p.m.

APPROVED this 20th day of September, 2021.

CLAUDE DACORSI, DEPUTY MAYOR Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claim Vouchers (Thomas)

Date:

September 13, 2021

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claim voucher list dated September 20, 2021 which includes voucher numbers 464827 through 464995 in the amount of \$5,182,683.09 and six wire transfers in the amount of \$416,339.82.

Reviewed by Council Committees:

Councilmember: Baggett

Staff:

Thomas

Meeting Date: September 20, 2021

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

September 13, 2021

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539189 through 539196 in the amount of \$75,596.85, and electronic deposit transmissions in the amount of \$2,293,778.31, for a grand total of \$2,369,375.16 for the period covering September 3, 2021 to September 16, 2021 are approved for payment this 20th, day of September, 2021.

Reviewed by Council Committees:

Councilmember: Baggett

Staff:

Thomas

Meeting Date: September 20, 2021

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6831 (Tate)

Department:

Community Development

Attachments:

[Ordinance No. 6831](#)

[Exhibit A to Ordinance No. 6828 – Draft](#)

[Amendments to Chapter 2.98 ACC](#)

[Exhibit B to Ordinance 6828 – BIA Committee of](#)

[Ratepayer Resolution 2021-01](#)

Date:

September 14, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6831.

Background for Motion:

Ordinance 6831 amends Chapter 2.98 of the Auburn City Code by modifying the funding allocation of the Business Improvement Area (BIA) and renames the committee. The Ordinance does not change the boundaries of the BIA, the purpose of the BIA, or how the committee functions.

Background Summary:

The BIA district, committee, and rates were initially established in 1998. RCW 35.87A is the state law that authorizes a city or business community to establish a BIA and it sets forth the general scope and parameters for how rates are collected, how funds can be used within the BIA district, and the requirements for a “committee of ratepayers” to be formed who are responsible for guiding investments that are made using BIA funds.

Over the course of the last 30+ years businesses located within the BIA have paid an annual fee that is collected with application or renewal of a business’s city business license. Rates have been used for a variety of purposes but always within the parameters set forth in RCW 35.87A.

Ordinance 6831 seeks to shift how the BIA is funded. The reasons for proposing this shift are described below however, it is equally important to describe what Ordinance 6831 does not do.

Ordinance 6831 does not change the geographic boundary of the BIA. It does not change the purpose of the BIA and how funds are to be invested within the geographic boundary of the BIA. Funds that are overseen by the committee are to be invested will continue to be spent in the same manner. And it does not change the structure of the committee, their terms, membership requirements, and method of appointment.

The fundamental purpose of Ordinance 6831 is to change the method in which the BIA is funded. Instead of collecting an annual fee from businesses within the BIA boundary, Ordinance would eliminate the annual fee and replace it with an annual funding commitment that is carved out of Business and Occupation Taxes. Recall that City Council adopted

Ordinance 6814 on May 17, 2021 which establishes a citywide B&O Tax and that collection of B&O Taxes will commence in 2022. The following bullet points identify the rationale behind this approach:

1. Ordinance 6814 (establishing the B&O Tax under Auburn City Code Chapter 3.53) already allows for BIA fees that are paid by a business to be deducted from their taxes. This was included in Ordinance 6814 in order to avoid a scenario where a business is paying both the B&O Tax and the BIA Rate.
2. Despite the above referenced B&O tax deduction, the business owner still has the experience of paying two fees. The business owner is still likely to perceive that they are paying both fees and being double charged.
3. Also, the bottom line amount of money that is collected by the City will be exactly the same. For example, a business calculates it's B&O tax to be \$5,000 and their BIA rate is \$500. Therefore, the business owner can deduct the \$500 BIA fee from the \$5,000 B&O tax payment so that they only pay \$4,500 in B&O taxes. However, in the end the City is collecting \$5,000 whether one way or another which means there is no financial benefit to keep the BIA fee in place since the City collects the same amount of money under either scenario. In fact, eliminating the BIA fee in favor of relying on the B&O tax is actually simpler for the business owner since they won't be required to think about two separate payments that they must make and to have their accountant address the BIA tax deduction when filing B&O taxes.
4. There are significant internal complications for keeping the BIA and B&O tax in place. These complications will cost a relatively significant amount of money to overcome. For example:
 - a. The BIA fee and the B&O tax require two separate software systems. These systems will need to communicate with each other. This type of software integration will cost between \$50,000 and \$100,000 to build out. And there may be ongoing annual costs to maintain this integration.
 - b. Many businesses will pay their B&O taxes on a quarterly basis; others will pay annually. The BIA is paid annually in one lump sum. The software integration described above becomes more complicated if the B&O system needs to go "find" the BIA fee that was paid in a different software system and then determine if it is supposed to divide the BIA fee into quarters (for quarterly filers) or to pull the full annual BIA fee into the B&O deduction.
 - c. BIA fees are paid with business license renewals in November and December. B&O taxes are potentially paid quarterly which makes the first payment due in April of a given year. The method for deducting the BIA fee will become more complicated when having to determine if the BIA deduction applies to fees paid last year, or fees that are anticipate to be paid this year (e.g. on April 15, 2022 is the deduction for the BIA fee paid on December 1, 2021 or the anticipated fee that will be due on December 1, 2022).
5. Another benefit is that the City currently expends a relatively significant amount of time

to pursue business license renewals that are delinquent. Some of these include businesses within the BIA who have not paid their BIA payment. Since the BIA Board relies upon payment of fees in order to fund the projects that they support, the BIA is limited in its ability if BIA fees have not been paid. A codified budget commitment from B&O taxes that are collected across the entire city will overcome this dynamic.

Ordinance 6831 was presented to City Council during the September 13, 2021 Study Session. Council authorized the ordinance to move forward for City Council action on September 20, 2021.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Tate

Meeting Date: September 20, 2021

Item Number:

ORD.A

ORDINANCE NO. 6831

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING CHAPTER 2.98 OF THE AUBURN CITY CODE TO MODIFY THE FUNDING ALLOCATION OF THE BUSINESS IMPROVEMENT AREA AND TO RENAME THE BUSINESS IMPROVEMENT AREA COMMITTEE

WHEREAS, the City passed Ordinance 6814 adopting a Business and Occupation Tax (B&O Tax) on May 17, 2021; and

WHEREAS, the B&O Tax provides a funding resource for the Business Improvement Area (BIA) and renders the separate BIA fee assessment and tax credit in ACC 3.53.120(B) duplicative and unnecessary at this time; and

WHEREAS, there will be substantial costs and staff time to develop and implement measures to address software integration between the two separate systems that support BIA payments and B&O tax payments; and

WHEREAS, the necessary costs and time commitments would not result in additional revenues; and

WHEREAS, it is less expensive, simpler and more transparent to eliminate the BIA rate than it would be to expend the resources to address software integration; and

WHEREAS, on August 19, 2021 the BIA Committee of Ratepayers adopted Resolution 2021-01 (Exhibit B) which is a recommendation to the Auburn City Council to replace the BIA rate with funding from the B&O Tax; and

WHEREAS, modifications to Chapter 2.98 of the ACC remove references to the BIA fee assessment, reflects the funding through the B&O Tax, and renames the Auburn Committee of the Rate Payers as the BIA Committee; and

WHEREAS, the Auburn City Council continues to support the long standing purpose, function and structure of the Committee and only seeks to change the method in which these efforts are funded; and

WHEREAS, Chapter 2.98 of the ACC and the operation of the BIA Committee will remain consistent with Chapter 35.87A RCW.

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

Section 1. **Amendments to Chapter 2.98 of the Auburn City Code.** Sections 2.98.010, 2.98.020, and of the Auburn City Code are amended to read as shown in Exhibit A.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____

ORDINANCE 6831

EXHIBIT A

Chapter 2.98

AUBURN BUSINESS IMPROVEMENT AREA

Sections:

- 2.98.010 Business improvement area created.
- 2.98.020 ~~Special assessment of businesses within BIA boundary~~ Funding allocation.
- 2.98.030 Purpose of BIA and ~~special assessment~~ expenditures.
- 2.98.040 ~~Committee of rate payers~~ BIA committee created.
- 2.98.050 Membership.
- 2.98.060 Appointment.
- 2.98.070 Officers – Meetings.
- 2.98.080 Compensation.
- 2.98.090 Role and responsibilities of the committee.
- 2.98.100 Annual reports of progress.

2.98.010 Business improvement area created.

A. There is created, pursuant to Chapter 35.87A RCW, a parking and business improvement area (BIA) with a boundary as follows:

Beginning at the intersection of Auburn Way North and 5th Street NE; thence eastward along the alley lying between and paralleling 6th Street NE and Park AV, for a distance of 200 feet from the centerline of Auburn Way North; thence south, paralleling Auburn Way North and at a distance of 200 feet from the centerline of Auburn Way North, to 1st Street NE; thence eastward along 1st Street NE to “E” Street NE; thence southward along “E” Street NE to East Main Street; thence eastward along Main Street to “F” Street SE; thence southward along “F” Street SE to 2nd Street SE; thence westward along 2nd Street SE to the mid-block point between “D” Street SE and Auburn Way South; thence southward to the Burlington Northern Railroad tracks; thence westward along the Burlington Northern Railroad tracks to “A” Street SE; thence northward along “A” Street SE to 3rd Street SE; thence westward along 3rd Street SE and SW to the Burlington Northern Railroad tracks; thence northward along the Burlington Northern Railroad tracks to 1st Street SW projected; thence westward along 1st Street SW to “D” Street SW; thence northward along “D” Street SW and NW for a distance of 200 feet from the centerline of West Main Street; thence eastward, paralleling Main Street and at a distance of 200 feet from the centerline of West Main Street, to the Burlington Northern Railroad tracks; thence northward along the Burlington Northern Railroad tracks to 3rd Street NW; thence eastward along 3rd Street NW and NE to “B” Street NE; thence northward along “B” Street NE for a distance of 200 feet from the centerline of 3rd Street NE; thence eastward, paralleling 3rd Street NE and at a distance of 200 feet from

the centerline of 3rd Street NE, to the alley running in a north/south direction and lying east of “B” Street NE and west of Auburn AV; thence northward along the alley to 5th Street NE; thence eastward along 5th Street NE to Auburn Way North, which is the beginning point (when a street or alley is named, the area boundary is the centerline of the right-of-way).

B. Businesses within the BIA may be subject to special assessments that are authorized by RCW 35.87A.010. (Ord. 6658 § 1, 2017.)

2.98.020 ~~Special assessment of businesses within BIA boundary~~Funding allocation.

A. To finance the activities authorized in ACC 2.98.030, ~~there is levied and shall be collected an annual special assessment upon the businesses in the area, determined as follows: a minimum of \$90,000 per year shall be allocated to the BIA that is collected from Business and Occupation taxes established in Chapter 3.53 ACC. The final budget allocation shall be determined through the formal city budget process.~~

~~1. All businesses operating within the BIA boundary shall pay a special assessment equal to the usable square footage, excluding any basement space, owned or occupied by said business multiplied by a factor of \$0.15.~~

~~2. No business shall be assessed less than \$150.00 nor more than \$1,500 per year.~~

B. ~~No special assessments shall be levied upon or collected from:~~The BIA committee may recommend to the Auburn City Council collection of special assessments that are allowed under Chapter 35.87A RCW.

~~1. Organizations to which a charitable contribution may be made under the United States Internal Revenue Code, 26 U.S.C. 170, with five or fewer full-time employees.~~

~~2. Governmental agencies and offices.~~

~~3. Businesses that occupy or use any leasable area within the geographic boundary of the BIA for a period of less than 20 days per year.~~

~~4. Businesses that are owned by, or are a subsidiary or affiliate of, another business entity that is subject to the special assessment, and are located wholly within the assessed business.~~

~~5. Businesses authorized by Chapter 18.60 ACC.~~

~~6. Businesses operating within a city-sponsored business incubator or business accelerator.~~

~~7. Businesses not required to obtain a business license under ACC Title 5.~~

~~C. Special assessments for businesses that own, but do not occupy, any leasable area shall be reduced by a pro rata amount based on the square footage leased by any other assessed business.~~

~~D. New businesses commencing within the BIA area shall pay an initial annual assessment that is prorated based on the time remaining in the year.~~ (Ord. 6658 § 1, 2017.)

2.98.030 Purpose of BIA and ~~special assessment~~ expenditures.

A. The purpose of the BIA is to aid in general economic development and neighborhood revitalization within the BIA boundary, and to facilitate the cooperation of merchants, businesses, and residential property owners for the benefit of trade, economic vitality, and livability.

B. Assessment expenditures are limited to the following purposes:

1. The acquisition, construction or maintenance of parking facilities for the benefit of the neighborhood within the BIA boundary;
2. Decoration of any place within the BIA boundary;
3. Sponsorship or promotion of public events which are to take place on, or in, public places within the BIA boundary;
4. Furnishing of music in any public place within the BIA boundary;
5. Providing professional management, planning, and promotion for the neighborhood within the BIA boundary;
6. Providing maintenance and security for common, public spaces within the BIA boundary; or
7. Providing transportation services for the benefit of the neighborhood within the BIA boundary. (Ord. 6658 § 1, 2017.)

2.98.040 ~~Committee of rate payers~~BIA committee created.

There is created an advisory committee to be known as the ~~committee of rate payers~~BIA (the committee). The purpose of the committee is to serve in an advisory capacity to the city council. (Ord. 6658 § 1, 2017.)

2.98.050 Membership.

- A. There shall be not more than seven members of the committee who shall be appointed by the mayor and confirmed by the city council, and who shall serve at the pleasure of the city council; provided, that the mayor may appoint up to four additional members to serve as alternates in the event of a committee member's absence.
- B. The members shall be owners or operators of businesses located within the BIA boundary and shall be selected to represent the variety of business types and geographic locations included within the BIA boundary. (Ord. 6658 § 1, 2017.)

2.98.060 Appointment.

- A. Committee members shall be appointed to a three-year term.
- B. Upon the resignation of a committee member, removal by the city council, or expiration of a committee member's term, the committee shall make recommendations to the city council and the city council shall make an appointment to fill the vacancy.
- C. The committee, upon four unexcused absences, may recommend the removal of any committee member to the city council. (Ord. 6658 § 1, 2017.)

2.98.070 Officers – Meetings.

- A. At the first regular meeting of each year, the committee members shall elect a chairperson and vice-chairperson from among the members of the committee.
- B. It shall be the duty of the chairperson to preside over all meetings of the committee. The vice-chairperson shall preside at all meetings where the chairperson is absent.
- C. Minutes shall be kept and meeting agendas prepared in coordination between members of the committee and staff members. A majority of the members of the committee shall constitute a quorum for the transaction of business, and a majority vote of those present shall be necessary to make recommendations to the city council.
- D. All committee meetings shall be staffed by city of Auburn personnel to support and assist the committee.

E. All committee meetings shall be conducted in accordance with the committee's adopted rules for the transaction of business, and Robert's Rules of Order or any other meeting procedures or guidelines authorized by the city of Auburn shall be used for any subject not addressed within the committee's adopted rules of procedure. (Ord. 6658 § 1, 2017.)

2.98.080 Compensation.

The members of the committee shall serve without compensation except for reasonable travel expenses associated with the performance of the committee member's duties. (Ord. 6658 § 1, 2017.)

2.98.090 Role and responsibilities of the committee.

A. The committee shall, by resolution, fix the time and place within the city for regular meetings, and hold additional meetings as the chairperson or a majority of the committee deems necessary.

B. The committee shall adopt rules for the transaction of business and keep a record of its resolutions, transactions, findings, and determinations. These records shall be public and open to inspection.

C. The committee shall consider proposals for economic development and neighborhood revitalization projects and programs consistent with the purposes listed in ACC 2.98.030, provide for public input and submit comments in a timely manner to the mayor and city council, including an analysis of the extent to which the committee's recommendations will improve economic development or downtown revitalization. (Ord. 6658 § 1, 2017.)

2.98.100 Annual reports of progress.

The committee chairperson and/or vice-chairperson shall annually provide to the city council a report on progress made in carrying out the committee's responsibilities. Additional reports may be submitted when deemed appropriate by the committee or when requested by the city council. (Ord. 6658 § 1, 2017.)

Exhibit B to Ordinance 6831

RESOLUTION NO. 2021-01

A RESOLUTION OF THE BUSINESS IMPROVEMENT AREA (BIA) BOARD RECOMMENDING THAT THE AUBURN CITY COUNCIL MODIFY CHAPTER 2.98 OF AUBURN CITY CODE TO ELIMINATE THE BIA RATE AND REPLACE FUNDING OF BIA ACTIVITIES COLLECTED BUSINESS AND OCCUPATION TAXES

WHEREAS, the Auburn City Council adopted Ordinance No. 4293 in 1988 which established the Business Improvement Area (BIA) and levied special assessments on certain businesses within the geographic boundary of the BIA; and,

WHEREAS, businesses within the BIA have been paying BIA rates for the last 33 years which have contributed to a number of investments in events and improvements that benefit downtown Auburn; and,

WHEREAS, the BIA Board wishes to see this work continue, wishes to see the BIA Board continue to its functions and roles, and wishes to see continued funding of BIA investments; and

WHEREAS, the Auburn City Council adopted Ordinance 6814 in 2021 which established a Business and Occupation (B&O) Tax. The B&O Tax includes a provision that allows a business owner to receive a tax credit for payment of BIA fees; and

WHEREAS, there are complications associated with applying the BIA tax credit that include (1) costly and complicated software integration between B&O tax software and business license software, (2) the perception that business owners are paying two taxes because they are making two separate payments, (3) a complication that BIA fees are paid at the end of the calendar year and B&O taxes are paid at the beginning of a different calendar year, (4) the complexity of dividing a one time lump sum BIA payment

into a quarterly B&O tax payment, and (5) for businesses that pay both a B&O tax and a BIA fee the total amount paid by a business is the same whether a tax credit is applied or the fee is removed which means that the preceding complications do not yield a different revenue outcome; and

WHEREAS, the time and cost associated with overcoming the complexities of applying the BIA tax credit meets or exceeds the revenue impact associated with eliminating the BIA rate/fee.

NOW, THEREFORE, THE BIA BOARD RECOMMENDS the following:

Section 1. The Auburn City Council amend Chapter 2.98 of the Auburn City Code to eliminate the BIA rate and fee.

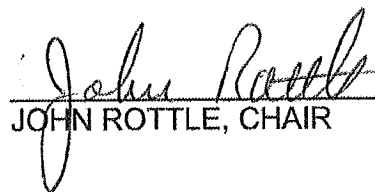
Section 2. The Auburn City Council maintain the functions and roles of the BIA and the BIA Board.

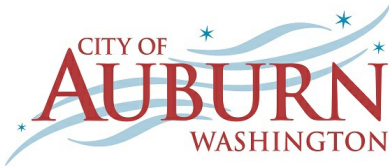
Section 3. The Auburn City Council maintain the annual funding commitment to the functions and roles of the BIA.

Section 4. This Resolution will take effect and be in full force on passage and signature.

Dated and Signed this 19th day of August, 2021.

BUSINESS IMPROVEMENT AREA BOARD


JOHN ROTTLE, CHAIR



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6833 (Comeau)

Department:

Legal

Attachments:

[Ordinance No. 6833](#)

Date:

September 14, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6833.

Background for Motion:

During the COVID-19 pandemic the City has conducted all bid openings virtually. This amendment will allow the City continue that practice and for the City Clerk to designate a staff member to open the bids.

Background Summary:

To conform to current City practices that have been established during the COVID-19 pandemic and for other administrative reasons, ACC 3.12.030 should be revised to expand the City officials authorized to conduct bid openings and the manner in which received bids can be opened and read.

During the COVID-19 pandemic the City has conducted all bid openings virtually. This amendment will allow the City continue that practice and for the City Clerk to designate a staff member to open the bids.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Comeau

Meeting Date: September 20, 2021

Item Number:

ORD.B

ORDINANCE NO. 6833

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 3.12.030 OF THE AUBURN CITY CODE REGARDING THE OPENING OF PUBLIC WORKS CONTRACT BIDS

WHEREAS, Auburn City Code (ACC) section 3.12.030 establishes the City's procedure for opening and reading bids received in response to formally advertised public works contracts;

WHEREAS, to conform to current City practices that have been established during the COVID-19 pandemic and for other administrative reasons, ACC 3.12.030 should be revised to expand the City officials authorized to conduct bid openings and the manner in which received bids can be opened and read as required.

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

Section 1. Amendment to City Code. Section 3.12.030 of the Auburn City Code is amended to read as follows:

A. For contracts utilizing the formal advertisement process in ACC 3.12.020, the City Clerk or designee shall open and publicly read aloud bids received at the time, location and manner set forth in the contract advertisement. Unless otherwise prohibited by law, the opening and reading may be conducted virtually.

B. For contracts subject to ACC 3.12.020.E, the city engineer shall determine whether a public reading of received bids is required, and shall include the determination in the invitation to bidders or request for quote documents.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

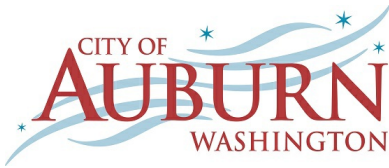
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5619 (Gaub)

Department:

Public Works

Attachments:

[Resolution No. 5619](#)

[Exhibit A](#)

[Vicinity/Project Map](#)

Date:

September 14, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5619.

Background for Motion:

This resolution authorizes an agreement that will have Sound Transit contributing \$340,000 to the City's A Street Loop Project as part of Sound Transit's approach towards mitigating traffic impacts associated with its project to construct a second parking garage in downtown Auburn.

Background Summary:

Resolution No. 5619 authorizes the Mayor to execute an agreement with Sound Transit in which Sound Transit agrees to provide funding towards the City's A Street Loop Project as part of Sound Transit's approach towards mitigating traffic impacts associated with its project to construct a second parking garage in downtown Auburn. City staff developed this mitigation approach in coordination with Sound Transit during the environmental review process for Sound Transit's project. Finalization of the agreement was previously put on hold by Sound Transit as it went through a project realignment process to determine how to address budget shortfalls in 2020 and 2021. The realignment process is now complete and Sound Transit has determined to move forward with the project to construct the second garage in Auburn (Auburn Station Parking and Access Improvement Project), which includes providing the funding contribution to the City for the City's A Street Loop Project. The second garage is now anticipated to be complete in 2025.

This contribution results in the City's A Street Loop project being fully funded with a combination of the Sound Transit funds, \$1.125M of secured federal grant funds, and approximately \$470k in collected City traffic impact fees for a total project cost of \$1.932M. The project will construct a connection between 4th Street SW/S Division Street and A Street SE. It will provide a 1-way eastbound connection to southbound A Street SE that will allow pedestrians, transit and other traffic from Auburn Station and downtown Auburn to by-pass the congested intersections of A Street SE and 3rd Street SE and S Division Street and 3rd Street SE/SW. The project is currently in design and is anticipated to be under construction in 2023.

Sound Transit is scheduled to consider approval of the funding agreement at their September 23rd

Board meeting.

Reviewed by Council Committees:

Councilmember: Stearns

Staff: Gaub

Meeting Date: September 20, 2021

Item Number: RES.A

RESOLUTION NO. 5619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF AUBURN AND SOUND TRANSIT RELATING TO SOUND TRANSIT'S AUBURN STATION PARKING AND ACCESS IMPROVEMENT PROJECT AND THE CITY'S A STREET LOOP PROJECT

WHEREAS, Sound Transit's Auburn Station Parking and Access Improvement Project (Sound Transit Project) will construct a second garage in downtown Auburn; and

WHEREAS, the Sound Transit Project will generate additional vehicular trips on streets in downtown Auburn; and

WHEREAS, the City of Auburn's A Street Loop Project (City Project) will construct improvements that provide additional vehicular capacity on streets in downtown Auburn; and

WHEREAS, a February 13, 2020, Letter of Concurrence between Sound Transit and the City of Auburn established an amount that Sound Transit will contribute to the City of Auburn for the City Project, in lieu of providing traffic mitigation identified in the Sound Transit Project National Environmental Policy Act (NEPA)/Station Environmental Policy Action (SEPA) analysis; and

WHEREAS, implementation of the City Project is the most efficient approach to mitigate certain traffic impacts that would be otherwise caused by the Sound Transit Project and therefore, it is in the public interest.

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

Section 1. The Mayor and City Clerk are authorized to execute a funding agreement between the City and Sound Transit, in substantial conformity with the agreement attached, marked as Exhibit “A” and incorporated by this reference.

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

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Resolution No. 5619
9/14/2021
Page 2

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

Dated and Signed this _____ day of _____, 2021.

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Shawn Campbell,
City Clerk

APPROVED AS TO FORM:

Kendra Comeau,
City Attorney

Resolution No. 5619
9/14/2021
Page 3

**FUNDING AGREEMENT
BETWEEN SOUND TRANSIT AND THE CITY OF AUBURN
AUBURN STATION PARKING & ACCESS IMPROVEMENT PROJECT'S**

TRAFFIC MITIGATION

GA 0096-20

This funding agreement (“Agreement”) is entered into between the Central Puget Sound Regional Transit Authority (“Sound Transit”), a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW, and the City of Auburn, a Washington municipal corporation (“City”), sometimes collectively referred to as “Parties” or individually as “Party.”

WHEREAS, Sound Transit completed the National Environmental Policy Act (NEPA)/State Environmental Policy Act (SEPA) Environmental Evaluation for the Auburn Station Parking & Access Improvements Project in early 2020, which will serve Sounder commuter rail and bus riders at Auburn Station.

WHEREAS, this Agreement follows a February 13, 2020 Letter of Concurrence between Sound Transit and the City to establish a capped contribution amount that Sound Transit will contribute to the City’s planned A Street Loop Project ("Project") in lieu of providing traffic mitigation identified in the NEPA/SEPA analysis, which overlaps with the Sound Transit’s design plans for the Auburn Station Parking & Access Improvements Project.

WHEREAS, The Parties desire to enter into this Agreement to set forth their respective responsibilities and define details regarding the funding contribution that will optimize the desired level of service for riders.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree to the following:

1. GENERAL

- 1.1. Project Description. The site of the proposed garage is in use as a surface parking lot providing 120 spaces for City use and is bounded by 1st Street NW on the south, an alleyway on the north, BNSF Railway on the west, and A Street NW on the east. As further described in Exhibit A, Project Scope, the current design of Sound Transit’s proposed garage includes five levels with a partial half level, providing up to 675 parking spaces; 120 spaces would replace parking for the existing surface lot and up to 555 spaces would be available for transit users.

The following pedestrian, bicycle, and transit amenities are proposed adjacent to or near the project site to enhance overall access to the Auburn Station:

- Adjacent to the project site, amenities include painted crosswalks, pedestrian signals, lighting, and signage.

- At the intersection of W Main Street and B Street NW, amenities would encourage pedestrian safety and traffic calming (i.e., curb extensions, roadway channelization, installation of rectangular rapid flashing beacons, crosswalks, and ADA curb ramps).
- At the Auburn Station, planned bicycle improvements include modifications to prepare for future increased bicycle storage.
- At five existing bus stops along routes that connect with the Auburn Station, new bus shelters would be installed.

- 1.2. Environmental Evaluation. Complying with the State Environmental Policy Act (SEPA) as lead agency, Sound Transit issued a Determination of Non-significance with Conditions on January 29, 2020. Subsequently, the Federal Transit Administration (FTA) concurred that the Project qualifies as a categorical exclusion as described in its National Environmental Policy Act (NEPA) Rules on February 26, 2020.
- 1.3. Identified Project Mitigation. The Environmental Evaluation identified the need for traffic mitigation at one signalized intersection owned by the City of Auburn: 3rd Street SE/A Street SE intersection. It is projected to operate within its adopted level of service (LOS) standard of LOS E during the PM peak period in the No- Build scenario and to exceed the LOS standard in the Project scenario (LOS F) without mitigation in 2037. The proposed mitigation at this intersection is to re-optimize the signal timings to meet its adopted LOS standard, or contribute to other improvements agreed to with the City that mitigate project impacts.
- 1.4. Contribution to other improvements. Sound Transit and the City of Auburn signed a letter of concurrence (**Exhibit D**) in January 2020 to make a contribution to the City's planned "A Street Loop" project in lieu of adjusting signal timings at the 3rd Street SE/A Street SE intersection.
- 1.5. Funding Disbursement and Environmental Review. Sound Transit will make a one-time contribution in an amount not-to-exceed three hundred forty thousand dollars (\$340,000) to the City's planned "A Street Loop" project shown in **Exhibit A** and as described in this Agreement. The City will complete the appropriate environmental documentation for the "A Street Loop" project as SEPA lead agency prior to receiving a contribution for the project from Sound Transit. The City will provide Sound Transit an opportunity to review and comment on the draft environmental documents before the City completes and issues a SEPA determination for the Project. This action is intended to be completed prior to the issuance of notice to proceed by Sound Transit of a Design-Build contract for the Auburn Station Parking and Access Improvement project. Regardless if the notice to proceed of a Design-Build contract for the Auburn Station Parking and Access Improvement project has been issued, upon completion of the environmental review, the City will sign the Environmental Review Certification (**Exhibit B**) and Sound Transit will provide the one-time funding contribution to the City within 90-days of receipt of the signed Environmental Review Certification from the City.

- 1.6. Construction Schedule. The City shall complete construction of the Project before January 1, 2037, the year traffic impacts would result from the new garage. The City will use Sound Transit's funding contribution to complete the traffic mitigation identified within the NEPA/SEPA Environmental Evaluation or other appropriate mitigation measures as agreed to by both parties if the A Street Loop project is not complete by 2037. The City is responsible for notifying Sound Transit of any material changes to the Project Schedule and rationale for the change in writing as part of its reporting requirements.

2. PROJECT MANAGEMENT

- 2.1 Designated Representatives. The City and Sound Transit have designated formal points of coordination for this Agreement. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, to identify upcoming decisions related to the Project, to provide any information or input necessary to inform those decisions, and to resolve any issues or disputes related to the Project consistent with this Agreement.

The Designated Representatives are:

City of Auburn

Ryan Vondrak

Capital and Construction Engineering
Manager

rvondrak@auburnwa.gov

SOUND TRANSIT

Zac Eskenazi

High Capacity Transit Development
Manager

Zachary.eskenazi@soundtransit.org

The Parties may change designated representatives by written notice to the other Party during the term of the Agreement.

- 2.2 Reporting Requirements. The City is required to submit a Quarterly Progress Report to Sound Transit's Designated Representative. The report should provide a current status of Project activities, in the reporting period, both current and upcoming. The report may include supporting documentation (photos, City documentation, financial information, etc.).
- 2.3 Operations and Maintenance. The City shall be responsible for all operations and maintenance costs of the completed Project.
- 2.4 Signage. Any new identification signage that is placed after this Agreement goes into effect and during the construction of the Project shall identify Sound Transit as a funding partner.

3 INVOICING

- 3.1 The City will submit an invoice for the one-time payment (See **Exhibit C**, Invoice Template), along with the Environmental Review Certification (**Exhibit B**). The invoice must include the Sound Transit purchase order number provided by Sound Transit.
- 3.2 The City will submit its invoice with the required documentation, in two .pdf files, via email to accountspayable@soundtransit.org (and carbon copying Sound Transit's Designated Representative). Invoices will be paid within thirty (30) calendar days of Sound Transit's receipt of the invoice and acceptable and complete supporting documentation.
- 3.3 If Sound Transit determines that the invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination and request that the City provide additional documentation. Sound Transit may withhold payment of the invoice until supporting documentation is provided, however such approval shall not be unreasonably withheld.

4 TERM, SUSPENSION, AND TERMINATION

- 4.1 Term. This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until 180 consecutive days following Project completion, unless extended by mutual written agreement of the Parties, superseded by a future agreement, or suspended or terminated in accordance with this Section 5.
- 4.2 Termination by Either Party. Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the Dispute Resolution Process has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause will provide the other Party with written notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty (30) calendar days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) calendar days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved Party by giving ninety (90) calendar days' notice to the other Party.
- 4.3 Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.

5 INDEMNITY

- 5.1 To the maximum extent permitted by law, the City will hold harmless from, and indemnify and defend Sound Transit (including its board members, officers, directors and

employees) (the “Indemnified Parties”) from and against any and all claims, demands, losses, lawsuits, actions, or liability of any kind or nature, arising out of or relating to the City’s design, construction, maintenance or operation of the Project, including claims by the City’s employees. **THE CITY SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CITY’S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CITY SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CITY OR A CONTRACTOR UNDER WORKERS’ COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CITY RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CITY’S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST THE CITY BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CITY’S EMPLOYEE(S) DIRECTLY AGAINST THE CITY.** The foregoing indemnity applies only to the extent of the City’s negligence.

- 5.2 The City further agrees to assume the defense of the Indemnified Parties with legal counsel acceptable to Sound Transit, whose acceptance shall not be unreasonably withheld. In all legal or claim proceedings arising out of, in connection with, or incidental to the City’s work or that of its contractors, subcontractors of any tier, suppliers, consultants and sub-consultants. The City shall pay all defense expenses, including attorney’s fees, expert fees, and costs incurred directly or indirectly on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith. The City may settle any suit, claim, action cost, loss penalty or damages, subject to the approval of Sound Transit, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the Indemnified Parties. In the event of litigation between the Parties hereto to enforce the rights under this provision, reasonable attorney fees shall be allowed to the prevailing party.
- 5.3 Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party will fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by the other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys’ fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.

- 5.4 The obligations in this Section will survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

6 AUDITS

- 6.1 Each Party will maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records will be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the Parties.
- 6.2 The City will make all Project records available for Sound Transit inspection upon prior written reasonable request. Audits may be performed by Sound Transit or its independent public accountants to ensure compliance with and enforcement of this Agreement. Should the audit determine that funds from Sound Transit have been used for expenses that were ineligible, then Sound Transit shall provide a copy of the auditor's determination to the City. If the City agrees with the determination, then the City will reimburse Sound Transit the amounts found to have been ineligible. If the City disputes the auditor's determination, then the matter shall be referred to the Dispute Resolution Process set forth in Section 9.

7 INSURANCE

- 7.1 Coverage. During the construction phase of any eligible elements within the Project, the City shall provide primary insurance coverage in the amounts that it deems necessary for construction projects of similar size and cost. If the City is self-insured, it shall provide to Sound Transit's risk manager an evidence of coverage letter. The City shall require their contractor(s) and sub-contractors to obtain and maintain insurance in amounts and types suitable to protect Sound Transit and the City from exposures presented by the work performed under this Agreement. The minimum insurance requirements during the entire term of this Agreement are set forth below:

a) Commercial General Liability in the amount of two million dollars (\$2,000,000) each occurrence limit, two million dollars (\$2,000,000) general aggregate limit, covering bodily injury including death, personal injury, property damage, Employers' Liability and contractual coverage endorsements, and utilize insurers and coverage forms acceptable to Sound Transit.

b) Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least one million dollars (\$1,000,000) combined single limit.

c) Worker's Compensation insurance coverage, where applicable, shall comply with

State of Washington Labor and Industries requirements.

d) Builders Risk coverage will be the responsibility of all contractors and subcontractors.

e) Pollution Liability (if there is any potential environmental liability exposure) in the amount of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

f) Professional Liability (if there is a potential professional liability exposure) in the amount of one million dollars (\$1,000,000) per claim.

- 7.2 Certificates. With the exception of self-insurance, certificates of insurance must name Sound Transit as an "Additional Insured," and shall reference the number and title of this Agreement. All insurance coverage obtained by the City or its contractors and subcontractors must name Sound Transit, its officers and employees as "additional insured's" and contain "severability of interest" (cross liability) provisions. The City's and the contractor's insurance policies shall be primary to and not contributing with any insurance or self-insurance that may be carried by Sound Transit and waive their right of Subrogation against Sound Transit. Certificates of Insurance, including the Additional Insured Endorsements, Waiver of Subrogation Endorsements and Primary and Non-Contributory Endorsements, will be provided to Sound Transit before the start of any work performed under this Agreement. The City's membership in the Washington Cities Insurance Authority (WCIA), a governmental self insured risk pool, shall satisfy all conditions set forth in Section 6, Insurance, of this Agreement.

8 DISPUTE RESOLUTION

- 8.1 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section 9. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the other Party's performance under this Agreement until the dispute resolution process in this Section 9 has been exhausted.
- 8.2 The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.
- 8.3 Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using

good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

- a. Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
 - b. Level Two - Sound Transit's Executive Project Director in Design, Engineering and Construction Management and the City's Departmental Leads shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.
 - c. Level Three - Sound Transit's Executive Director, Design, Engineering and Construction Management or Designee and the City's Department Director or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 8.4 In the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has any obligation to participate in mediation or any other form of alternative dispute resolution following completion of Level Three of the process described herein. A Party may decline to participate in such proceeding for any reason or no reason.

9 LEGAL PROVISIONS

- 9.1 Warranties. By execution of this Agreement, both Parties warrant that they have the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement, they are not in violation of any law, regulation, or agreement; and that the execution, delivery and performance of the Agreement has been duly authorized by all requisite corporate action, and that the signatories hereto, which have signed on each Parties behalf, are authorized to sign this Agreement.
- 9.2 No waiver. Neither Party will be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.
- 9.3 Costs. Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit arising from this Agreement, each Party will pay all its legal costs and attorney's fees and expenses incurred in defending or bringing

such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph will be construed to limit the Parties' rights to indemnification.

- 9.4 Public Records. Each Party shall be responsible for its own public records and public records requests.
- 9.5 Notices. All notices required under this Agreement must be in writing and addressed to the Designated Representative. All notices must be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative. However, notice under Section 5, termination, must be delivered in person or by certified mail, return receipt requested.
- 9.6 The parties may not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the City Council are recognized to be legislative actions. The parties will take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 9.7 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days unless otherwise noted. Any reference to "working days" shall exclude any legal holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 9.8 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 9.9 This Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document applies to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 9.10 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 9.11 Severability. In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, by a court of law, the Parties will reform the agreement to satisfy the original intent of the Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by having its authorized representative affix her/his name in the appropriate space below:

CITY OF AUBURN

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY (SOUND TRANSIT)

By:_____

By:_____

Kimberly Farley, Deputy Chief Executive
Officer

Date:_____

Date:_____

Approved as to form:

By:_____

Amy Jo Pearsall, Senior Legal Counsel

Exhibit List:

Exhibit A: Project Scope
Exhibit B: Environmental Review Certification
Exhibit C: Invoice Form
Exhibit D: Signed Letter of Concurrence

Exhibit A: Project Description

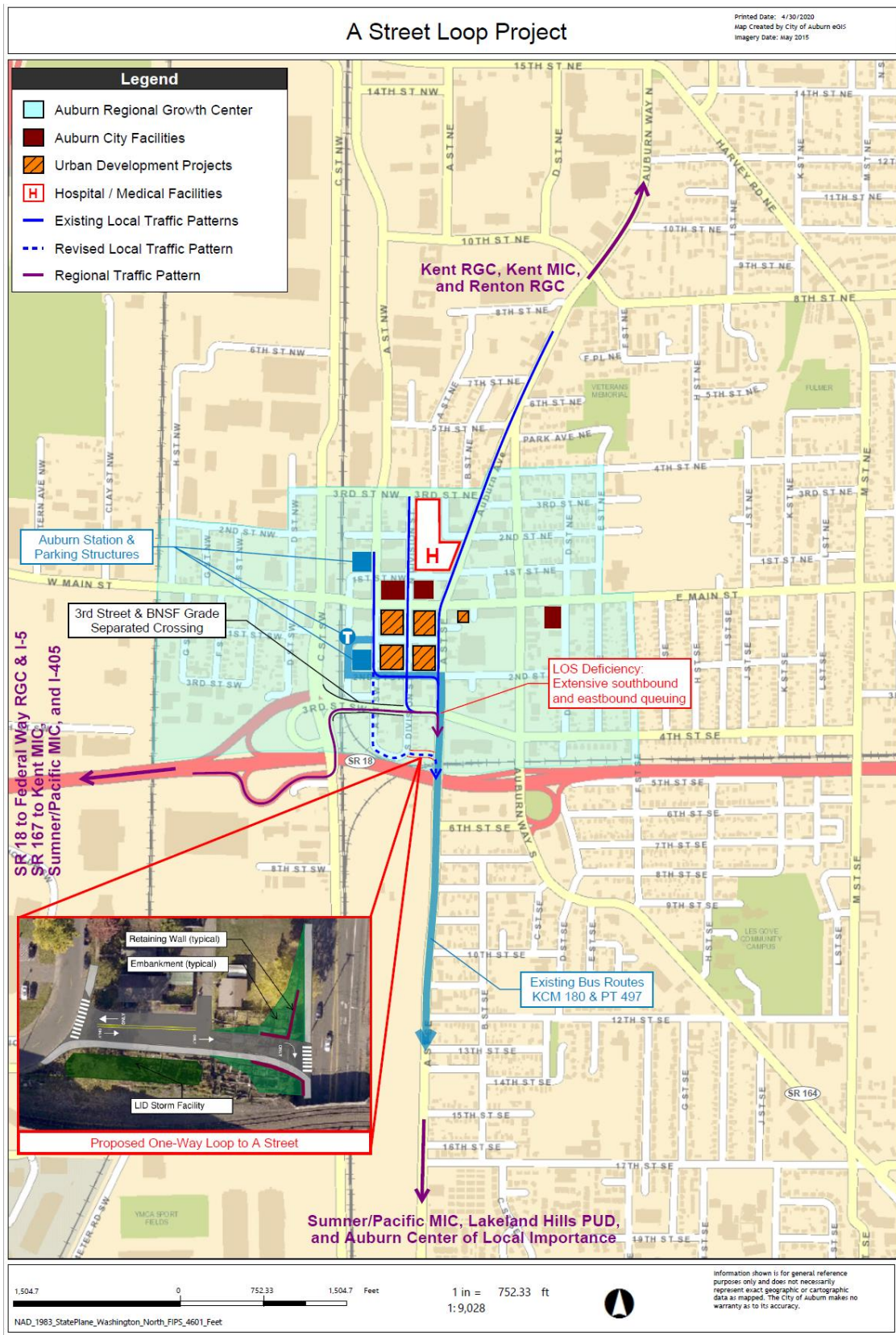


Exhibit B: Environmental Review Certification

Auburn Station Traffic Mitigation

The City of Auburn, as lead agency for purposes of the State Environmental Policy Act (SEPA), hereby certifies that the proposal described herein has undergone environmental review in accordance with all applicable SEPA rules pursuant to Chapter 197-11 Washington Administrative Code.

The City of Auburn has completed and issued the following project-level environmental review documentation and conducted the appropriate public comment (check at least one):

- ☐ Letter of exemption from SEPA pursuant to WAC 197-11-800
- ☐ SEPA Environmental Checklist/Determination of Non-significance (DNS) or Mitigated DNS
- ☐ Environmental Impact Statement
- ☐ SEPA Addendum
- ☐ Other: _____

Signature of City of Auburn Representative Authorized SEPA Responsible Official

Sound Transit's office of Environmental Affairs and Sustainability has reviewed the provided documents checked above and authorizes the following:

- ☐ Disbursement of funds to the City of Auburn

Signature of Sound Transit Corridor Environmental Manager

Exhibit: C
Invoice Form

Invoice No. _____ Dated: _____

TO: Sound Transit
accountspayable@soundtransit.org

Attention: Accounts Payable and [Sound Transit's Designated Representative]

Re: FUNDING AGREEMENT FOR AUBURN STATION TRAFFIC MITIGATION,

GA 0096-20

The City's authorized representative certifies that Sound Transit's pro rata share of costs under this invoice is \$_____, and is due and payable to The City in accordance with the provisions of the Agreement, and is supported by the attached invoice and supporting documentation.

The City makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by The City, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from The City.

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

The City

By: _____ Date: _____
[Name, Position]

Exhibit D: Letter of Concurrence



February 13, 2020

Jeff Tate
Director of Community Development
City of Auburn
25 W Main Street
Auburn, WA 98001

Letter of Concurrence to define the scope of the Auburn Station Parking & Access Improvements Project

Dear Mr. Tate:

This letter outlines the current scope of the Auburn Station Parking & Access Improvements Project ("Project") which will serve Sounder commuter rail and bus riders at Auburn Station. This letter also represents concurrence between Sound Transit and the City of Auburn regarding traffic mitigation necessary as a result of the Project. The Sound Transit Board will select the project to be built in the spring of 2020.

Background

Sound Transit completed the NEPA/SEPA Environmental Evaluation and issued a determination of non-significance (DNS) with conditions on January 29, 2020. The project scope elements outlined below were evaluated as part of the Environmental Evaluation. The agreed upon traffic mitigations are elements of the project scope and are summarized within the Environmental Evaluation.

Sound Transit intends to complete final design and construction of the Project through a design-build contract delivery method. Through the design-build process, Sound Transit will work with the City of Auburn and the future design-builder to identify opportunities to seek innovative efficiencies and refine project elements to serve riders and integrate into the neighborhood. The design-build contract procurement process is scheduled to begin in the summer of 2020.

Project Overview and Scope

The scope of the proposed Project evaluated as part of the NEPA/SEPA process and generally described below consists of a new parking garage and pedestrian, bicycle and transit access improvements. The resulting environmental mitigation for the current scope are identified in the Environmental Evaluation and some of the mitigation will be constructed by the design-build contractor during the implementation of the project while others will be completed by the City.

CHAIR
Kent Keel
University Place Mayor

VICE CHAIRS
Dan Constantine
King County Executive
Paul Roberts
Everett Councilmember

BOARD MEMBERS
Nancy Backus
Auburn Mayor
David Baker
Kennecott Mayor
Claudia Balducci
King County Council Vice Chair

Bruce Damschler
Pierce County Executive

Jenny Dunham
Seattle Mayor

Debra Juarez
Seattle Councilmember

Joe McDermott
King County Councilmember

Roger Miller
Washington State Secretary of Transportation

Ed Prince
Itasca City Councilmember

Kim Roscoe
Pike Mayor

Dave Somers
Snohomish County Executive

Dave Uthengrove
King County Councilmember

Peter von Reichbauer
King County Councilmember

Victoria Woodard
Tacoma Mayor

CHIEF EXECUTIVE OFFICER
Peter M. Rogoff

The site of the proposed garage is in use as a surface parking lot providing 120 spaces and is bounded by 1st Street NW on the south, an alleyway on the north, BNSF Railway on the west, and A Street NW on the east. The current design of the proposed garage includes five levels with a partial half level, providing up to 675 parking spaces; 120 spaces would replace parking for the existing surface lot and up to 555 spaces would be available for transit users.

The following pedestrian, bicycle, and transit amenities are proposed adjacent to or near the project site to enhance overall access to the Auburn Station:

- Adjacent to the project site, amenities include painted crosswalks, signals, lighting, and signage.
- At the intersection of W Main Street and B Street NW, amenities would encourage pedestrian safety and traffic calming (i.e., curb extensions, roadway channelization, installation of rectangular rapid flashing beacons, crosswalks, and ADA curb ramps).
- At the Auburn Station, planned bicycle improvements include modifications to prepare for future increased bicycle storage.
- At five existing bus stops along routes that connect with the Auburn Station, new bus shelters would be installed.

Traffic Mitigation

The Environmental Evaluation identified the need for traffic mitigation at one signalized intersection owned by the City of Auburn: 3rd Street SE/A Street SE intersection (Intersection 20). It is projected to operate within its adopted level of service (LOS) standard of LOS E during the PM peak period in the No-Build scenario and to exceed the LOS standard in the Project scenario (LOS F) without mitigation in 2037. The proposed mitigation at this intersection is to re-optimize the signal timings to meet its adopted LOS standard, or contribute to other improvements agreed to with the City that mitigate project impacts. In lieu of adjusting signal timings at the 3rd Street SE/A Street SE intersection, Sound Transit will contribute \$340,000 for the City's planned "A Street Loop" project. The parties will first complete a funding agreement for Sound Transit's contribution to the City's A Street Loop. Following completion of the funding agreement, Sound Transit's monetary contribution will be provided to the City. Both are scheduled to be completed prior to the issuance of the building permit for the parking garage.

The City and Sound Transit agree that by Sound Transit contributing this amount, the forecasted traffic impacts resulting from the Auburn Station Parking and Access Improvements project have been sufficiently mitigated. The City will complete the A Street Loop project by 2037, the year traffic impacts would result from the new garage. The City will use Sound Transit's funding contribution to complete the traffic mitigation identified within the NEPA/SEPA Environmental Evaluation or other appropriate mitigation measures as agreed to by both parties if the A Street Loop project is not complete by 2037.

Next Steps

The Sound Transit Board of Directors is scheduled to select the project to be built in the spring of 2020. This letter of concurrence between Sound Transit and the City of Auburn demonstrates that Sound Transit and the City have generally agreed on the scope elements of the project as listed in the "Project Overview and Scope" section of this letter and have reached concurrence on traffic mitigation as outlined in the above section. Sound Transit staff appreciates our ongoing partnership with the City of Auburn. We look forward to future coordination to improve access to Auburn Station.

Sincerely,

Karen Kitsis

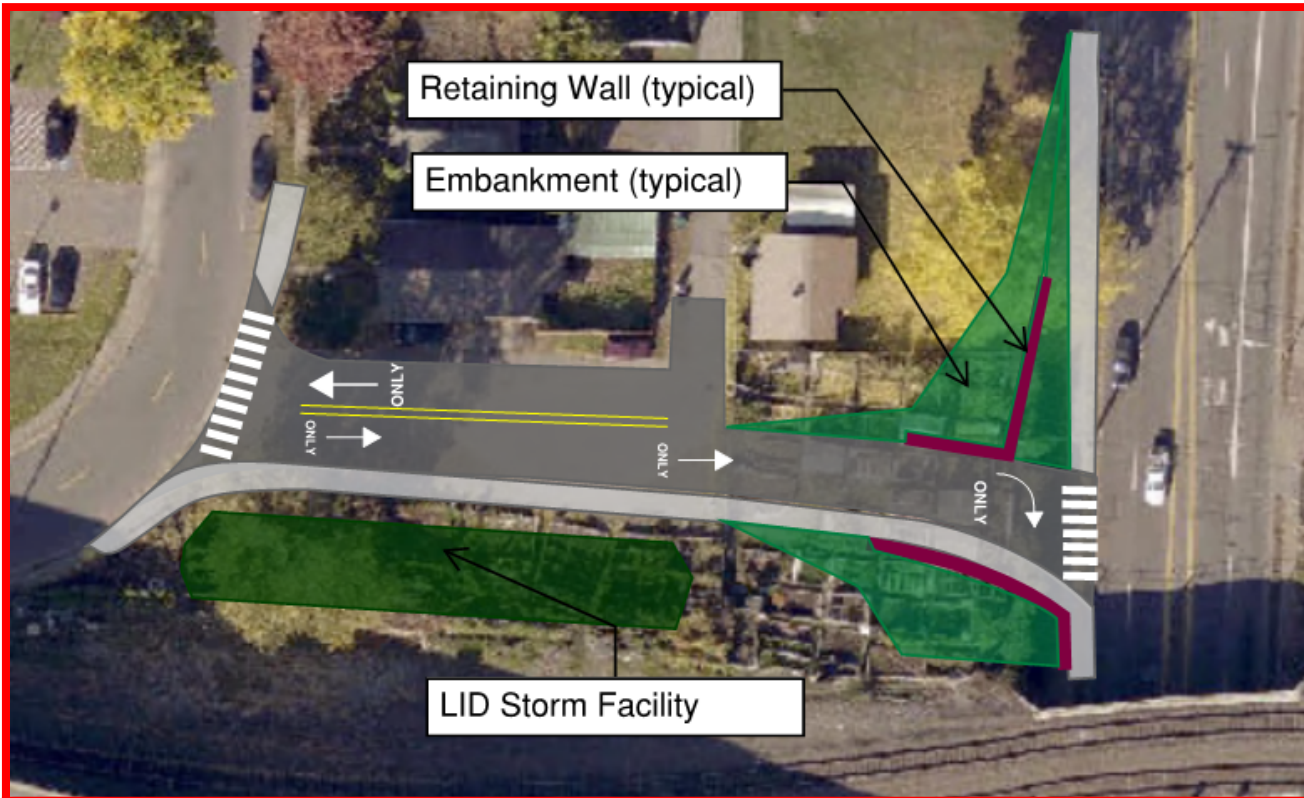
Karen Kitsis,
Deputy Executive Director – Office of Capital Project Development
Sound Transit

 Date: February 20, 2020
City of Auburn, SEPA Official

cc: Melissa Flores Saxe, Sounder South Project Development Director
Chelsea Levy, South Corridor Development Director

A Street Loop Project

Printed Date: 9/14/2021
Map Created by City of Auburn eGIS
Imagery Date: May 2015



Proposed One-Way Loop to A Street



1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

