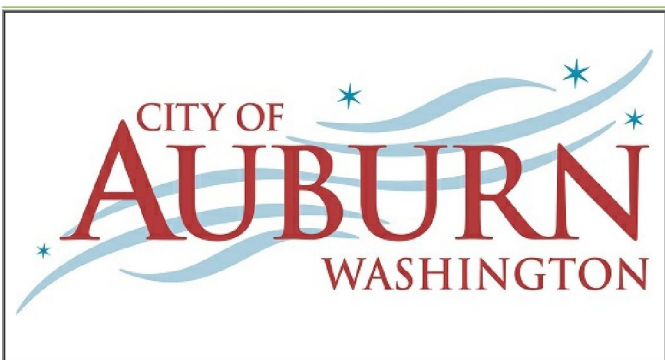


	City Council Meeting September 18, 2023 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **LAND ACKNOWLEDGMENT**

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

III. **PUBLIC PARTICIPATION**

1. **Public Participation**

The Auburn City Council Meeting scheduled for Monday September 18, 2023 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

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

To listen to the meeting by phone or Zoom, please call the below number or click the link:

Telephone: 253 205 0468

Toll Free: 888 475 4499

Zoom: <https://us06web.zoom.us/j/84412328728>

A. **Pledge of Allegiance**

IV. **Roll Call**

V. **APPOINTMENTS**

A. **Transportation Advisory Board**

City Council to approve the appointment of Emily Helms to the Transportation Advisory Board for a one year term expiring June 31, 2024

(RECOMMENDED ACTION: Move to approve appointment of Emily Helms to

the Transportation Advisory Board for a one year term expiring June 31, 2024).

VI. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. National Recovery Month

Mayor Backus to proclaim September 2023 as "National Recovery Month" in the City of Auburn

VII. AGENDA MODIFICATIONS

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

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

Please mail written comments to:
City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

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

Email written comments to:
publiccomment@auburnwa.gov

If an individual requires an accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote oral comment by contacting the City Clerk's Office in person, by phone (253) 931-3039, or email to publiccomment@auburnwa.gov

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

IX. 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 Baldwin)

X. 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 5, 2023, City Council Meeting

B. Minutes of the September 11, 2023, Study Session Meeting

C. Claims Vouchers (Thomas)

Claims voucher list dated September 13, 2023 which includes voucher number 473392 through 473532, in the amount of \$2,744,898.46, one electronic fund transfers in the amount of \$453.00, and two wire transfers in the amount of \$806,559.11

D. Payroll Voucher (Thomas)

Payroll check numbers 539521 through 539524 in the amount of \$79,208.16, electronic deposit transmissions in the amount of \$2,792,931.53, for a grand total of \$2,872,139.69 for the period covering August 31, 2023 to September 13, 2023

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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. RESOLUTIONS

A. Resolution No. 5736 (Tate)

A Resolution resolving to annex certain property, known as "The Bridges" Neighborhood and currently located within the City of Kent, Washington, into the City of Auburn pursuant to RCW 35.10.217(2), and authorizing City Staff to file a Notice of Intent to Annex with the Washington State Boundary Review Board for King County

(RECOMMENDED ACTION: Move to adopt Resolution No. 5736.)

B. Resolution No. 5737 (Gaub)

A Resolution authorizing the Mayor to execute an agreement accepting a grant from King County for the Auburn Avenue Theater Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5737.)

XIV. 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.

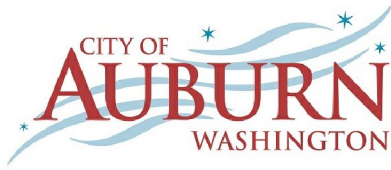
A. **From the Council**

B. **From the Mayor**

XV. 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 5, 2023, City Council Meeting

Department:

City Council

Attachments:

[09-05-2023 Minutes](#)

Date:

September 11, 2023

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

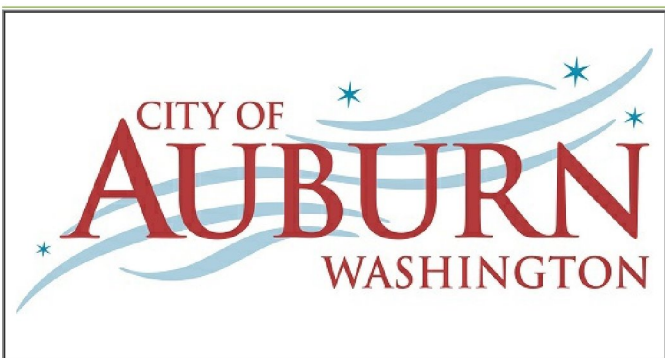
Revised Budget: \$0

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

Meeting Date: September 18, 2023

Staff:

Item Number: CA.A

	City Council Meeting September 5, 2023 - 7:00 PM City Hall Council Chambers 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. LAND ACKNOWLEDGEMENT

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

IV. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Larry Brown, Robyn Mulenga, Cheryl Rakes, and Yolanda Trout-Manuel.
Councilmembers Bob Baggett, and Kate Baldwin were excused.

Department directors and staff members present included: Acting City Attorney Harry Boesche, Director of Public Works Ingrid Gaub, Chief of Police Mark Caillier, Outside Counsel Bob Sterbank, Director of Parks, Arts, and Recreation Daryl Faber, Director of Administration Dana Hinman, Assistant Director of Community Development Jason Krum, Business Systems Analyst Chrissy Malave, and City Clerk Shawn Campbell.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Ronnie Beyersdorf Tribute (Mayor)

A tribute video was played for everyone attending the meeting. Mayor Backus read several quotes that she stated embodies Ronnie Beyersdorf.

She proclaimed September 5, 2023, as Ronald H. Beyersdorf day in the City of Auburn.

The Beyersdorf family thanked the Mayor and Council for recognizing Ronnie.

B. Police Promotional Ceremony (Caillier)

Chief Caillier gave Sergeant Fernando Cordova and Commander Brandon Skeen the Officers Oath, and their families pinned their badges.

Mayor Backus recessed the meeting for 10 minutes at 7:31 p.m. She reconvened the meeting at 7:43 p.m.

C. Constitution Week

Mayor Backus to proclaim September 17, 2023 through September 23, 2023 as "Constitution Week" in the City of Auburn

Mayor Backus proclaimed September 17, 2023 through September 23, 2023 as "Constitution Week" in the City of Auburn.

Hilda Meryhew, member of the Lakota National Daughters of the American Revolution Chapter, accepted the proclamation.

D. Suicide Prevention Awareness Month

Mayor Backus to proclaim September 2023 as "Suicide Prevention Awareness Month" in the City of Auburn

Mayor Backus proclaimed September 2023 as "Suicide Prevention Awareness Month" in the City of Auburn.

E. National Senior Center Month

Mayor Backus to proclaim September 2023 as "National Senior Center Month" in the City of Auburn

Mayor Backus proclaimed September 2023 as "National Senior Center Month" in the City of Auburn.

Recreation Coordinator, Rocky Kirwin, accepted the proclamation and thanked the Mayor and Council for recognizing National Senior Center Month.

VI. **AGENDA MODIFICATIONS**

The Childhood Cancer Awareness Month, Hispanic Awareness Month, and National Recovery Month proclamations were rescheduled to the next City Council Meeting.

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

No one came forward to speak.

B. Correspondence

There was no correspondence for Council to 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 Baldwin)

Deputy Mayor Jeyaraj reported, Councilmember Baldwin and Councilmember Baggett have reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

2. Council Rules of Procedure Ad Hoc Committee (Chair Rakes)

Councilmember Rakes, Chair of the Council Rules of Procedure Ad Hoc Committee, reported the Committee has not met since their last meeting.

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 August 21, 2023, City Council Meeting

- B. Minutes of the August 28, 2023, Study Session Meeting

- C. Claims Vouchers (Thomas)

Claims voucher list dated August 22, 2023 which includes one electronic fund transfer in the amount of \$1,905.05

Claims voucher list dated August 30, 2023 which includes voucher number 473229

through 473391, in the amount of \$4,991,659.36, two electronic fund transfers in the amount of \$584.06, and three wire transfers in the amount of \$832,864.95

D. Payroll Voucher (Thomas)

Payroll check numbers 539515 through 539515 in the amount of \$615,531.89, electronic deposit transmissions in the amount of \$2,473,409.48, also a special payroll for missed Parks timecards for payroll check numbers 539516 through 539520 in the amount of \$2,368.46, electronic deposit transmissions in the amount of \$592.74, for a grand total of \$3,091,902.57 for the period covering August 17, 2023 to August 30, 2023

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

MOTION CARRIED UNANIMOUSLY. 5-0

X. **UNFINISHED BUSINESS**

There was no unfinished business.

XI. **NEW BUSINESS**

There was no new business.

XII. **ORDINANCES**

A. Ordinance No. 6913 (Gaub)

An Ordinance granting to MOX Networks, LLC, a Delaware Company, a Franchise for Dark Fiber Infrastructure

Councilmember Brown moved and Councilmember Rakes seconded to approve Ordinance No. 6913.

MOTION CARRIED UNANIMOUSLY. 5-0

XIII. **RESOLUTIONS**

A. Resolution No. 5735 (Council)

A Resolution amending the City Council Rules of Procedure

Councilmember Rakes moved and Councilmember Brown seconded to adopt Resolution No. 5735.

Council discussed suggestions considered by Council.

Councilmember Trout-Manuel moved to table Resolution No. 5735 to the September 11, 2023, Study Session meeting. There was no second.

Councilmember Rakes moved to amend the Council Rules of Procedure Section 16.1 (A.1) to add Housing Policy and Section 16.1 (A.3) to add Airport, Park Development, and Economic Development. Deputy Mayor

Jeyaraj seconded the amendment.

All in favor to amend 5-0.

MOTION CARRIED UNANIMOUSLY. 4-1. Councilmember Trout-Manuel voted no.

XIV. 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

Councilmember Mulenga reported she attended the Swedish Heritage Day event at Neely Mansion, and a tour of the White River Valley Museum.

Councilmember Trout-Manuel reported she attended the Washington State Auditors Entrance Interview, a tour of the White River Valley Museum, and the Sound Cities Association health briefing.

B. From the Mayor

Mayor Backus reported she attended the Sound Transit South King Sub Area briefing meeting, South Correctional Entity (SCORE) Board meeting, Second Annual Multicultural Holiday Festival, Employment Security Department Fundraiser, Greater Seattle Partners meeting, Catherine Hansen's Celebration of Life, and met with Tukwila Councilmember, Kathy Hougardy, and toured Tukwila's Affordable Housing options.

XV. ADJOURNMENT

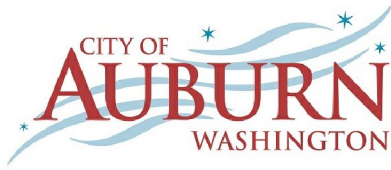
There being no further business to come before the Council, the meeting was adjourned at 8:08 p.m.

APPROVED this 18th day of September, 2023.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the September 11, 2023, Study Session Meeting

Department:

City Council

Attachments:

[09-11-2023 Minutes](#)

Date:

September 11, 2023

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

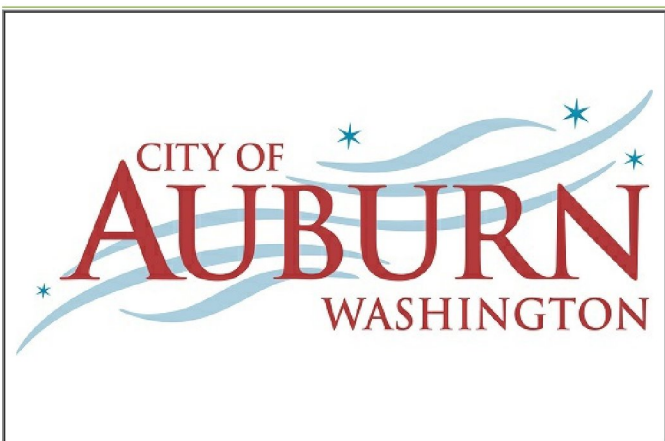
Revised Budget: \$0

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

Meeting Date: September 18, 2023

Staff:

Item Number: CA.B

	City Council Study Session Finance, Technology and Economic Development Special Focus Area September 11, 2023 - 5:30 PM City Hall Council Chambers 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

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga, and Cheryl Rakes. Deputy Mayor James Jeyaraj and Councilmember Yolonda Trout-Manuel were excused.

Department directors and staff members present included: Acting City Attorney Harry Boesche, Assistant Chief of Police Samuel Betz, Director of Community Development Jeff Tate, Director of Human Resources Jamie Thomas, Director of Innovation and Technology David Travis, Assistant Director of Innovation and Technology Ashley Riggs, Director of Human Resources & Risk Management Candis Martinson, Director of Public Works Ingrid Gaub, Business Systems Analyst Jonathan Barbano, and City Clerk Shawn Campbell. Outside Counsel Bob Sterbank attended the meeting virtually.

III. AGENDA MODIFICATIONS

There were no modifications to the agenda.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. REDI Report Out

Councilmember Brown provided Council with an update on the Racially Equitable Diverse and Inclusive (REDI) Coalition including the background of the Coalition, creation of the City's first Chief Equity Officer

position, consultants, the Inclusive Auburn Advisory Team, and the vision of the Coalition.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Resolution No. 5736 (Tate) (15 Minutes)

A Resolution resolving to annex certain property, known as “The Bridges” Neighborhood and currently located within the City of Kent, Washington, into The City of Auburn pursuant to RCW 35.10.217(2), and authorizing City Staff to file a Notice of Intent to Annex with the Washington State Boundary Review Board for King County

Director Tate provided Council with an overview of Resolution No. 5736 including the timeline for Council action, where the property is located, the proposed time frame for the annexation, the effects on the residents, and the impact of services for the residents.

Council discussed the impact to the school district, and the impact to the homeowners.

VI. FINANCE AND INTERNAL SERVICES DISCUSSION ITEM

A. IT Update (Travis) (15 Minutes)

Director Travis and Assistant Director Riggs provided Council with an overview of the IT Update including the guiding principle of the Innovation and Technology department, he reviewed the staffing of the department, the internal promotions and new hires, the core strategies of the department, recent projects, the WIFI expansion project, security, and DEI in Technology.

Council discussed security patches.

B. 2nd Quarter 2023 Financial Update (Thomas) (20 Minutes)

Director Thomas provided Council with an overview of the 2nd Quarter 2023 Financial Update including the General Fund Revenue Overview, the Tax Revenue, Licenses and Permits revenue, charges for services, General Fund expenditures by department, an ARPA Update, and Non-General Fund highlights.

Council discussed expenditures, assigned police vehicles, and ARPA Funds.

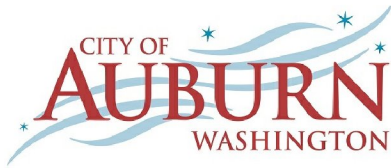
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:48 p.m.

APPROVED this 18th day of September, 2023.

JAMES JEYARAJ, DEPUTY MAYOR Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

September 12, 2023

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:**

Claims voucher list dated September 13, 2023 which includes voucher number 473392 through 473532, in the amount of \$2,744,898.46, one electronic fund transfers in the amount of \$453.00, and two wire transfers in the amount of \$806,559.11.

Reviewed by Council Committees:

Councilmember: Baldwin

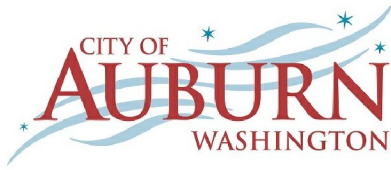
Staff:

Thomas

Meeting Date: September 18, 2023

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

September 12, 2023

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background for Motion:**

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 539521 through 539524 in the amount of \$79,208.16, electronic deposit transmissions in the amount of \$2,792,931.53, for a grand total of \$2,872,139.69 for the period covering August 31, 2023 to September 13, 2023.

Reviewed by Council Committees:

Councilmember: Baldwin

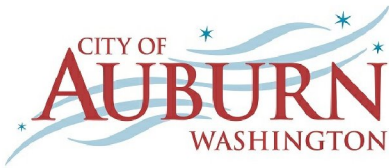
Staff:

Thomas

Meeting Date: September 18, 2023

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5736 (Tate)

Date:

September 12, 2023

Department:

Community Development

Attachments:

[Resolution 5736 Initiating Action to Annex
Bridges](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5736.

Background for Motion:

Resolution No. 5736 will initiate the process for the City of Auburn to annex the Bridges community.

Background Summary:

For several years the City of Auburn and the City of Kent have been engaged in dialogue over the de-annexation of the Bridges from the City of Kent and the annexation into the City of Auburn. In January of 2022 City staff delivered a presentation to City Council that was intended to provide an orientation to the community along with a number of questions and issues that required resolution in order to move the concept forward.

In August of 2022 City staff from both Kent and Auburn attended the Bridges National Night Out event in order to help answer questions and to encourage residents to participate in a survey that was intended to help both cities understand how the residents of the community felt about annexation into Auburn. 144 individual surveys were completed (there are 386 homes in the community). The survey results indicated that about 70% of the residents either supported the annexation into Auburn or were indifferent.

In November of 2022 the Bridges HOA voted unanimously in favor of the annexation from the City of Kent into the City of Auburn.

Additionally, staff from both cities have worked on the following items:

- Preparation of the initiating resolution and Interlocal Agreement (ILA). The ILA is an operational document that defines details between the two cities for how assets will be managed and transferred (e.g. roads and utilities), how to manage open permits and code enforcement cases, defining which agency will serve as custodian of public records, etc. The ILA is a document that will be presented to both city councils during the timeframe between each council takes action on the annexation.

- Preparation of a Boundary Review Board (BRB) application. The BRB application is a requirement of state law. It provides an opportunity for agencies to participate and/or voice concern over annexations. For example, this particular annexation will result in a taxing district and service shift from the Puget Sound Fire Authority to the Valley Regional Fire Authority. PSF will experience a loss in revenue while VRFA will experience an increase in demand. City of Kent and City of Auburn staff have been proactive in their engagement of the two fire authorities and have written support from both agencies related to the annexation. The BRB process also ensures that the County Assessor is aware of the change and has the ability to adjust tax rates in the affected area. It also ensures that King County Elections is equipped to modify voting districts to reflect the change (e.g. in 2024 residents of the Bridges should be voting for City of Auburn officials and initiatives instead of City of Kent officials and initiatives).
- City of Auburn staff have worked on the development of comprehensive plan and zoning amendments in preparation of annexation so that there are land use controls in place if annexation is to occur. Comprehensive plan and zoning amendments are currently included in the 2023 Comprehensive Plan annual docket of amendments that will be under consideration by the Planning Commission in the coming weeks.

Resolution 5736 is an initiating action that triggers several procedures and actions designed to achieve an annexation effective date of January 1, 2024. Prior to the end of the year the City of Kent will also consider action of a resolution that concludes the annexation process. The Auburn and Kent resolutions serve as bookends for the following procedures and actions that will occur in between both resolutions:

- September 18th – Auburn City Council to take action on the Resolution 5736. If approved, the following additional steps will occur.
- September 29th – Auburn and Kent will jointly submit applications to the King County Boundary Review Board (BRB). This will trigger a process that allows special taxing districts to be notified and to participate in the annexation process. The BRB will either invoke jurisdiction or not. If they do not invoke jurisdiction the process will be 45 days and conclude on November 13th. If they do invoke jurisdiction the process will be 120 days. Invoking jurisdiction would preclude the ability to have the annexation go into effect on January 1, 2024.
- October 2nd – A Resolution to approve an Interlocal Agreement between Auburn and Kent will be considered by the Auburn City Council.
- October 3rd – Auburn staff will introduce comprehensive plan land use designation recommendations to the Planning Commission.
- October 17th – Auburn Planning Commission will hold a public hearing on the comprehensive plan land use designations.
- November 13th – Auburn staff will present the Planning Commission recommendation for comprehensive plan land use designations to City Council.

- December 4th – Auburn City Council to potentially act on Planning Commission's recommendation for comprehensive plan land use designations.
- TBD – City of Kent to hold public hearing and consider final action to complete annexation, enact the ILA, and transfer assets and records to Auburn.

Resolution 5736 was presented to City Council during the September 11, 2023 Council Study Session and authorized to move forward for consideration and action at the September 18, 2023 City Council meeting.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Tate

Meeting Date: September 18, 2023

Item Number:

RES.A

RESOLUTION NO. 5736

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVING TO ANNEX CERTAIN PROPERTY, KNOWN AS “THE BRIDGES” NEIGHBORHOOD AND CURRENTLY LOCATED WITHIN THE CITY OF KENT, WASHINGTON, INTO THE CITY OF AUBURN PURSUANT TO RCW 35.10.217(2), AND AUTHORIZING CITY STAFF TO FILE A NOTICE OF INTENT TO ANNEX WITH THE WASHINGTON STATE BOUNDARY REVIEW BOARD FOR KING COUNTY

WHEREAS, RCW 35.10.217(2) authorizes the legislative body of a city that desires to annex all or part of another, second city to initiate the annexation process by adopting a resolution indicating that desire and transmitting a copy of the resolution to the other city; and

WHEREAS, an annexation initiated by the process authorized in RCW 35.10.217(2) becomes effective if the second city adopts a resolution concurring in the annexation, subject to potential boundary review board review and subject to potential objection by owners of property in the annexation equal to sixty percent or more of the total assessed valuation of the annexation area; and

WHEREAS, such an annexation has the effect of transferring ownership and maintenance of roads, bridges, and rights-of-way, together with all appurtenances located therein including drainage facilities, stormwater facilities, street lights, traffic signals and traffic signs, to the annexing city; and

WHEREAS, since 2019 representatives of the cities of Kent and Auburn have worked cooperatively together and have determined that it is advantageous to both cities for certain properties located on Lea Hill, known as “the Bridges” and currently located within the corporate limits of the City of Kent adjacent to the City of Auburn, to be annexed

into the City of Auburn; and

WHEREAS, in connection with such annexation, the cities of Auburn and Kent have committed to coordinate and cooperate with respect to any emergency services, planning, utilities, transportation or development issues that may arise subsequent to Auburn's annexation of the Bridges and acquisition of ownership of the roads, bridges, and rights-of-way within the Bridges; and

WHEREAS, to memorialize the cities' coordination and cooperation regarding the annexation and transfer of ownership, Auburn and Kent city staff will present an interlocal agreement to their respective City Councils for consideration and adoption prior to or contemporaneous with Kent's adoption of a resolution concurring in annexation of the Bridges to the City of Auburn; and

WHEREAS, the Auburn City Council desires to commence the annexation process provided by Ch. 35.10 RCW by declaring the City of Auburn's desire to annex the Bridges; and

WHEREAS, the annexation will be effective upon the Kent City Council's adoption of a resolution concurring in the annexation, which resolution may not be adopted until the proposed annexation has been approved by the Washington State Boundary Review Board for King County, both of which are anticipated to occur on or before January 1, 2024; and

WHEREAS, annexation is exempt from environmental review under the State Environmental Policy Act, specifically RCW 43.21C.222.

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

Resolution No. 5736
September 18, 2023
Page 2

Section 1. Pursuant to RCW 35.10.217(2), the Auburn City Council hereby declares its desire and intention to annex into the City of Auburn certain territory known as “the Bridges,” currently located within the City of Kent, and which territory is legally described in Exhibit A attached to and incorporated in this Resolution. Pursuant to RCW 35.10.217(2), the annexation shall be effective upon the Kent City Council’s adoption of a resolution concurring in the annexation with an effective date of January 1, 2024.

Section 2. The Mayor and her designees are authorized to take such further actions as may be necessary to implement this Resolution, including transmittal of a copy of this Resolution to the City Clerk of the City of Kent and the filing of this Resolution and the appropriate Notice of Intent to Annex with the Washington State Boundary Review Board for King County.

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

DATED and SIGNED this ____ day of _____ 2023.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Harry Boesche, Acting City Attorney

Resolution No. 5736
September 18, 2023
Page 3

Exhibit A

Legal Description

PARCEL A:

THAT PORTION OF THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, AND THAT PORTION OF THE SOUND TRUSTEE COMPANY'S THIRD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 13 OF PLATS, PAGE 100, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4;
THENCE NORTH 88°58' 11" WEST ALONG THE NORTH LINE OF GOVERNMENT LOT 3 IN SAID SECTION 4, 285.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;
THENCE SOUTH 01°38'46" WEST, PARALLEL WITH THE EAST LINE OF SAID WEST HALF, 272.00 FEET;
THENCE SOUTH 88°58'11" EAST, PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 3, 100.00 FEET;
THENCE SOUTH 01°38'46" WEST, PARALLEL WITH THE EAST LINE OF SAID WEST HALF, 114.00 FEET;
THENCE SOUTH 88°58' 11" EAST, PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 3, 155.00 FEET TO THE WEST LINE OF THE EAST 30.00 FEET OF THE NORTH HALF OF SAID WEST HALF, SAID WEST LINE ALSO BEING THE WESTERLY MARGIN OF 124TH AVENUE SOUTHEAST;
THENCE SOUTH 01°38'46" WEST, ALONG SAID WEST LINE AND SAID WESTERLY MARGIN, 1,996.88 FEET;
THENCE SOUTH 01°39'29" WEST, ALONG THE WEST LINE OF THE EAST 30.00 FEET OF THE SOUTH HALF OF SAID WEST HALF, LAST SAID WEST LINE ALSO BEING SAID WESTERLY MARGIN OF 124TH AVENUE SOUTHEAST, 1,785.92 FEET;
THENCE NORTH 88°20'31" WEST 147.00 FEET;
THENCE NORTH 01°39'29" EAST 210.32 FEET;
THENCE NORTH 53°55'59" WEST 404.34 FEET;
THENCE SOUTH 68°48'00" WEST 211.91 FEET;
THENCE SOUTH 21°12'00" EAST 459.70 FEET;
THENCE SOUTH 09°46'13" EAST 210.08 FEET;
THENCE SOUTH 61°13'34" WEST 199.59 FEET;
THENCE SOUTH 01°49'08" EAST 173.32 FEET;
THENCE SOUTH 35°58'13" EAST 333.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY MARGIN OF SOUTHEAST 304TH STREET;
THENCE NORTH 87°52' 03" WEST, ALONG SAID NORTHERLY RIGHT OF WAY MARGIN, 122.31 FEET TO THE MOST EASTERLY CORNER OF THE PLAT OF

CRYSTAL MEADOWS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 194 OF PLATS, PAGES 66 AND 67, IN KING COUNTY, WASHINGTON; THENCE NORTH 23°16'08" WEST, ALONG THE MOST EASTERLY LINE OF SAID PLAT, 664.09 FEET;

THENCE NORTH 75°37'53" WEST, ALONG THE MOST NORTHERLY LINE OF SAID PLAT, 472.02 FEET TO THE EAST LINE OF TRACT 11 OF THE PLAT OF THE SOUND TRUSTEE COMPANY'S THIRD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 13 OF PLATS, PAGE 100, IN KING COUNTY, WASHINGTON;

THENCE SOUTH 01°19'04" WEST, ALONG SAID EAST LINE, 20.98 FEET TO A POINT ON SAID EAST LINE THAT IS 50.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT WHEN MEASURED ALONG SAID EAST LINE;

THENCE NORTH 24°03'05" WEST 305.93 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID TRACT 11, SAID POINT BEING 135.00 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID SOUTH HALF, WHEN MEASURED ALONG SAID NORTH LINE;

THENCE NORTH 26°44'01" WEST 377.13 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 11;

THENCE NORTH 01°30'12" EAST, ALONG THE EAST LINE OF THAT PARCEL CONVEYED TO DAVID V. LAGESSE BY QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 20050815002534, 123.86 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE NORTH 88°01'34" WEST, ALONG SAID NORTH LINE, 316.73 FEET TO THE WEST LINE OF SAID TRACT 10;

THENCE NORTH 01°30' 51" EAST, ALONG THE WEST LINE OF TRACTS 10 AND 9 IN SAID PLAT, 1,193.45 FEET TO THE NORTHWEST CORNER OF SAID TRACT 9;

THENCE SOUTH 87°49'18" EAST, ALONG THE NORTH LINE OF SAID TRACT 9, 629.64 FEET TO THE NORTHEAST CORNER OF SAID TRACT 9;

THENCE NORTH 01°53'09" EAST, ALONG THE EAST LINE OF SAID PLAT, 1,323.31 FEET, TO THE NORTHEAST CORNER OF SAID PLAT;

THENCE NORTH 87°37'04" WEST, ALONG THE NORTH LINE OF SAID PLAT, 13.17 FEET TO THE WEST LINE OF GOVERNMENT LOT 3 OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

THENCE NORTH 01°41'41" EAST, ALONG SAID WEST LINE, 1,035.34 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3;

THENCE SOUTH 88°58'11" EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, 1,030.65 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS PARCEL A, CITY OF KENT LOT LINE ADJUSTMENT NUMBER LL-2006-15, KIVA #2064220, RECORDED UNDER KING COUNTY RECORDING NUMBER 20060921001649).

EXCEPT THAT PORTION THEREOF CONVEYED TO SARA M. MARKS BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20070920000680; AND EXCEPT THOSE PORTIONS CONVEYED TO KING COUNTY BY DEED RECORDED

UNDER KING COUNTY RECORDING NUMBER 20071023001427, BEING A CORRECTION OF DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20071015000708.

PARCEL B:

THAT PORTION OF THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, AND THAT PORTION OF THE SOUND TRUSTEE COMPANY'S THIRD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 13 OF PLATS, PAGE 100, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

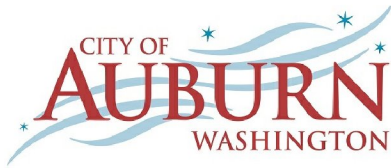
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4;
THENCE NORTH 88°58'11" WEST, ALONG THE NORTH LINE OF GOVERNMENT LOT 3 IN SAID SECTION 4, A DISTANCE OF 285.00 FEET;
THENCE SOUTH 01°38'46" WEST, PARALLEL WITH THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 272.00 FEET;
THENCE SOUTH 88°58'11" EAST, PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 01°38' 46" WEST, PARALLEL WITH THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 114.00 FEET;
THENCE SOUTH 88°58' 11" EAST, PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 155.00 FEET TO THE WEST LINE OF THE EAST 30.00 FEET OF THE NORTH HALF OF SAID WEST HALF, SAID WEST LINE ALSO BEING THE WESTERLY MARGIN OF 124TH AVENUE SOUTHEAST RIGHT OF WAY;
THENCE SOUTH 01°38'46" WEST, ALONG SAID WEST LINE AND SAID WESTERLY MARGIN, A DISTANCE OF 1996.88 FEET;
THENCE SOUTH 01 ° 39' 29" WEST, ALONG THE WEST LINE OF THE EAST 30.0 0 FEET OF THE SOUTH HALF OF SAID WEST HALF, LAST SAID WEST LINE ALSO BEING SAID WESTERLY MARGIN OF THE 124TH AVENUE SOUTHEAST RIGHT OF WAY, A DISTANCE OF 1785.92 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°20'31" WEST A DISTANCE OF 147.00 FEET;
THENCE NORTH 01°39'29" EAST A DISTANCE OF 210.32 FEET;
THENCE NORTH 53°55'59" WEST A DISTANCE OF 404.34 FEET;
THENCE SOUTH 68°48'00" WEST A DISTANCE OF 211.91 FEET;
THENCE SOUTH 21°12'00" EAST A DISTANCE OF 459.70 FEET;
THENCE SOUTH 09°46'13" EAST A DISTANCE OF 210.08 FEET;
THENCE SOUTH 61°13'34" WEST A DISTANCE OF 199.59 FEET;
THENCE SOUTH 01°49'08" EAST A DISTANCE OF 173.32 FEET;
THENCE SOUTH 35°58'13" EAST A DISTANCE OF 333.21 FEET TO A POINT ON THE NORTHERLY MARGIN OF SOUTHEAST 304TH STREET;
THENCE SOUTH 87°52'03" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 373.50 FEET;
THENCE ALONG THE ARC OF A 40.00 FOOT RADIUS TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°28'28", AN ARC DISTANCE OF 63.16

FEET, TO THE WESTERLY MARGIN OF 124TH AVENUE SOUTHEAST;
THENCE NORTH 01°39'29" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF
774.10 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS PARCEL B, CITY OF KENT LOT LINE ADJUSTMENT NUMBER
LL-2006-15, KIVA #2064220, RECORDED UNDER KING COUNTY RECORDING
NUMBER 20060921001649).

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY BY DEED
RECORDED UNDER KING COUNTY RECORDING NUMBER 20071015000707.

SITUATE IN KING COUNTY, WASHINGTON.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5737 (Gaub)

Date:

September 12, 2023

Department:

Public Works

Attachments:

[Resolution No. 5737](#)

[Exhibit A](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5737.

Background for Motion:

This Resolution accepts \$100,000 in grant funding awarded to the City by King County to support the preliminary design of the replacement for the Auburn Avenue Theater.

Background Summary:

Resolution No. 5737 authorizes the Mayor to execute and administer agreements accepting a grant from King County for the preliminary design of the Auburn Avenue Theater.

Demolition of the existing Auburn Avenue Theater and preliminary design of the new Auburn Avenue Theater is included in the Downtown Infrastructure Improvements Capital Project (CP2321).

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: September 18, 2023

Item Number:

RES.B

RESOLUTION NO. 5737

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT ACCEPTING A GRANT FROM KING
COUNTY FOR THE AUBURN AVENUE THEATER PROJECT

WHEREAS, the City applied for and has been awarded a King County grant to support the preliminary design of the Auburn Avenue Theater project (Project); and

WHEREAS, the County has awarded the City \$100,000 in grant funds for the Project with no City match required; and

WHEREAS, it is in the best interest of the City to use the King County grant monies to finance the Project.

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

Section 1. The Mayor is authorized to execute a grant agreement between the City and King County that substantially conforms to the agreement that is attached to this Resolution as Exhibit "A."

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

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

Dated and Signed this _____ day of _____, 2023.

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Shawn Campbell,
City Clerk

APPROVED AS TO FORM:

Harry Boesche,
Acting City Attorney

Resolution No. 5737
September 12, 2023
Page 2



2023-2024 EXTERNAL SUPPORT GRANT PROGRAM
CAPITAL PROJECT GRANT AGREEMENT (PRECONSTRUCTION)

Department/Division: Office of Performance, Strategy and Budget

Grant Recipient: City of Auburn

Project: Auburn Avenue Theater

Award Amount: \$100,000 Project#: _____ Contract#: 6384304

Term Period: 01/01/2023 To 08/01/2024

THIS AGREEMENT is a grant agreement entered into between City of Auburn (the “Grant Recipient”) and King County (the “County”) (collectively the “Parties”) for External Support capital projects grant.

RECITALS

- A. The 2023-2024 Adopted Budget appropriates funds to the Office of Performance, Strategy and Budget for investments to be allocated to capital projects with a public purpose in King County.
- B. King County, a home rule charter county and political subdivision of the State of Washington, is authorized to administer the External Support capital projects and enter into agreements for the use of grant funds for community projects to be built, replaced, or remodeled, such as buildings, sidewalks, landscaping improvements, community gardens, signs, technology infrastructure, and play structures.
- C. The Scope of Work attached as Exhibit B has been developed in consultation with the Grant Recipient and, as detailed in the Scope of Work, the Project serves a fundamental governmental purpose, is a County purpose for which the County is receiving consideration, or is a County purpose in support of communities.

NOW THEREFORE, in consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

GRANT AWARD TERMS AND CONDITIONS

1. **DEFINITIONS**

1.1 **Project.**

The term “Project” means the design and other preconstruction work necessary to develop the Facility described in **Exhibit A**. Grant Award Funds available pursuant to this Agreement may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to design and other preconstruction work necessary to develop, and construct the Facility, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

☐	Map of Facility and Location	Attached as Exhibit A
☐	Scope of Work	Attached as Exhibit B
☐	Project Budget	Attached as Exhibit C
☐	Timeline, Milestones, & Performance Metrics	Attached as Exhibit D
☐	Insurance Requirements	Attached as Exhibit E
☐	Tax Covenants	Attached as Exhibit F
☐	Prevailing Wage Certification	Attached as Exhibit G

1.2 **Map of Facility and Location.** This Agreement applies to the Project to improve the facility (“Facility”) which is located at:

10 Auburn Avenue
Auburn, WA 98002

See **Exhibit A** for a depiction of the Facility and a map of specific Facility location and boundaries.

1.3 **Scope of Work.** Grant Recipient shall provide a scope of work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project purpose and community benefits in detail and includes a description of the various design, development, permitting, and other preconstruction milestones required for completion of the Project and intended use of the Grant Award Funds. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit B**.

1.4 **Project Budget.** Grant Recipient shall work with King County to develop a Project Budget, attached hereto as **Exhibit C**. King County shall provide the Grant Award Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits B, C, D and G**. Grant Award Funds provided to

Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits B, C, D and G**. The grant is funded with the proceeds of County bonds issued on a tax-exempt basis and is subject to the tax covenants set forth in **Exhibit F**.

- 1.5 Contractor. Contractor shall include any contractor or consultant hired by Grant Recipient, including any of the contractor’s or consultant’s subcontractors or subconsultants.

2. EFFECTIVE DATE

The Agreement shall be effective upon signature by both Parties (“Effective Date”).

3. TERM

The term (“Term”) of this Agreement shall begin on the Effective Date and end on 08/01/2024. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

This Agreement together with the attached exhibits is the whole Agreement between the Parties. This Agreement may be amended only in writing, duly executed by the Parties. Either party may request changes to this Agreement

5. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses below via electronic mail.

KING COUNTY	CITY OF AUBURN
Dwight Dively Budget Director King County 401 5th Ave Seattle, WA 98104 (206) 263-9687 Dwight.dively@kingcounty.gov	Matt Larson Senior Project Engineer City of Auburn 25 W. Main St. Auburn, WA 98001 253-804-5032 mlarson@auburnwa.gov

Either Party may, at any time, by giving ten (10) days written notice to the other Party to designate any other notice address.

6. DISBURSEMENT OF GRANT FUNDS

- 6.1 The County may authorize, at the County’s sole discretion, release of a portion of the Grant Award Funds to Grant Recipient, upon execution of this Agreement, and receipt of Grant Recipient’s County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits B and C**).
- 6.2 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant

Recipient not more than thirty (30) days after a complete and accurate invoice and any other required documentation is received and approved.

- 6.3 Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), within thirty (30) days of the date this Agreement expires or is terminated. If the Grant Recipient's final invoice, supporting documentation and reports are not submitted by that day, the County will be relieved of all liability for payment to Grant Recipient of that invoice or any subsequent invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement must be accounted for separately from all other Grant Recipient accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

8. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in Section 1.1 and **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project as described, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects, including in other jurisdictions.

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as described in the Scope of Work in at **Exhibit B**.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Grant Recipient shall recognize County as a "grant sponsor" for the Project in the following manner:

- 9.1 Events: Grant Recipient shall invite and recognize Office of Performance, Strategy and Budget, and the King County logo at all events promoting the Project, and at the final Project dedication.
- 9.2 Community Relations: Grant Recipient shall recognize King County in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 9.3 King County Notification: Grant Recipient shall notify the King County Project Manager and the Office of Performance, Strategy and Budget 30 days prior to any major milestone, such as a groundbreaking or opening dates.
- 9.4 King County Council Notification: If Grant Recipient is a school district or other governmental entity notification to the King County Council 30 days prior to any

major milestone, such as a groundbreaking or opening dates is, required.

- 9.5 Signage: Grant Recipient shall recognize King County on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

DISPOSITION OF REMAINING GRANT AWARD FUNDS

Any Grant Award proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion consistent with the requirements applicable to the bonds that funded the Grant Award.

10. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project for the purpose of partially funding initial portions of the design development phase and determine funding needs for reconstruction on a new Auburn Avenue Theater for the residents of King County. The Facility shall be open and accessible to the public at reasonable hours and times. The Grant Award will not be used to pay costs of any facility, place or building to be used primarily for sectarian instruction or study or as a place for devotional activities or religious worship. If the Grant Award is used to pay costs of a mixed-use facility that is used in part for sectarian instruction or study or as a place for devotional activities or religious worship, the Grant Award shall be applied to, and shall not exceed, the portion of the costs that can be allocated to other activities, such as community center activities. These restrictions apply to all grantees, not just faith-based organizations.

If the Grant Award is used to pay costs of a mixed-use facility that includes both community or public uses and private commercial uses, the Grant Award shall be applied to, and shall not exceed, the portion of the costs that can be allocated to community and other public uses, such as community center activities.

Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is for twelve (12) years from Facility completion. If the Facility is retired or otherwise removed from use before the end of the 12-year period, the County may require the Grant Recipient to reimburse King County for the Grant Award Funds plus interest from the date of the Grant Award calculated based on the County's cost of funds. **Grant Recipient's duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

11. COVENANTS

- 11.1 Tax Covenants. Grant Recipient shall comply with the tax covenants set forth in **Exhibit F**.

12. CONSTRUCTION OF THE FACILITY

12.1 Capital Improvements.

Grant Recipient shall design and complete preconstruction work for the mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County staff. All contracted work by Grant Recipient, its agents, representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between Grant Recipient and King County, Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

12.2 Warranties.

With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Project, Grant Recipient shall:

- Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors or installers;
- Require all warranties be executed, in writing;
- Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, Grant Recipient shall correct it promptly.

12.3 Right to Inspect-Construction.

King County personnel or agents may inspect the Project work at any time provided that such persons observe due regard for workplace safety and security. King County may require Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Facility.

12.4 Design.

Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the Facility in concept and reserves the right to approve the final design of the Facility, consistent with established zoning, design code, or both.

12.5 Alteration of Site or Facility after Construction.

After the Facility is completed and accepted by Grant Recipient and King County as defined herein, Grant Recipient will not make any material alteration to the

Facility without express, written consent by King County.

12.6 Development and Construction Fees and Expenses.

Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.

12.7 Public Works Laws.

The Grant Recipient certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by the Grant Award, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Grant Recipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for King County Department of Local Services’ review upon request. Grant Recipient will comply with all other applicable public works laws, regulations, and ordinances, including but not limited to those related to retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278). Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

12.8 Contractor Indemnification and Hold Harmless.

Grant Recipient will require its Contractor(s), including construction contractors, and subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction of the Facility (hereinafter "Design and Construction Phase"), except for injuries and damages caused by the negligence of King County.

12.9 Minimum Scope and Limits of Insurance.

Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit E – Insurance Requirements.**

13. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Grant Recipient shall establish and maintain a system of accounting and internal controls sufficient to comply, and demonstrate compliance, with all financial, reporting, record keeping and other requirements under this Agreement.

14. MAINTENANCE OF RECORDS

15.1 Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, and Agreement deliverables, to ensure proper accounting for all Grant Award Funds and compliance with this Agreement

15.2 These records shall be maintained for the later of (a) six (6) years after the expiration or earlier termination of this Agreement and (b) three (3) years after the final maturity of the bonds that funded the Grant Award. Unless otherwise notified by King County Office of Performance, Strategy and Budget, Grant Recipient may assume that the final maturity of the bonds that funded the Grant Award is twelve (12) years after the date of the final payment of Grant Award Funds under this Agreement.

16. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Grant Recipient with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Grant Recipient shall comply with all applicable laws, ordinances and regulations in using funds provided by the County and in completing the Project and providing programming at the Project, including, without limitation, those relating to providing programming on a nondiscriminatory basis, providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

18. CORRECTIVE ACTION

18.1 If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient's performance, it will give the Grant Recipient written notification of unacceptable performance. Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Grant Recipient.

18.2 King County may withhold any payment owed Grant Recipient until the County is satisfied that corrective action has been taken or completed.

19. TERMINATION

19.1 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.

19.2 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation

biennium.

- 19.3 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and Exhibits B, C and F, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 6.

20. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the Project or Facility contracted for herein and assumes no obligation for future support of the Project or Facility contracted for herein except as expressly set forth in this Agreement. Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project or Facility contemplated herein.

21. HOLD HARMLESS AND INDEMNIFICATION

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

Grant Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. Grant Recipient's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Grant Recipient's own expense;
- B. Indemnification of claims made by Grant Recipient's employees or agents; and
- C. Waiver of Grant Recipient's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be

recoverable from the Grant Recipient.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Grant Recipient in conjunction with this Agreement. **Grant Recipient's duties under this Section 21 will survive the expiration or earlier termination of this Agreement.**

22. NONDISCRIMINATION

King County Code ("KCC") chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

23. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and Grant Recipient agrees to abide by all conditions of said chapter. Failure by Grant Recipient to comply with any requirement of said KCC Chapter shall be a material breach of contract.

24. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

25. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and Grant Recipient, Grant Recipient shall be responsible to operate and maintain the completed Facility at its own sole expense and risk. Grant Recipient shall maintain the completed Facility in good working condition consistent with applicable standards and guidelines. Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Facility in any way.

- B. Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Grant Award Funds. **Grant Recipient's duties under this Section shall survive the expiration of this Agreement and remain in effect for the period set forth in Section 15.**

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

28. TAXES

Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. PERMITS AND LICENSES

Grant Recipient shall complete the Project in accordance with all applicable laws and

regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities shall be performed by Grant Recipient at its sole expense and liability. Grant Recipient shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project.

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

34. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and Grant Recipient. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date written.

KING COUNTY

Signature_____

Name_____Dwight Dively_____

Title_____Budget Director_____

Date_____

CITY OF AUBURN

Signature_____

Name_____

Title_____

Date_____

Signature_____

Name_____

Title_____

Date_____

Exhibit A- Map of Facility and Location

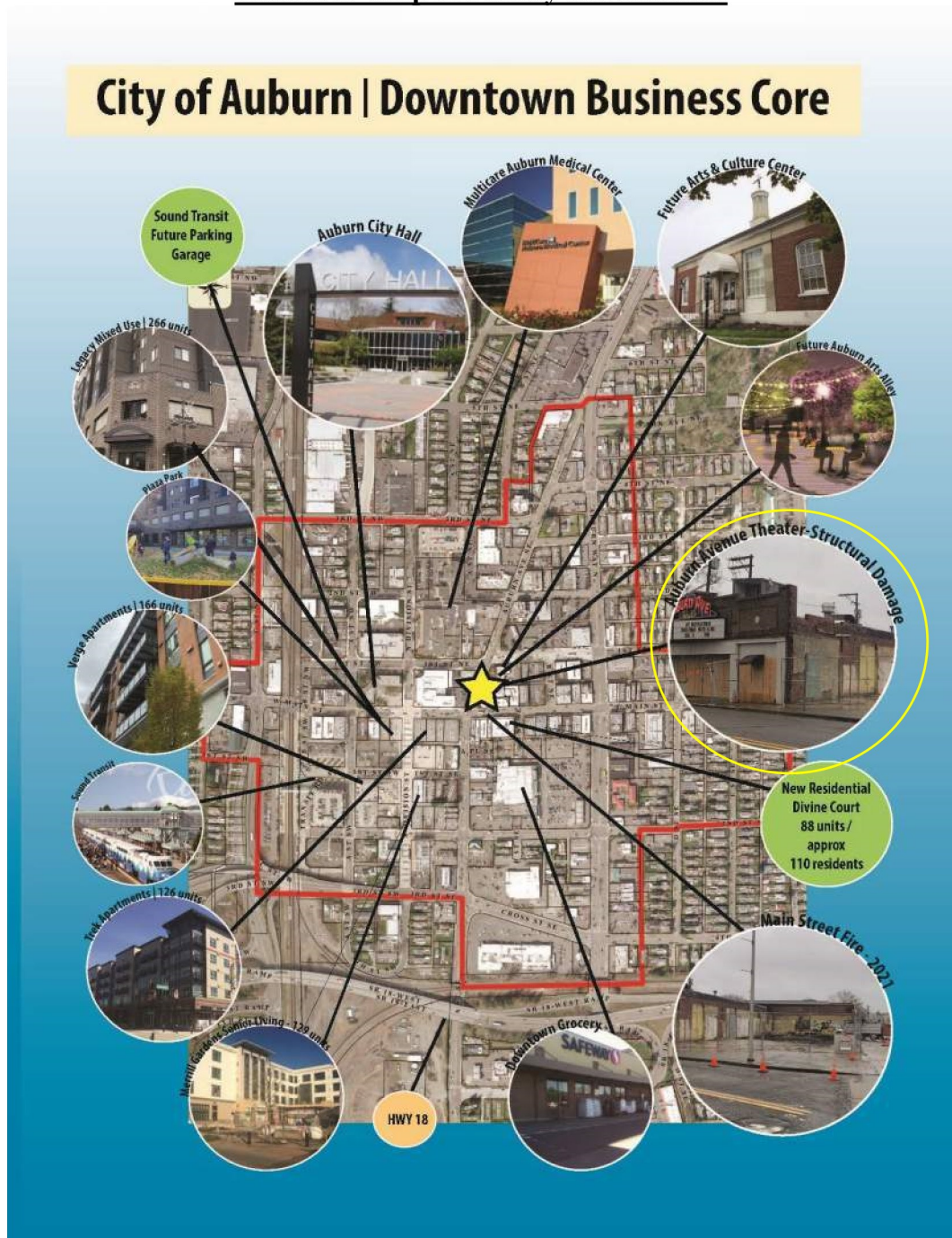


Exhibit B- Scope of Work

This grant will help fund initial portions of the design development phase and determine funding needs for reconstruction on a new Auburn Avenue Theater.

The Auburn Avenue Theater was structurally damaged at the end of 2021 and subsequently condemned in January 2022. The damage was due to the demolition of an adjacent building, which was the result of a fire in July 2021 that destroyed the apartment building and several businesses. The Theater is a longstanding cultural institution in Auburn and the reconstruction is vital to the economy of Auburn's downtown core.

The goal of this grant is to fund the beginning portions of the design development phase to reconstruct an Auburn Avenue Theater; to assist in determining full funding needs; and to have formal plans to present to potential funders, given full project funding is unable to be secured. The preliminary Design Development activities for the Auburn Avenue Theater will include:

- **Pre-Design:** Determine space needs; determining zoning regulations; documenting existing site conditions; understand how the site relates to the surrounding area.
- **Schematic Design:** Preliminary site and floor plans and preliminary exterior concept.

The City of Auburn intends to spend grant funding to begin the initial elements of the Design Development phase and then all remaining funds for this phase will come from other City funded or City-secured funding sources.

Exhibit C- Project Budget

KING COUNTY PROGRAM INFORMATION	
King County Program ID:	
Funding Source:	
Division:	PSB

King County Grant Manager:	
Full Program Name:	

KING COUNTY ORACLE EBS INFORMATION	
P:	
O:	
E:	
T:	
A:	

CONTRACTOR INFORMATION	
Organization Name:	City of Auburn
Contact Person Name:	Matt Larson
Contact Person Email:	mlarson@auburnwa.gov
Organization Address:	25 West Main Street
Address Line 2:	
	Auburn, WA 98002
King County Supplier #:	
PSB Contract #:	
Grant/Contract Period:	

TOTAL GRANT SUMMARY BUDGET			
Eligible Expense Category	Requested Funds	Other Funding Sources	Total Program Cost
Equipment (> \$5,000 per unit)	\$ -		\$ -
Supplies	\$ -		\$ -
Subawards - Contracted	\$ -		\$ -
Other Direct Costs	\$ -		\$ -
	\$0.00	\$0.00	\$0.00

DETAILED BUDGET BY EXPENSE CATEGORY						
Eligible Expense Category	Unit Definition	# of Units	Unit Price	# of Months	Total	Notes
Examples						
Position title	Hrs/month	160	\$ 25.00	9	\$ 36,000.00	
Laptops	units, one time	50	\$ 500.00	1	\$ 25,000.00	
Health insurance premium	plans	5	\$ 350.00	9	\$ 15,750.00	
Wi-fi hotspots with data plans	units, one time	100	\$ 225.00	1	\$ 22,500.00	prepaid for the year, includes cost of the hotspots with a data plan
Office supplies	one time	n/a	\$ 1,000.00	1	\$ 1,000.00	
Equipment (> \$5,000 per unit)					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
Supplies					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
Contracted Services					\$ -	
Architectural Professional Services			\$ 100,000.00		\$ -	Professional Service contract for components related to the Design Development
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ 100,000.00	0	\$ -	
Other Direct Costs					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
TOTAL		0	\$ 100,000.00	0	\$ -	

Exhibit D- Timeline, Milestones & Performance Metrics

The Design Development activities will begin in June 2023 and will continue through June 2024.

Milestone	Deliverable	Projected Completion
Pre-Design; Schematic Design	• Determine space needs; determining zoning regulations; documenting existing site conditions; understand how the site relates to the surrounding area. • Preliminary site and floor plans and preliminary exterior concept.	March 2024

Exhibit E- Insurance Requirements

Insurance Requirements. Recipient shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section, against claims which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or subcontractors. Recipient shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits upon request by King County. The costs of such insurance shall be paid by the Recipient.

The Recipient shall maintain the following types of insurance and minimum insurance limits and requirements:

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition. Such insurance shall include coverage for, but not limited to, ongoing operations, products and completed operations, and contractual liability. Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status to the County.
- Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work and Services by applicable federal or “Other States” State law.
- Employers Liability or “Stop Gap” coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

EXHIBIT F

TAX COVENANTS

TAX COVENANTS

The Grant Recipient acknowledges that the Grant Award provided by the County for the Project may be proceeds of tax-exempt bonds (the “Bonds”) subject to certain requirements of the Internal Revenue Code (the “Tax Code”). The Grant Recipient will take all actions with respect to the Project, and proceeds received for the Project, necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds, including but not limited to the following:

Expenditure of Proceeds. The Grant Recipient will expend the Grant Award (proceeds of the Bonds) for capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Tax Code. Bond proceeds may be expended to pay, or reimburse the Grant Recipient for, Project capital expenditures or to repay interim indebtedness incurred for capital expenditures of the Project.

Notice. The Grant Recipient will provide notice of action taken or planned to issue any tax-exempt indebtedness, including bonds, bank loans, or other tax-exempt indebtedness, to finance Project costs.

Treatment as Grant.

The Grant Recipient is a municipal corporation organized under RCW Title 35A that is not a related party to the County. The County and the Grant Recipient are not members of the same controlled group.

The Grant Recipient is not acting as an agent of the County.

The Grant Award or Agreement does not impose any obligation or condition to directly or indirectly repay any amount to the County (excluding obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer).

The Grant Award is required to be used for the Project as provided in this Agreement but does not impose any conditions relating to the use of the Project or other property of the Grant Recipient by the County or any of its agencies or authorities.

This Agreement is a grant agreement.

Limitations on Disposition of Project. The Grant Recipient will not sell or otherwise dispose of any components of the Project without prior written approval by the County and compliance with the requirements of this Agreement.

Record Retention. The Grant Recipient will retain its records of all accounting and monitoring it carries out with respect to the Grant Award received and with respect to the Project for at least three (3) years after the Bonds mature or are redeemed.

Cooperation. The Grant Recipient will provide tax certificates when and as requested by the County or County's bond counsel in order to establish or maintain the tax-exempt status of the Bonds. The Grant Recipient will cooperate in any audit of the Bonds by the Internal Revenue Service, including disclosure of any record, contracts and other materials relating to the Bond proceeds received by the Grant Recipient and the Project.

EXHIBIT G
PREVAILING WAGE CERTIFICATION

The GRANT RECIPIENT, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANT RECIPIENT shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for King County Office of Performance, Strategy and Budget’s review upon request.

For any funds are used by the GRANT RECIPIENT for the purpose of construction, applicable State Prevailing Wages must be paid.

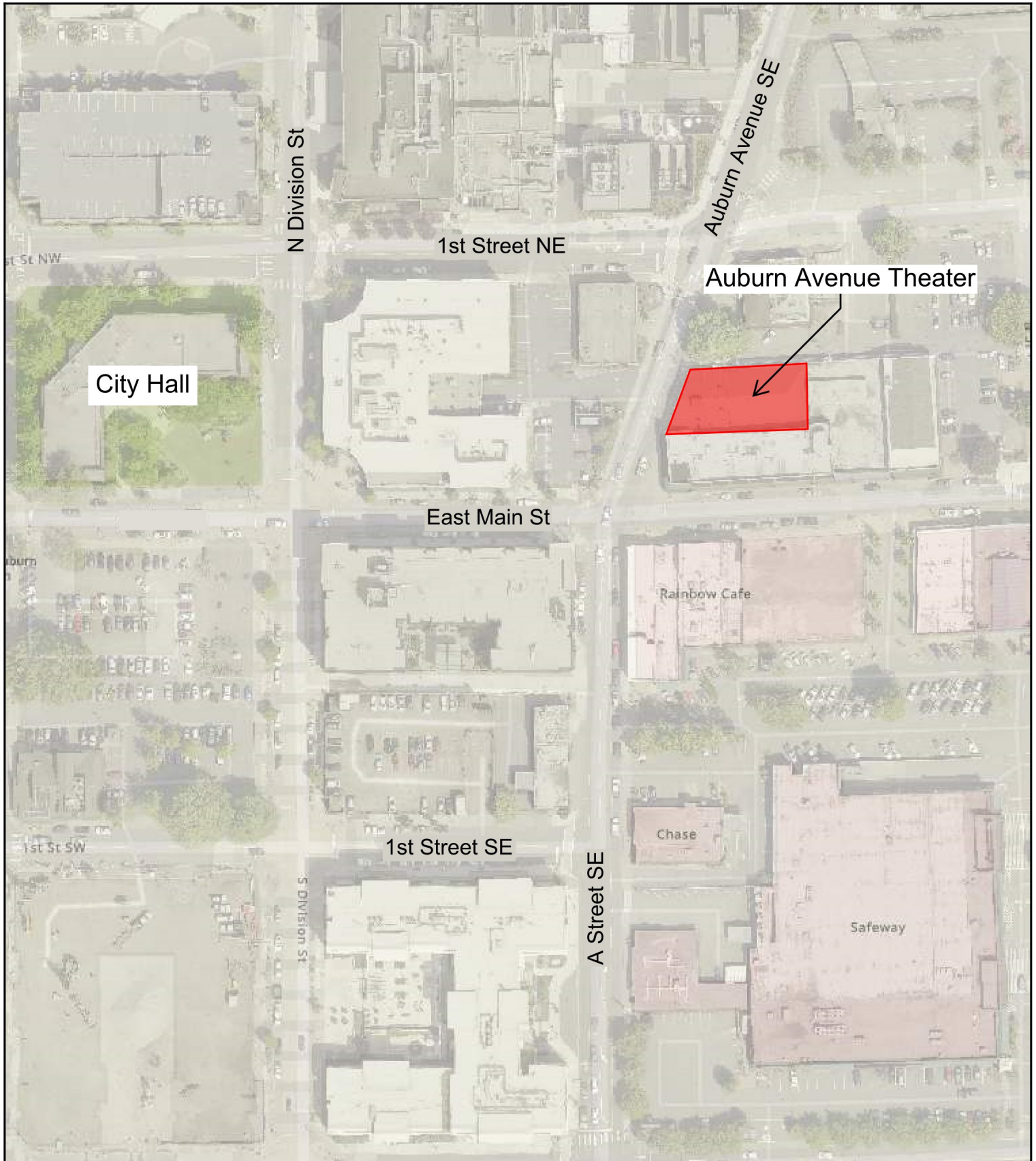
The GRANT RECIPIENT, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANT RECIPIENT’s governing body as of the date and year written below.

SIGNATURE

DATE

Auburn Avenue Theater Vicinity Map

Printed On: 9/12/2023
Map created by City of Auburn eGIS



0 200 400
ft

WGS84 Web Mercator (Auxiliary Sphere)

1: 2257



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.