

City Council Study Session

July 27, 2015 - 5:30 PM

Auburn City Hall

AGENDA

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I. CALL TO ORDER

A. Roll Call

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Mid-term Budget Correction Update (10 Minute Presentation/10 Minute Q&A)* (Coleman)

B. Airport Master Plan Update (15 Minute Presentation/10 Minute Q&A)* (Coleman)

C. Humane Society Update (10 Minute Presentation/10 Minute Q&A)* (Snyder)

D. Ordinance No. 6564 - Right-of-Way Vacation No. V4-14 (10 Minute Presentation/10 Minute Q&A)* (Snyder)

E. Resolution No. 5154 - Agreement with Ferguson Waterworks for implementation of Contract Number 15-11 for Project CP1317, Meter and Billing System Improvements Project (10 Minute Presentation/20 Minute Q&A)* (Snyder) (Automated Metering Infrastructure)

F. Resolution No. 5158 - Amending the 2016-2021 Transportation Improvement Program (5 Minute Presentation/5 Minute Q&A)* (Snyder)

G. Resolution No. 5159 - WRIA 9 Interlocal Agreement (10 Minute Presentation/10 Minute Q&A)* (Snyder)

IV. OTHER DISCUSSION ITEMS

V. ADJOURNMENT

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

**Denotes attachments included in the agenda packet.*



AGENDA BILL APPROVAL FORM

Agenda Subject:

Mid-term Budget Correction Update (10 Minute Presentation/10 Minute Q&A)

Date:

July 15, 2015

Department:

Finance

Attachments:

[Schedule](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

For review and discussion only.

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

Coleman

Meeting Date: July 27, 2015

Item Number: DI.A

Midterm Correction Schedule

Month	Internal Administration and Review	Ordinance A BA#3 (final BA for 2015)	Ordinance B BA#4 (Mid Biennial Review)	Ordinance C (Setting 2016 Property Tax Levy)
July	1st – kickoff memo to Directors			
August	3rd – requests due to Finance 4th – Finance review 25th – Mayor/Director Workshop #1 31st – Mayor/Director Workshop #2			
September	3rd – Mayor/Director Workshop #3 4th – Mayoral recommendations finalized			
October			5th – Council/Mayor work session (tentative) 5th – Call for Public Hearing #1 (publication on October 8th) 19th – Public Hearing #1	
November		16th – Council 1st read	2nd – Call for Public Hearing #2 (publication on November 5th) 16th – Public Hearing #2 16th – Council 1st read	2nd – Council 1st read 16th – Council 2nd read and adoption
December		7th – Council 2nd read and adoption	7th – Council 2nd read and adoption	



AGENDA BILL APPROVAL FORM

Agenda Subject:

Airport Master Plan Update (15 Minute Presentation/10 Minute Q&A)

Date:

July 15, 2015

Department:

Finance

Attachments:

[Airport Master Plan](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

Developed in cooperation with the Federal Aviation Administration (FAA), the Airport Master Plan is a comprehensive evaluation of facilities and future development alternatives. The planning process leads to the selection of a preferred development option for the airport that is integrated into the Airport Layout Plan (ALP) and identifies short-, intermediate-, and long-term capital needs of the Airport. A periodic update to the master plan is required for the Airport to remain eligible for federal funding of improvements through FAA programs. This study updates the 2002 Airport Master Plan and addresses changes that have occurred in the interim including updated FAA standards and trends in the aviation industry.

This presentation will provide an overview of the Airport Master Plan and the associated Airport Layout Plan, which is separately approved by the FAA.

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

Coleman

Meeting Date: July 27, 2015

Item Number: DI.B



AUBURN MUNICIPAL AIRPORT | AIRPORT MASTER PLAN

Airport Master Plan Overview

The Airport Master Plan for the Auburn Municipal Airport was developed in cooperation with the Federal Aviation Administration (FAA).

Purpose:

- Perform a comprehensive evaluation of facilities, conditions and FAA airport planning and design standards.
- Define the current, short-term and long-term needs of the Airport.

Airport Master Plan

Why Needed?

- To remain eligible for federal funding of improvements through FAA programs, airports **must** periodically update their master plans.
- This project updates the 2002 Airport Master Plan and addresses changing local conditions, recently updated FAA standards, and current trends within the aviation industry.

Airport Master Plan Contents

Introduction and Project Overview

Inventory of Existing Conditions

Aviation Activity Forecasts

Airport Facility Requirements

Airport Development Alternatives

Environmental Review

Financial and Development Program

Airport Layout Plan

Airport Land Use Compatibility

FAA Compliance Review

Airport Master Plan Timeline

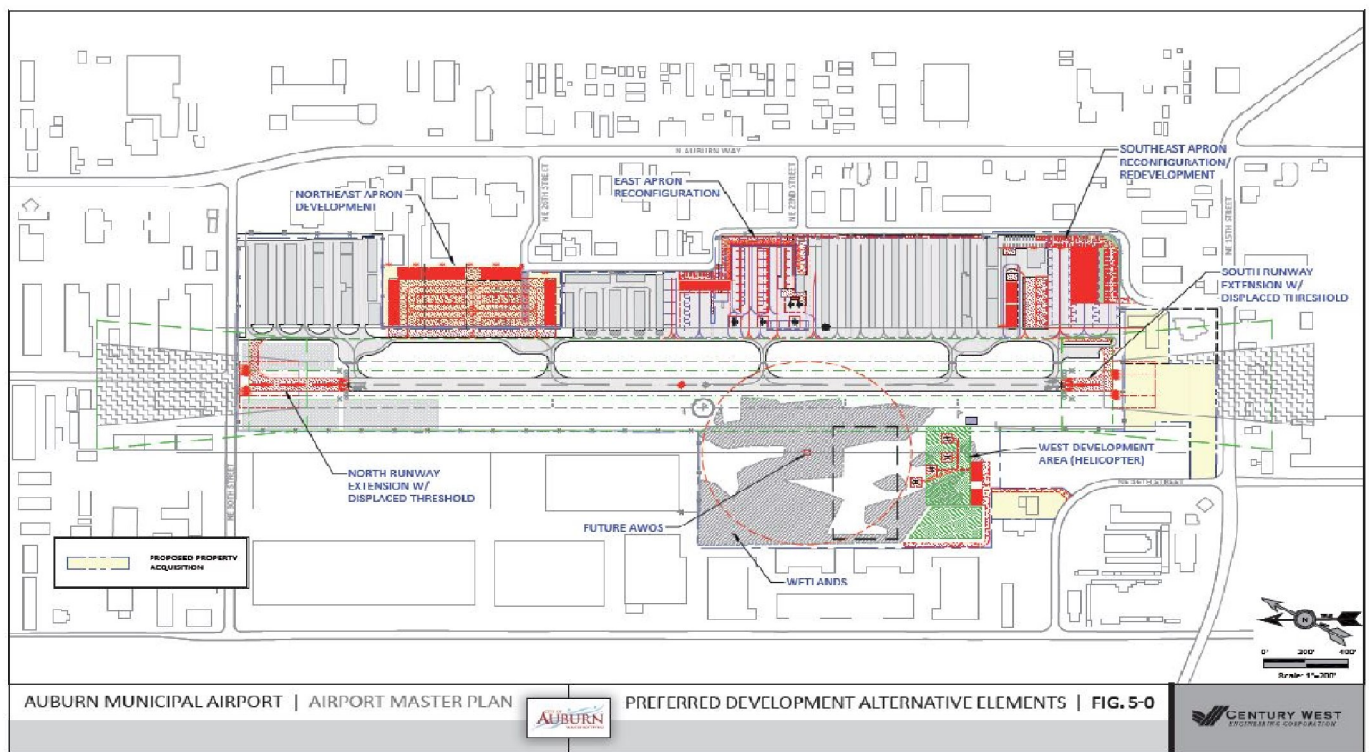
- Five public meetings over 2½ years:
Fall 2012-Winter 2014.
- Draft report submitted to FAA October 2014.
- FAA approved in May 2015.
- Final report available June 2015.

Airport Layout Plan

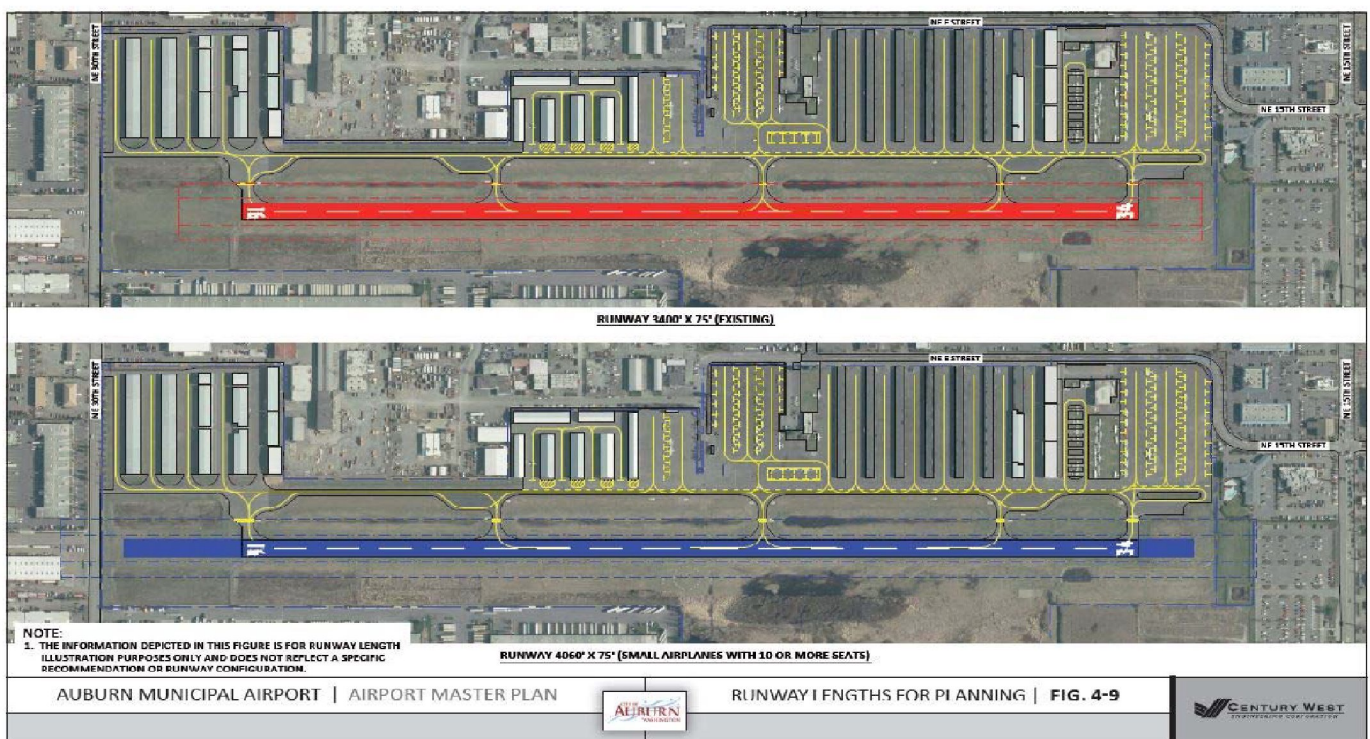


- Incorporates preferred alternative for long-term development, including extensions at both ends of the runway, additional exit taxiways, and a variety of facility upgrades.
- The ALP is separately approved by the FAA.

Preferred Development Elements



Proposed Runway Enhancement



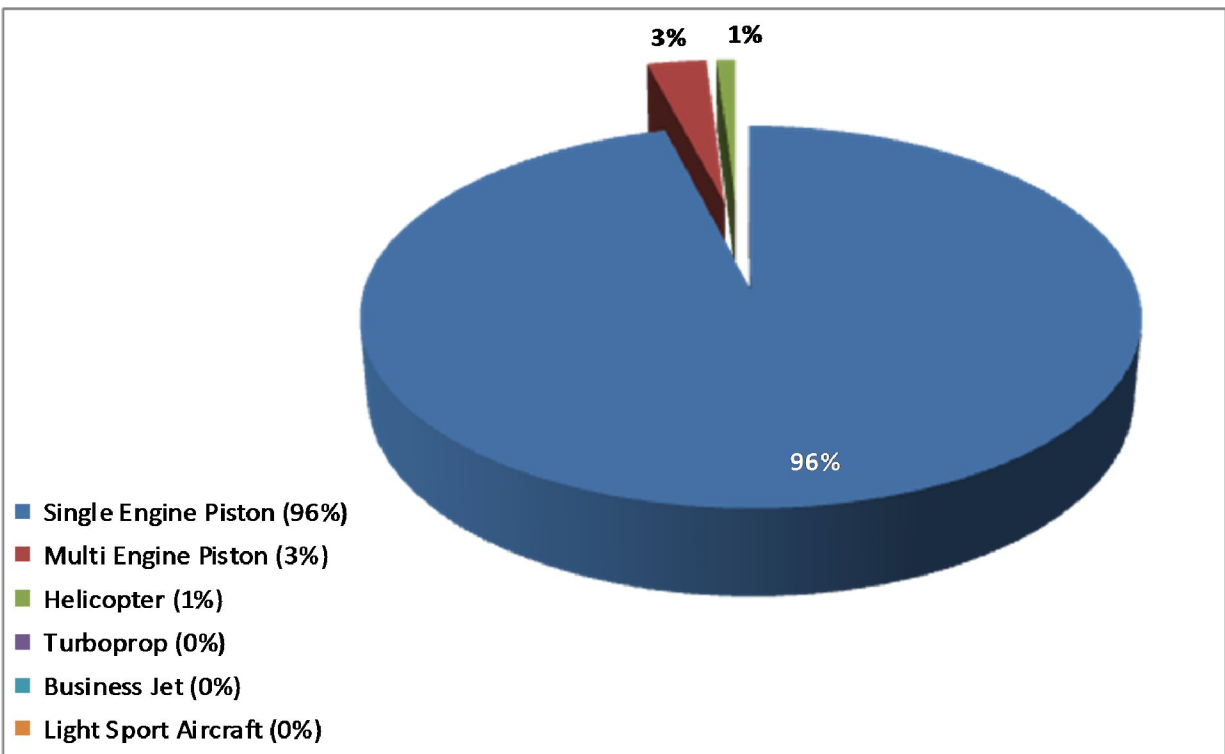
- Extension of the runway from 3,400' to 4,118' to accommodate larger airplanes and provide greater safety distances.

Proposed Runway Enhancement

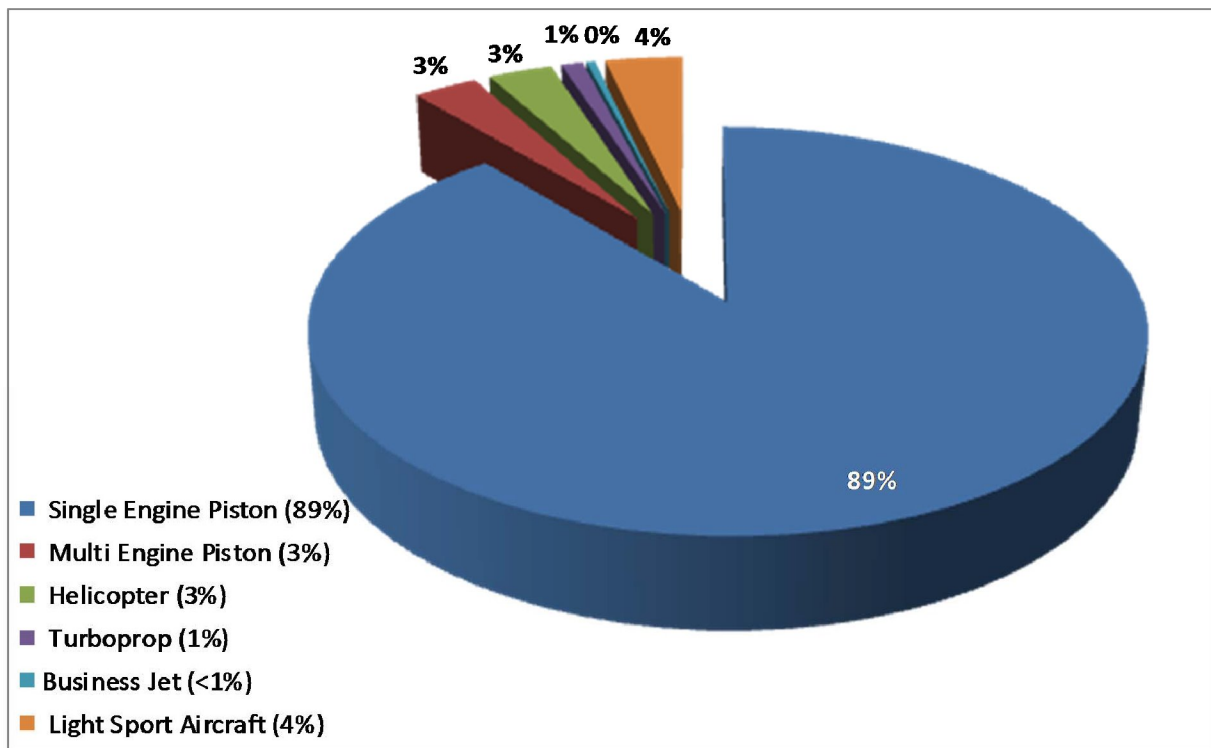
			
A-I <i>12,500 lbs. or less (small)</i>	B-I <i>12,500 lbs. or less (small)</i>	A-II, B-II <i>12,500 lbs. or less (small)</i>	B-II <i>Greater than 12,500 lbs.</i>
Beech Baron 55 Beech Bonanza Cessna 182 Piper Archer Piper Seneca	Beech Baron 58 Beech King Air 100 Cessna 402 Cessna 421 Piper Navajo Piper Cheyenne Cessna Citation I	Super King Air 200 Cessna 441 DHC Twin Otter Cessna Caravan King Air C90	Super King Air 300 Super King Air 350 Beech 1900 Citation II Citation CJ3
Can takeoff/land using existing runway.		Can takeoff/land using existing runway only under ideal conditions.	Cannot takeoff/land using existing runway.
Will be able to takeoff/land using enhanced runway under normal conditions.			

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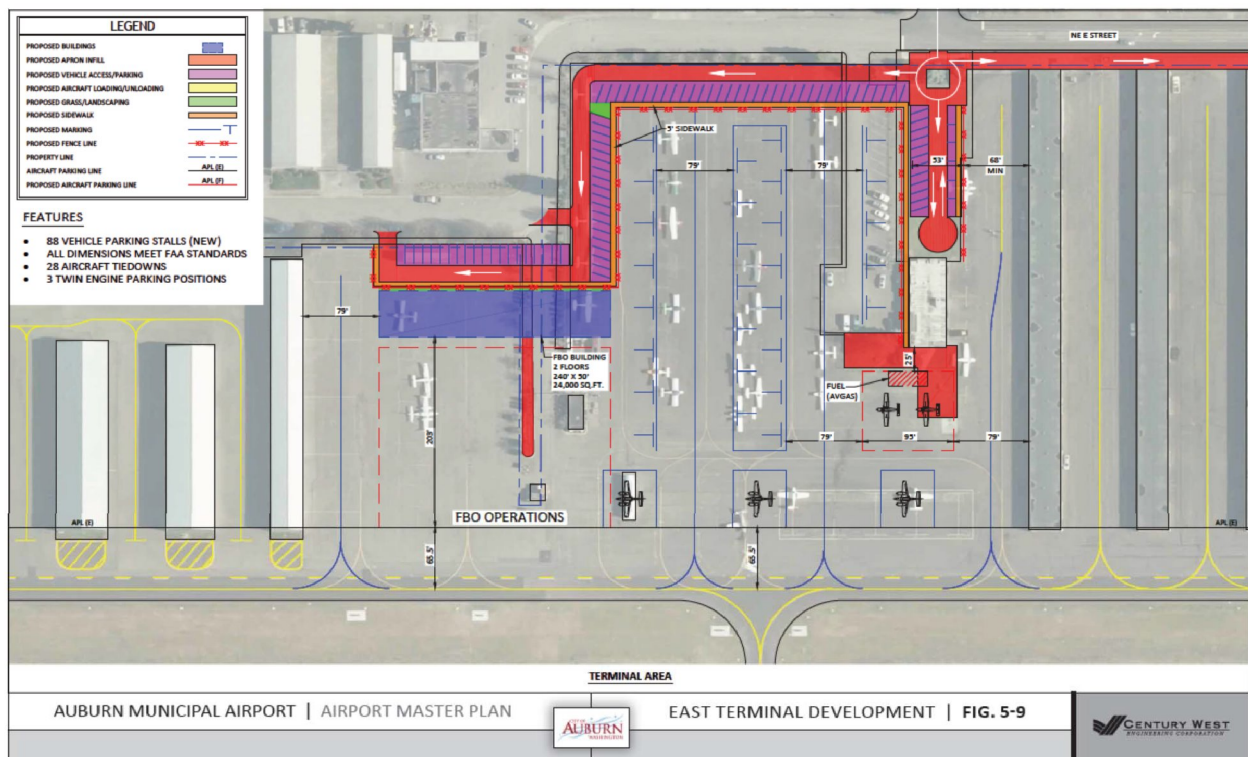
Existing Aircraft Fleet Mix



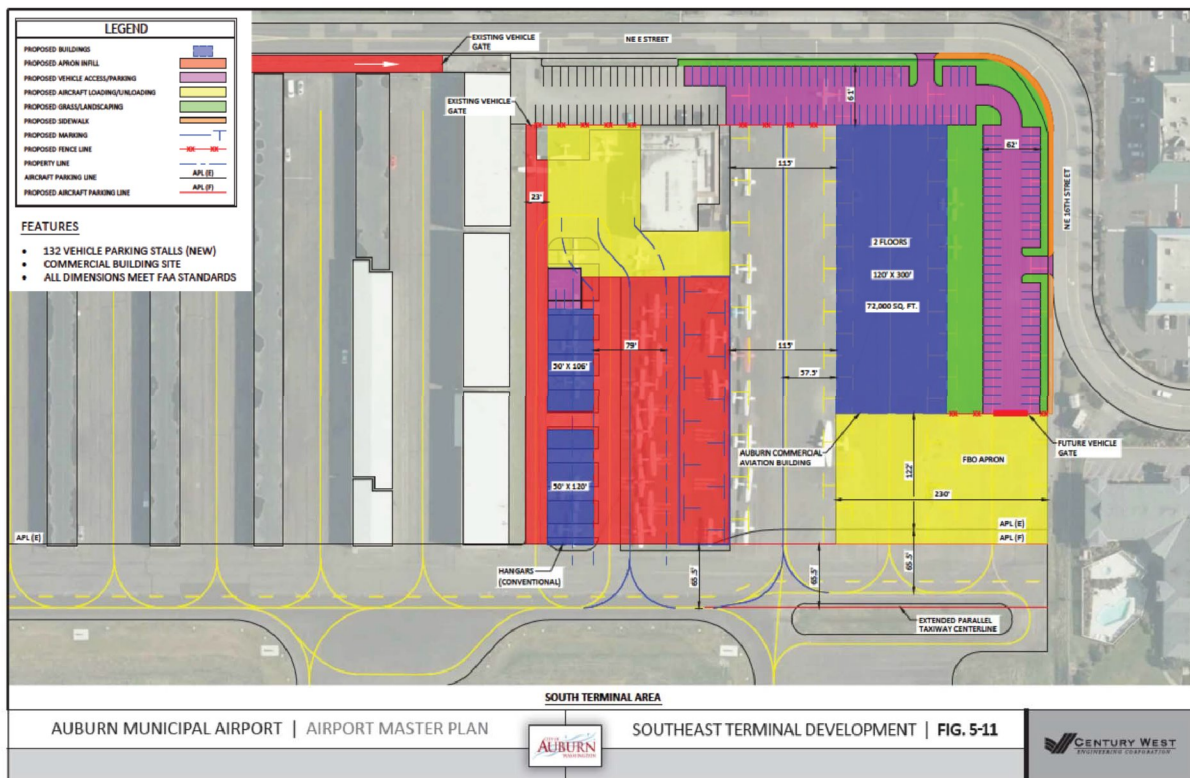
Projected Future Aircraft Fleet Mix



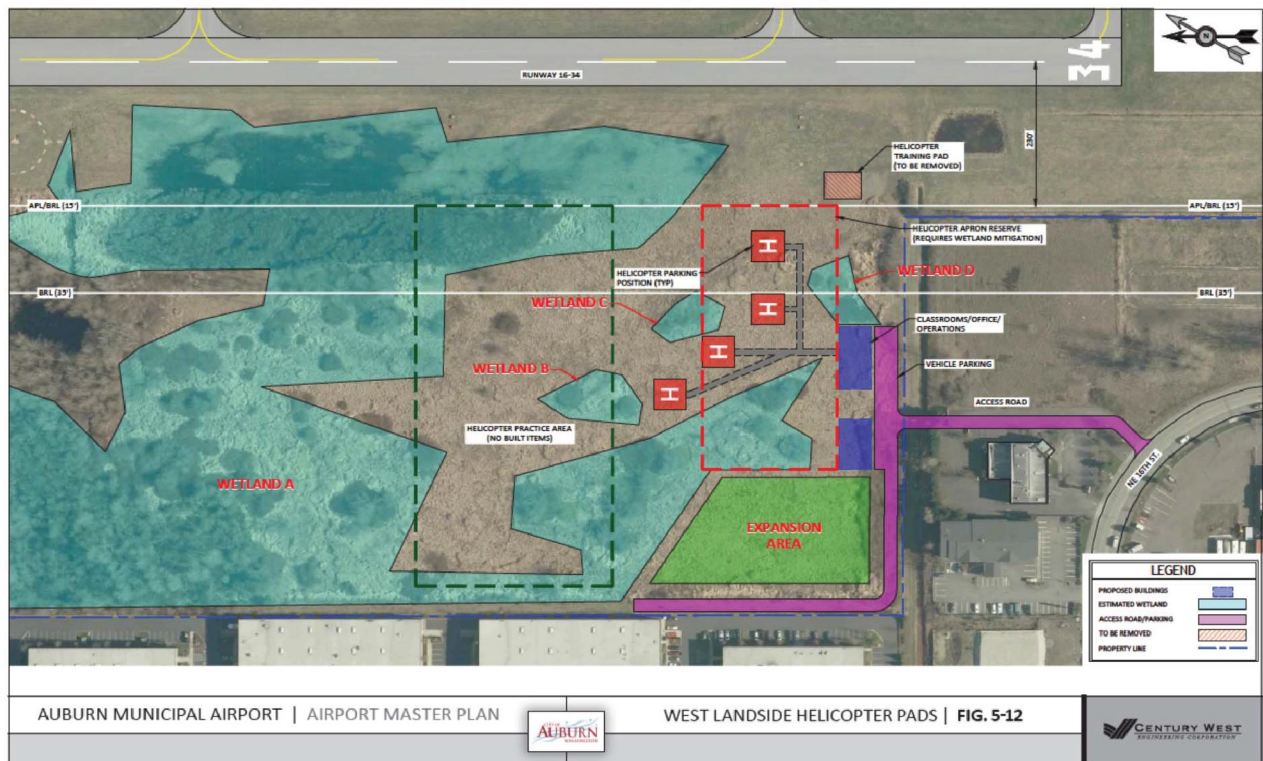
Proposed Landside Development East Terminal Area



Proposed Landside Development SE Terminal Area



Proposed Landside Development West (Helicopter) Area



Airport Capital Improvement Program

Prioritizes improvements and estimates project development costs and funding eligibility for the 20-year planning period.

COST ESTIMATE (\$1000s):

	<u>TOTAL</u>	<u>Short Term</u>	<u>Intermediate Term</u>	<u>Long Term</u>
FAA Grant Funding	\$30,739	\$ 2,257	\$ 8,883	\$19,599
Local Costs (incl. State Grants)	<u>9,188</u>	<u>749</u>	<u>5,311</u>	<u>3,128</u>
Total Cost	\$39,927	\$ 3,006	\$14,194	\$22,727

Airport Capital Improvement Program SHORT TERM PROJECTS (2015 to 2019)

Year	Project Name	\$ 1,000s		
		Estimated Total Cost	FAA Grants	Local Costs (incl. State Grants)
2015	South T-Hangar Door Retrofit (Row 3)	357	-	357
	Airport Obstruction Survey/AGIS Survey	210	189	21
	Environmental Assessment - Runway Enhancement Project	161	145	16
	Total 2015	728	334	394
2016	Runway Enhancement Project - Design	140	126	14
2017	N and S Runway Enhancements with Displaced Thresholds	1,064	958	106
	Property Acquisition - Metro Park & Ride	420	378	42
	Construct Fuel Farm for Jet A	140	-	140
	Total 2017	1,624	1,336	288
2018	[no projects scheduled]	-	-	-
2019	Automated Weather Observation System (AWOS)	269	242	27
	Precision Approach Path Indicator (PAPI)	140	126	14
	Taxiway Sealcoat/Restripe	51	45	6
	West Side Fencing	54	48	6
	Total 2019	514	461	53
TOTAL (2015-2020)		3,006	2,257	749

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Airport Capital Improvement Program
INTERMEDIATE TERM PROJECTS
(2020 to 2024)

SIGNIFICANT PROJECTS:

- *Property acquisition for the Armstrong parcel*
- *Fixed Based Operator building and General Aviation terminal*
- *Main terminal area reconfiguration*
- *West helicopter parking pads (gravel), access road and paths*
- *Sealcoat and repaint markings (multiple areas)*
- *Property acquisition for the east industrial land and site remediation*

COST ESTIMATE (\$1000s):

FAA Grant Funding	\$ 8,883
Local Costs (incl. State Grants)	<u>5,311</u>
Total Cost	\$14,194

Airport Capital Improvement Program
LONG TERM PROJECTS
(2025 to 2034)

SIGNIFICANT PROJECTS:

- *Property acquisition, motel parcel and remainder of Metro Park and Ride lot*
- *South hangar taxilanes – overlay and repaint markings*
- *Aircraft tiedown apron (new north apron, east landside, phases 1 and 2)*
- *Runway 16/34 overlay and repaint markings*

COST ESTIMATE (\$1000s):

FAA Grant Funding	\$19,599
Local Costs (incl. State Grants)	<u>3,128</u>
Total Cost	\$22,727



Questions?



AGENDA BILL APPROVAL FORM

Agenda Subject:

Humane Society Update (10 Minute Presentation/10 Minute Q&A)

Date:

July 22, 2015

Department:

Community Development & [AVHS Update](#)
Public Works

Attachments:**Budget Impact:**

\$0

Administrative Recommendation:**Background Summary:**

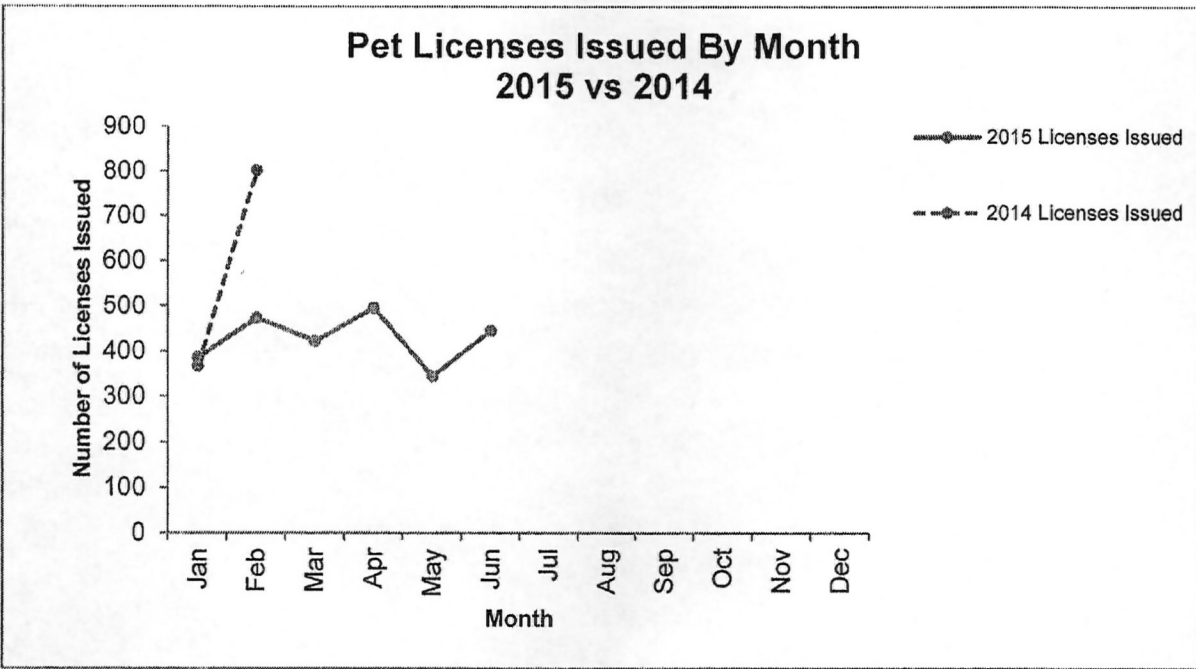
Please see the attached Memorandum.

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

Snyder

Meeting Date: July 27, 2015

Item Number: DI.C



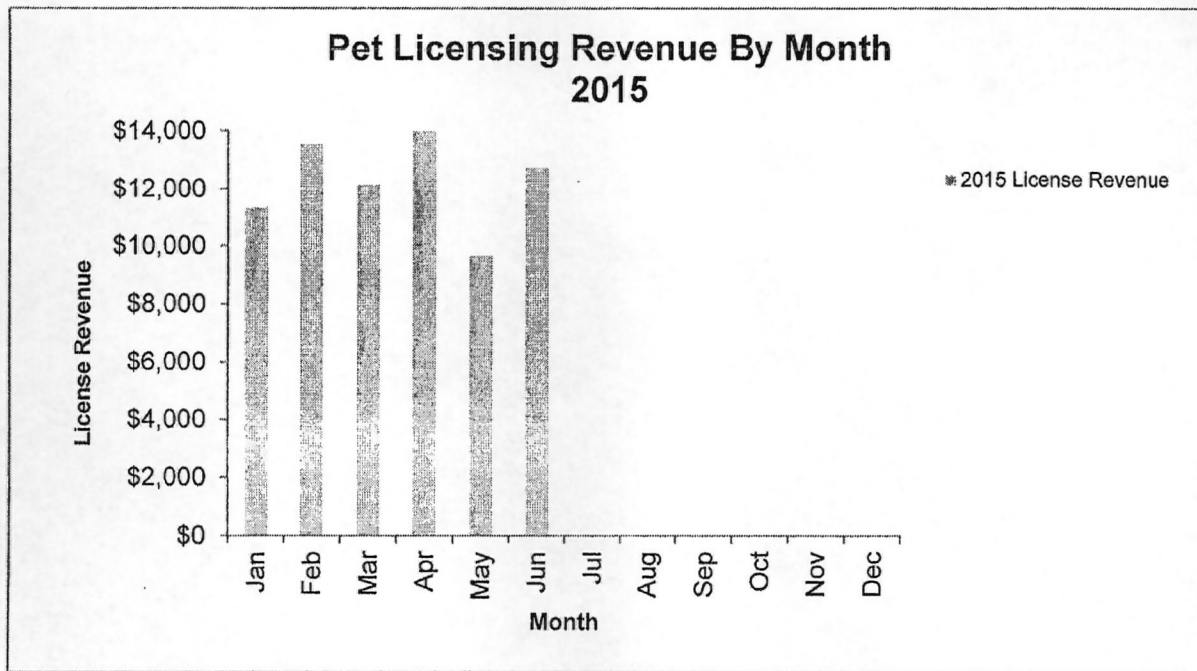
2015 Budget Goal: \$240,000 or more

Year-to-Date Revenue 2015 (through June) = \$ 73,605

Year-to-Date Revenue 2014 (through June) = \$ 79,930

Year-to-Date Licenses 2015 (through June) = 2,565

Year-to-Date Licenses 2014 (through June) = 3,063



Licensing Summary Report – Auburn, WA

Activity from 6/1/15 through 6/30/15

Clinic	Clinic Name	Unaltered	Altered	Senior	Disability	Juvenile Pet	Service	License Total	Replacement	Late Fees	Excep
PetData Corporate											
AUB900	PETDATA MAIL	7	132	49	7	1	4	200	0	5	5
		\$420.00	\$3,860.00	\$745.00	\$105.00	\$15.00	\$0.00	\$5,145.00	\$0.00	\$90.00	\$140.00
AUB901	PETDATA ONLINE LICENSES	6	75	9	1	6	0	97	0	5	6
		\$360.00	\$2,130.00	\$135.00	\$15.00	\$90.00	\$0.00	\$2,730.00	\$0.00	\$90.00	\$180.00
<i>Subtotal</i>	<i>PetData Corporate</i>	<i>13</i>	<i>207</i>	<i>58</i>	<i>8</i>	<i>7</i>	<i>4</i>	<i>297</i>	<i>0</i>	<i>10</i>	<i>11</i>
		<i>\$780.00</i>	<i>\$5,990.00</i>	<i>\$880.00</i>	<i>\$120.00</i>	<i>\$105.00</i>	<i>\$0.00</i>	<i>\$7,875.00</i>	<i>\$0.00</i>	<i>\$180.00</i>	<i>\$320.00</i>
Municipal Locations											
AUB800	CITY HALL	18	70	45	4	4	2	143	3	8	0
		\$1,080.00	\$2,105.00	\$675.00	\$60.00	\$60.00	\$0.00	\$3,980.00	\$15.00	\$205.00	\$0.00
<i>Subtotal</i>	<i>Municipal Locations</i>	<i>18</i>	<i>70</i>	<i>45</i>	<i>4</i>	<i>4</i>	<i>2</i>	<i>143</i>	<i>3</i>	<i>8</i>	<i>0</i>
		<i>\$1,080.00</i>	<i>\$2,105.00</i>	<i>\$675.00</i>	<i>\$60.00</i>	<i>\$60.00</i>	<i>\$0.00</i>	<i>\$3,980.00</i>	<i>\$15.00</i>	<i>\$205.00</i>	<i>\$0.00</i>
Veterinary & Other Locations											
AUB020	GREEN RIVER VETERINARY H	0	5	0	0	0	0	5	0	0	0
		\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00
<i>Subtotal</i>	<i>Veterinary & Other Locations</i>	<i>0</i>	<i>5</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>5</i>	<i>0</i>	<i>0</i>	<i>0</i>
		<i>\$0.00</i>	<i>\$150.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$150.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
TOTAL REGISTRATIONS		31	282	103	12	11	6	445	3	18	11
		\$1,860.00	\$8,245.00	\$1,555.00	\$180.00	\$165.00	\$0.00	\$12,005.00	\$15.00	\$385.00	\$320.00
TOTAL REVENUE										\$12,725.00	

Licensing Summary Report – Auburn, WA

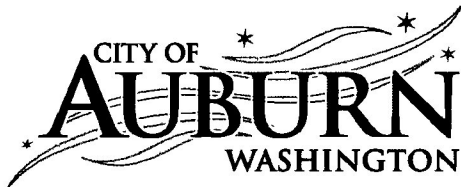
Activity from 5/1/15 through 5/31/15

Clinic	Clinic Name	Unaltered	Altered	Senior	Disability	Juvenile Pet	Service	License Total	Replacement	Late Fees	Excep
PetData Corporate											
AUB900	PETDATA MAIL	2	87	43	4	0	0	136	1	10	2
		\$60.00	\$2,460.00	\$640.00	\$60.00	\$0.00	\$0.00	\$3,220.00	\$5.00	\$165.00	\$30.00
AUB901	PETDATA ONLINE LICENSES	6	67	11	0	4	0	88	0	9	3
		\$360.00	\$2,010.00	\$150.00	\$0.00	\$60.00	\$0.00	\$2,580.00	\$0.00	\$135.00	\$75.00
<i>Subtotal</i>	<i>PetData Corporate</i>	<i>8</i>	<i>154</i>	<i>54</i>	<i>4</i>	<i>4</i>	<i>0</i>	<i>224</i>	<i>1</i>	<i>19</i>	<i>5</i>
		<i>\$420.00</i>	<i>\$4,470.00</i>	<i>\$790.00</i>	<i>\$60.00</i>	<i>\$60.00</i>	<i>\$0.00</i>	<i>\$5,800.00</i>	<i>\$5.00</i>	<i>\$300.00</i>	<i>\$105.00</i>
Municipal Locations											
AUB800	CITY HALL	13	67	35	2	3	0	120	2	3	0
		\$780.00	\$2,010.00	\$530.00	\$30.00	\$45.00	\$0.00	\$3,395.00	\$10.00	\$55.00	\$0.00
<i>Subtotal</i>	<i>Municipal Locations</i>	<i>13</i>	<i>67</i>	<i>35</i>	<i>2</i>	<i>3</i>	<i>0</i>	<i>120</i>	<i>2</i>	<i>3</i>	<i>0</i>
		<i>\$780.00</i>	<i>\$2,010.00</i>	<i>\$530.00</i>	<i>\$30.00</i>	<i>\$45.00</i>	<i>\$0.00</i>	<i>\$3,395.00</i>	<i>\$10.00</i>	<i>\$55.00</i>	<i>\$0.00</i>
TOTAL REGISTRATIONS											
		21	221	89	6	7	0	344	3	22	5
		\$1,200.00	\$6,480.00	\$1,320.00	\$90.00	\$105.00	\$0.00	\$9,195.00	\$15.00	\$355.00	\$105.00
TOTAL REVENUE										\$9,670.00	

Licensing Summary Report – Auburn, WA

Activity from 4/1/15 through 4/30/15

Clinic	Clinic Name	Unaltered	Altered	Senior	Disability	Juvenile Pet	Service	License Total	Replacement	Late Fees	Excep
PetData Corporate											
AUB900	PETDATA MAIL	9	134	73	14	0	3	233	0	8	4
		\$480.00	\$3,910.00	\$1,100.00	\$210.00	\$0.00	\$0.00	\$5,700.00	\$0.00	\$130.00	\$120.00
AUB901	PETDATA ONLINE LICENSES	10	89	13	0	8	0	120	0	17	13
		\$600.00	\$2,670.00	\$195.00	\$0.00	\$120.00	\$0.00	\$3,585.00	\$0.00	\$255.00	\$405.00
<i>Subtotal</i>	<i>PetData Corporate</i>	<i>19</i>	<i>223</i>	<i>86</i>	<i>14</i>	<i>8</i>	<i>3</i>	<i>353</i>	<i>0</i>	<i>25</i>	<i>17</i>
		<i>\$1,080.00</i>	<i>\$6,580.00</i>	<i>\$1,295.00</i>	<i>\$210.00</i>	<i>\$120.00</i>	<i>\$0.00</i>	<i>\$9,285.00</i>	<i>\$0.00</i>	<i>\$385.00</i>	<i>\$525.00</i>
Municipal Locations											
AUB800	CITY HALL	13	74	36	10	2	7	142	5	13	0
		\$780.00	\$2,220.00	\$540.00	\$150.00	\$30.00	\$0.00	\$3,720.00	\$25.00	\$290.00	\$0.00
<i>Subtotal</i>	<i>Municipal Locations</i>	<i>13</i>	<i>74</i>	<i>36</i>	<i>10</i>	<i>2</i>	<i>7</i>	<i>142</i>	<i>5</i>	<i>13</i>	<i>0</i>
		<i>\$780.00</i>	<i>\$2,220.00</i>	<i>\$540.00</i>	<i>\$150.00</i>	<i>\$30.00</i>	<i>\$0.00</i>	<i>\$3,720.00</i>	<i>\$25.00</i>	<i>\$290.00</i>	<i>\$0.00</i>
TOTAL REGISTRATIONS		32	297	122	24	10	10	495	5	38	17
		\$1,860.00	\$8,800.00	\$1,835.00	\$360.00	\$150.00	\$0.00	\$13,005.00	\$25.00	\$675.00	\$525.00
TOTAL REVENUE										\$14,230.00	



Interoffice Memorandum

To: Mayor Nancy Backus
 Deputy Mayor John Holman
 Councilmember Rich Wagner
 Councilmember Bill Pelozo
 Councilmember Largo Wales
 Councilmember Wayne Osborne
 Councilmember Yolanda Trout
 Councilmember Claude DaCorsi

From: Kevin Snyder, CDPW Director

Date: July 22, 2015

Re: Pet Licensing Program/AVHS Board Review

Attached are the charts summarizing the second quarter 2015 budget status for the shelter operations, fund raising and thrift store activities.

Auburn Valley Humane Society For the Period Ending 6/30/2015					
	YTD	Actual	YTD	Actual as	
	Budget	Budget	YTD	Over	% of YTD
	2014	2015	6/30/2015	(Under)	Budget
Operations					
Revenue	\$ 447,126	\$ 223,563	\$ 244,919	\$ 21,356	109.55%
Expense	540,187	\$ 270,094	269,917	(177)	99.93%
	\$ (93,061)	\$ (46,531)	\$ (24,998)		
Fundraising					
Revenue	\$ 197,800	\$ 98,900	\$ 145,741	\$ 46,841	147.36%
Expense	185,312	\$ 92,656	92,958	302	100.33%
	\$ 12,488	\$ 6,244	\$ 52,783		
Thrift Store					
Revenue	\$ 56,300	\$ 28,150	\$ 44,526	\$ 16,376	158.17%
Expense	\$ 201,487	\$ 100,744	\$ 109,523	\$ 8,780	108.71%
	\$ (145,187)	\$ (72,594)	\$ (64,997)		
Combined					
Revenue	\$ 701,226	\$ 350,613	\$ 435,186	\$ 84,573	124.12%
Expense	926,986	463,493	472,398	8,905	101.92%
	\$ (225,760)	\$ (112,880)	\$ (37,212)		

Shelter revenue for operations, fund raising, and the thrift store for year to date (YTD) totaled \$435,186 representing 124% of the combined YTD revenue budget of \$350,613. Shelter operational expenses of \$269,917 closed the period at 99.9% of the \$270,094 YTD operational budget. Fund raising expenses closed the period at \$92,958, 100% of the \$132,936 budget. The thrift store began operations August 1, 2014.

Auburn Valley Humane Society			
2014 to 2015 YTD Comparison			
	2014	2015	Increase (Decrease)
Operations			
Revenue	\$ 218,182	\$ 244,919	\$ 26,737
Expense	208,819	269,917	61,098
	\$ 9,363	\$ (24,998)	
Fundraising			
Revenue	\$ 118,409	\$ 146,741	\$ 28,332
Expense	\$ 70,313	\$ 92,958	\$ 22,645
	\$ 48,096	\$ 53,783	
Thrift Store			
Revenue	\$ -	\$ 44,526	\$ 44,526
Expense	\$ -	\$ 109,523	\$ 109,523
	\$ -	\$ (64,997)	
Combined			
Revenue	\$ 336,591	\$ 436,186	\$ 99,595
Expense	\$ 279,132	\$ 472,398	\$ 193,266
	\$ 57,459	\$ (36,212)	

I have attached some reports for your information:

- Incoming and outgoing census reports;
- Spay neuter statistics;
- Volunteer hours; and
- Licensing sales by AVHS.

There are currently 12 board members:

- Dr. Don Edwards, President
- Suzanne Nagy, Vice President
- Marsha Goodwin, Secretary
- Rick Oliveira, Treasurer
- Dr. Bob Engeset, Member
- Kim Spooner, Member
- Dr. Eric Schneider, Member
- Kevin Snyder, Member
- Alexis R. Singletary, Member
- Linda Giles, Member
- Gina Lambert, Member
- David Jones, Member

AVHS Monthly Census Report 2015

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD Total
Incoming													
<u>Incoming Disposal</u>													
DOGS	4	1	0	2	3	2							12
CATS	4	0	6	2	2	9							23
OTHER	0	0	0	0	0	0							0
WILDLIFE	10	2	2	0	2	3							19
TOTAL	18	3	8	4	7	14	0	0	0	0	0	0	54
<u>Incoming Euth Requested</u>													
DOGS	5	7	1	5	3	4							25
CATS	3	3	3	6	2	2							19
OTHER	1	0	0	0	0	0							1
WILDLIFE	0	0	0	0	0	0							0
TOTAL	9	10	4	11	5	6	0	0	0	0	0	0	45
<u>Incoming Owner Surrendered</u>													
DOGS	15	10	23	16	21	5							90
CATS	13	13	25	23	26	17							117
OTHER	0	0	1	2	0	0							3
WILDLIFE	0	0	0	0	0	0							0
TOTAL	28	23	49	41	47	22	0	0	0	0	0	0	210
<u>Incoming Public Stray</u>													
DOGS	25	29	26	25	27	36							168
CATS	32	18	25	24	58	61							218
OTHER	0	0	0	0	0	5							5
WILDLIFE	0	2	0	1	0	0							3
TOTAL	57	49	51	50	85	102	0	0	0	0	0	0	394
<u>Incoming ACO Stray</u>													
DOGS	14	10	16	8	9	12							69
CATS	7	5	4	5	8	4							33
OTHER	0	0	0	1	2	0							3
WILDLIFE	0	0	0	0	0	0							0
TOTAL	21	15	20	14	19	16	0	0	0	0	0	0	105
<u>Incoming Transfer</u>													
DOGS	17	47	2	16	21	22							125
CATS	0	0	0	2	2	4							8
OTHER	0	0	0	0	1	0							1
WILDLIFE	0	0	0	0	0	0							0
TOTAL	17	47	2	18	24	26	0	0	0	0	0	0	134
<u>Born in Shelter</u>													
DOGS	0	0	0	0	0	0							0
CATS	0	0	0	0	6	8							14
OTHER	0	0	0	0	0	0							0
WILDLIFE	0	0	0	0	0	0							0
TOTAL	0	0	0	0	6	8	0	0	0	0	0	0	14
<u>Incoming Adoption Returned</u>													
DOGS	2	7	2	3	6	6							26
CATS	0	1	1	4	2	5							13
OTHER	0	0	0	0	0	0							0
WILDLIFE	0	0	0	0	0	0							0
TOTAL	2	8	3	7	8	11	0	0	0	0	0	0	39
<u>Total Incoming</u>													
DOGS	82	111	70	75	90	87	0	0	0	0	0	0	515
CATS	59	40	64	66	106	110	0	0	0	0	0	0	445
OTHER	1	0	1	3	3	5	0	0	0	0	0	0	13
WILDLIFE	10	4	2	1	2	3	0	0	0	0	0	0	22
TOTAL	152	155	137	145	201	205	0	0	0	0	0	0	995

AVHS Monthly Census Report 2015													
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD Total
Out Going Animals													
<u>Claimed /RTO Animals</u>													
DOGS	27	20	30	20	20	31							148
CATS	4	4	2	2	3	4							19
OTHER	0	0	0	0	1	0							1
WILDLIFE	0	0	0	0	0	0							0
TOTAL	31	24	32	22	24	35	0	0	0	0	0	0	168
<u>Adopted Animals</u>													
DOGS	47	56	54	41	56	41							295
CATS	73	42	36	38	59	39							287
OTHER	0	0	1	0	2	0							3
WILDLIFE	0	0	0	0	0	0							0
TOTAL	120	98	91	79	117	80	0	0	0	0	0	0	585
<u>Euthanized - Not Adoptable -Medical</u>													
DOGS	0	0	2	0	0	0							2
CATS	4	2	3	5	1	3							18
OTHER	0	0	0	1	0	0							1
WILDLIFE	0	0	0	0	0	0							0
TOTAL	4	2	5	6	1	3	0	0	0	0	0	0	21
<u>Euthanized - Not Adoptable -Behavioral</u>													
DOGS	1	1	0	0	1	0							3
CATS	0	1	1	3	0	0							5
OTHER	0	0	0	0	0	0							0
WILDLIFE	0	0	0	0	0	0							0
TOTAL	1	2	1	3	1	0	0	0	0	0	0	0	8
<u>Euthanized - Not Adoptable -Feral</u>													
DOGS	0	0	0	0	0	0							0
CATS	0	0	0	0	0	0							0
OTHER	0	0	0	0	0	0							0
WILDLIFE	0	0	0	0	0	0							0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>Euthanized - Not Adoptable -Owner Requested</u>													
DOGS	5	6	1	6	3	5							26
CATS	4	3	3	5	2	2							19
OTHER	1	0	0	0	0	0							1
WILDLIFE	0	0	0	0	0	0							0
TOTAL	10	9	4	11	5	7	0	0	0	0	0	0	46
<u>Euthanized - Adoptable</u>													
DOGS	0	0	0	0	0	0							0
CATS	0	0	0	0	0	0							0
OTHER	0	0	0	0	0	0							0
WILDLIFE	0	0	0	0	0	0							0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>Disposal</u>													
DOGS	4	1	0	2	3	3							13
CATS	7	0	6	2	3	10							28
OTHER	0	0	0	0	0	0							0
WILDLIFE	10	2	2	1	0	3							18
TOTAL	21	3	8	5	6	16	0	0	0	0	0	0	59
<u>Died in Shelter</u>													
DOGS	0	0	0	1	1	0							2
CATS	0	0	2	0	2	1							5
OTHER	0	0	0	0	0	0							0
WILDLIFE	0	0	0	0	2	0							2
TOTAL	0	0	2	1	5	1	0	0	0	0	0	0	9
<u>Transferred to Rescue</u>													
DOGS	0	2	2	3	0	1							8
CATS	2	0	1	3	4	2							12
OTHER	0	0	0	0	4	2							6
WILDLIFE	0	0	0	0	0	0							0
TOTAL	2	2	3	6	8	5	0	0	0	0	0	0	26
<u>Total Outgoing</u>													
DOGS	84	86	89	73	84	81	0	0	0	0	0	0	497
CATS	94	52	54	58	74	61	0	0	0	0	0	0	393
OTHER	1	0	1	1	7	2	0	0	0	0	0	0	12
WILDLIFE	10	2	2	1	2	3	0	0	0	0	0	0	20
TOTAL	189	140	146	133	167	147	0	0	0	0	0	0	922
animals less OSU & Disposal	158	128	134	117	156	124	0	0	0	0	0	0	817
Live Release Rate	96.84%	96.88%	95.52%	92.31%	98.72%	97.58%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	96.45%
Euthanasia Rate	3.16%	3.13%	4.48%	7.69%	1.28%	2.42%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3.55%
Claim Rate Dog	69.23%	51.28%	71.43%	60.61%	55.56%	64.58%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	62.45%
Claim Rate Cat	10.26%	17.39%	6.90%	6.90%	4.55%	6.15%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	7.57%
Total Claim Rate	39.74%	37.50%	45.07%	34.38%	23.08%	29.66%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	33.67%
Adoption Rate Dogs	66.20%	58.33%	80.60%	63.08%	71.79%	54.67%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	65.27%
Adoption Rate Cats	140.38%	116.67%	66.67%	70.37%	59.00%	41.49%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	73.59%
Total Adoption Rate	97.56%	73.13%	74.59%	64.23%	64.64%	45.98%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	68.26%

2013 AVHS Spay/Neuter by Category													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Cat Spay Outsource	2	7	10	16	18	10	28	15	0	0	0	0	106
Cat Neuter Outsource	0	1	0	0	0	0	0	0	0	0	0	0	1
Dog Spay Outsource	2	3	8	5	6	4	10	12	0	0	0	0	50
Dog Neuter Outsource	4	5	11	9	13	5	0	5	0	0	0	0	52
Cat Spay Shelter	0	0	0	0	0	0	0	7	16	16	16	16	71
Cat Neuter Shelter	0	0	0	0	6	9	13	14	7	17	14	14	94
Dog Spay Shelter	0	0	0	0	0	0	0	6	6	9	13	7	41
Dog Neuter Shelter	0	0	0	0	0	0	6	17	19	10	21	9	82
TOTAL	8	16	29	30	43	28	57	76	48	52	64	46	497
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Cat Spay SPOT	0	0	0	0	0	0	0	0	0	0	0	0	0
Cat Neuter SPOT	0	0	0	0	0	0	0	0	0	0	0	0	0
Cat TNR Spay	0	0	0	0	0	0	0	0	0	0	0	0	0
Cat TNR Neuter	0	0	0	0	0	0	0	0	0	0	0	0	0
Dog Spay SPOT	0	0	0	0	0	0	0	0	0	0	0	0	0
Dog Neuter SPOT	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0

2014 AVHS Spay/Neuter by Category													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Cat Spay Outsource	0	0	0	0	0	0	0	0	0	0	0	0	0
Cat Neuter Outsource	0	0	0	0	0	0	0	0	0	0	0	0	0
Dog Spay Outsource	0	0	0	0	0	0	6	0	0	0	0	0	6
Dog Neuter Outsource	0	0	0	0	0	0	2	0	0	0	0	0	2
Cat Spay Shelter	12	6	6	10	17	37	28	22	22	19	17	21	217
Cat Neuter Shelter	15	6	3	14	23	31	27	20	10	24	24	20	217
Dog Spay Shelter	19	4	7	13	9	7	3	7	10	6	8	9	102
Dog Neuter Shelter	14	12	8	5	14	14	2	8	6	8	9	10	110
TOTAL	60	28	24	42	63	89	60	57	48	57	58	60	646
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Cat Spay SPOT	2	1	4	4	0	2	2	0	4	0	1	0	20
Cat Neuter SPOT	3	2	3	4	2	4	1	0	0	0	2	1	22
Cat TNR Spay	0	2	0	3	5	4	2	4	3	1	6	0	30
Cat TNR Neuter	0	3	0	3	4	3	2	2	1	0	2	0	20
Dog Spay SPOT	0	3	2	4	1	3	4	0	0	1	0	0	18
Dog Neuter SPOT	1	1	0	2	2	2	1	2	0	0	0	0	11
TOTAL	6	12	9	20	14	18	12	8	8	2	11	1	101

2014 AVHS Volunteer Hours by Category													
2014	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
Dog Walking	542.09	610.78	677.75	705.41	706.78	659.49	590.84	673.75	525.32	515.63	549.48	472.03	7233.46
Dog Socialization				23.85	67.48	18.73	0.00	0.00	0.00	0.00	0.00	0.00	108.06
Behavior Assessment									50.70	11.30	78.18	97.80	237.88
Cat Care	186.11	247.07	249.03	197.29	201.29	109.49	307.37	279.40	287.20	363.60	364.38	385.35	3210.03
Cat Cuddling	6.95	14.22	7.92	12.00	0.86	24.37	13.58	2.83	0.00	0.00	0.00	0.00	91.83
Adoption Specialist	3.50	29.17	17.25	6.50	3.00	0.00	0.00		2.75	7.75	6.50	3.50	79.92
Greeter/Front Desk/Phones	148.18	158.12	216.78	141.33	147.62	159.10	120.53	142.50	91.25	76.47	85.57	71.55	1555.00
Handyman services	13.75	15.33	8.21	0.00	7.50	2.00	2.50	2.50	2.00	17.00	16.67	9.76	97.24
Cleaning/Laundry Services	191.01	285.48	311.77	182.67	197.42	255.34	282.86	243.70	268.92	332.37	336.08	362.48	3250.78
Admin Services	27.50	36.42	25.50	44.50	32.25	51.25	82.25	91.25	41.16	42.50	21.50	25.75	521.83
Outreach	13.75	53.00	0.00	16.37	113.88	145.22	26.50	59.50	28.77	10.42	44.60	55.77	682.78
Grooming		10.25	10.56	9.97	3.00	5.95	10.77	12.65	6.00	10.25	23.08	41.05	144.53
Intents								75.00					80.38
Training	31.83	38.46	13.37	8.25	53.43	23.32	25.78	70.88	61.18	58.80	64.87	46.75	486.07
Fundraising/vol event		10.00									108.75		116.75
Website/Computer Newsletter/Special Projects	10.99	10.28	18.70	18.00	11.55	3.25	2.00	17.35	5.28	4.83	5.00	24.24	128.48
Pet Transport							2.25		15.15	43.40	65.97	27.33	154.19
Photography	7.80	0.00	2.50	3.00	5.00	5.80	0.00	2.00	0.00	0.00	4.00	0.00	24.85
Event Volunteer	19.42	55.67	81.83	184.37	0.00	10.00	0.00	5.00	2.87	285.45	44.17		658.58
Vet Services	1.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.77	0.25	12.17	28.34
Board Functions	63.00	62.35	55.75	88.26	88.50	49.50	50.50	44.75	46.80	47.75	61.25	48.50	684.01
Foster Cat Program	45.50	15.00	114.50	398.50	634.00	501.00	380.00	326.50	252.50	417.50	355.50	227.50	3878.00
Foster Dog Program	9.00	0.00	0.00	22.00	2.00	3.50	0.00	0.00	0.00	3.50	3.50	0.00	43.50
Petsmart Cat Care			36.33	71.00	39.92	33.50	51.58	48.25	42.42	41.42	40.93	51.25	458.67
Client Services				39.33	18.62	34.40	0.00	8.00	0.00	0.00	0.00	0.00	100.55
TNR Program							4.50	0.50	0.00	0.42	1.35	1.30	8.07
Thrift Store													
Volunteers					45.75	215.45	395.63	372.82	372.82	357.03	441.22	407.83	2205.73
TOTAL	1309.28	1850.18	1848.05	2170.78	2317.91	2231.74	2160.36	2481.66	2082.50	2036.78	2687.72	2410.53	26011.38

National Rate: \$ 29,524.19 \$ 37,211.56 \$ 40,469.38 \$ 48,950.68 \$ 52,268.87 \$ 50,325.66 \$ 49,167.12 \$ 55,968.87 \$ 46,962.38 \$ 59,529.35 \$ 69,628.09 \$ 54,357.45 \$ 585,338.88
 22-14 (2/25/2013)
 Washington State: \$ 34,982.87 \$ 44,092.91 \$ 47,953.05 \$ 58,003.11 \$ 61,934.85 \$ 59,622.00 \$ 55,259.22 \$ 86,318.77 \$ 55,644.40 \$ 70,534.12 \$ 71,615.08 \$ 84,409.30
 527.09 (2/26/2013)

2015 AVHS Volunteer Hours by Category													
2015	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
Dog Walking	503.71	478.58	635.77	723.08	612.45	613.28							3616.87
Behavior Assessment	84.10	86.52	81.12	85.75	108.32	87.93							438.74
Cat Care	320.22	204.82	198.77	218.62	236.07	281.30							1466.80
Cat Cuddling													0.00
Adoption Specialist	4.00		9.00	4.00									17.00
Greeter/Front Desk/Phones	64.20	80.22	89.37	65.27	47.63	52.93							349.83
Handyman services	13.83	11.58	3.25	40.25	15.25	11.75							65.61
Cleaning/Laundry Services	448.88	274.85	330.00	375.40	384.97	320.18							2115.28
Admin Services	50.97	56.92	39.12	43.30	59.55	32.40							281.68
Outreach	0.00	16.00	0.00	32.82	107.00	58.06							207.60
Grooming	31.15	8.25	25.93	10.75	13.50	7.00							95.58
Intents													0.00
Training	58.27	77.00	21.00	48.58	28.83	50.67							284.35
Fundraising/vol event				14.00									14.00
Website/Computer	22.16	13.50	18.50	5.50	12.75	13.75							89.16
Newsletter/Special Projects					4.00								4.00
Pet Transport	4.00	28.50	8.25	31.00	14.75	37.25							113.75
Photography	3.75	1.50	1.00	3.17	0.00	0.00							9.42
Event Volunteer	85.92	73.50	356.74	40.98	30.50	275.38							843.02
Vet Services	13.63	9.25	9.75	12.42	19.80	25.00							89.75
Board Functions	60.25	101.42	71.00	37.25	30.50	37.00							337.42
Foster Cat Program	122.50	84.00	52.50	132.00	310.00	824.00							1325.00
Foster Dog Program			8.00	15.50	22.00	33.00							75.50
Petsmart Cat Care	46.75	42.00	43.58	43.42	51.10	58.10							265.94
Pet Pantry	4.73	0.00	17.00	12.00	14.42	12.75							61.80
TNR Program	2.00	0.00	0.00		1.00								3.00
Thrift Store													
Volunteers	403.08	330.47	347.00	335.63	394.17	468.52							2278.85
TOTAL	2326.88	1914.48	2371.55	2304.86	2500.46	3091.35	0.00	0.00	0.00	0.00	0.00	0.00	14805.82

\$ VALUE
 National Rate: \$ 52,473.40 \$ 43,171.52 \$ 53,480.71 \$ 51,075.27 \$ 55,355.37 \$ 60,710.17 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 3,327,106.44
 22-14 (2/25/2013)
 Washington State: \$ 62,175.01 \$ 51,154.91 \$ 63,370.40 \$ 61,566.86 \$ 66,812.20 \$ 82,801.14 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 3,387,702.30
 527.09 (2/26/2013)

Licenses Sold at AVHS 2014

	unaltered pet	altered pet	Juvenile Pet under 6 months	senior citizen/alt pet	disabled owner with alt pet	Service Animal	Replace- ment tag	LICENSE SUB TOTAL	Late fee \$15	Late Fee \$20	Late Fees \$30
Jan.	2	23	1	21	1	0	0	48	5		2
Feb.	5	53	0	11	2	2	0	73	1	2	1
Mar.	5	45	2	19	3	0	1	75	1		2
Apr.	7	27	3	9	3	1	0	50	1		
May	7	47	9	17	4	0	2	86	1		
June	4	43	14	23	0	0	1	85	2		
July	3	57	1	11	4	0	1	77	1		
August	6	46	2	21	3	0	0	78	3	0	3
September	3	36	0	17	0	1	1	58	1	1	1
Oct.	9	43	2	13	4	0	0	71	5	0	2
November	6	48	3	12	1	1	0	71	0	0	3
Dec.	2	40	2	7	0	1	0	52	2	0	0
YTD	59	508	39	181	25	6	6	824	23	3	14

Current Month	\$120.00	\$1,200.00	\$30.00	\$105.00	\$0.00	\$0.00	\$0.00	\$1,455.00	\$30.00	\$0.00	\$0.00
YTD	\$3,540.00	\$15,240.00	\$585.00	\$2,715.00	\$375.00	\$0.00	\$30.00	\$22,485.00	\$345.00	\$60.00	\$420.00

Licenses Sold at AVHS 2015

	unaltered pet	altered pet	Juvenile Pet under 6 months	senior citizen/alt pet	disabled owner with alt pet	Service Animal	Replacement tag	Total	Late fees (\$15)	Late fees (\$20)	Late fees (\$30)
Jan.	10	55	0	12	4	1	0	82	4	0	0
Feb.	5	55	0	9	2	1	1	73	0	0	4
Mar.	6	51	0	16	1	1	1	76	2	1	0
April	3	25	0	19	3	1	4	54	1	0	4
May	10	61	2	22	0	0	2	97	1	0	0
June	15	38	3	15	0	0	1	72	0	2	2
July											
August											
September											
October											
November											
December											
YTD	49	285	5	93	10	4	9	454	8	3	10

Current Month	\$900.00	\$1,140.00	\$45.00	\$225.00	\$0.00	\$0.00	\$5.00	\$2,315.00	\$0.00	\$40.00	\$60.00
YTD	\$2,940.00	\$8,550.00	\$75.00	\$1,395.00	\$150.00	\$0.00	\$45.00	\$13,155.00	\$120.00	\$60.00	\$300.00



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6564 - Right-of-Way Vacation No. V4-14 (10 Minute Presentation/10 Minute Q&A)

Date:

July 21, 2015

Department:

CD & PW

Attachments:

[Staff Report](#)
[Exhibits A & B](#)
[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

Hastings 10, LLC has applied to the City for vacation of the right-of-way of the south side of South 318th Street, east of 56th Avenue South, shown on Exhibit "B". The applicant currently owns the adjacent parcel to the south and is proposing to incorporate the right-of-way in the development of the adjacent property.

The application has been reviewed by City staff and utility purveyors who have an interest in this right-of-way. Through this review City staff has determined that the right of way is no longer necessary to meet the needs of the City and could be vacated.

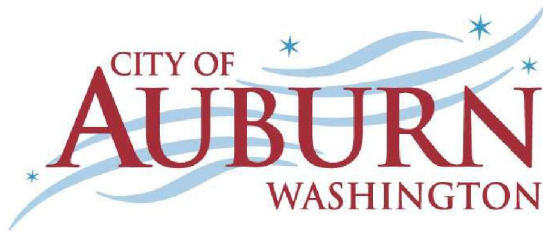
The Public Hearing for this Right-of-Way Vacation is set by Resolution No. 5152 for August 3, 2015 at 7:00 pm. A staff presentation will be provided at the Public Hearing.

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

Snyder

Meeting Date: July 27, 2015

Item Number: DI.D



RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V4-14

Applicant: Hastings 10, LLC

Property Location: Right-of-Way located at the south side of South 318th Street, east of 56th Avenue South.

Description of right-of-way:

This ROW proposed for vacation consists of the south five feet and the east 354.86 feet of South 318th Street, east of 56th Avenue South. The proposed ROW is adjacent to Parcel 926280-0055 on the south side and City right-of-way on the west, north and east sides. The adjacent parcel is owned by the applicant. The proposed area of ROW for vacation is approximately 1,774(+/-) square feet.

The ROW was Quit Claim deeded to King County for street purposes on March 28, 1944. The ROW was annexed into the City of Auburn on January 1, 2008.

See Exhibits "A" and "B" for legal description and survey.

Proposal:

The Applicant proposes that the City vacate the above described right-of-way so that they can include the area in development of the adjoining parcel.

Applicable Policies & Regulations:

- RCW's applicable to this situation - meets requirements of RCW 35.79.
- MUTCD standards - not affected by this proposal.
- City Code or Ordinances - meets requirements of ACC 12.48.
- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

Public Benefit:

- The vacated area may be subject to property taxes.
- The street vacation decreases the Right-of-Way maintenance obligation of the City.

Discussion:

The vacation application was circulated to Puget Sound Energy (PSE), Comcast, CenturyLink, Lakehaven Utility District and City staff.

1. PSE – Comments and clarification of the location of existing facilities in S 318th Street were requested from PSE several times but they have failed to respond with additional information. It appears that PSE's existing facilities are well outside the proposed vacation area and there should be no reason that they can not maintain their facilities from the street without the need for easements. Due to the location of the facilities and PSE's failure to respond with additional information it has been determined that easements over the proposed vacation area are not needed and will not be reserved for PSE facilities.
2. Comcast – Comcast has facilities attached to the PSE poles near the proposed area of vacation but as long as the poles are not impacted by the vacation they do not require an easement.
3. CenturyLink – CenturyLink's existing facilities are located on the north side of S 318th Street and do not require an easement in the proposed vacation area.
4. Lakehaven Utility District – Lakehaven has an existing 6" water main in this segment of S 318th Street that is approximately 7+/- feet north of the ROW centerline. No easement is required in the vacation area as

there is more than sufficient room to stay on the north side of the ROW centerline should work need to be done on the 6" line in S 318th Street.

5. Water – No comments on Auburn Water. This area is served by Lakehaven Utility District.
6. Sewer – Sewer does not need an easement reserved on the proposed vacation area.
7. Storm – Please retain a public drainage easement over the vacation area due to the presence of roadside ditches.
8. Transportation – No comments.
9. Planning – No comments.
10. Fire – No comments
11. Police – No comments.
12. Streets – No comments.
13. Construction –No comments.
14. Innovation and Technology – No comments

Assessed Value:

ACC 12.48 states "The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than \$2,000.00, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city's expense."

RCW 35.79.030 states the vacation "shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated."

The value of the right-of-way was determined to be greater than \$2,000.00 and an appraisal, by an MAI appraiser, of the subject right-of-way was required to be submitted by the applicant. The appraisal was reviewed and found to be acceptable by the City Engineer. The appraisal values the right-of-way in an "as is" condition at \$4,700.00. The right-of-way has been right-of-way for more than 25 years and was acquired through Quit Claim deeded to King County on March 28, 1944 and annexed into the City of Auburn on January 1, 2008.

Recommendation:

Staff recommends that the street vacation be granted subject to the following conditions:

1. A public utility/drainage easement shall be reserved for City of Auburn stormwater facilities along the entire length and width of the vacated ROW.
2. That compensation for the value of the right-of-way be required in the full amount of the appraised value of \$4,700.00 since the right-of-way has been right-of-way for more than 25 years.

EXHIBIT 'A'
RIGHT OF WAY VACATION
DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

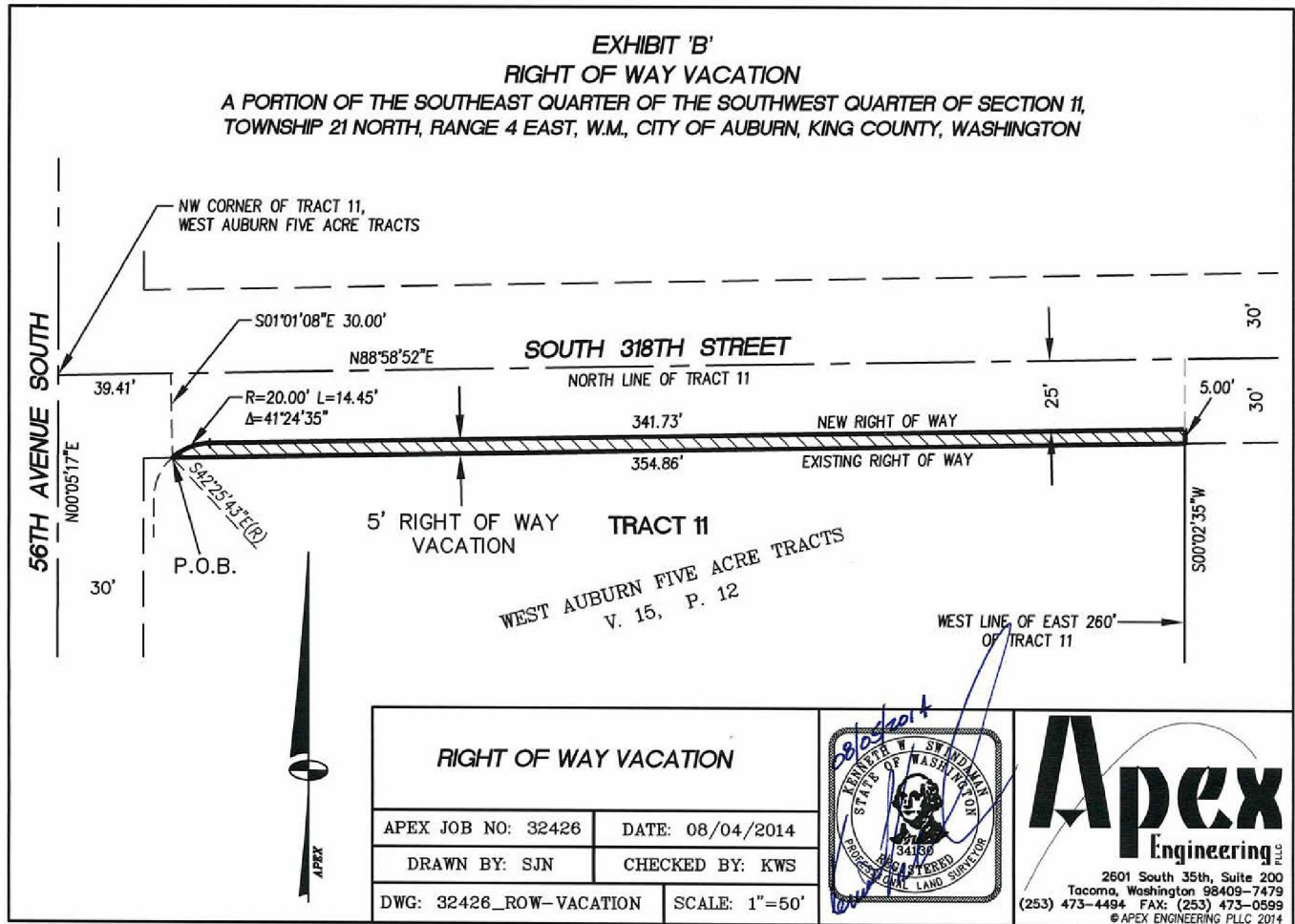
COMMENCING AT THE NORTHWEST CORNER OF TRACT 11 OF WEST AUBURN FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON; THENCE NORTH 88°58'52" EAST, ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 39.41 FEET; THENCE SOUTH 01°01'08" EAST, 30.00 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 42°25'43" EAST A DISTANCE OF 20.00 FEET; THENCE ALONG SAID CURVE NORTHEASTERLY 14.45 FEET THROUGH A CENTRAL ANGLE OF 41°24'35" TO A POINT 25.00 FEET SOUTH OF AFORESAID NORTH LINE AS MEASURED PERPENDICULARLY; THENCE NORTH 88°58'52" EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 341.73 FEET, MORE OR LESS TO THE WEST LINE OF THE EASTERLY 260 FEET OF AFORESAID TRACT 11; THENCE SOUTH 00°02'35" EAST, ALONG SAID WEST LINE, A DISTANCE OF 5.00 FEET TO A POINT 30.00 FEET SOUTH OF AFORESAID NORTH LINE AS MEASURED PERPENDICULARLY AND BEING A POINT ON THE SOUTH LINE OF THAT PORTION OF AFORESAID TRACT 11 CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 3376319; THENCE DEPARTING SAID WEST LINE, SOUTH 88°58'52" WEST, PARALLEL WITH AFORESAID NORTH LINE, A DISTANCE OF 354.86 FEET TO THE **POINT OF BEGINNING**.



KENNETH W. SWINDAMAN, P.L.S.
WASHINGTON STATE REGISTRATION NO. 34130

2601 South 35th Street, Suite 200, Tacoma, Washington 98409
(253) 473-4494 Fax: (253) 473-0599





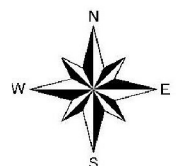
Right-of-Way Vacation #V4-14 Vicinity Map



Printed Date:6/11/2015

Map Created by City of Auburn eGIS

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.





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5154 - Agreement with Ferguson Waterworks for implementation of Contract Number 15-11 for Project CP1317, Meter and Billing System Improvements Project (10 Minute Presentation/20 Minute Q&A)

Date:

July 21, 2015

Department:

CD & PW

Attachments:

[Memorandum RE: Automated Metering Infrastructure, dated July 16, 2015](#)

[Memorandum RE: Mobile Radio Metering Compared to Automated Metering Infrastructure \(AMI\), dated July 20, 2015](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

Staff presented details of the Meter and Billing System Improvement Project at the July 13, 2015 Study Session. Discussion included the Contract for installation of the system, Schedule for Implementation, Financing plan, and Public Education and Communication plan.

The discussion generated several questions and requests for additional information. Staff provided response to Council in memoranda dated July 16 and July 20, 2015 (attached). At the July 20, 2015 Council meeting, Council requested additional information and time to review the project.

At the July 27, 2015 Study Session, Staff will present information regarding:

- Impact of AMI on reducing future water capital spending
- Additional analysis of Operations staff involvement in preparing meter boxes for AMI implementation

In the interests of saving paper, the proposed AMI contract and other materials that were provided at the July 13th Study Session have not been included in this packet.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: July 27, 2015

Item Number: DI.E



Memorandum

To: Mayor Nancy Backus
City Councilmembers

From: Kevin Snyder, AICP, Community Development and Public Works Director

CC: Ingrid Gaub, P.E., City Engineer/Assistant Director of Engineering Services
Susan Fenhaus, Water Utility Engineer
Lisa Tobin, Utilities Engineering Manager
Dani Daskam, City Clerk
Tamie Bothell, Executive Assistant to the Mayor

Date: July 16, 2015

Re: Automated Metering Infrastructure (AMI)

At the City Council's July 13, 2015 Study Session on the Meter and Billing System Improvement Project (Automated Metering Infrastructure), the Council requested additional information on the topics listed below (in bold and italics). A summary of City staff's responses in a matrix format are presented on the following table. Additional explanation for each of the topics is included after the table.

Should Councilmembers have any additional questions or comments prior to the July 20 City Council meeting, please email Mayor Backus and cc: Kevin Snyder so that staff can assemble the appropriate response prior to the meeting.

Topic	Existing Manually-Read Meter Reading System	Proposed AMI Meter Reading System
<i>Provide additional information on the cost/benefit analysis of the AMI project</i>		
Capital cost assumptions	Replace meters older than 20 years (currently 25%) Vehicle replacement for 1.5-1.9 FTEs No new capital costs for meter infrastructure	Replace all meters Vehicle replacement for 0.1 FTEs New capital costs for AMI infrastructure
Operating cost assumptions	Labor – 1.5 FTEs, increasing to 1.9 FTEs during 20-year life cycle cost analysis Vehicle fuel costs based on FTEs Replace meter reading equipment every 5 years	Labor – 0.1 FTE during 20-year life cycle cost analysis Vehicle fuel costs based on FTEs No replacement cost within 20-year period
Net present value	\$8.6 million	\$9.3 million
Non-monetized factors	Need for increased meter reading staff over 20 years Meter reading subject to potential inaccuracies Data for water supply analysis, conservation, and leak detection available only every 2 months	Former meter reading staff fulfill other staff needs More accurate readings of actual water use Real-time water use data promotes more efficient water production, supports conservation, and detects leaks quickly
<i>Compare the annual costs of meter reading under the current system (Scenario 0) and under the AMI system (Scenario 7)</i>		
Annual Costs	\$5.0 million (20-year net present value)	\$3.3 million (20-year net present value)
<i>Provide City staff costs associated with AMI implementation</i>		
Estimated Staff Costs	n/a	2015 – 1 FTE (\$90,000) 2016 – 2.8 FTE (\$251,000) 2017 – 3.8 FTE (\$404,000) No additional staff needs
<i>Will AMI delay the need for additional water supply projects?</i>		
	n/a	Potential for reduced water demands. Real-time data will be used to evaluate
<i>Why can't the Customer Access Portal on the Internet be implemented sooner?</i>		
	n/a	Partial implementation as customer meters are converted may cause confusion with existing customer access to monthly water use data

Additional information about the topics summarized in the matrix table above is presented below.

Provide additional information on the cost/benefit analysis of the AML project.

In 2013, the City's consultant, HDR, prepared a study that compared 7 scenarios involving different types of automated meter reading technologies to the City's current manually-read meter reading system (Scenario 0). This study included a cost/benefit analysis of the eight scenarios (0-7) over a 20-year planning horizon^a.

The Scenarios were defined as follows:

- 0 - Auburn's existing manually-read water meter system
- 1 - Drive-by reading of retrofitted existing meters
- 2 - "Standard" radio system with retrofitted existing meters
- 3 - "High power" radio system with retrofitted existing meters (fewer antenna required than a standard radio system)
- 4 - Mesh radio system (data transmitted from meter to meter) with retrofitted existing meters
- 5 - Valley-only AML system, with manual read continuing in rest of City
- 6 - Standard radio system with all new meters
- 7 - High power radio system with all new meters

At the Committee of the Whole meeting in June 2014, the City Council concurred with staff's recommendation to further evaluate the Sensus Flexnet AML system (Scenario 7) for potential implementation. Following negotiation of a draft contract with a detailed scope of work and pricing matrix with Ferguson WaterWorks (the local Sensus representative), HDR revised the cost/benefit analysis with Ferguson's contract costs for Scenario 7^b.

The key parameters analyzed in the cost/benefit analysis for Scenario 0 (current manual system) and for Scenario 7 (AML system) are summarized below:

Capital costs

- Meter replacement – Scenario 0 included all meters being replaced as they reach 20 years of age (25% are already older than 20 years). Scenario 7 included all meters being replaced as part of implementation.
- New meter installation – Both options included estimates of new customers being added through the implementation period
- Vehicles – One vehicle per full-time equivalent (FTE) meter reader was assumed, replaced every 6 years. Scenario 7 requires much less meter-related labor than Scenario, dramatically reducing vehicle capital costs for Scenario 7.
- AML components – Scenario 0 did not include these costs. Scenario 7 included costs for programming, software, training, collectors, antennae, and other AML infrastructure.

^aSource: Section 4.0 of "City of Auburn, Draft Water Utility Meter and Billing System Improvements", August 28, 2013, HDR.

^bSource: Memorandum from Jeff Hansen, HDR to Susan Fenhaus and Lisa Tobin, City of Auburn, "Water Utility Meter and Billing System Improvements Project", July 8, 2015.

Operating Costs

- Meter reader staff labor – Scenario 0 included 1.5 meter reader FTE based on tasks specifically related to meter reading (2 meter readers for 3-4 days per week), increasing to 1.9 FTE within the 20-year planning period due to the projected increase in number of customers. The number of meter reader FTEs was reduced to 0.1 FTE in Scenario 7 during the 20-year planning period and reflected the reduced labor requirements for an automated meter system.
- Fuel costs – Both scenarios included fuel costs and were based on the number of FTEs.

Additional Economic Model Assumptions

- Escalation factors – Inflation was included in the costs evaluated for each scenario (salary 3%, fuel 8%, vehicle maintenance 3%, vehicle cost 3.5%, meter 3%).
- Discount rate to calculate present value (PV) was 6%.
- Manual meter reading equipment (Scenario 0) was assumed to have a usable service life of 5 years.
- Capital costs for the primary AMI equipment components occurred only once in the 20-year planning period.

A hardcopy of HDR's report is available for review on the counter by the Councilmembers' mailboxes in City Hall.

The results indicate that the 20-year net present value of the two scenarios is comparable: \$8.6 million for the existing manually-read system (Scenario 0) and \$9.3 million for the Sensus Flexnet system (Scenario 7).

As HDR noted in their memorandum,

"This finding is consistent with what many other utilities have observed in their own AMI system implementation. Full system-wide deployment of AMI rarely results in a payback significantly less than 20 years, due to the substantial upfront capital investment. However, the operational cost savings over the life of the system (associated with fewer meter reading costs) typically essentially offsets this capital outlay. It is this finding, coupled with the other non-monetized benefits of AMI (e.g., increased water consumption data to support customer service activities, proactively identify leaks, and evaluate water usage trends) that often drives utilities to implementation of AMI."

HDR's study included a qualitative assessment of these non-monetized factors:

- Freeing up of staff resources – Through the AMI implementation process, the meter reading requirements will gradually reduce and allow the staff resources to be utilized for other areas of need which could include readying the remaining meter boxes for AMI installation; responding to customer requests regarding leaks, pressure, or water quality; performing water main flushing or water sampling; providing utility locating services; installing new meters; and repairing damaged meters. These additional staff resources will delay the need for future staff increases as Auburn's customer base continues to grow, and would free up more experienced staff for other water utility duties.

- Meter reliability and read accuracy – Increased meter reliability will enable the City to recoup its costs for water actually delivered to its customers, and will reduce staff time for resolving inaccurate readings.
- Data availability for water supply analysis – Currently, water usage data lags behind water production data by two months (time between meter reading cycles). Water personnel must make operating decisions to increase or decrease supply in a reactive mode to declining reservoir levels or diminished pressure. With real-time water use data, Water personnel can be proactive to match the water produced with the current demands.
- Support of conservation activities and leak adjustment processes – Customers can monitor their water use to achieve desirable or required conservation goals, and can identify leaks more quickly (saves money and water).
- Billing process efficiency – Current process involves generating and analyzing meter reading reports; these processes would be automated with AMI, freeing up time for customer service representatives to perform other customer service tasks.
- Meter reader safety – Meters that are located in difficult access and high traffic locations pose safety risks to meter readers.
- Public perception of technology – There is a general public perception that manual meter reading is less accurate than a more automated approach.
- Environmental impact – Elimination of manual meter reading will reduce fuel use and vehicle emissions.

Compare the annual costs of meter reading under the current system (Scenario 0) and under the AMI system (Scenario 7)

From HDR's memorandum, the 20-year net present value (PV) of the operating costs of the existing system is \$5.0 million, while the net PV of the AMI system is \$3.3 million. As noted above, the current meter readers will be re-assigned to other water utility tasks, deferring the need for increased staff to complete current work requirements.

Provide City staff costs associated with AMI implementation

The estimated labor costs for City staff members involved in the AMI implementation from 2015-2017 are summarized below. Note that these labor costs are already included in each department's 2015-2016 budget and will not be charged to the AMI project.

Department	2015		2016		2017	
	FTEs	\$	FTEs	\$	FTEs	\$
Finance	0.04	\$6,000	0.04	\$6,000	0.04	\$6,000
Customer Service	0.38	\$40,000	1.00	\$100,000	1.00	\$100,000
Innovation & Technology	0.34	\$20,000	0.07	\$7,000	0.10	\$11,000
Water Maintenance & Operation	0.09	\$7,000	1.55	\$130,000	2.51	\$275,000
Water Utility Engineering	0.15	\$17,000	0.09	\$8,000	0.12	\$12,000
TOTAL	1.00	\$90,000	2.75	\$251,000	3.77	\$404,000

Will AMI delay the need for additional water supply projects?

There is the potential for reduced water demands as customers begin to better manage their water usage. This could result in a reduction in the capital expenditures over each planning cycle, but the exact numbers are difficult to estimate until actual reduction in use is achieved. The AMI system will also provide staff with the real-time data that is not currently available to analyze daily peak water use for water supply planning.

Why can't the Customer Access Portal on the Internet be implemented sooner?

Currently, customers have access to monthly data online. Implementation of a Customer Access Portal for only a portion of our customers as the AMI system is implemented over a 2-year period may cause confusion as to which system a customer should use to access their data.

Staff recommends fully implementing and integrating the Sensus system into the City's business and billing processes before initiating the Customer Access Portal. Part of the future Public Information Program will include publicizing the availability of the Portal to encourage widespread customer use. To insure the system meets our customers needs, staff recommends that it be fully operational and tested before opening up the access to the customer. As the City Council suggested, a small group of customers could be selected to help define and test the system before it goes "live".



Memorandum

To: Mayor Nancy Backus
City Councilmembers

From: Kevin Snyder, AICP, Community Development and Public Works Director

CC: Ingrid Gaub, P.E., City Engineer/Assistant Director of Engineering Services
Susan Fenhaus, Water Utility Engineer
Lisa Tobin, Utilities Engineering Manager
Dani Daskam, City Clerk
Tamie Bothell, Executive Assistant to the Mayor

Date: July 20, 2015

Re: Mobile Radio Metering Compared to Automated Metering Infrastructure (AMI)

In response to City staff's memorandum dated July 16, 2015, the Council requested the following additional information comparing the City's partially-implemented mobile radio read system with the proposed AMI system (the questions are shown in bold and italics).

Approximately 40% of the City's water meters are read via a mobile radio read system using a Badger Model CE transmitter. Why wasn't this information presented at the last study session?

At the June 2014 Committee of the Whole (COW) meeting, City staff presented potential AMI options for the Council's consideration, including the fact that the City's existing meter reading system was 60% manual and 40% mobile radio. Staff discussed the inefficiencies involved with processing the meter reading data for use in the Springbrook customer billing system, and showed that the operating costs for an AMI system were less than for the mobile radio read system. The Council authorized staff to continue to investigate AMI.

Would it be cheaper to convert the other 60% to the current Badger Model CE transmitter?

HDR's Scenario 1 (completion of the remaining 60% of the partially-implemented radio read Badger system using the Orion CE transmitter) has a 20-year present value slightly less (\$8.9 million) than that of Scenario 7, the AMI system (\$9.3 million). However, staff does not recommend continuing to utilize the Badger radio read system. After the City began installing the Badger radio read meters in 2004, Staff found that the batteries in the Badger units failed after 5

years, requiring replacement of the entire meter at the City's cost. The City received very poor customer support from Badger to resolve these battery problems and other issues that arose. The City suspended installation of the Badger mobile radio read system in 2012, pending completion of the HDR report on AMI alternatives and further direction from Council.

HDR's report states that a single meter reader can read 5000 - 10,000 of these units in a day; in other words a single meter reader at the low end could read the whole city in three days. City staff could acquire the data needed for analysis because of the short time to read the meters.

Using a mobile radio read system, the meter readers would routinely collect readings only once per billing cycle, which would only provide a snapshot of water usage and would not provide information about water usage by all customers during a specific day that is needed for water supply analysis. AMI obtains readings of the water being used by all customers during any given period, allowing Water Operations staff to use these data to proactively tailor its water supply strategies to meet the current demand.

Reviewing "Qualitative Analysis Summary" every criterion for mobile radio read was positive except Utility "Visibility" to Customer which was negative; however for AMI it was rated Strongly Negative.

Utility "visibility" refers to maintaining a visible presence in the community while City staff are collecting meter readings. Currently, the meter readers rarely have any interaction with customers during their meter reading rounds. With a mobile read system, the community may observe a City vehicle driving by; with the AMI system, meter readers would not routinely be seen. However, the AMI system would enable the meter readers to perform more focused customer service activities, including assistance with leak detection, responding to water quality or water pressure concerns, and assisting with maintenance of the water system.

What are the options, costs and benefits of the mobile radio read system, as compared to the AMI system that is proposed?

The following comparison of the mobile radio read system and the AMI system is summarized from HDR's "City of Auburn, Draft Water Utility Meter and Billing System Improvements", August 28, 2013.

Topic	Mobile Radio-Read Meter System (Scenario 1)	AMI Meter Reading System (Scenario 7)
Options	Replace 60% of existing meters with Badger Recordall meters and Orion CE transmitters	Replace existing meters with Sensus iPerl, retrofit 55 existing large commercial Badger meters with new Sensus register and radio. New meters installed since Fall 2014 are Sensus iPerls (will only need to install the radio for AMI implementation)
20-year Net Present Value	\$8.9 million	\$9.3 million
Comparison of Parameters		
Meter reading labor	0.2 FTE	0.1 FTE
Operating Costs	\$3.4 million (20-year net present value)	\$3.3 million (20-year net present value)
Customer service processing meter reading data into Springbrook billing system	3-6 hours per day	<1 hour per day
Leak detection	Same as manual system (once per billing cycle)	Daily
Remote shutoff	Not available, requires field visit	Integral with iPerl, no field visit required
Tamper and theft of service	Identified at next meter reading	Identified same day
Customize reading/billing dates	Account must stay within designated billing cycle	Complete flexibility to establish billing cycle to meet account needs
Re-read due to billing dispute	Requires field visit	No field visit required
Consumption profiles for high bill investigations	Available up to last meter reading	Daily information available
Monitoring for compliance with watering restrictions and conservation goals	Requires special reading	Able to monitor remotely
Support for unaccounted-for water studies, hydraulic modeling, cost of service rate modeling, resource planning	Information based on frequency of meter reading	Daily, detailed data available



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5158 - Amending the 2016-2021 Transportation Improvement Program (5 Minute Presentation/5 Minute Q&A)

Date:

July 21, 2015

Department:

CD & PW

Attachments:

[Existing TIP #69](#)

[Proposed Modified TIP #69](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

The purpose of this discussion item is to review Staff's proposed modification to the 2016-2021 Transportation Improvement Program (TIP) to update a project for which the City was awarded \$200,000.00 in design phase funding on June 22, 2015, by the State Pedestrian and Bicycle Safety Grant Program. The project is required to be in the City's TIP consistent with the award in order to obligate the grant funds and proceed with the project.

TIP#69, 22nd & I St NE Intersection, was originally programmed in the 2015-2020 TIP after review and consideration by the Public Works and the Planning & Community Development Committees. There was a subsequent update with the 2016-2021 TIP adoption on June 15, 2015, and is proposed to be modified now to reflect the secured grant award.

Both project name and description were revised to be consistent with the grant agency requirements.

A Public Hearing and a Resolution for adoption of the proposed modifications are currently scheduled for the August 3rd City Council meeting.

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

Snyder

Meeting Date: July 27, 2015

Item Number: DI.F

Existing TIP #69

City of Auburn Transportation Improvement Program

Six Year Transportation Improvement Plan

TIP# 69

ARTERIAL STREET FUND (102)

Project Title: **I Street NE & 22nd Street NE Roundabout Safety Improvement**
 Project No: **cpxxxx**
 Project Type: **Capacity (Safety)**
 Project Manager: **TBD**

STIP# AUB-N/A

LOS Corridor ID# 21

Description:

This project includes the design and construction of a roundabout at the 22nd Street NE intersection with I Street NE. This is currently a all-way stop controlled intersection.

Progress Summary:

Preliminary Design was initiated in 2015. Final design and construction are dependant on securing full funding.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	2015 YE		Budget			Forecast Project Cost				Total Project Cost
	Prior to 2015	Estimate	2016	2017	2018	2019	2020	2021	Beyond 2021	
Funding Sources:										
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	100,000	940,000	-	-	-	-	1,040,000
Traffic Impact Fees	-	50,000	50,000	50,000	235,000	-	-	-	-	385,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	50,000	50,000	150,000	1,175,000	-	-	-	-	1,425,000
Capital Expenditures:										
Design	-	50,000	50,000	150,000	-	-	-	-	-	250,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	1,175,000	-	-	-	-	1,175,000
Total Expenditures:	-	50,000	50,000	150,000	1,175,000	-	-	-	-	1,425,000

Proposed Modified TIP #69
City of Auburn Transportation Improvement Program

Six Year Transportation Improvement Plan

TIP# 69

ARTERIAL STREET FUND (102)

Project Title: **22nd Street NE & I Street NE intersection**
 Project No: **CP1513**
 Project Type: **Capacity (Safety)**
 Project Manager: **TBD**

STIP# AUB-xx

LOS Corridor ID# 21

Description:

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

Progress Summary:

State grant was awarded for design in 2015. Construction phase is dependant on securing future grants or other local funding.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	2015 YE	Budget				Forecast Project Cost				Total Project Cost
	Prior to 2015	Estimate	2016	2017	2018	2019	2020	2021	Beyond 2021	
Funding Sources:										
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Secured State Grant	-	160,000	40,000	-	-	-	-	-	-	200,000
Unsecured Grant	-	-	-	940,000	-	-	-	-	-	940,000
Traffic Impact Fees	-	40,000	15,000	235,000	-	-	-	-	-	290,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	200,000	55,000	1,175,000	-	-	-	-	-	1,430,000
Capital Expenditures:										
Pre-Design	-	5,000	-	-	-	-	-	-	-	5,000
Design	-	195,000	55,000	-	-	-	-	-	-	250,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	1,175,000	-	-	-	-	-	1,175,000
Total Expenditures:	-	200,000	55,000	1,175,000	-	-	-	-	-	1,430,000



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5159 - WRIA 9 Interlocal Agreement (10 Minute Presentation/10 Minutet Q&A

Date:

July 22, 2015

Department:

Community Development &
Public Works

Attachments:

[Resolution No. 5159](#)
[Exhibit A](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

RCW 39.34 authorizes cities and counties to enter into interlocal agreements, as necessary, to work together on issues requiring joint action of parties. Since 2000, the City of Auburn has been entering into interlocal agreements or amendments or extensions thereto for participation in Water Resource Inventory Area (WRIA) 9 for the purposes described therein, more specifically authorized through the approvals of Resolution Nos. 3276 (November 6, 2000), 3376 (August 6, 2001), 3921 (October 17, 2005) and 4118 (December 4, 2006). The current WRIA 9 ILA expires on December 31, 2015. At its meeting on May 14, 2015, the WRIA 9 Watershed Ecosystem Forum (WEF) unanimously approved a final WRIA 9 ILA for 2016 – 2025 for consideration by each WRIA 9 city and county.

Please find attached Resolution No. 5159 that would give the Mayor the authority to execute the 2016-2025 ILA. Please also find attached the 2016-2025 ILA.

The City's continued participation in the WRIA 9 interlocal agreement affords the City the opportunity to address shared interests in and responsibilities with neighboring jurisdictions pertaining to long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds. More specifically, since 2001, the seventeen (17) local governments in the WRIA 9 interlocal agreement have interacted in a forum of local governments that has provided a mechanism and governance structure for the joint funding, development, review, and approval of the WRIA 9 Salmon Habitat Plan, Making Our Watershed Fit for a King The Salmon Habitat Plan is the blueprint for meeting the requirements of the federal Endangered Species Act and recovering the Threatened Green River Chinook salmon population. As documented in the WRIA 9

Implementation Progress Report (March 2015), \$137 million in capital funding has been obtained to implement the Salmon Habitat Plan.

The cost-share of the City's participation in WRIA 9 is identified in the 2016-2025 interlocal agreement. It identifies a 2016 cost-share of \$22,686.00 that has been previously appropriated by the City Council in its approval of the City of Auburn 2015-2016 Biennial Budget. Future costs for the City's participation for the years 2017-2015 will need be addressed through the City Council's approval of biennial City budgets.

The ILA has been reviewed and informed by several ILA Parties over the course of its development, including by the WRIA 9 Management Committee and WEF, and the King County Prosecuting Attorney provided legal review. Community Development and Public Works Department have reviewed the ILA to insure conformity and consistency with applicable City goals and policies and have recommended to Mayor Backus its review at the City Council's July 27, 2015 study session and placement on the Council's August, 2015 regular meeting agenda for possible action. In addition, the City Attorney's Office has reviewed and approved the ILA.

Reviewed by Council Committees:

Other: Legal, Planning

Councilmember:

Staff: Snyder

Meeting Date: July 27, 2015

Item Number: DI.G

RESOLUTION NO. 5 1 5 9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT (ILA) AMONG THE PARTICIPATING JURISDICTIONS WITHIN THE GREEN RIVER, DUWAMISH RIVER AND CENTRAL PUGET SOUNDS WATERSHEDS WITHIN THE GEOGRAPHIC PLANNING AREA OF WATER RESOURCE INVENTORY AREA (WRIA) 9

WHEREAS, RCW 39.34 authorizes cities and counties to enter into interlocal agreements, as necessary, to work together on issues requiring joint action of parties; and

WHEREAS, since 2000, the City of Auburn has been entering into interlocal agreements or amendments or extensions thereto for participation in WRIA 9 for the purposes described therein, more specifically authorized through the approvals of Resolution Nos. 3276 (November 6, 2000), 3376 (August 6, 2001), 3921 (October 17, 2005) and 4118 (December 4, 2006); and,

WHEREAS, the current WRIA 9 ILA expires on December 31, 2015; and,

WHEREAS, at its meeting on May 14, 2015, the WRIA 9 Watershed Ecosystem Forum (WEF) unanimously approved a final WRIA 9 ILA for 2016 – 2025 for consideration by each WRIA 9 city and county; and,

WHEREAS, the City of Auburn wishes to continue participating with neighboring jurisdictions on matters beneficial to the Green River, Duwamish River and Central Puget Sound Watersheds, particularly within the geographic planning area of Water Resource Inventory Area 9 (which includes portions of Water Resource Inventory Areas 8, 10 and 15); and,

WHEREAS, through its continued participation in the ILA attached hereto, the City of Auburn will address shared interests in and responsibilities with neighboring jurisdictions pertaining to long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds through collectively providing for planning, funding and implementation of various activities and projects therein; and,

WHEREAS, the cost-share of the City's participation in WRIA 9 is identified in the 2016-2015 interlocal agreement attached hereto with a 2016 cost-share of \$22,686.00 that has been previously appropriated by the City Council in its approval of the City of Auburn 2015-2016 Biennial Budget; and,

WHEREAS, future costs for the City's participation for the years 2017-2015 will be addressed through the City Council's future approval of biennial City budgets.

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

Section 1. That the Mayor is hereby authorized to execute a new interlocal agreement (ILA) between the City and the other participating jurisdictions within the WRIA 9 (Green/Duwamish and Central Puget Sound basin) in a form in substantial compliance with the agreement attached hereto as Exhibit "A" and the Mayor is further authorized to negotiate the amounts of future year contributions on behalf of the City during the term of the ILA.

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

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

Dated and Signed this _____ day of _____, 2015.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

INTERLOCAL AGREEMENT

For the Green River, Duwamish River, and Central Puget Sound Watersheds
within the geographic planning area of Water Resource Inventory Area 9 (which
includes portions of Water Resource Inventory Areas 8, 10, and 15)

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this Agreement that are located in King County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

WHEREAS, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and since amended ("***Salmon Habitat Plan***"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the Parties took formal action in 2005 and 2006 to ratify the ***Salmon Habitat Plan***, and

WHEREAS, the Parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 in implementing the ***Salmon Habitat Plan***; and

WHEREAS, the Parties have demonstrated in the ***Salmon Habitat Plan*** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; and

WHEREAS, the Parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

WHEREAS, the Parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore habitat; and

WHEREAS, the Parties wish to monitor and evaluate implementation of the **Salmon Habitat Plan** through adaptive management; and

WHEREAS, the Parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

WHEREAS, the Parties have a strong interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the **Salmon Habitat Plan**; and

WHEREAS, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound to health and sustain that health by 2020; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the **Salmon Habitat Plan**; and

WHEREAS, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and

WHEREAS, the Parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently; and

WHEREAS, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **ELIGIBLE COUNTY AND CITY GOVERNMENTS:** The local governments eligible for participation in this Agreement as parties are King County, and the Cities of Algonia, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any newly incorporated city that lies fully or partially within the boundaries of WRIA 9.
 - 1.2 **WRIA 9 ILA PARTIES:** The *Parties to the WRIA 9 Interlocal Agreement* are the Parties who sign this Agreement and are the Parties responsible for implementing this

Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the **WRIA 9 Watershed Ecosystem Forum**.

- 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The **WRIA 9 Watershed Ecosystem Forum** referred to herein is the cooperative body comprised of the designated representatives of the **WRIA 9 ILA Parties** and a balance of **Stakeholder** representatives and any other persons who are deemed by the Parties to this Agreement to be appropriate members for the implementation of the **Salmon Habitat Plan**. The **WRIA 9 Watershed Ecosystem Forum** shall be an advisory body responsible for making recommendations for implementing the **Salmon Habitat Plan** including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The **Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (2005 Salmon Habitat Plan or Salmon Habitat Plan)** is the plan developed by the **WRIA 9 Watershed Ecosystem Forum** and ratified by all of the parties to an interlocal agreement for its development and implementation. The **Salmon Habitat Plan** recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The **Salmon Habitat Plan** may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the **Salmon Habitat Plan**. Efforts under the **Salmon Habitat Plan** are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The **Salmon Habitat Plan** constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The **Management Committee** as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the **Management Committee** are chosen by the **WRIA 9 ILA Parties**, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the **WRIA 9 ILA Parties'** behalf.
- 1.6 **SERVICE PROVIDER:** The **Service Provider**, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the **WRIA 9 ILA Parties**, in exchange for payment. The **Service Provider** may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government which performs all accounting services for the **WRIA 9 ILA Parties** as it may require, in accordance with the requirements of Chapter 39.34 RCW.

- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the ***Salmon Habitat Plan***, and may include but is not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism to protect and restore the ecological health of the Green/Duwamish Rivers and Central Puget Sound Watersheds.
 - 2.2 To provide a mechanism, through an annually agreed upon work plan, for implementing and coordinating local efforts to address issues with watershed-wide or basin implications, including but not limited to flood hazard reduction, floodplain management, surface and groundwater quality, water quantity, and habitat.
 - 2.3 To provide information for ***WRIA 9 ILA Parties*** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
 - 2.4 To provide a mechanism and governance and funding structures for jointly implementing the ***Salmon Habitat Plan***.
 - 2.5 To develop and take actions on key issues during the implementation of the ***Salmon Habitat Plan***.
 - 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
 - 2.7 To provide a venue for the ongoing participation of citizens and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act listed species response efforts by local governments and in accordance with ***the Salmon Habitat Plan***.
 - 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the ***Salmon Habitat Plan***.
 - 2.9 To provide a mechanism for implementing other multiple benefit habitat, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the ***WRIA 9 ILA Parties*** and ***Watershed Ecosystem Forum***.
 - 2.10 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
 - 2.11 To annually recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.

- 2.12 To provide a framework for cooperating and coordinating among the Parties on issues relating to WRIA 9 to meet the requirement of a commitment by any Party to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such Party to this Agreement.
- 2.13 To provide a mechanism to approve and support, through resources and funding from grant sources or other means, implementation of restoration and protection projects and programs.
- 2.14 To provide a mechanism for on-going monitoring and adaptive management of the ***Salmon Habitat Plan*** as defined in the Plan and agreed to by the ***WRIA 9 ILA Parties*** and ***Watershed Ecosystem Forum***.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or water quality policy bodies including the Regional Water Quality Committee.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing with such extension being effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those Parties executing the extension.
- 4. **ORGANIZATION AND MEMBERSHIP.** The Parties to this Agreement serve as the formal governance structure for carrying out the purposes of this Agreement.
 - 4.1 Each Party to this Agreement except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the ***WRIA 9 Watershed Ecosystem Forum***. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position.
 - 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the ***WRIA 9 Watershed Ecosystem Forum***, the appointed representatives of the ***WRIA 9 ILA Parties*** shall meet and choose from among its members, according to the

provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the **WRIA 9 ILA Parties**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as the executive subcommittee of the **WRIA 9 ILA Parties**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **WRIA 9 ILA Parties** for action, consistent with other subsections of this section. The appointed representatives of the **WRIA 9 ILA Parties** shall consider new appointments or reappointments to the **Management Committee** every two years following its initial appointments.

- 4.3 The services cost-shared under this agreement shall be provided to the **WRIA 9 ILA Parties and the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **WRIA 9 ILA Parties**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 A subset of the Parties to this Agreement may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.3 herein.

4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, which shall set out the expectations for the additional services to be provided to the subset of the Parties to this Agreement.

- 4.4 The **WRIA 9 ILA Parties** by September 1 of each year shall establish and approve an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the

WRIA 9 Management Committee. Individual Party cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such Party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the Management Committee, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other Parties.

4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the Parties that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those Parties purchasing the additional services.

4.5 The **WRIA 9 ILA Parties** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The **WRIA 9 ILA Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.

4.6 The **WRIA 9 ILA Parties** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.

4.7 The Parties to the **WRIA 9 Interlocal Agreement** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.

4.8 The **WRIA 9 ILA Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The **WRIA 9 ILA Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 Decisions shall be made using a consensus model as much as possible. Each Party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the Parties. If unanimous

agreement of members cannot be reached then the Parties to this agreement may reach consensus by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.

5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the Parties to the **WRIA 9 Interlocal Agreement**, the **WRIA 9 ILA Parties** shall take action on a dual-majority basis, as follows:

5.2.1 Each Party, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 9** action.

5.2.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.4 herein in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the Parties to this Agreement and by a majority of the weighted votes of the Parties to this Agreement.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The **Salmon Habitat Plan** shall be implemented consistent with the following:

6.1 The **WRIA 9 Watershed Ecosystem Forum** shall provide information to the **WRIA 9 ILA Parties** regarding progress in achieving the goals and objectives of the **Salmon Habitat Plan**. Recommendations of the **WRIA 9 Watershed Ecosystem Forum** are to be consistent with the purposes of this Agreement. The **WRIA 9 ILA Parties** may authorize additional advisory bodies to the **WRIA 9 Watershed Ecosystem Forum** such as a technical committee and adaptive management work group. The **Watershed Ecosystem Forum** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the **WRIA 9 ILA Parties**.

6.2 The **WRIA 9 ILA Parties** shall act to approve or remand any substantive changes to the **Salmon Habitat Plan** based upon recommendations by the **WRIA 9 Watershed Ecosystem Forum** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the **Salmon Habitat Plan** changes are not so approved, the recommended changes shall be returned to the **WRIA 9 Watershed Ecosystem Forum** for further consideration and amendment and thereafter returned to the **WRIA 9 ILA Parties** for decision.

6.3 The **WRIA 9 ILA Parties** shall determine when ratification is needed of substantive changes to the **Salmon Habitat Plan**. The changes shall be referred to the Parties for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or

ordinance of the local government's legislative body, by at least five Parties representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

- 6.4 Upon remand for consideration of any portion or all of the changes to the **Salmon Habitat Plan** by any regional, state or federal agency, the **WRIA 9 ILA Parties** shall undertake a review for consideration of the remanded changes to the plan. The **WRIA 9 ILA Parties** may include further referral to the **WRIA 9 Watershed Ecosystem Forum** for recommendation or amendments thereto.
- 6.5 The Parties agree that any changes to the **Salmon Habitat Plan** shall not be forwarded separately by any Party to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **WRIA 9 ILA Parties** under this Agreement, including all such obligations related to the **WRIA 9 ILA Parties** and **WRIA 9 Watershed Ecosystem Forum** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 7.2 The maximum funding responsibilities imposed upon the parties during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than September 1 of each year of this Agreement, the **WRIA 9 ILA Parties** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. Parties may elect to secure grant funding to meet their individual obligations.
- 7.4 Funds collected from the Parties or other sources on behalf of the **WRIA 9 ILA Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 9 ILA Parties** pursuant to rules and procedures established and agreed to by the **WRIA 9 ILA Parties**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.

- 7.5 Any Party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** A county or city government in King County lying wholly or partially within the management area of or with a major interest in WRIA 9 which has not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the Parties to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the **WRIA 9 ILA Parties** shall not apply to this section. The Parties of the Agreement and any governments seeking to become a Party shall jointly determine the terms and conditions under which a government may become a new Party. The terms and conditions shall include payment of an amount by the new Party to the **WRIA 9 Fiscal Agent**. The amount of payment is determined jointly by the existing **WRIA 9 ILA Parties** and the new Party. The payment of the new Party is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 9 ILA Parties** as of the date the government becomes a new Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties.
9. **TERMINATION.**
- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating Party, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. It is possible that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to only meet their respective share of the obligations of the **WRIA 9 ILA Parties** as reflected in the annual budget. The shares of any terminating Party shall not be the obligation of any of the Parties not choosing to exercise the right of termination.
- 9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the Parties. In the event this Agreement is terminated all unexpended funds shall be refunded to the Parties pro rata based on each Party's cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing Party if such Party can be identified, and if the Party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other

Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 9 herein.

11. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.
12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the *Salmon Habitat Plan*.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the ***WRIA 9 ILA Parties*** or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

CITY OF ALGONA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF AUBURN:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BLACK DIAMOND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BURIEN:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF COVINGTON:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF DES MOINES:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF ENUMCLAW:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF FEDERAL WAY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

KING COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MAPLE VALLEY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF NORMANDY PARK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF RENTON:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SEATAC:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SEATTLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF TACOMA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF TUKWILA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

WRIA Based Cost Share: WRIA 9

Regional Watershed Funding

For 2016

Total: \$424,320

Note: Beginning with the 2017 cost shares, jurisdictional area, population, and assessed value are to be recalculated every three years or if there is a significant annexation per the WRIA 9 interlocal agreement for 2016-2025.

Watershed Ecosystem Forum Approved May 14, 2015

WRIA 9 Jurisdiction	Population (Pop) %	Adjusted Pop	Assessed Value (AV) %	Adjusted AV	Area %	Adjusted Acres	Cost-Share Amount (Average of Pop, AV, Area)*	WRIA 9 Jurisdiction
1 Algona*	0.23%	1,543	0.19%	\$197,378,600	0.16%	363.06	\$784	1 Algona
2 Auburn*	6.06%	40,956	5.06%	\$5,318,451,800	5.67%	12,550.28	\$22,686	2 Auburn
3 Black Diamond	0.61%	4,120	0.57%	\$595,345,385	1.95%	4,308.20	\$4,219	3 Black Diamond
4 Burien	6.51%	44,006	5.10%	\$5,356,038,587	2.86%	6,340.17	\$19,554	4 Burien
5 Covington	2.54%	17,190	1.86%	\$1,954,508,239	1.70%	3,773.03	\$8,252	5 Covington
6 Des Moines	4.30%	29,090	2.66%	\$2,792,105,100	1.78%	3,951.55	\$11,817	6 Des Moines
7 Enumclaw*	0.65%	4,366	0.55%	\$573,979,500	0.62%	1,380.31	\$2,453	7 Enumclaw
8 Federal Way*	9.01%	60,918	5.06%	\$5,316,134,126	3.63%	8,048.27	\$23,925	8 Federal Way
9 Kent*	16.35%	110,605	12.06%	\$12,671,122,513	9.84%	21,781.73	\$51,698	9 Kent
10 King County*	15.04%	101,701	10.66%	\$11,206,469,402	53.44%	118,333.97	\$106,972	10 King County
11 Maple Valley*	1.67%	11,299	1.77%	\$1,863,263,500	1.37%	3,034.15	\$6,507	11 Maple Valley
12 Normandy Park	0.95%	6,435	1.23%	\$1,289,320,500	0.72%	1,593.21	\$3,917	12 Normandy Park
13 Renton*	4.47%	30,221	4.09%	\$4,299,847,610	2.75%	6,096.59	\$15,291	13 Renton
14 SeaTac	3.78%	25,530	2.78%	\$2,918,228,100	1.85%	4,092.51	\$11,354	14 SeaTac
15 Seattle*	25.18%	170,297	42.49%	\$44,654,964,773	9.00%	19,919.60	\$103,624	15 Seattle
16 Tukwila	2.66%	18,000	3.90%	\$4,096,959,014	2.65%	5,867.21	\$12,448	16 Tukwila
	100.0%	676,277	100.0%	\$105,104,116,749	100.0%	221,433.83	\$405,500	SUBTOTAL
							+Tacoma	\$18,820
								\$424,320 TOTAL

NOTES: Cost shares reflect 2009 annexations of North Highline to Burien and Kent NE to Kent. No annexations or incorporations have occurred since these two major annexations.

DATA SOURCES:

- 2007 Puget Sound Regional Council population estimates by census tract.
- 2009 King County Assessor's data. Assessed value of parcels owned by Port of Seattle Aviation Division is excluded from the analysis.
- Adjusted Acres excludes the Upper Green River subwatershed from King County's area and excludes Port of Seattle Aviation Division properties (airport and residential buyouts) from Burien, Des Moines, and SeaTac shares.

* Cost share amount is an averaging of the population, assessed value, and area percentage of each jurisdiction within WRIA 9
(% population + % assessed value + % area divided by 3 = Cost Share)

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WRIA9-ILA-cost-shares2016.xlsx