

City Council Meeting

July 18, 2016 - 7:00 PM

Auburn City Hall

AGENDA

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Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

A. **Pledge of Allegiance**

B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. **Public Hearings**

No public hearing is scheduled for this evening.

B. **Audience Participation**

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

C. **Correspondence**

There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. **Minutes of the July 5, 2016 City Council Meeting***

B. **Claims Vouchers (Coleman)**

Claims voucher numbers 439399 through 439788 in the amount of \$4,507,087.88 and three wire transfers in the amount of \$680,200.36 and dated July 18, 2016.

C. **Payroll Vouchers (Coleman)**

Payroll check numbers 536564 through 536602 in the amount of \$568,265.72 and electronic deposit transmissions in the amount of \$1,496,382.90 for a grand total of \$2,064,648.62 for the period covering June 30, 2016 to July 18, 2016.

D. **Public Works Project No. CP1415, Contract No. 16-12* (Snyder)**

City Council award Contract No. 16-12, to Tucci & Sons, Inc. on their low bid of \$3,173,266.50 for Project No. CP1415, West Main Street Multi-Modal Corridor and ITS Improvements

E. **Public Works Project No. CP1518, Contract 15-19* (Hinman)**

City Council award Contract No. 15-19 to Rod McConkey Construction on their low bid of \$302,900.00 plus Washington State sales tax of \$28,775.50 for a total contract price of \$331,675.50 for Project No. CP1518 Auburn City Hall Council Chambers Remodel

F. **Public Works Project No. CP1501* (Snyder)**

City Council grant permission to advertise for bids for Project No. CP1501, Traffic Signal Safety Improvements

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

VIII. **UNFINISHED BUSINESS**

IX. **NEW BUSINESS**

X. **RESOLUTIONS**

A. **Resolution No. 5239* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, setting a Public Hearing to consider a Franchise Agreement with City of Enumclaw Natural Gas

(RECOMMENDED ACTION: City Council adopt Resolution No. 5239.)

B. **Resolution No. 5244* (Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and King County to educate and assist Auburn businesses to reduce food waste

(RECOMMENDED ACTION: City Council adopt Resolution No. 5244.)

XI. **MAYOR AND COUNCILMEMBER REPORTS**

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

A. **From the Council**

B. **From the Mayor**

XII. **ADJOURNMENT**

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the July 5, 2016 City Council Meeting

Date:

July 12, 2016

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: July 18, 2016

Item Number: CA.A



City Council Meeting
July 5, 2016 - 7:00 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

City Councilmembers present: Deputy Mayor Wales, Bob Baggett, Claude DaCorsi, John Holman, Bill Peloza, Yolanda Trout-Manuel, and Rich Wagner.

Department Directors and staff members present included: Parks, Arts and Recreation Director Daryl Faber, Innovation and Technology Director Paul Haugan, Director of Administration Dana Hinman, City Attorney Daniel B. Heid; Community Development and Public Works Director Kevin Snyder, Environmental Planner Jenna Leonard, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Police Chief William Pierson, Finance Director Shelley Coleman, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There was no announcement, proclamation or presentation.

III. APPOINTMENTS

There was no appointment for Council consideration.

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing was scheduled for this evening.

B. Audience Participation

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

Robert Whale of *The Auburn Reporter*

Mr. Whale is a reporter for *The Auburn Reporter*. He inquired regarding the Police Department's daily activity report that he uses for the paper's police blotter. Mr. Whale stated it appears some cases may be omitted from

the report. Assistant Police Chief Pierson offered to review the report with Mr. Whale to determine any discrepancy in the report.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember DaCorsi reported on behalf of the Finance ad hoc committee that reviews claims and payroll vouchers. Councilmember DaCorsi reported he and Councilmember Baggett reviewed the claims and payroll vouchers as presented and described on this evening's agenda and recommend their approval by Council.

VII. CONSENT AGENDA

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

- A. Minutes of the June 20, 2016 City Council Meeting
- B. Claims Vouchers (Coleman)
Claims voucher numbers 439208 through 439398 in the amount of \$2,052,208.79 and four wire transfers in the amount of \$167,533.20 and dated June 5, 2016.
- C. Payroll Vouchers (Coleman)
Payroll check numbers 536524 through 536563 in the amount of \$701,851.70 and electronic deposit transmissions in the amount of \$1,444,884.89 for a grand total of \$2,146,736.59 for the period covering June 16, 2016 to June 29, 2016.
- D. Public Works Project No. CP1507 (Snyder)
City Council reject all bids for Contract No. 16-10 for Project No. CP1507, Auburn Way North Preservation.

Deputy Mayor Wales moved and Councilmember Trout-Manuel seconded to approve the Consent Agenda.

The Consent Agenda includes minutes, claims and payroll vouchers, and a request to reject all bids for Public Works Project No. CP1507.

In response to questions from Councilmembers regarding the request to reject all bids for Project No. CP1507, Auburn Way North Preservation, Assistant Director of Engineering Services/City Engineer Gaub stated the two bids received were significantly higher than the engineer's estimate and exceed available funds for the project. Assistant Director/City Engineer Gaub stated staff recommends rejecting the bids. The project will be re-evaluated for potential cost reduction opportunities and repackaged and re-advertised at a later date. Since the project is federally funded, staff will need to consult with the State on whether the scope of the project can be changed. The project may be delayed until next year to take advantage of an earlier construction window and more favorable bidding.

Councilmember DaCorsi spoke in favor of rejecting all bids and re-scoping the project and re-advertising at a more appropriate time.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6607 (Lee)

An Ordinance of the City Council of the City of Auburn, Washington, creating a new Chapter 10.10 of the Auburn City Code establishing a traffic safety school to promote traffic safety within the City of Auburn

Deputy Mayor Wales moved and Councilmember Baggett seconded to adopt Ordinance No. 6607.

Ordinance No. 6607 creates a new Traffic Safety School for Auburn.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6608 (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6533, the 2015-2016 Biennial Budget Ordinance, as amended by Ordinance No. 6558, Ordinance No. 6563, Ordinance No. 6570, Ordinance No. 6571, Ordinance No. 6580, and Ordinance No. 6592, authorizing amendment to the City of Auburn 2015-2016 Budget as set forth in Schedule "A" and Schedule "B"

Deputy Mayor Wales moved and Councilmember DaCorsi seconded to adopt Ordinance No. 6608.

Ordinance No. 6608 was reviewed at the last Council Study Session.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

A. Resolution No. 5238 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington approving a logo for the Auburn Municipal Airport

Deputy Mayor Wales moved and Councilmember Holman seconded to approve Resolution No. 5238

Resolution No. 5238 approves a new logo for the Auburn Municipal Airport.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5240 (Heid)

A Resolution of the City Council of the City of Auburn, Washington, amending the City Council Rules of Procedure as adopted by Ordinance No. 5802 and amended by Resolution Numbers 4282, 4429, 4467, 4615, 4686, 4740, 4813, 4909, 5105, 5112, 5115 and 5217

Deputy Mayor Wales moved and Councilmember Peloza seconded to adopt Resolution No. 5240.

Resolution No. 5240 was reviewed at the last Council Study Session and clarifies the method for canceling or rescheduling a Council meeting.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Wales reported on her attendance at the National League of Cities Summer Conference and committee meetings on public safety and crime prevention where members discussed human services issues and other issues of concern shared by Auburn. Deputy Mayor Wales reported many of the programs discussed at the conference are already being offered in the city of Auburn.

Councilmember DaCorsi reported on his attendance at the National League of Cities (NLC) Summer Conference. While at the NLC Conference, Councilmember DaCorsi attended the Transportation Infrastructure Services Committee meetings including a panel discussion of racial equity in transportation policies. Councilmember DaCorsi also attended a briefing on Ride KC, an Uber-like transportation system that is a collaboration of the Kansas City Area Transportation Authority, the urban technology company, Bridj, and the Ford Motor Company. The Committee also discussed a potential rail safety and oil train policy.

Councilmember Holman read aloud a thank you letter from Alejandra de la Rosa, a recipient of a Juan Huseby Memorial Scholarship Fund scholarship. Councilmember Holman also noted July 2, 2016 marked the 52nd anniversary of the Civil Rights Act 1964.

Councilmember Wagner reported on his attendance at the Lower White River Biodiversity meeting sponsored by the Pierce County Surface Water Department to discuss environmental effects on the White River; the Transportation Policy Board Caucus; and the dedication of the new community center and teen center.

Councilmember Peloza reported on his attendance at the National League of Cities Board of Directors meeting and NLC Environmental, Energy and Natural Resources Committee meetings. The Environmental, Energy and Natural Resources Committee held a lengthy discussion on SolSmart; SolSmart offers cities technical assistance to improve access and affordability of local solar projects. Councilmember Peloza also spoke about the history and accomplishments of the NLC.

Councilmember Baggett reported on his attendance at a Troop 401 Boy Scout Court of Honor ceremony at Game Farm Wilderness Park where Scouts Dalton Bair and Dylan Winter received Scouting's highest honor, Eagle Scout. Councilmember Holman presented each with the Mayor's proclamation, and Councilmember Baggett presented each with a commemorative coin in recognition of their community service.

Councilmember Trout-Manuel reported on her attendance at the Neely Mansion's 1930 Japanese-American bathhouse exhibit. Councilmember Trout-Manuel also reported on her attendance at the 4th of July Festival at Les Gove Park and complimented Parks, Arts and Recreation Director Faber and his staff on a successful event.

B. From the Mayor

Mayor Backus reported on the dedication and grand opening of the new Community and Event Center and The REC Teen Center at Les Gove Park. Mayor Backus was also the keynote speaker for the South King Council on Human Services meeting. Mayor Backus also reported on the community picnic at Sunset Park and a meeting of the Seattle Regional Partnership whose purpose is to identify and create middle-income jobs in King County. Mayor Backus commended all those who worked on the 4th of July and complimented Parks, Arts and Recreation Director Faber and his staff for a wonderful 4th of July Festival.

XIII. ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 7:43 p.m.

APPROVED this ____ day of _____, 2016.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

July 12, 2016

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve claims vouchers.

Background Summary:

Claims voucher numbers 439399 through 439788 in the amount of \$4,507,087.88 and three wire transfers in the amount of \$680,200.36 and dated July 18, 2016.

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

Coleman

Meeting Date: July 18, 2016

Item Number: CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

July 12, 2016

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 536564 through 536602 in the amount of \$568,265.72 and electronic deposit transmissions in the amount of \$1,496,382.90 for a grand total of \$2,064,648.62 for the period covering June 30, 2016 to July 18, 2016.

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

Coleman

Meeting Date: July 18, 2016

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1415, Contract No. 16-12

Date:

July 11, 2016

Department:

CD & PW/Eng Svcs

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Contract No. 16-12, to Tucci & Sons, Inc. on their low of \$3,173,266.50 for Project No. CP1415, West Main Street Multi-Modal Corridor and ITS Improvements.

Background Summary:

The City received eight (8) responsive bids and the low bid was approximately 5% below the engineer's estimate. Staff has performed reference checks and other verifications to determine that Tucci & Sons, Inc. meets the responsible bidding criteria and recommends award.

This project will repurpose the existing West Main St. corridor and construct Intelligent Transportation System (ITS) improvements. Roadway improvements include converting the existing four-lane West Main St. roadway section to a three-lane section including center two-way left turn lane with new bike lanes, new sidewalks, and new LED street lighting improvements between West Valley Highway and the Interurban Trail. ITS Improvements include interconnecting and coordinating traffic signals from C St. NW along West Main St. to West Valley Highway (WVH), south to 15th St. SW including two interchanges with SR-18 and one with SR-167.

Construction of this project is anticipated to start in August 2016 and be complete by March 2017.

A project budget contingency of \$428,726.00 remains in the 102 Arterial Street Fund.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: July 18, 2016

Item Number: CA.D

BUDGET STATUS SHEET

Project No: CP1415

Project Title: West Main Street Multi-Modal Corridor and ITS Improvements

Project Manager: Kim Truong

Date: 7/11/2016

Initiation Date: 12/23/14

Advertisement Date: 6/10/16

Award Date: _____

- ☐ 2015 Mid Biennial Adjustment

☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Budget Update

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	2014 (actual)	2015 (actual)	2016	2017	Total
105 Fund - Street Preservation			314,510		314,510
102 Fund - Traffic Impact Fees	4,538	32,408	359,650		396,595
102 Fund - Arterial Street			113,818		113,818
102 Fund - Federal Grant		179,025	3,590,990		3,770,015
Total	4,538	211,432	4,378,968	0	4,594,938

Estimated Cost (Funds Needed)

Activity	2014 (actual)	2015 (actual)	2016	2017	Total
Design Engineering - City Costs	4,120	38,773	78,826		121,718
Design Engineering - Consultant Costs		172,509	402,982		575,491
Other/Misc.	418				418
Construction Contract			2,673,267	500,000	3,173,267
Permitting		150	21,504		21,654
Authorized Contingency (5%)			103,663	30,000	133,663
Construction Engineering - City Costs			80,000	20,000	100,000
Construction Engineering - Consultant Costs			30,000	10,000	40,000
Total	4,538	211,432	3,390,242	560,000	4,166,212

102/105 Arterial Street Budget Status

	2014 (actual)	2015 (actual)	2016	2017	Total
*102/105 Funds Budgeted ()	(4,538)	(211,432)	(4,378,968)	0	(4,594,938)
102/105 Funds Needed	4,538	211,432	3,390,242	560,000	4,166,212
*102/105 Fund Project Contingency ()	0	(0)	(988,726)	0	(428,726)
102/105 Funds Required	0	0	0	560,000	0

* (#) in the Budget Status Sections indicates Money the City has available.

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP1415, West Main Street Multi-Modal Corridor and ITS Improvements Contract 16-12

Prepared by: City of Auburn

Bid Date: 7/7/16

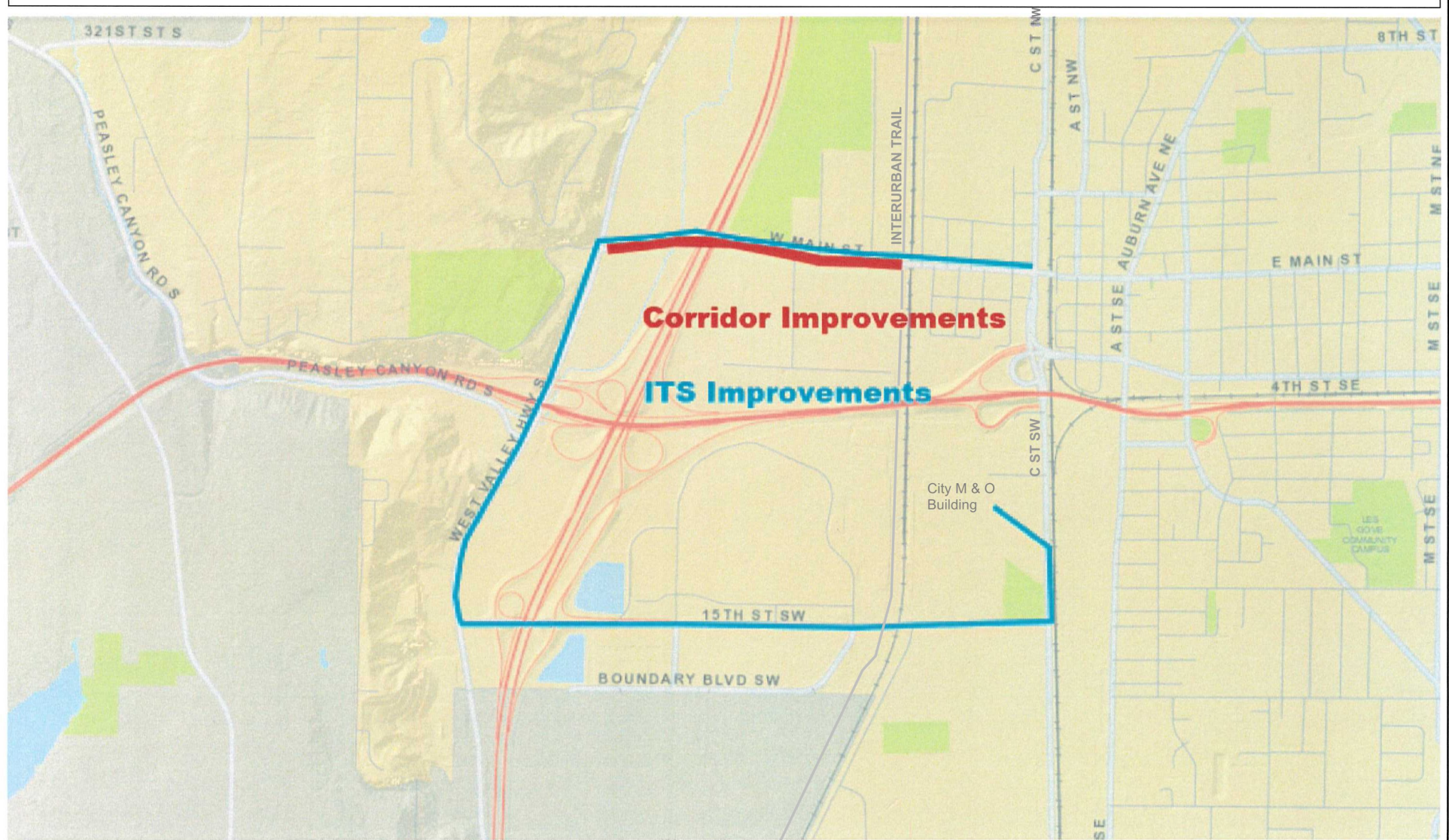
ENGINEER'S ESTIMATE:	\$	3,335,902.05		
AVERAGE BASIC BID AMOUNT:	\$	3,567,065.11		
BASIC BID SPREAD AMOUNT:	\$	772,610.50	Basic BID Amount	Spread \$
				Spread %
LOW BIDDER:	Tucci & Sons, Inc.	\$ 3,173,266.50	-\$162,635.55	-4.88%
Second Bidder:	SCI Infrastructure, LLC	\$ 3,188,697.50	-\$147,204.55	-4.41%

Total BID (No Tax Applicable)

Tucci & Sons, Inc.	\$	3,173,266.50
SCI Infrastructure, LLC	\$	3,188,697.50
Active Construction, Inc.	\$	3,917,691.00
DPK, Inc.	\$	3,334,742.00
R.W. Scott Construction Co	\$	3,521,894.00
Titan Earthwork, LLC	\$	3,555,556.85
R.L. Alia Company	\$	3,898,796.00
KC Equipment, LLC	\$	3,945,877.00

NOTE: An evaluation of whether a bidder is responsible or non-responsible was only made for the low bidder. This does not indicate, one way or the other, how other bidders would be considered if they were the low bidder.

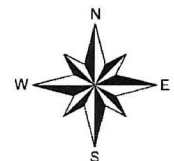
CP1415 West Main Street Multi-Modal Corridor and ITS Improvements



VICINITY MAP
Not to Scale

Printed Date: 10/1/2014
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:

Public Works Project No. CP1518, Contract 15-19

Date:

July 11, 2016

Department:

Administration

Attachments:

[Bid Tab Summary](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Contract No. 15-19 to Rod McConkey Construction on their low bid of \$302,900.00 plus Washington State sales tax of \$28,775.50 for a total contract price of \$331,675.50 for Project No. CP1518 Auburn City Hall Council Chambers Remodel

Background Summary:

The City received two (2) responsive bids and the low bid was approximately 6% above the engineer's estimate. Staff has performed reference checks and other verifications to determine that Rod McConkey Construction meets the responsible bidding criteria and recommends award with the alternate bid option included. The alternative bid option was added to the bid documents during the bid advertisement period via addendum. It includes the construction of a ramp for ADA accessibility to the new council members' desks that will be on a raised dais.

The purpose of this project is to improve lighting, sound quality, aesthetics, visibility, and to increase the audience capacity of the existing Council Chambers at Auburn City Hall. The project is part of the City's overall efforts to repair and modernize City Hall. The Council Chambers re-model will require City Council Meetings, Council Study Sessions, and other meetings that are typically in the Council Chambers to be located to another location for approximately 10 weeks.

The project budget was recently adjusted with the approval of Budget Amendment 6, and is as follows: \$250,000.00 is budgeted in the 328 Capital Improvement fund and \$350,000.00 is budgeted in the 568 IT fund for a total project budget of \$600,000.00.

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

Hinman

Meeting Date: July 18, 2016

Item Number: CA.E

CITY OF AUBURN BID TABULATIONS

CP1518: Auburn City Hall Council Chambers Remodel

Bid Date / Time: 7/7/2015 / 2:00PM

Contract # 15-19

Additive Alternates Selected: #1

Average Total Bid: \$379,833.60

Low Bid Compared to Engineer's Estimate: \$19,402.31 6.21%

Low Bid Compared to Average Bid: (\$48,158.10) -12.68%

Bid Order	Contractor	Lump Sum Base Bid (A)	Additive Alternate #1 - ADA Ramp (B)	Total Base Bid + Alternate #1 (A+B)	Washington State Sales Tax (9.5%) (C)	Total Bid Amount (A+B+C)
N/A	Engineer's Estimate	\$ 280,181.00	\$ 5,000.00	\$ 285,181.00	\$ 27,092.20	\$ 312,273.20
1 (Low)	Rod McConkey Construction 9225 Otis Beach St SE Olympia, WA 98516 Phone: 360-742-4225	\$ 285,500.00	\$ 17,400.00	\$ 302,900.00	\$ 28,775.50	\$ 331,675.50
2 (Second Low)	Lincoln Construction, Inc. 21323 Mountain Hwy East Spanaway WA 98387 Phone: 253-847-6414	\$ 384,447.00	\$ 6,413.00	\$ 390,860.00	\$ 37,131.70	\$ 427,991.70



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1501

Date:

July 6, 2016

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)
[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council grant permission to advertise for bids for Project No. CP1501, Traffic Signal Safety Improvements.

Background Summary:

This project will install flashing yellow arrow left turn operations, auxiliary signal heads, signal head backplates with yellow reflective tape and traffic signal cabinets or some combination of these improvements at eight intersection locations. See the attached vicinity map for the exact intersections and specific improvements included in this project.

Advertising for construction bids is anticipated to begin in July 2016 with construction anticipated to begin in August 2016. Construction of the project is expected to last 3 months.

Unless bids are lower than expected, it is anticipated that a budget adjustment of \$53,713.23 from the 102 Arterial Street Fund will be required this year to fund the project. The actual amount of this increase (if any) will be addressed in the award consent item brought to Council.

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

Snyder

Meeting Date: July 18, 2016

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1501	Project Title: Traffic Signal Safety Improvements
Project Manager: Joel Chalmers	

Initiation Date: 2/25/2015
 Advertisement Date: _____
 Award Date: _____

- ☐ 95% Design

☒ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: 6/29/2016

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	Prior Years	2015 (Actual)	2016	Future Years	Total
102 Fund - Unrestricted	0	5,000	0		5,000
102 Fund	0	20,983	6,617		27,600
102 Fund - Federal Grant		0	412,575		412,575
					0
Total	0	25,983	419,192	0	445,175

Estimated Cost (Funds Needed)

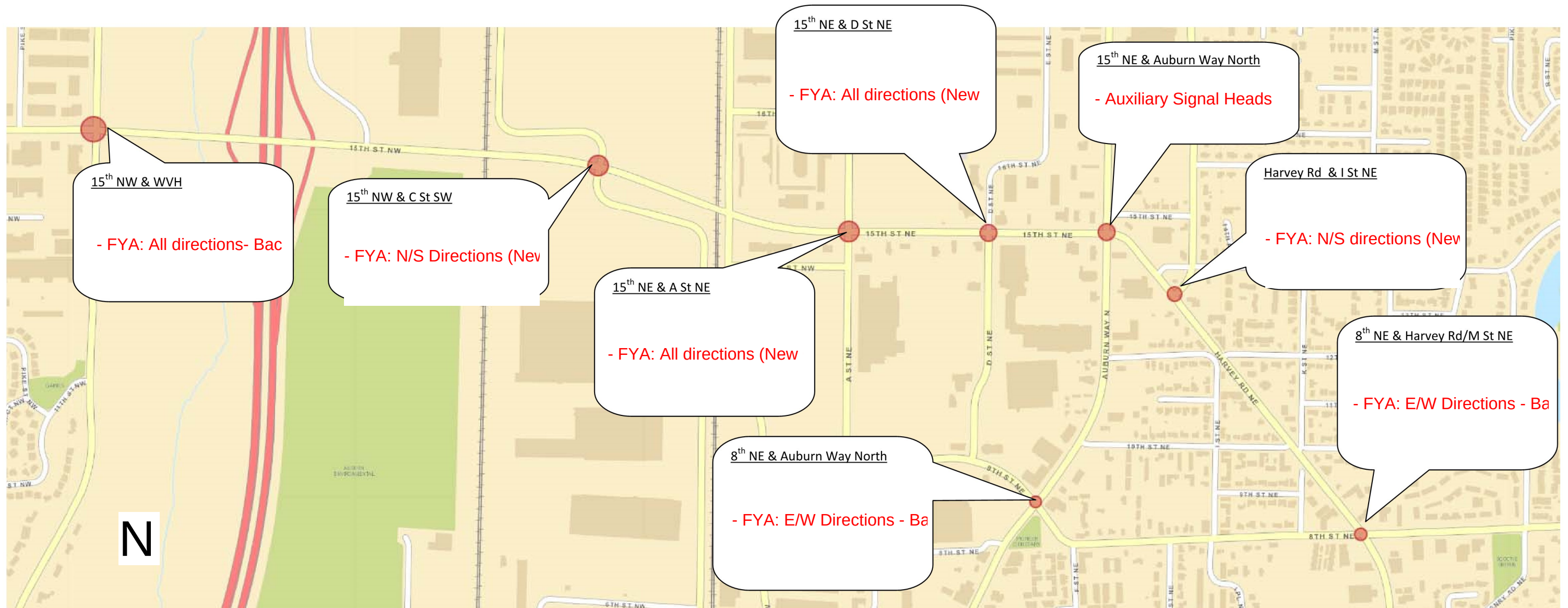
Activity	Prior Years	2015 (Actual)	2016	Future Years	Total
Design Engineering - City Costs	0	25,983	15,000		40,983
Construction Estimate		0	387,305		387,305
Project Contingency (10%)		0	38,000		38,000
Construction Engineering - City Costs		0	32,600		32,600
Total	0	25,983	472,905	0	498,888

102 Arterial Street Budget Status

	Prior Years	2015 (Actual)	2016	Future Years	Total
*102 Funds Budgeted ()	0	(25,983)	(419,192)	0	(445,175)
102 Funds Needed	0	25,983	472,905	0	498,888
*102 Fund Project Contingency ()	0	0	0	0	0
102 Funds Required	0	0	53,713	0	53,713

* (#) in the Budget Status Sections indicates Money the City has available.

CP1501 wide Traffic Signal Safety Improvements Vicinity Map



LEGEND FYA = Flashing Yellow Arrow



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5239

Date:

July 11, 2016

Department:

CD & PW

Attachments:

[Res 5239](#)

[Draft Ordinance No. 6606](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5239.

Background Summary:

Resolution No. 5239 sets the date of the public hearing for Franchise Agreement No. 16-36 for City of Enumclaw Natural Gas (ENG) for August 1, 2016 at 7:00 pm.

During review of facilities located in City right-of-way the City determined that ENG is required to obtain a Franchise Agreement per Auburn City Code Chapter 20.06.010. ENG has applied for a Franchise Agreement to continue to operate within the City's rights of way natural gas transmission and distribution facilities for sale and service to customers within the City of Auburn. Per Auburn City Code Chapter 20.06.030 a public hearing shall be held prior to granting or denying a franchise agreement.

Draft Ordinance No. 6606 is attached as back up documentation for Resolution No. 5223.

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

Snyder

Meeting Date: July 18, 2016

Item Number: RES.A

RESOLUTION NO. 5 2 3 9

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, SETTING A PUBLIC HEARING
TO CONSIDER A FRANCHISE AGREEMENT WITH CITY
OF ENUMCLAW NATURAL GAS**

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

WHEREAS, the City has reviewed the Grantee's application materials, and the City Engineer is satisfied that the application is sufficiently complete, so as to warrant holding a public hearing before the City Council to consider the franchise application, pursuant to ACC 20.06.030 of the Auburn City Code (ACC).

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

Section 1. That a hearing on the application by the Grantee for a Franchise Agreement with the City of Auburn is hereby set for 7:00 p.m. on the 1st day of August, 2016, with all persons wishing to speak to the application at the public hearing being invited to attend.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including posting notice of such public hearing as required by State law and City Ordinance.

Resolution No. 5239
Franchise Agreement No. 16-36
June 2, 2016
Page 1 of 2

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

DATED and SIGNED this _____ day of _____, 2016.

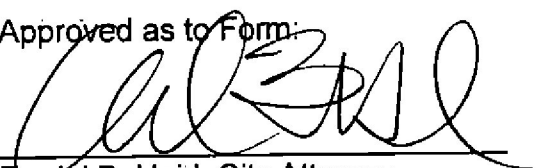
CITY OF AUBURN

Nancy Backus
Mayor

Attest:

Danielle E. Daskam, City Clerk

Approved as to Form:



Daniel B. Heid, City Attorney

Resolution No. 5239
Franchise Agreement No. 16-36
June 2, 2016
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ORDINANCE NO. 6606

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO CITY OF ENUMCLAW NATURAL GAS, A FRANCHISE FOR GAS UTILITY

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

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

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

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

Section 1. Grant of Right to Use Franchise Area

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

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

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City. This Franchise is intended to convey only a limited

right and interest and is not a warranty of title or interest in the City's right-of ways. The Agreement does not convey any right to Grantee to install Grantee Facilities on or to otherwise impact, city-owned or leased properties, easements, or rights-of way outside the ones identified in Exhibit A.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

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

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

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

H. This Franchise is subject to the provisions of Auburn City Code ("ACC"), including specifically ACC Chapter 20.10, "CONDITIONS OF PUBLIC WAY AGREEMENTS, FRANCHISES, AND FACILITIES LEASES", and all federal and state laws, codes and regulations as currently exist or as amended?. However, if the provisions of city code, as amended or superseded, conflict with any terms and conditions of this agreement, the provisions of this agreement shall govern. A conflict doesn't exist where this agreement is silent about a condition or matter addressed by city code.

Section 2. Notice

A. Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed by certified mail to the recipient at the address set forth in this Section. If the date for making any payment, notice, or performing any act is a legal

holiday, payment or notice may be made or the act performed on the next succeeding business day which is not a legal holiday.

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

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

Grantee: City of Enumclaw Gas Manager
2041 Railroad St
Enumclaw, WA 98022
360-825-5541
360-825-3505 (afterhours & emergency)

with a copy to: City Clerk
City of Enumclaw
1339 Griffin Avenue
Enumclaw, WA 98022

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

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

Section 3. Term of Agreement

A. This Franchise shall run for a period of 20 (twenty) years, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the

application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently between 180 and 240 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall submit those materials that differ from the previous materials or as deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

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

Section 4. Definitions

For the purpose of this agreement:

“ACC” means the Auburn City Code.

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

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

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

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

“Grantee Facilities” means, collectively, any and all natural gas systems owned or operated by Grantee, including but not limited to gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters meter-reading devise, fixtures, communication systems, and any and all other equipment appliances, attachments, appurtenances and other items necessary, convenient, or in any

way appertaining to any and all of the foregoing for the purpose of transmission of natural gas, whether the same be located over or under ground.

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

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

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

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

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

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

Section 5. Acceptance of Franchise

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

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

Section 6. Construction and Maintenance

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

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

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

C. In addition to complying with ACC 20.10.80, as hereafter amended or superseded, Grantee Facilities shall be located and maintained within the Right-of-way so as not to interfere with the reasonable ingress or egress to the properties abutting the right-of-ways as they exist at the time of installation of the Grantee Facilities. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require, at no cost to the City, the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

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

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

providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

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

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City telephonically during normal business hours at 253-931-3010 and during non-business hours at 253-876-1985 as promptly as possible before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. For any emergency or after normal business hour issues involving the Grantee's facilities which requires the Grantee's immediate response the City shall contact the Grantee at 360-825-3505 which is operated 24 hours a day, seven days a week. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances of the nature of the emergency and the actions taken to address it.

Section 8. Damages to City and Third-Party Property

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

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

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

Section 9. Location Preference

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

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

Section 10. Grantee Information

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

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

C. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Grantee shall clearly mark any information that it provides to the City as "Proprietary" information if Grantee believes that disclosure of that information would be exempt under the trade secrets exemption in RCW 42.56.270. The City agrees that if it receives a request for Grantee's proprietary information, it will initially assert the exemption under 42.56.270, and will notify Grantee of the request.

The City shall not initiate legal action to prevent disclosure of Grantee's proprietary information. If a requestor files a lawsuit to compel disclosure, Grantee agrees to defend the action at Grantee's sole expense.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public records act, provided the City has notified Grantee of the pending request or Grantee is made aware of the request or claim.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities within thirty (30) days of being ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Such alternate location for relocation of Grantee's facilities shall be determined and approved jointly by the City and Grantee at no cost to the City. Pursuant to the provisions of Section 16, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way.

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

C. Any condition or requirement imposed by the City upon any Third Party (including, but not limited to, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Grantee's Facilities within the Rights-of-Way shall be a condition or requirement causing relocation of Grantee's Facilities to occur subject to the provisions of Subsection B above; provided, however in the event the City reasonably determines and notifies Grantee that the primary

purpose of imposing such condition or requirement upon such Third party is to cause or facilitate the construction of a Public Works Project to be undertaken within a segment of the Right-of-Ways on the City's behalf and consistent with the City's Capital Facility Plan or Transportation Improvement Program, then Grantee shall relocate its Facilities within such segment of the Rights-of-Way in accordance with this Agreement.

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

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

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

Section 12. Abandonment and or Removal of Grantee Facilities

Subject to ACC 20.10.130, within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall (subject to any necessary approval(s) and/or order(s) to be provided by WUTC concerning abandonment), at the City's discretion, either abandon in place or remove the affected facilities. Abandonment or removal shall be at the sole cost and expense of Grantee. Any Facilities left in

place shall be made inert by purging all natural gas from such Facilities (including displacement of natural gas with an appropriate inert gas) and disconnecting and sealing such Facilities, all in compliance with applicable regulations and industry standards. The City's consent shall not relieve Grantee of the obligation and/or costs to subsequently remove or alter such Facilities in the event the City reasonably determines that such removal or alteration is necessary or advisable for the health and safety of the public, in which case Grantee shall perform such work at no cost to the City. The obligations contained in this Section shall survive the expiration, revocation, or termination of this Agreement.

Section 13. Encroachment Management

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

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

A. Annually, upon the request of the City, Grantee shall meet with the Valley Regional Fire Authority, the Auburn Police Department, and the City's Emergency Management Office to coordinate emergency management operations and, at least once a year, at the request of the City, Grantee personnel shall actively participate with the Valley Regional Fire Authority and the City in emergency preparedness drills or planning sessions.

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

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

D. Upon acceptance of this Agreement, Grantee shall provide, for the City's approval and acceptance, a copy of its emergency response plans and procedures, including, but not limited to, emergency rupture response. If the parties disagree as to the adequacy of Grantee's emergency response plan, the parties will submit the plan to independent, third party review. If the review

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

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

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

G. If requested by the City in writing, Grantee shall provide a written summary concerning any leak or rupture within thirty (30) days of the event, including, but not limited to, the leak or rupture's date, time, amount, location, response, remediation and other agencies Grantee has notified.

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

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

Section 15. Maintenance, Inspection, and Testing.

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

Section 16. Indemnification and Hold Harmless

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

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the sole negligence of the City, or its agent performing such work.

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

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

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The

provisions of this section shall survive the expiration or termination of this Agreement.

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

G. The grantee, franchisee, or lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the grantee, franchisee, or lessee's facilities as the result of any interruption of service due to damage or destruction of the user's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, or contractors.

Section 17. Insurance

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

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

2. Commercial General Liability insurance with limits no less than \$20,000,000.00 (twenty million dollars) each occurrence, \$20,000,000.00

(twenty million dollars) general aggregate and a \$20,000,000.00 (twenty million dollars) products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage.

3. Professional Liability insurance with limits no less than \$1,000,000.00 per claim for all professional employed or retained Grantee to perform services under this Franchise.

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

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

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

2. The Grantee's insurance shall not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self insurance is subject to approval by the City. Participation in a self-insured, governmental risk pool shall satisfy the conditions set forth above.

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

Section 18. Relationship of the Parties

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

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

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

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

Section 19. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent

contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

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

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

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

Section 20. Dispute Resolution

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

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

Section 21. Enforcement and Remedies

Draft Ordinance No. 6606
May 31, 2016
Page 17 of 26

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages as provided in ACC 20.10.340 per day for every day after the expiration of the cure period that the breach is not cured.

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

C. Interpretation or construction of this Franchise shall not be affected by any determination as to who is the drafter of this Franchise, this Franchise having been drafted by mutual agreement of the parties.

Section 22. Compliance with Laws and Regulations

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

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

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

Section 23. License, Tax and Other Charges

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

Section 24. Consequential Damages Limitation

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

Section 25. Force Majeure

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

under this Agreement. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. The occurrence of a Force Majeure Event shall not alter or impair any of the provisions concerning liability and/or insurance as provided in this Agreement.

Section 26. Severability & Survival

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

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

Section 27. Titles

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

Section 28. Implementation.

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

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

Section 29. Entire Agreement

Draft Ordinance No. 6606
May 31, 2016
Page 20 of 26

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

Section 30. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

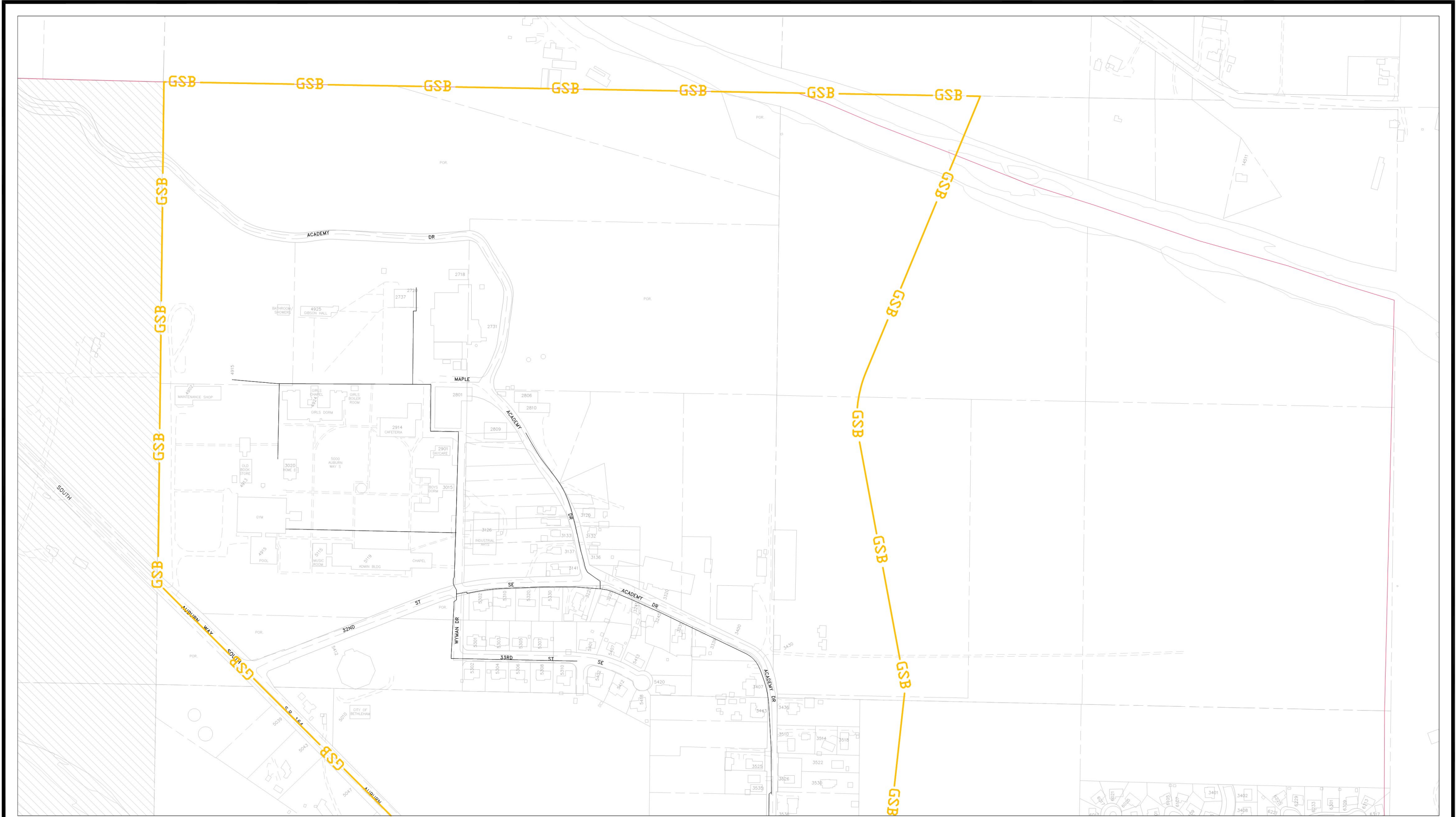
ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____



SCALE IN FEET

0 100 200 400 800

1 inch = 400 feet

1:4800

CALL 2 DAYS BEFORE YOU DIG

1-800-424-5555

LEGEND

ACTIVE GAS MAIN

ABANDONED OR DEAD MAIN

GAS SERVICE

AUBURN CITY LIMITS

GAS SERVICE BOUNDARY

MUCKELSHOOT TRIBAL LANDS

S-21-N	S-20-N	S-19-N
S-21-S	S-20-S	S-19-S
T-21-N	T-20-N	T-19-N

City of Enumclaw

DEPARTMENT OF PUBLIC WORKS

1309 MYRTLE AVENUE, ENUMCLAW, WASHINGTON 98022

(360) 825-3593 - FAX (360) 825-7232

NATURAL GAS SYSTEM

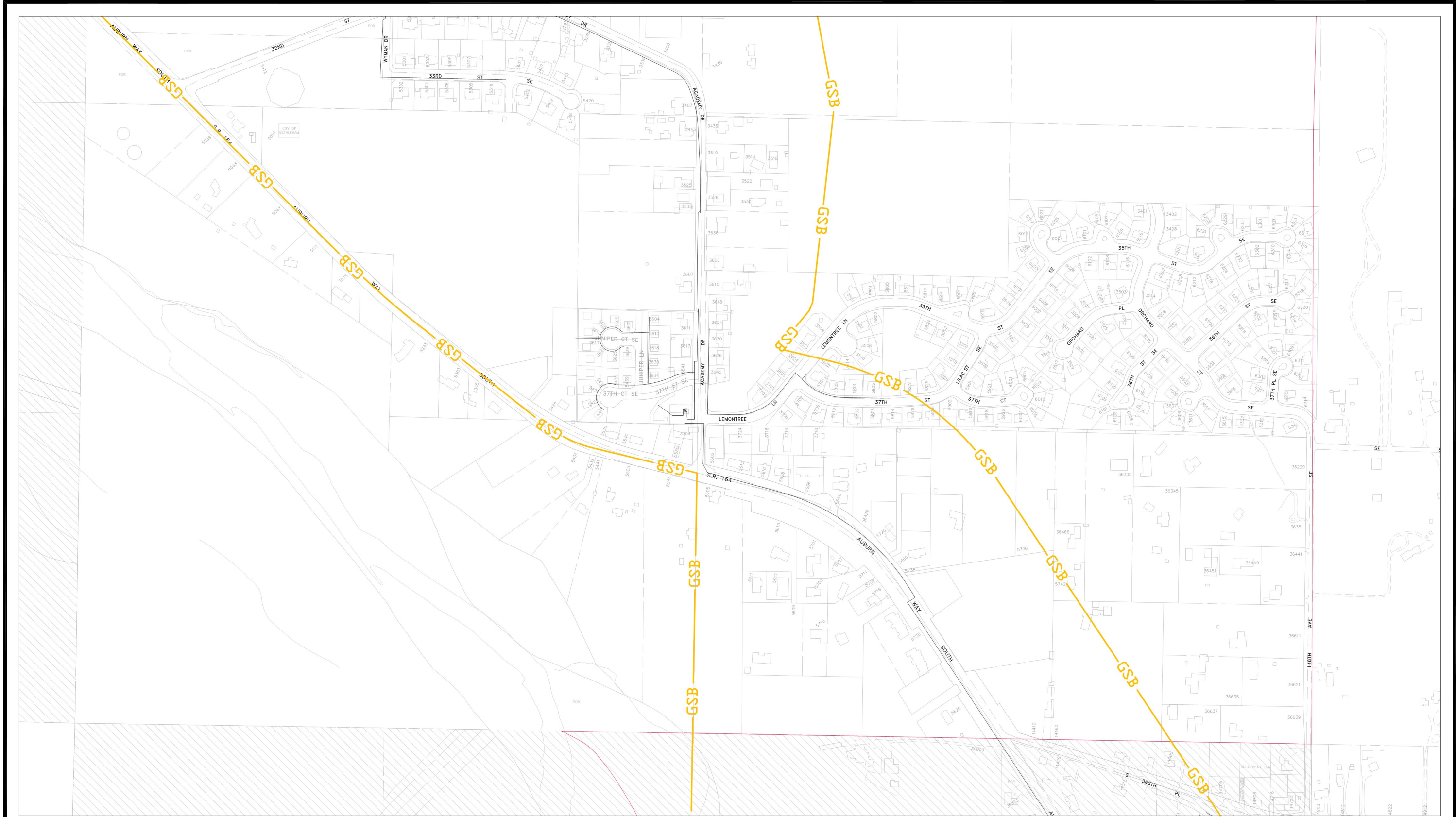
HALF-QUARTER SECTION

S-20(SOUTH)

S 1/2, NW 1/4, SEC. 27, T.21.N., R.05.E., W.M.

City of Enumclaw, King County, Washington, USA.

S OF S-20



SCALE IN FEET

0 100 400 800

50 200

1 inch = 400 feet

1:4800

CALL 2 DAYS BEFORE YOU DIG

1-800-424-5555

LEGEND

ACTIVE GAS MAIN

ABANDONED OR DEAD MAIN

GAS SERVICE

AUBURN CITY LIMITS

GAS SERVICE BOUNDARY

MUCKELSHOOT TRIBAL LANDS

S-20-S	S-19-S	S-18-S
T-20-N	T-19-N	T-18-N
T-20-S	T-19-S	T-18-S

City of Enumclaw

DEPARTMENT OF PUBLIC WORKS

1309 MYRTLE AVENUE, ENUMCLAW, WASHINGTON 98022

(360) 825-3593 - FAX (360) 825-7232

NATURAL GAS SYSTEM

HALF-QUARTER SECTION

T-19 (NORTH)

N 1/2, SE 1/4, SEC. 27, T.21.N., R.05.E., W.M.

City of Enumclaw, King County, Washington, USA.

N OF T-19

Exhibit B

One Main Gate Station
Two District Regulator Stations
One Corrosion Control Rectifier
One Odorizer
6 inch steel high pressure pipe operating at 250 psig
2 inch steel intermediate pipe operating at 40 psig
2 inch Polyethylene pipe operating at 40 psig
½" – 2" steel and plastic services

Exhibit C

Gas Services Provided by the City of Enumclaw Gas

1. 250,000 – 425,000 Btu/hr Residential Service Line and Meter Set.
2. 615,000 -800,000 Btu/hr Commercial or Industrial Service Line and Meter Sets.
3. 1.5 MMBtu/hr – 17 Mmbtu/hr Commercial or Industrial Service Line and Meter Sets.

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

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

[Grantee]

By: _____ Date: _____
Name:
Title:

STATE OF _____)
_____)ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

Signature

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

MY COMMISSION EXPIRES: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5244

Date:

July 7, 2016

Department:

Finance

Attachments:

[Resolution and Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5244.

Background Summary:

King County requests to enter into an agreement with the City of Auburn for the Commercial Food Waste Outreach Program. King County has appropriated \$29,990.00 for the City to promote food waste prevention, donation, and composting to Auburn businesses.

The grant funding will be used to support the following: gathering baseline data to create a tiered list of businesses based on food waste generated, creating a menu of assistance available, contacting businesses to offer outreach, providing resources and staff training, and follow-up.

The 2017-2018 King County Waste Reduction & Recycling Grant will provide a \$29,010.00 match to this grant as the City continues to work with businesses on food waste reduction through July 2018.

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

Coleman

Meeting Date: July 18, 2016

Item Number: RES.B

RESOLUTION NO. 5 2 4 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY TO EDUCATE AND ASSIST AUBURN BUSINESSES TO REDUCE FOOD WASTE

WHEREAS, it is in the public interest and the City of Auburn desires to reduce food waste that is deposited by Auburn businesses into the solid waste system; and

WHEREAS, it benefits the citizens of the City of Auburn for commercial producers of food to donate and compost unneeded food; and

WHEREAS, in order to help meet solid waste management goals, King County has made available to Auburn grant funds to promote and assist local businesses to reduce food waste; and

WHEREAS, it is a condition of receiving the grant funds that Auburn enter into an agreement with King County on the use and administration of the funds;

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 an Agreement between the City and King County for the receipt and utilization of grant funds for the reduction of commercial food waste, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

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 _____, 2016.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

KING COUNTY COMMERCIAL FOOD WASTE GRANT AGREEMENT

This Commercial Food Waste Grant Agreement (the "Agreement") is entered into this ____ day of ____ 2016 between King County and the City of Auburn ("Grantee").

For and in consideration of the covenants and agreements hereinafter set forth, the Grantee and King County hereby agree as follows:

1. **AUTHORITY.** Grantee warrants that it has the authority to enter into this Agreement for the Commercial Food Waste Outreach Project "Project" as further described in Exhibits A, B and C.
2. **TERM OF AGREEMENT.** This Agreement shall be in force from the date of execution of this Agreement through July 15, 2018.

3. DEFINITIONS.

- ACCEPTANCE OR ACCEPTED - A written determination by the County that the Contractor has completed the Work in accordance with the Contract.
- GRANTEE - The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Agreement.
- PERSON - Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
- PROJECT MANAGER - The individual designated by the County to manage the project on a daily basis and who may represent the County for Agreement administration.
- RCW - The Revised Code of Washington.
- SCOPE OF WORK (SOW) - An exhibit to the Agreement consisting of a written description of the Work to be performed.
- SUBGRANTEE - The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Grantee to perform any portion of the Work covered by this Agreement.
- WORK - Everything to be provided and done for the fulfillment of the Agreement and shall include labor, services, goods and supplies specified under this Agreement, including Agreement Amendments.

4. AGREEMENT DOCUMENTS.

The Grantee shall provide all Work described in this Agreement, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

- a. Agreement Documents:
 - Scope of WorkExhibit A
 - Work Plan TimelineExhibit B
 - Project BudgetExhibit C
 - Certificate(s) of Insurance and Policy EndorsementExhibit D
 - Consultant Disclosure FormExhibit H
- b. Request for Proposal
 - King County Request for Proposals 1023-16 VLN, Food Waste Incentives: Non-Residential Target (2016-2018) (including addenda)
- c. Grantee's Proposal (including attachments)

5. **COMPLIANCE WITH CODES.** Grantee shall comply with all applicable Federal, State and local codes and requirements in the design of the Project.

6. **PAYMENT.** The maximum to be paid by King County to Grantee for carrying out the Project shall be \$ 29,990

- a. Upon the execution of this Agreement, payment of the Project's 2016 Budget Total, as listed on Exhibit B - Work Plan Timeline, shall be made to the Grantee by King County. Provided the Project has been carried out in compliance with this Agreement, the Grantee is eligible for and will be paid in November 2016 a second payment for the amount of the 2017 + 2018 Project Budget Total, as listed on Exhibit B - Work Plan Timeline.
- b. Payment will be made in accordance with Exhibit B - Project Budget. There are no other costs allowable.

7. **SUBSTITUTION OF KEY PERSONNEL.** The Grantee recognizes and agrees that if a change is made substituting or changing assigned personnel, the Grantee shall notify King County and be responsible for all costs associated with "Transfer of Knowledge and Information." The Transfer of Knowledge and Information shall be defined to include the labor hours spent reviewing project documentation, participating in meetings with project personnel, and participating in site visits to familiarize oneself with the project and project location(s). The County shall not pay for any time spent for the "Transfer of Knowledge and Information."

8. **OWNERSHIP.** King County agrees that ownership of the following is retained by the Grantee:

- software purchased
- software developed

9. **LEGAL AND ADMINISTRATIVE RELATIONS.**

- a. **Retention of Records.** The Grantee and its SubGrantees shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Grantee shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.
- b. **Public Records Requests.** This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Grantee considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Grantee shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Grantee of the request and allow the Grantee ten (10) business days to take whatever action it deems necessary to protect its interests. If the Grantee fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Grantee for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Grantee as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

- c. **Independent Status of Grantee.** In the performance of this Agreement, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Grantee relationship shall be created by this Agreement. The Grantee shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Grantee and its employees. The Grantee shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.
- d. **Indemnification and Hold Harmless.** To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Grantee shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Grantee. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Grantee or its SubGrantees, and the Grantee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Grantee shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 9.d., or to enforce the provisions of this Section 9.d., any such judgment, award, fees, expenses and costs shall be recoverable from the Grantee.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this Section 9.d. shall affect and/or alter the application of any other section contained within this Agreement.

10. TERMINATION FOR DEFAULT/NON-APPROPRIATION.

- a. **Termination for Default.** If the Grantee does not perform the Work, or the Grantee fails to perform in the manner called for in the Agreement, or if the Grantee fails to comply with any material provisions of the Agreement, the County may terminate this Agreement, in whole or in part, for default as follows:
- i. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 18. Notice. The Grantee shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and Acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
 - ii. If the Grantee has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Agreement by serving a "notice of termination" in accordance with Section 18. Notice setting forth the manner in which the Grantee is in default and the effective date of termination.
 - iii. The Grantee shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Agreement, applicable laws and regulations.
 - iv. The termination of this Agreement shall in no way relieve the Grantee from any of its obligations under this Agreement nor limit the rights and remedies of the County hereunder in any manner.
 - v. The County may request and the Grantee shall pay partial or full reimbursement of payments the County made to the Grantee should the Grantee fail to perform according to the terms and conditions of this Agreement, whether or not the failure to perform is within the Grantee's control.
- c. **Termination for Non-Appropriation.** If expected or actual funding is withdrawn, reduced or limited in any way prior to Acceptance, the County may, upon written notice to the Grantee, terminate this Agreement in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
- i. The County will be liable only for payment in accordance with the terms of this Agreement for Work performed prior to the effective date of termination;
 - ii. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
 - iii. The Grantee shall be released from any obligation to provide further Work under the Agreement affected by the termination.

- 11. INSURANCE.** Upon execution of this Agreement, the Grantee, at its own cost, shall have procured and will maintain for the duration of this Agreement, insurance as specified in the Minimum Scope and Limits of Insurance. The Grantee shall furnish the County with certificates of insurance and endorsements required by

this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Grantee warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Agreement.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Grantee under this Agreement. The Grantee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

a. Minimum Scope and Limits of Insurance

The Grantee shall maintain limits no less than,

- i. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations
- ii. Workers' Compensation: Statutory requirements of the State of residency, and
- iii. Employers' Liability or "Stop Gap" coverage: 1,000,000

b. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

- i. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Grantee in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

- i. The Grantee's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- ii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or

apply to the Grantee's liability to the County and shall be the sole responsibility of the Grantee

- iii. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
- iv. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Grantee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

c. SubGrantees

The Grantee shall include all SubGrantees as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each SubGrantee. **Insurance coverages provided by SubGrantees as evidence of compliance with the insurance requirements of this Contract not provided by the Grantee, shall be subject to all of the requirements stated herein.**

12. REPORTING. The Grantee shall provide King County the following:

- a. **Baseline data** estimating the edible and/or non-edible food waste generated by the project's target generator(s) that are currently being disposed and ending up landfilled shall be reported to King County no later than September 15, 2016.
- b. **Quarterly reports**, with the first being quarter 3 of 2016 and the last quarter 2 of 2018. Quarterly reports shall include project development and implementation activities; quantities of food waste prevented or diverted as a result of project activities; if applicable, system inputs and outputs, laboratory testing results; qualitative and quantitative results of any Equity and Social Justice element; itemized budget expenditures; problems and any reason for delay; and other information and data relevant to the project. All quarterly reports should use the Quarterly Reporting Form, which will be provided by King County, and are due no later than 30 days from the last day of the quarter, except for the 2nd quarter 2018 quarterly report, which is due on July 13, 2018.
- c. A **Final Report** using the Final Reporting Form, which will be provided by King County, should include qualitative and quantitative assessments of the impacts of the project. The Final Report is due no later than July 13, 2018.

13. NO PARTNERSHIP. The relationship between the Grantee and King County is one of independent contract. Nothing in this Agreement shall be construed as creating a partnership, joint venture or other relationship.

14. BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Grantee and King County and their permitted successors and assigns.

- 15. CHOICE OF LAW AND VENUE.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington and the venue for any dispute arising out this agreement shall be King County Superior Court, King County, Washington.
- 16. NO THIRD PARTY BENEFICIARIES.** This Agreement is intended solely for the benefit of the Grantee and King County. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person or business entity not a party to this Agreement.
- 17. NONWAIVER.** Neither the Grantee's, nor King County's failure to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall constitute a waiver as to that matter or any other matter. If a party at any time waives its rights with respect to a default under this Agreement or any other matters arising in connection with this Agreement, the waiver shall not be effective unless it is set forth in a written notice signed by the waiving party. A waiver with respect to one default or matter shall not be a waiver of any other default or matter.
- 18. NOTICE.** Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail.

KING COUNTY	GRANTEE
Project Manager – Karen May	Joan Nelson
King County Solid Waste Division	Solid Waste & Recycling Supervisor
201 S. Jackson St., Suite 701	25 West Main St
Seattle, WA 98104	Auburn, WA 98001
206-477-5281	253-931-5103
karen.may@kingcounty.gov	jenelson@auburnwa.gov
	253-876-1900

- 19. INTERPRETATION.** Every term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against either party.
- 20. ENTIRE AGREEMENT.** This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions, or letters, whether oral or in writing, regarding the subject matter of this Agreement. No change to this Agreement will be effective unless the change is in writing and signed by both parties.

KING COUNTY:

Signature

Pat D. McLaughlin, Division Director

King County Solid Waste Division

For Dow Constantine, King County Executive

Date (Please type or print)

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

GRANTEE:

Signature

Nancy Backus

Name (Please type or print)

Mayor

Title (Please type or print)

City of Auburn

Company (Please type or print)

25 W Main St, Auburn, WA 98001

Address (Please type or print)

Date (Please type or print)

91-6001228

Tax ID No. (IRS)

Business Legal Status:

Corporation ____

Sole Proprietorship ____

Partnership ____

Other:

Government

EXHIBIT A - Scope of Work – Commercial Food Waste Outreach Program

City of Auburn

The goal of the City of Auburn's **Commercial Food Waste Outreach Program** is to increase diversion of food waste from moderate to large food generating businesses in the city to local composting facilities and/or organizations that will provide food for low income residents in Auburn. The city will encourage them to enhance existing food waste prevention, donation or composting programs or start a new program by offering to provide education and training about best practices for waste prevention, composting food waste and/or donation of edible food products. Businesses contacted will include, but not be limited to, the Auburn School District kitchen departments, restaurants, food manufacturers and distributors, grocery stores and non-profit food donation locations in the city.

Project Tasks

1. Baseline data collection:

- A. Create a list of all businesses in Auburn that produce food waste by identified SIC codes and their solid waste service levels through the local solid waste haulers, food waste collection vendors (if any) and food donation organizations.
- B. Compare current business listings and data to those businesses who participated in Auburn's 2009-2010 Business Food Waste Project.
- C. Create a tiered listing of businesses for initial outreach identified by quantity generated (to be defined):
 - i. Tier 1A – large generators with food collection program
 - ii. Tier 1B – large generators without food collection program
 - iii. Tier 2A – moderate generators with food collection program
 - iv. Tier 2B – moderate generators without food collection program
 - v. Tier 3A – small generators with food collection program
 - vi. Tier 3B – small generators without food collection program

2. Develop an outreach strategy for each tier:

- A. Contact businesses by phone, a site visit or media piece to identify businesses interested in receiving assistance.
 - i. Create a "menu list" of outreach assistance available to businesses tailored to the type of business (such as restaurants, fast food, distributor, school kitchens, etc.)
 - ii. Upon contact, determine if additional assistance is needed for communication such as for non-English speaking, ethnic, immigrant or businesses of color sectors. If so, seek additional assistance possibly through employees on-site

who may speak English, City of Auburn Community & Business Development services and/or local community organizations for those sectors.

- iii. Produce signage, flyers, posters, food donation “tool kit”, food waste prevention resource listings, and create staff training (which will be tailored for each sector as requested/needed). The City will provide compostable and recycle guidelines and signage in multiple languages to non-English speaking business staff. Signage may include but is not limited to containers, and tips and reminders. If possible, a translator from the community will be used to communicate program opportunities.

- B. Follow-up with businesses, that request assistance and schedule meeting date/time.
 - i. Provide walk through waste audit to determine food waste diversion possibilities and identify support needed from appropriate menu listings. The City will coordinate outreach with local food waste vendors and food donation centers.
 - ii. Provide support as needed per menu listing.
 - iii. The City will periodically (at least once a month for 3 months, then once every 3 months) check with each business to see how the program is working and if any additional support is needed.

3. Data collection:

- A. The City will record the number of businesses contacted each month.
- B. The City will record the number of businesses who ask for assistance (either to start a food waste program or enhance existing efforts) each month.
- C. Tonnage data collection will be recorded monthly via hauler and vendor reports. For each business requesting assistance, and noting data sources for each, the City will record:
 - i. baseline pounds/tons of edible and/or non-edible food waste generated that are currently being disposed and ending up landfilled
 - ii. pounds/tons of food waste diverted to
 - 1. compost facilities
 - 2. local donation centers
- D. When possible, for each business requesting assistance, and noting data sources for each, the City will record monthly cost savings resulting from businesses that enhance existing or starting new food waste prevention, donation or composting programs.
- E. For each business requesting assistance, the City will record qualitative feedback to document their experience and comments about enhancing existing or starting new food waste prevention, donation or composting programs.

- F. The City will record the number of outreach pieces provided to businesses such as postcards, flyers, guidelines, signage, etc.
- G. The City will record the number of times each participating business is contacted or visited, along with pertinent notes about the contact.

CPA 5861388

EXHIBIT B - Work Plan Timeline

Prime Organization: City of Auburn Solid Waste & Recycling Division

Project Title: Commercial Food Waste Outreach Program (2016-2018)

Time frame	Tasks and supporting activities	Milestones and measurable deliverables (include pounds/tons prevented or diverted)	Grant budget amount (to nearest dollar)
2016 – 3rd Quarter (August – September)	Hire the Project Team Consultant & Staff Meet with City to create outreach strategy and action plan Create business listings for outreach with service levels, program data and tonnage collection each month (if available) Start design of outreach materials	Signed Service Agreement Outreach Strategy and Action Plan List of businesses with service levels and program information, and if possible, the tonnage collection each month Draft outreach materials (postcards, signage, etc.)	\$15,000.00
2016 – 4th Quarter (October – December)	3rd Quarter Reporting - Due October 31, 2016 Finish outreach materials Start outreach to businesses by November 1, 2016	Quarterly Report Final copy of outreach materials (postcards, signage, etc.)	\$14,990.00

	Data collection on businesses:	Recording the number businesses contacted Recording the number of outreach pieces such as postcards, flyers, guidelines, etc. delivered to business Recording the number of businesses who start a food waste program Recording the pounds/tons of food waste diverted by using service level data from the local hauler or compost facility, and when possible on-site waste audit reporting Number of pounds/tons of food donated (if possible) Recording monthly cost savings resulting from businesses that start a food waste program Recording qualitative feedback from businesses that start a food waste program.	
	Funding: King County Food Waste Grant	2016 Budget Total	\$29,990.00
2017 – 1st Quarter (January – March)	2016 4 th Quarter Reporting – Due January 31, 2017 Renew Project Team Consultant & Staff contract for 2017	Quarterly Report Signed 1st Addendum for Service Agreement	

	Meet with City to review outreach strategy and action plan Update business listings for outreach with service levels, program data and tonnage collection each month (if available) Review and update (if needed) design of outreach media materials Data collection on businesses:	Outreach Strategy and Action Plan List of businesses with service levels and program information, and if possible, the tonnage collection each month Media materials (postcards, signage, etc.) Recording the number businesses contacted Recording the number of outreach pieces such as postcards, flyers, guidelines, etc. delivered to business Recording the number of businesses who start a food waste program Recording the pounds/tons of food waste diverted by using service level data from the local hauler or compost facility, and when possible on-site waste audit reporting Number of pounds/tons of food donated (if possible) Recording monthly cost savings resulting from businesses that start a	
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		food waste program Recording qualitative feedback from businesses that start a food waste program.	
2017 – 2nd Quarter (April – June)	1st quarter reporting – Due April 30, 2017 Finish outreach pieces (if needed) Continue outreach to local food product businesses Data collection on businesses:	Quarterly Report Final copy of pieces (postcards, signage, etc.) Recording the number of businesses contacted Recording the number of outreach pieces such as postcards, flyers, guidelines, etc. delivered to business Recording the number of businesses who start a food waste program Recording the pounds/tons of food waste diverted by using service level data from the local hauler or compost facility, and when possible on-site waste audit reporting. Number of pounds/tons of food donated (if possible) Recording monthly cost savings resulting from businesses that start a	

		food waste program Recording qualitative feedback from businesses that start a food waste program.	
2017 – 3rd Quarter (July – September)	2nd Quarter reporting – Due July 31, 2017 Continue outreach to businesses Data collection on businesses:	Quarterly Report Recording the number of businesses contacted. Recording the number of outreach pieces such as postcards, flyers, guidelines, etc. delivered to business Recording the number of businesses who start a food waste program. Recording the pounds/tons of food waste diverted by using service level data from the local hauler or compost facility, and when possible on-site waste audit reporting Number of pounds/tons of food donated (if possible) Recording monthly cost savings resulting from businesses that start a food waste program Recording qualitative feedback from businesses that start a food waste	

		program.	
2017 – 4th Quarter (October – December)	3rd Quarter reporting – Due October 31, 2017 Review outreach strategy and make any necessary changes. Continue outreach businesses Data collection on businesses:	Quarterly Report Same as 2017 3rd Quarter Recording the number businesses contacted Recording the number of outreach pieces such as postcards, flyers, guidelines, etc. delivered to business Recording the number of businesses who start a food waste program Recording the pounds/tons of food waste diverted by using service level data from the local hauler or compost facility, and when possible on-site waste audit reporting Number of pounds/tons of food donated (if possible) Recording monthly cost savings resulting from businesses that start a food waste program Recording qualitative feedback from businesses that start a food waste program.	

2018 – 1st Quarter (January – March)	2017 4th Quarter Final Reporting – Due April 30, 2017 Renew Project Team Consultant & Staff contract for 2018 Meet with City to review outreach strategy and final action plan Update business listings for outreach with service levels, program data and tonnage collection each month (if available) Review and update (if needed) design of outreach media materials Data collection on businesses:	Quarterly Report Signed 2nd Addendum for Service Agreement Outreach Strategy and Action Plan List of businesses with service levels and program information, and if possible, the tonnage collection each month Media materials (postcards, signage, etc.) Recording the number businesses contacted Recording the number of outreach pieces such as postcards, flyers, guidelines, etc. delivered to business Recording the number of businesses who start a food waste program Recording the pounds/tons of food waste diverted by using service level data from the local hauler or compost facility, and when possible on-site waste audit reporting Number of pounds/tons of food donated (if possible) Recording monthly cost savings	
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		resulting from businesses that start a food waste program Recording qualitative feedback from businesses that start a food waste program.	
2018 – 2nd Quarter (April – June)	1st quarter reporting – Due April 30, 2018 Continue outreach to businesses. Data collection on businesses: Final Reporting – Due July 13, 2018	Quarterly Report Recording the number of businesses contacted Recording the number of outreach pieces such as postcards, flyers, guidelines, etc. delivered to business. Recording the number of businesses who start a food waste program Recording the pounds/tons of food waste diverted by using service level data, from the local hauler or compost facility, and when possible on-site waste audit reporting Number of pounds/tons of food donated (if possible) Recording monthly cost savings resulting from businesses that start a food waste program Recording qualitative feedback from businesses that start a food waste	

		program.	
		Final Report.	
	Funding for 2017-2018 from King County WRR Grant: \$29,990. Total Project \$59,000		
	TOTAL GRANT BUDGET:	TOTAL:	\$29,990.00

Project Budget - Exhibit C

Prime Organization:

City of Auburn Solid Waste & Recycling Division

Project Title:

Commercial Food Waste Outreach Program

Instructions:

Expenses incurred prior to grant awards are not eligible for funding. Insert additional rows as needed. Please round to the nearest dollar, except for the fully burdened hourly rate, which can be entered as dollars and cents. Where applicable, make entries in yellow boxes. Neither a cash match nor expenses provided in-kind are required to receive grant but they will be looked on favorably in proposal evaluation.

Definitions:

% Cash Match: the percentage, if any, that would be the responsibility of the grant recipient

Total Cash Match: the calculated amount of the cash match, based on the cash match percentage, which is the portion of the line item Total that would be the responsibility of the grant recipient

Fully burdened hourly rate: hourly rate, including fringe benefits, but excluding overhead and profit, which will be used to calculate the reimbursement amount for individuals that comprise project personnel

In-kind amount: the dollar value of goods, commodities or services relevant to line item provided that would be the responsibility of the Prime Organization

Prime Organization: The organization/business that would be responsible for the project and whose representative would sign the grant contract

Other Project Team Members (Subcontractors): Organizations/businesses that are formally part of the proposing team, led by the Prime Organization

Other Contractual: Entities that the Prime Organization or Other Project Team Members would contract with to carry out parts of the project

Amount to be paid by grant funds: amount expected to be reimbursed to the Prime Organization by King County

NA: not applicable

Part I.

						% Cash Match, if any	Total Cash Match, if any	Amount to be paid with grant funds	Total Project
PERSONNEL FOR PRIME ORGANIZATION									
Name	Job title	Employer	Fully burdened hourly rate	Number of hours on project	Total				
Joan Nelson	Solid Waste Supervisor	City of Auburn		50	\$0	0%	\$0	\$0	\$0

Kathleen Edman	Solid Waste Customer Care Specialist	City of Auburn		1560	\$0	0%	\$0	\$0	\$0
					\$0		\$0	\$0	\$0
PERSONNEL FOR OTHER PROJECT TEAM MEMBERS (SUBCONTRACTORS)					\$0				
Name	Job title	Employer	Fully burdened hourly rate	Number of hours on project	Total				
Kim Ducote*	Principal	Resource Stewards, LLC	\$ 85.00	612	\$52,020	50%	\$26,010	\$26,010	\$52,020
Lynne MacMillian-Stephans	Outreach Staff	Resource Stewards, LLC	\$ 55.00		\$0		\$0	NA	\$0
Melissa Kenn	Outreach Staff	Resource Stewards, LLC	\$ 55.00		\$0		\$0	NA	\$0
			All Personnel Subtotals				\$26,010	\$26,010	\$52,020

EQUIPMENT AND OTHER CAPITAL PURCHASES								
Description							In-kind amount, if any	Total Project
IMPORTANT: This grant will not pay equipment or other capital purchases, other than software specifically designed to reduce commercially generated food waste. List here these types of expenses that are required to carry out the project. These expenses would be the responsibility of the Prime Organization. In any, list in the in-kind column.								\$0
								\$0
								\$0
			Equipment and Other Capital Purchases Subtotals				\$0	\$0

SUPPLIES								
Description					Amount to be paid with grant funds		In-kind amount, if any	Total Project

Product of outreach materials such as flyers, posters, signage, postcards, guidelines, training materials.				\$3,980			\$3,000	\$6,980
								\$0
								\$0
								\$0
Supplies Subtotals				\$3,980			\$3,000	\$6,980

OTHER (travel/mileage at \$.54/mile, printing/duplication, etc.)								
Description				Amount to be paid with grant funds			In-kind amount, if any	Total Project
					NA	NA		\$0
					NA	NA		\$0
					NA	NA		\$0
					NA	NA		\$0
Other Subtotals				\$0			\$0	\$0

Total Project Part I.	\$59,000
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Part II:

OTHER CONTRACTUAL

Name of firm or other entity	Address and Website	Description of services	Number of staff on this project	Number of hours on this project	Amount to be paid with grant funds	In-kind amount, if any	Total amount of contract
							\$0
							\$0
							\$0
							\$0
		Other Contractual Subtotals			\$0	\$0	\$0

Total Project Part II.	\$0
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Total In-kind	\$3,000
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Total Cash Match	\$26,010
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Total to be paid by grant	\$29,990
---------------------------	----------

Project Total Budget (Part I. + Part II.) **\$59,000**

Budget Narrative: Please add any notes to help explain the information presented on the worksheet above.					
City will need \$29,990 for Consultant & supplies at the start of the 2016 contract. The balance of \$29,010 will be funded 100% by 2017-2018 King County WRR Grant.					

Exhibit D

Department of Labor & Industries
Self Insurance Section
P.O. Box 44891
Olympia, WA 98504-4891

SELF-INSURED EMPLOYER
CERTIFICATE OF EXCESS INSURANCE

It is necessary to complete this form if your firm elects to reinsure its workers' compensation liability. Please have your insurance provider assist you in properly completing this form. This information is required in accordance with RCW 51.14 020 (5) and WAC 296-15-050.

Official Use Only	UBI	Account ID
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Self-Insurer: City of Auburn

Name/Address of Excess Insurer: Midwest Employers Casualty Company
14755 North Outer Forty Drive, Suite 300
Chesterfield, Missouri 63017

Policy Number: EWC008921

	New Policy	
X	Policy Renewal (Old Policy Number, if changed)	
	Change to Policy	
	Cancellation of Policy (Effective Date of Cancellation)	
	Reinstatement of Policy	

Policy Period: 01/01/2016 to 01/01/2017

Type of Policy:	Specific:	Retention:	\$500,000
		Maximum Liability of Excess Insurer:	STATUTORY
	Aggregate:	Retention:	N/A
		Maximum Liability of Excess Insurer:	N/A

This policy contains the following endorsements:

X	
Yes	No

This policy is not intended to provide for the payment of any costs, benefits or compensation which the self-insured employer may be obligated to pay pursuant to the provisions of Title 51 RCW, in excess of 80% of any such liabilities, as required by RCW 51.14 020 (5).

X	
Yes	No

It is further understood that this excess insurance company and its personnel do not participate in the administration of the responsibilities of the self-insured under Title 51 RCW.

Date: 12/23/2015

By:

Donna X. Knowling

Excess Insurer: Midwest Employers Casualty Company

F207-095-000 self-insured employer cert. of excess insurance

1-89

Official Use Only
LINUS

LOTUS

Date certificate issued: 12/23/2015

February 17, 2016

King County
Procurement and Payables Section
Chinook Building, 3rd Floor, CNK-ES-0340
401 Fifth Avenue
Seattle, WA 98104

RE: City of Auburn
RFP 1023-16-VLN Food Waste Incentives Non-Residential Target

Evidence of Coverage

The City of Auburn is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence combined single limit of liability coverage with a \$2 million aggregate limit in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap, excess liability and professional liability.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,



Eric B. Larson
Deputy Director

cc: Rob Roscoe
Kathleen Edman

King County Consultant Disclosure


King County

Department of Executive Services
Board of Ethics
CNK-ES-0216
401 Fifth Ave., Suite 215
Seattle, WA 98104
206-203-7821 Fax 206-206-4328
TTY Relay 711
board.ethics@kingcounty.gov

Please read carefully. No payment will be made to the Consultant until this form has been filed with the Contract and with the King County Board of Ethics

For Board of Ethics use only	Date Received _____
	Audit Date _____
	Date Closed _____

Pursuant to King County Code (K.C.C.) 3.04.120, each consultant entering into a contract to provide professional or technical services to the county costing in excess of the amount specified in K.C.C. 4.16.095 shall complete and file this disclosure form with the King County Board of Ethics and the County Executive. Use additional pages, if necessary. Submit two completed forms: file one with the Board of Ethics, Mail Stop CNK-ES-0216, 401 Fifth Avenue, Suite 215, Seattle, WA 98104, and the other with the contract with the Finance and Business Operations Division, Procurement and Contract Services Section, Mail Stop CNK-ES-0340, 401 Fifth Avenue, Suite 340, Seattle, WA 98104.

Unless otherwise required on this form, the information disclosed shall cover the period of 24 months before and including the date of filing of this sworn statement. If the information reported on this form should change, the consultant is required to submit an amended form.

For purposes of this disclosure form, "consultant" means a person (e.g., individual, partnership, association, corporation, firm, institution or other entity as defined in K.C.C. 3.04.017) who by experience, training and education has established a reputation or ability to provide professional or technical services, as defined in K.C.C. 4.16.010, on a discrete, nonrecurring basis over a limited and pre-established term as an independent contractor to the County.

**Please type or print all information, except required signature.
Incomplete forms will be returned.**

Today's Date June 15, 2016

Contract Number 5861388 Amount of Contract \$29,990.00

Consultant's Name City of Auburn Solid Waste Division

Address 25 West Main Street Phone Number +1 (253) 931-5103

City Auburn State Washington ZIP Code 98001

Effective Date of Contract 8-1-16 Expiration Date of Contract 7-31-18

Type of Services Contracted Commercial Food Waste Reduction Outreach & Education

Contracting County Dept. King County Division Solid Waste Division

County Contact Person Karen May

Contact Work Phone +1 (206) 477-5281 Mail Stop Karen.May@KingCounty.gov

1. List the name of any former county employee who is or will be working for the consultant on this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box ☒

Name of Former Employee _____

Former County Department _____

Date Terminated/Ended _____

2. List the name of any former county employee who has a financial or beneficial interest in this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box ☒

Name of Former Employee _____

Former County Department _____

Date Terminated/Ended _____

3. List any office or directorship in the consultant held by any county employee or member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box ☒

Office/Directorship _____

Name _____

Relationship to Employee _____

4. Indicate any financial interest in the consultant held or received by any county employee or any member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box ☒

Name _____

Relationship to Employee _____

Percentage of stock or other form of interest in the consultant, if more than 5% (indicate percentage of stock or other interest, amount/value and describe)

Receipt of compensation, gift, or thing of value from the consultant (indicate amount/value and describe)

5. List all contracts between the consultant and the county in the five years immediately preceding the presently contemplated contract. Attach a separate sheet if necessary.

If none, check this box ☒

Contract No.	Type of Service Provided	Amount Paid to Consultant	Duration (From-To)	County Department and Division

6. List any position(s) on any county board or commission, whether salaried or unsalaried, held by any officer or director of the consultant in the five years immediately preceding the presently contemplated contract.

If none, check this box ☒

Officer/Director Name _____

Position _____

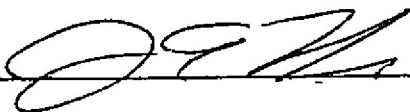
Name of County Board or Commission _____

7. Is there any other information known to the consultant about any interest or relationship between any county employee, including any member of his or her immediate family and the consultant other than disclosed above? If so, please explain.

If none, check this box ☒

Declaration

I, Joan Nelson (print name), declare under penalty of perjury under the laws of the State of Washington that the foregoing is true, complete, and correct.

Signature  Title Solid Waste Supervisor

Signed this 15 day of June (month), 2016.
at Auburn (city) Washington (state)

Alternate Formats Available
206-296-1586 TTY Relay 711

