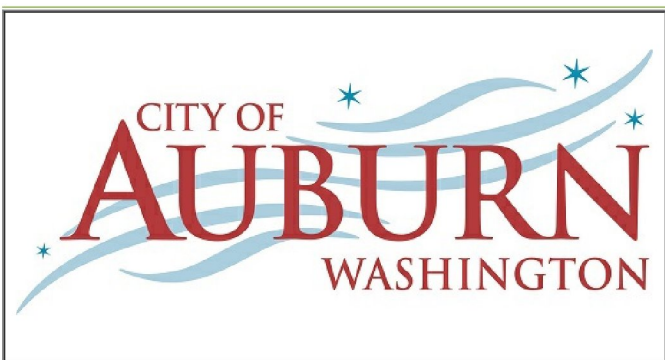


	City Council Meeting July 17, 2023 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

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

III. PUBLIC PARTICIPATION

1. Public Participation

The Auburn City Council Meeting scheduled for Monday July 17, 2023 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/88937902519>

A. Pledge of Allegiance

IV. Roll Call

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

VI. AGENDA MODIFICATIONS

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

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

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

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

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

Email written comments to:
publiccomment@auburnwa.gov

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

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

VIII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baldwin)
2. Council Rules and Procedure Ad Hoc Committee (Chair Rakes)

IX. CONSENT AGENDA

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

- A. Minutes of the June 5, 2023, Regular City Council Meeting
- B. Minutes of the June 12, 2023, and July 10, 2023, Study Session Meetings

C. Minutes of the June 26, 2023, Special City Council Meeting

D. Claims Vouchers (Thomas)

Claims voucher list dated June 28, 2023 which includes voucher number 472377 through 472526, in the amount of \$5,487,029.29, one electronic fund transfer in the amount of \$38.99, and five wire transfers in the amount of \$902,344.30

Claims voucher list dated July 12, 2023 which includes voucher number 472527 through 472829, in the amount of \$1,327,349.79, two electronic fund transfers in the amount of \$2,003.07, and three wire transfers in the amount of \$779,107.34

E. Payroll Voucher (Thomas)

Payroll check numbers 539499 through 539501 in the amount of \$734,755.83 electronic deposit transmissions in the amount of \$2,419,773.96 for a grand total of \$3,154,529.79 for the period covering June 15, 2023 to June 28, 2023

Payroll check numbers 539503 through 539507 in the amount of \$77,525.26 electronic deposit transmissions in the amount of \$2,731,096.70 for a grand total of \$2,808,621.96 for the period covering June 29, 2023 to July 12, 2023

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

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. ORDINANCES

A. Ordinance No. 6911 (Thomas)

An Ordinance amending Ordinance No. 6879, the 2023-2024 Biennial Operating Budget Ordinance, and Ordinance No. 6888, the 2023-2024 Biennial Capital Budget, authorizing amendment to the City of Auburn 2023-2024 Budget as set forth in schedule "A" and schedule "B"

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6911)

B. Ordinance No. 6912 (Thomas)

An Ordinance amending Section 13.06.360 of the Auburn City Code (ACC), relating to City Utility Rates

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6912)

XIII. RESOLUTIONS

A. Resolution No. 5725 (Faber)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Washington Department of Commerce to accept and expend Grant Funds for continued Restoration and Phase 2 Restoration of the Auburn Arts and Culture Center

(RECOMMENDED ACTION: Move to approve Resolution No. 5725.)

B. Resolution No. 5726 (Legal)

A Resolution authorizing the Mayor to execute the First Amendment to the Site Agreement between the City of Auburn and SBA 2012 TC Assets LLC related to leasing Game Farm Park Property for a Telecommunications Tower

(RECOMMENDED ACTION: Move to approve Resolution No. 5726.)

C. Resolution No. 5727 (Faber)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the National Recreation and Park Association to accept and expend Grant Funds for improvements to the Paved Pathway System at Auburndale Park

(RECOMMENDED ACTION: Move to approve Resolution No. 5727.)

D. Resolution No. 5728 (Gaub)

A Resolution authorizing the Mayor to execute and administer Washington State Public Works Trust Fund Loan Documents to Finance Roadway Improvements on Auburn Way South from Hemlock Street SE to Poplar Street SE (Project CP1622)

(RECOMMENDED ACTION: Move to approve Resolution No. 5728.)

XIV. MAYOR AND COUNCILMEMBER REPORTS

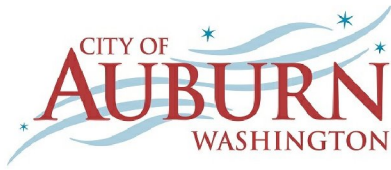
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

B. From the Mayor

XV. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the June 5, 2023, Regular City Council Meeting

Department:

City Council

Attachments:

[06-05-2023 Minutes](#)

Date:

July 12, 2023

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

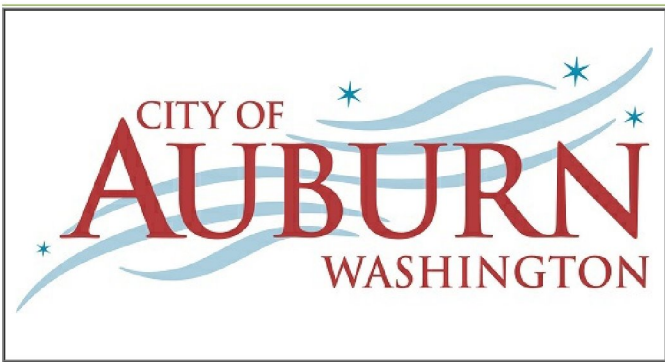
Revised Budget: \$0

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

Meeting Date: July 17, 2023

Staff:

Item Number: CA.A

	City Council Meeting June 5, 2023 - 7:00 PM UPDATED - City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

IV. Roll Call

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

Department directors and staff members present included: City Attorney Kendra Comeau, Senior City Staff Attorney Harry Boesche, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Innovation and Technology David Travis, Director of Human Resources & Risk Management Candis Martinson, Director of Finance Jamie Thomas, Director of Community Development Jeff Tate, Director of Anti-Homelessness Kent Hay, Business Systems Analyst Jonathan Barbano, and City Clerk Shawn Campbell.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Juneteenth

Mayor Backus to proclaim June 19, 2023 as "Juneteenth" in the City of Auburn

Mayor Backus proclaimed June 19, 2023 as Juneteenth in the City of Auburn.

Director Goodson-Moore thanked the Mayor and Council for their support. She shared the significance of the holiday. She invited everyone to attend the Juneteenth celebration on June 18, 2023, at Les Gove Park.

B. LGBTQIA+ Pride Month

Mayor Backus to proclaim June 2023 as "LGBTQIA+ Pride Month" in the City of Auburn

Mayor Backus proclaimed June as LGBTQIA+ Pride Month.

Junior City Council Chair Wylan Menzia thanked the Mayor and Council for their support.

VI. APPOINTMENTS

A. Planning Commission

City Council to approve the appointments of William Stewart, Aaron VanderPol, and Lynn Walters to the Planning Commission for a three year term expiring December 31, 2025

Councilmember Baldwin moved and Councilmember Brown seconded to approve the appointments of William Stewart, Aaron VanderPol, and Lynn Walters to the Planning Commission for a three year term expiring December 31, 2025.

MOTION CARRIED UNANIMOUSLY. 7-0

VII. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

1. Public Hearing for Right-of-Way No. VAC22-0003

City Council to hold a public hearing in consideration of Right-of-Way Vacation No. VAC22-0003. See Ordinance No. 6905 for further action on this item.

No one came forward to speak.

2. Executive Session

Mayor Backus adjourned into an executive session at 7:16 p.m. per RCW 42.30.110(1)(i) to discuss Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency for 30 minutes. Councilmembers, City Attorney Comeau, Senior City Staff Attorney Boesche, Special Appointed Legal Counsel Charlotte Archer, Outside Counsel Susan Michael, and Director Martinson were required to attend. There was action after the executive session.

Mayor Backus extended the executive session by an additional 10 minutes.

Mayor Backus reconvened the meeting at 7:56 p.m.

A. Audience Participation

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

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

Jane Koler provided comments regarding proposed Ordinance No. 6908.

Norah Hershberger 112 E Street SW Auburn
Ms. Hershberger stated she is a member of the Police Advisory Board (PAC). She expressed concerns with violent crime in the City.

David Goertzen 10399 318th Street Auburn
Mr. Goertzen expressed concerns about the Garden Avenue Project.

Sue Webb 10399 318th Street Auburn
Ms. Webb expressed concerns about the Garden Avenue Project.

David Chivis 17 S Division Street Auburn
Mr. Chivis expressed appreciation for the Auburn Police Department and the Auburn Farmers Market.

Virginia Haugen 2503 R ST SE Auburn
Ms. Haugen thanked the Parks program for their programs. She expressed concerns about the City entering into contracts that effect property owners.

B. Correspondence

There was no correspondence for Council to review.

IX. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baldwin)

Councilmember Baldwin, Chair of the Finance ad hoc committee, reported she and Councilmember Baggett have reviewed the claims

and payroll vouchers described on the agenda this evening and recommended their approval.

2. Mayoral Benefits and Leave Compensation Review Ad Hoc Committee (Chair Baldwin)

Councilmember Baldwin, Chair of the Mayoral Benefits and Leave Compensation Review ad hoc committee, provided Council with a statement from the ad hoc committee and thanked Mayor, Council, and staff for their hard work.

X. CONSENT AGENDA

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

A. Minutes of the April 24, 2023, May 8, 2023, and May 22, 2023 City Council Study Session Meetings

B. Minutes of the May 1, 2023, Regular City Council Meeting

C. Minutes of the May 18, 2023 and May 19, 2023, Special City Council Meetings

D. Claims Vouchers (Thomas)

Claims voucher list dated May 15, 2023 which includes voucher number 471821 through 472002, in the amount of \$3,403,786.25 and five wire transfers in the amount of \$77,622.92

Claims voucher list dated June 5, 2023 which includes voucher number 472003 through 472109, in the amount of \$2,205,594.81 and five wire transfers in the amount of \$1,379,404.61

Claims voucher list dated June 5, 2023 which includes voucher number 472110 through 472192, in the amount of \$1,946,728.79 and zero wire transfers in the amount of \$0.00

E. Payroll Voucher (Thomas)

Payroll check numbers 539489 through 539492 in the amount of \$82,166.72 electronic deposit transmissions in the amount of \$2,667,459.88 for a grand total of \$2,749,626.60 for the period covering April 27, 2023 to May 10, 2023

Payroll check numbers 539493 through 539493 in the amount of \$619,159.00 electronic deposit transmissions in the amount of \$2,411,285.48 also a special payroll for Police Commissioned Comp Payout with electronic deposit transmission in the amount of \$32,478.62 for a grand total of \$3,062,923.10 for the period covering May

11, 2023 to May 31, 2023

- F. Setting the date for a Public Hearing for the 2024-2029 Transportation Improvement Program (Gaub)
City Council to set the date for a Public Hearing for the 2024-2029 Transportation Improvement Plan

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

MOTION CARRIED UNANIMOUSLY. 7-0

XI. UNFINISHED BUSINESS

There was no unfinished business.

XII. NEW BUSINESS

There was no new business.

XIII. ORDINANCES

- A. Ordinance No. 6902 (Tate)

An Ordinance relating to Building Codes, and Amending Chapter 15.08A, Sections 15.07.010, 15.07.020, 15.07.030, 15.07.040, 15.07.080, 15.07.090, 15.07.100, 15.07.140, 15.07.150, 15.020.010, 15.20.030, 15.20.050, 15.32.010, 15.32.050, 15.36A.011, 15.36A.091, 15.74.040 and 15.74.050, Repealing Chapters 15.04, 15.06, and 15.48 of the Auburn City Code

Councilmember Brown moved and Councilmember Trout-Manuel seconded to approve Ordinance No. 6902.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 6905 (Gaub)

An Ordinance Vacating Unopened City Right-of-Way located within a portion of 116th Avenue SE that lies North of SE 304th Street, within the City of Auburn, Washington

Councilmember Brown moved and Councilmember Mulenga seconded to approve Ordinance No. 6905.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Ordinance No. 6906 (Council)

An Ordinance amending Section 2.08.020 of the Auburn City Code related to the purpose of the City's Independent Salary Commission

Councilmember Baldwin moved and Councilmember Baggett seconded to approve Ordinance No. 6906.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Ordinance No. 6907 (Council)

An Ordinance relating to the Salary and Employment Benefits of the City Mayor Position, amending Auburn City Code Sections 2.03.020, 2.63.120 and 2.63.160, and providing (in a Non-Codified Section) Employment Benefit Payment Terms for the Current City Mayor

An updated version of the Ordinance was provided to Council.

Councilmember Baldwin moved and Councilmember Baggett seconded to approve Ordinance No. 6907.

MOTION CARRIED UNANIMOUSLY. 6-1. Councilmember Brown voted no.

E. Ordinance No. 6909 (Gaub)

An Ordinance relating to restrictions and limitations of Public Right-of-Way use and revising Chapter 10.28 of the Auburn City Code

Councilmember Brown moved and Councilmember Trout-Manuel seconded to approve Ordinance No. 6909.

MOTION CARRIED UNANIMOUSLY. 7-0

XIV. RESOLUTIONS

A. Resolution No. 5710 (Thomas)

A Resolution relating to the Auburn Food Bank's Day Center and Night Shelter Operations and authorizing the Mayor to negotiate, administer, and execute an Agreement with the Auburn Food Bank

Councilmember Trout-Manuel moved and Councilmember Baldwin seconded to approve Resolution No. 5710.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5716 (Tate)

A Resolution approving the South King Housing and Homelessness 2024 Work Plan and 2024 Operating Budget

Councilmember Trout-Manuel moved and Councilmember Rakes seconded to approve Resolution No. 5716.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5717 (Comeau/Caillier)

A Resolution authorizing the City to enter an Agreement with King County Library System (KCLS) for City Law Enforcement Services on KCLS Property

Deputy Mayor Jeyaraj moved and Councilmember Rakes seconded to approve Resolution No. 5717.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Resolution No. 5721 (Council)

A Resolution amending the City Council Rules of Procedure

Councilmember Baldwin moved and Councilmember Trout-Manuel seconded to approve Resolution No. 5721.

MOTION CARRIED UNANIMOUSLY. 7-0

XV. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember Mulenga reported she attended PetPalooza and the Imperial Palace Casino Ribbon Cutting event.

Councilmember Rakes reported she attended the Imperial Palace Casino Ribbon Cutting event.

Councilmember Trout-Manuel reported she attended the National League of Cities HELO meeting, the Memorial Day Ceremony, Sound Cities networking dinner, Blue Ribbon Committee meeting, and the Auburn Farmers Market.

Councilmember Brown complimented the Parks Department on the Auburn Farmers Market.

Councilmember Baldwin reported she attended PetPalooza, the Auburn Farmers Market, and the Roses Makers Market Boutique Ribbon Cutting event.

B. From the Mayor

No report.

XVI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:41 p.m.

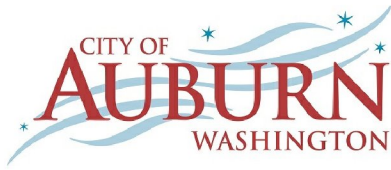
APPROVED this 17th day of July, 2023.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the June 12, 2023, and July 10, 2023, Study Session Meetings

Date:

July 12, 2023

Department:

City Council

Attachments:

[06-12-2023 Minutes](#)

[07-10-2023 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

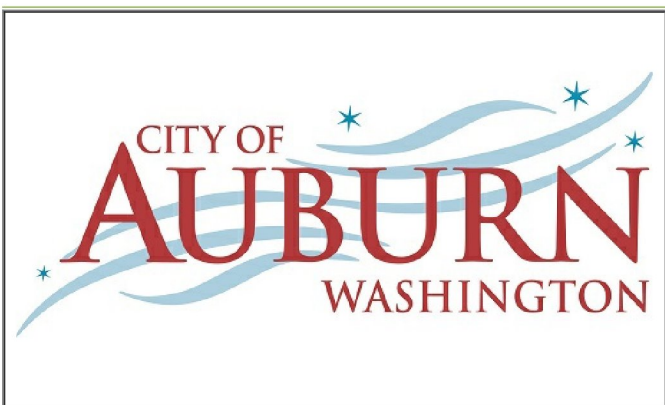
Revised Budget: \$0

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

Meeting Date: July 17, 2023

Staff:

Item Number: CA.B

	City Council Study Session Muni Services SFA June 12, 2023 - 5:30 PM City Hall Council Chambers AGENDA Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Bob Baggett, Robyn Mulenga, Cheryl Rakes, and Councilmember Yolonda Trout-Manuel. Councilmember Kate Baldwin arrived at 5:35 p.m. Councilmember Larry Brown was excused.

Department directors and staff members present included: City Attorney Kendra Comeau, Senior City Staff Attorney Harry Boesche, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Paralegal Megan Stockdale, Senior Transportation Planner Cecile Malik, Director of Administration Dana Hinman, Director of Equity and Inclusion Brenda Goodson-Moore, Assistant Director of Engineering Services Jacob Sweeting, Director of Innovation and Technology David Travis, Assistant Director of Human Resources Aaron Barber, Director of Finance Jamie Thomas, Director of Human Resources and Risk Management Candis Martinson, Commander David Colglazier, Commander Todd Byers, Prosecutor Sergio Flores, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

III. AGENDA MODIFICATIONS

There were no modifications to the agenda.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Comprehensive Transportation Plan Update - Policy Review (Gaub) (35 Minutes)

Assistant Director Sweeting and Planner Malik provided Council with an overview of the Comprehensive Plan Policy including the goals, policies, and actions of the plan; new legislative requirements, planning, equity, environment, multimodal transportation network, concurrency, managing capacity needs, right of way, maintenance preservation, and parking.

Council discussed car share programs, FBO partnerships, train schedules, and the Link Light-Rail. Council thanked them for all their hard work.

B. 2023 Legislative Update (Hinman) (20 Minutes)

An update on the bills that the City of Auburn worked on during the 2023 Legislative Session

Director Hinman provided Council with a 2023 Legislative Update including the timeframe of the session, number of bills introduced, number of bills passed, and number of bills vetoed, and the Special Session. Director Hinman discussed the different categories of the bills including Public Safety, Public Works and Infrastructure, Regulatory and Land Use, Parks and Open Spaces, and Social Services.

Council discussed the Blake Decision, and the next Legislative Session.

C. 1st Quarter 2023 Financial Report (Thomas) (20 Minutes)

Director Thomas provided Council with the 2023 First Quarter Financial Report including the General Fund Revenue overview, Property Tax, Retail Sales and Use Tax, Utility Tax, Business and Occupation (B&O) Tax, and other taxes. She also discussed Licenses and Permits, Intergovernmental Funds, charges for services, General Fund Expenditures by Departments, ARPA Funds update, non-General Fund highlights both Capital and Enterprise Funds.

Council discussed Park Funds.

VI. MUNICIPAL SERVICES DISCUSSION ITEMS

A. Municipal Court Study Presentation HRRM (Martinson) (30 Minutes)

City of Auburn requested analysis of Municipal Court Service options by the National Center for State Courts (NCSC)

This portion of the meeting was chaired by Vice-Chair Mulenga.

Director Martinson, John Bello, Principal Court Management Consultant, and Trisha Grove, Public Defender, provided Council with an overview of the Municipal Court Study including a project overview, interlocal agreement, study methodology, historical

information and NCSC study overview, first stage review and analysis, stakeholders' interviews, Community Court, Diversity, Equity, and Inclusion (DEI), comparison analysis, costs, case filing overview and summary, and staffing.

Council discussed costs, Community Court, cases, facility remodel, Government Alliance on Race and Equity (GARE) Toolkit, elections and appointments, and domestic violence cases.

Director Comeau provided Council with an overview of the operational needs, facility needs, software needs, and impacts of numerous people handling case files.

Senior Staff Attorney Boesche provided Council with his concerns with the City's current Court System.

B. Auburn Police Department Annual Reports (Caillier) (20 Minutes)

2022 Annual Reports for the Auburn Police Department covering Use of Force, Commendation, Inquiries and Allegations, and Pursuit Analysis

Chief Caillier and Commander Colglazier provided Council with an overview of the 2022 Annual CIA Review including commendations, internal investigations, supervisory investigations, allegations, collisions, combined discipline, and outside agency investigations.

Council discussed the types of investigations, 911 calls, and online reporting.

Commander Colglazier provided Council with an overview of the 2022 Annual Use of Force Review including contacts vs use of force incidents, force complaints, force types, effective vs not effective type statistics, force resulting in injury, time of day, reason for force, resistance, officer assessment, and demographics.

Council discussed force types.

Commander Byers provided Council with an overview of the 2022 Pursuit Analysis including statistics by months and years, reasons for pursuit, and limitations on pursuits.

Council discussed total pursuits, and auto thefts.

C. Street Racing Presentation (Caillier/Comeau) (10 Minutes)

Presentation will provide updated information about street racing laws

Senior City Staff Attorney Boesche and Chief Caillier provided Council with an overview of the Street Racing Laws and Enforcement including definitions, State laws, City laws, no racing zones, penalties, Senate Bill 5606, and regional enforcement.

Council discussed common areas, and controlled events.

D. Community Court Update (Comeau) (10 Minutes)

Annual update to solicit input from Council, and to provide updated information about improvements and program operations

Prosecutor Flores and Paralegal Stockdale provided Council with an update on Community Court including the goal of Community Court, number of graduates, evidence-based model approach, target behaviors, compliance monitoring, rewards and sanctions, partners and providers, and in custody referrals.

Council discussed size of staff, number of participants, the resource center, and daily tasks. Council thanked the Legal Department for their dedication and hard work.

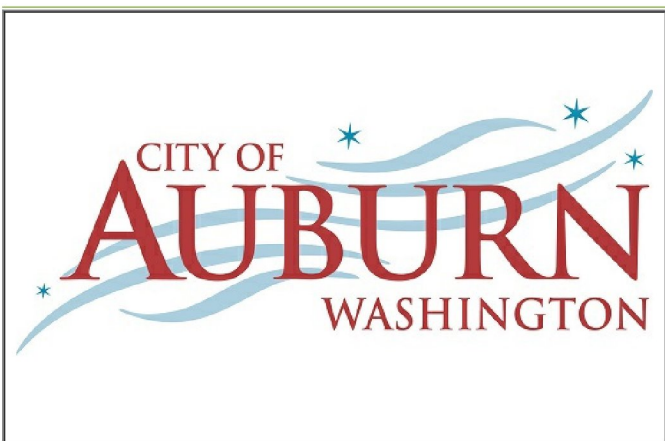
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:53 p.m.

APPROVED this 17th day of July, 2023.

JAMES JEYARAJ, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

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

	City Council Study Session Finance, Technology and Economic Development Special Focus Area July 10, 2023 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

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

Department directors and staff members present included: City Attorney Kendra Comeau, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Innovation and Technology David Travis, Director of Human Resources Jamie Thomas, Financial Planning Manager Frank Downard, Neighborhood Programs Coordinator Chris Lovings, Utility Engineering Manager Ryan Vondrak, Water Engineer Senait Gebreeyesus, Diversity, Equity, and Inclusion Analyst Kia McGlone, Economic Development Manager Jenn Francis, Business Systems Analyst Jonathan Barbano, and City Clerk Shawn Campbell.

III. AGENDA MODIFICATIONS

Ordinance No. 6912 and Inclusive Auburn Coalition presentation were moved to presentations.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. Ordinance No. 6912 (Thomas) (10 Minutes)

Manager Downard and Vice President, Angie Sanchez, with FCS Group provided Council with an overview of the Wholesale Water Rate Update including background, customers, methodology, the continual service rates, and standby charges.

Council discussed continuous water costs and water demands in regards to Tacoma Water.

B. Inclusive Auburn Coalition Presentation (Goodson-Moore) (20 Minutes)

Director Goodson-Moore and Analyst McGlone provided Council with an overview of the Office of Equity. She explained they are working on normalizing racial equity in the City and explained what normalizing racial equity means.

Diversity, Equity, Inclusion, and Justice (DEIJ) Consultant, Sapna Sopori, with Sapna Strategies provided Council with the plan for the Coalition. She reviewed the purpose of creating the Coalition, shared the job description for the Auburn Coalition membership, reviewed the groups that will be apart of the Coalition, the dispositions and skills to be a Coalition member, and reviewed the nomination process. Scott Miller reviewed what the goal for the Coalition is.

Council discussed makeup of the Coalition, the meeting locations, creating a toolbox, the work from the previous consultant, and frequency of updates to Council.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6911 (Thomas) (20 Minutes)

An Ordinance amending Ordinance No. 6879, the 2023-2024 Biennial Operating Budget Ordinance, and Ordinance No. 6888, the 2023-2024 Biennial Capital Budget, authorizing amendment to the City of Auburn 2023-2024 Budget as set forth in schedule "A" and schedule "B"

Director Thomas provided Council with an overview of Ordinance No. 6911 regarding the second Budget Amendment including the adjustment of the beginning fund Balances, new requests, addition of grant funds, and adjustments to Capital Projects.

Council discussed the closure of the BIA fund.

B. 2023 National Night Out Presentation (Tate) (15 Minutes)

An update on Auburn's 2023 National Night Out event

Neighborhood Coordinator Lovings provided Council with the 2023 National Night Out Presentation. He reviewed the Neighborhood Programs, provided a recap of the National Night Out event from 2022, and discussed the plan for the 2023 National Night Out.

Council discussed getting neighborhoods involved, and appreciation of the inclusive nature of the event.

C. Water System Comprehensive Plan Update - Policy Review (Gaub) (30 Minutes)

Manager Vondrak and Engineer Gebreeyes provided Council with an overview of the Water System Comprehensive plan update, they reviewed the goals and policies of the update, an introduction into the water system including removal, addition and modification of policies in regarding business practices, service area goal, operation and maintenance goals, financial goals, planning, environmental stewardship, and design and construction goals.

Council discussed the reduction goals.

VI. FINANCE, TECHNOLOGY AND ECONOMIC DEVELOPMENT DISCUSSION ITEMS

A. Economic Development Update – 2nd Quarter 2023 (Tate) (15 Minutes)

An update on Economic Development Division activity

Councilmember Baldwin Chaired this section of the meeting.

Manager Francis provided Council with an overview of the Economic Development Second Quarter update. She reviewed the Downtown Auburn Cooperative and the BIA update including the partnership projects, downtown engagement, murals in the downtown, downtown business ribbon cutting, the Outlet Collection Marketing Campaign, the Pacific Raceway Marketing Campaign, Pacific Raceways NHRA FanFest 2023, Business Connect Events, the Economic Development element of the Comprehensive Plan, business outreach meetings, tourism, Good Neighbor Agreement, National Night Out, Request for Proposals for Web Location Intelligence Application, and plans for the next update.

Council discussed the SHAG allowance for tenant improvements, the advertising signs and return on investment, the Explore Auburn website, the Muckleshoot Tribal Hotel, the Muckleshoot Canoe Journey event, and partnership opportunities with the Muckleshoot Tribe.

Deputy Mayor announced that the Ad Hoc Committee for the Council Rules of Procedure has been formed and consists of himself, Councilmember Brown, and Councilmember Rakes. Councilmember Rakes will Chair the Committee and their first meeting is July 11, 2023.

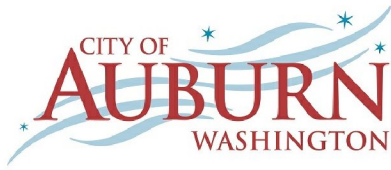
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:58 p.m.

APPROVED this 17th day of July, 2023.

JAMES JEYARAJ, DEPUTY MAYOR Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the June 26, 2023, Special City Council Meeting

Department:

City Council

Attachments:

[06-26-2023 Minutes](#)

Date:

July 12, 2023

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

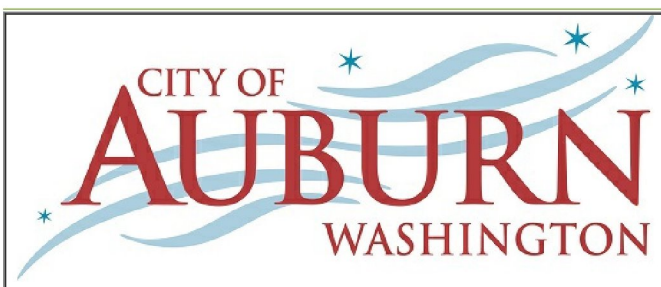
Revised Budget: \$0

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

Meeting Date: July 17, 2023

Staff:

Item Number: CA.C



**Special City Council Meeting
June 26, 2023 - 5:30 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

II. LAND ACKNOWLEDGEMENT

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

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 5:30 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street and led those in attendance in the Pledge of Allegiance.

IV. Roll Call

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

Department directors and staff members present included: Senior City Staff Attorney Doug Ruth, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Anti-Homelessness Kent Hay, Senior Project Engineer Jeffrey Bender, Project Engineer Seth Wickstrom, Storm Drainage Engineer Tim Carlaw, Utilities Engineering Manager Ryan Vondrak, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Capital Projects Status Report and Feature Project (Gaub)

Engineer's Bender and Wickstrom provided Council with an overview of

the Capital Project Status Report and Feature Project including current status, total number of projects, project phases, future projects. They also provided Council with an overview of the featured Capital Project No. CP1603 Coal Creek Springs Transmission Repair, including vicinity map, existing conditions, project scope, improvement and benefits, and project schedule and funding.

Council discussed project costs and grants.

B. Storm Drainage Comprehensive Plan Update – Policy Review (Gaub)

Manager Vondrak and Engineer Carlaw provided Council with an overview of the Storm Drainage Comprehensive Plan Policy review including schedule overview, and policy goal statements. They discussed the storm drainage utility introduction including conditions, quality, and quantity, storm drainage goal categories including system planning, operations and maintenance, fiscal planning, and environment and regional coordination. They also discussed policies review, removed policies, new policies, combined policies, and simplified policies.

Council discussed equity and inclusion in relation to the plan.

VI. APPOINTMENTS

A. Junior City Council

City Council to approve the appointment of Patricia Amadeo and Osiris Romero-Caldera to the Auburn Junior City Council for a two year term expiring August 31, 2024

Deputy Mayor Jeyaraj moved and Councilmember Trout-Manuel seconded to approve the appointment of Osiris Romero-Caldera to the Auburn Junior City Council for a two-year term expiring August 31, 2024.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Urban Tree Board

City Council to approve the appointment of Todd Beals to the Urban Tree Board for a three year term expiring December 31, 2025

Councilmember Brown moved and Councilmember Rakes seconded to approve the appointment of Todd Beals to the Urban Tree Board for a three-year term expiring December 31, 2025.

MOTION CARRIED UNANIMOUSLY. 6-0

VII. AGENDA MODIFICATIONS

Removed appointment of Patricia Amadeo to the Auburn Junior City Council.

Removed the Unfinished Business and New Business from the Agenda.
Provided complete Interlocal Agreement for Resolution No. 5723.

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for 2024-2029 Transportation Improvement Program (Gaub)
City Council to conduct a Public Hearing to consider the 2024-2029 Transportation Improvement Plan

No one came forward to speak.

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.

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

Robert Bisordi 4422 C ST NE Auburn 98002
Mr. Bisordi expressed his concerns regarding the B&O Tax.

John Brekke 3702-3902 West Valley Hwy & 407-435 E Main ST
Auburn 98001
Mr. Brekke expressed his concerns regarding crime in the City of Auburn. He thanked Mayor and Council for all their hard work.

C. Correspondence

There was no correspondence for Council to review.

IX. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baldwin)

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

X. CONSENT AGENDA

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

A. Claims Vouchers (Thomas)

Claims voucher list dated June 14, 2023 which includes voucher number 472193 through 472376, in the amount of \$4,450,661.68 and three wire transfers in the amount

of \$960,854.89

B. Payroll Voucher (Thomas)

Payroll check numbers 539494 through 539497 in the amount of \$76,568.21, electronic deposit transmissions in the amount of \$2,739,728.14 for a grand total of \$2,816,296.35 for the period covering June 1, 2023 to June 14, 2023

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

MOTION CARRIED UNANIMOUSLY. 6-0

XI. UNFINISHED BUSINESS

The item was removed from the agenda.

XII. NEW BUSINESS

The item was removed from the agenda.

XIII. RESOLUTIONS

A. Resolution No. 5718 (Comeau)

A Resolution authorizing the Mayor to lease a portion of the City's Game Farm Park Administration Building to the Washington State Department of Fish and Wildlife

Councilmember Mulenga moved and Councilmember Trout-Manuel seconded to approve Resolution No. 5718.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5720 (Gaub)

A Resolution approving and adopting the 2024-2029 Transportation Improvement Program of the City of Auburn

Councilmember Brown moved and Deputy Mayor Jeyaraj seconded to approve Resolution No. 5720.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5722 (Hay)

A Resolution authorizing the Mayor to sign the King County Regional Interlocal Agreement enabling the City to receive its share of the Opioid Settlement Funds

Councilmember Trout-Manuel moved and Councilmember Mulenga seconded to approve Resolution No. 5722.

MOTION CARRIED UNANIMOUSLY. 6-0

D. Resolution No. 5723 (Hay)

A Resolution authorizing the Mayor to sign the Pierce County Regional Interlocal Agreement enabling the City to receive its share of the Opioid

Settlement Funds

Deputy Mayor Jeyaraj moved and Councilmember Trout-Manuel seconded to approve Resolution No. 5723.

MOTION CARRIED UNANIMOUSLY. 6-0

E. Resolution No. 5724 (Comeau)

A Resolution authorizing the Mayor to execute a lease agreement between the City of Auburn and the City of Federal Way for a portion of the City's Game Farm Park Administration Building

Deputy Mayor Jeyaraj moved and Councilmember Rakes seconded to approve Resolution No. 5724.

MOTION CARRIED UNANIMOUSLY. 6-0

XIV. **MAYOR AND COUNCILMEMBER REPORTS**

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

Deputy Mayor reported he attended the Juneteenth Celebration, the Association of Washington Cities (AWC) Conference. He announced that he will be creating an ad hoc committee for Council Rules of Procedure.

Councilmember Mulenga reported she attended the Kids Day event.

Councilmember Rakes reported she attended the Muckleshoot Veterans PowWow, Juneteenth Celebration, the Association of Washington Cities (AWC) Conference, and Community Wellness discussions on DEI.

Councilmember Brown reported he attended the Pride Flag raising at City Hall, and the Pride event at the Auburn Farmers Market.

Councilmember Baggett reported on the upcoming Regional Transit Committee meeting.

A. **From the Council**

Deputy Mayor reported he attended the Juneteenth Celebration, the Association of Washington Cities (AWC) Conference. He announced that he will be creating an ad hoc committee for Council Rules of Procedure.

Councilmember Mulenga reported she attended the Kids Day event.

Councilmember Rakes reported she attended the Muckleshoot Veterans PowWow, Juneteenth Celebration, the Association of Washington Cities (AWC) Conference, and Community Wellness discussions on DEI.

Councilmember Brown reported he attended the Pride Flag raising at City Hall, and the Pride event at the Auburn Farmers Market.

Councilmember Baggett reported on the upcoming Regional Transit Committee meeting.

B. From the Mayor

Mayor Backus reported she attended the 2023 Intercity Study Mission in San Jose with the Seattle Chamber of Commerce, met with Mayor of San Francisco, London Breed, and discussed affordable housing options, homelessness, and substance abuse. She attended the Pride event at the Auburn Farmers Market, Juneteenth Celebration, and attended the 55th Class of Community Emergency Response Team (CERT) Graduation.

XV. ADJOURNMENT

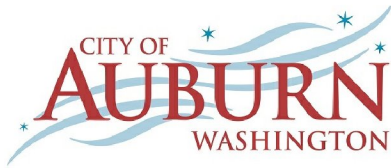
There being no further business to come before the Council, the meeting was adjourned at 6:34 p.m.

APPROVED this 17th day of July, 2023.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

June 14, 2023

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated June 28, 2023 which includes voucher number 472377 through 472526, in the amount of \$5,487,029.29, one electronic fund transfer in the amount of \$38.99, and five wire transfers in the amount of \$902,344.30.

Claims voucher list dated July 12, 2023 which includes voucher number 472527 through 472829, in the amount of \$1,327,349.79, two electronic fund transfers in the amount of \$2,003.07, and three wire transfers in the amount of \$779,107.34.

Reviewed by Council Committees:

Councilmember: Baldwin

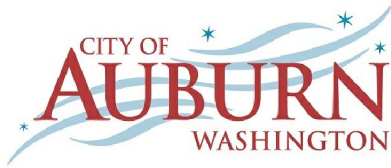
Staff:

Thomas

Meeting Date: July 17, 2023

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

June 14, 2023

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background for Motion:**

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 539499 through 539501 in the amount of \$734,755.83 electronic deposit transmissions in the amount of \$2,419,773.96 for a grand total of \$3,154,529.79 for the period covering June 15, 2023 to June 28, 2023.

Payroll check numbers 539503 through 539507 in the amount of \$77,525.26 electronic deposit transmissions in the amount of \$2,731,096.70 for a grand total of \$2,808,621.96 for the period covering June 29, 2023 to July 12, 2023.

Reviewed by Council Committees:

Councilmember: Baldwin

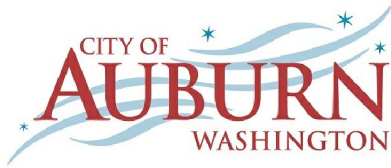
Staff:

Thomas

Meeting Date: July 17, 2023

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6911 (Thomas)

Date:

July 6, 2023

Department:

Finance

Attachments:

[Ordinance No. 6911 BA #2 Interoffice Memo](#)

[Ordinance No. 6911 2023-2024 Budget](#)

[Amendment No. 2](#)

[BA #2 Schedule A](#)

[BA #2 Schedule B](#)

Budget Impact:

Current Budget: \$481,653,642.00

Proposed Revision:

\$12,359,913.00

Revised Budget:

\$494,013,555.00

Administrative Recommendation:

City Council to adopt Ordinance No. 6911.

Background for Motion:

Ordinance No. 6911 is the second amendment to the City of Auburn's 2023 adopted budget, and adjusts budgeted beginning fund balances, authorizes new expenditures offset by new revenues and includes limited requests for new expenditure authority.

Background Summary:

Ordinance No. 6911 (Budget Amendment #2) represents the second budget amendment for the 2023-2024 biennium. The second budget amendment of the biennium consists of adjustments to budgeted beginning fund balances, new expenditures offset by new revenues, and limited requests for new budget authority. For details, see that attached transmittal memorandum and supporting materials.

Reviewed by Council Committees:

Councilmember: Baldwin

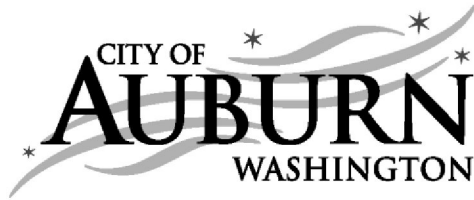
Staff:

Thomas

Meeting Date: July 17, 2023

Item Number:

ORD.A



Interoffice Memorandum

To: City Council
From: Jamie Thomas, Finance Director
CC: Nancy Backus, Mayor
Date: July 3, 2023
Re: Ordinance #6911 – 2023-2024 Budget Amendment #2

Budget Amendment #2 is the second amendment of the City of Auburn's 2023-2024 biennial budget, and the second budget amendment for calendar year 2023. For details on specific requests to amend the 2023 budget, please refer to the accompanying ***Schedule A, Summary of 2023 Budget Adjustments by Fund***.

The main purpose of the second budget amendment of the year is to adjust budgeted 2023 beginning fund balances to match 2022 ending fund balances per accounting records at year end. City-wide 2023 budgeted beginning fund balances are adjusted by a net increase of \$0.9 million.

Additional items included in this amendment are a conversion of one part-time FTE to full-time, closure of the BIA Fund, acceptance and expenditure of new grants, funding adjustments, limited new fund costs not anticipated in the 2023 budget, and transfer dollars among funds to enable certain amendments.

Adjust Budgeted Beginning Fund Balance: This amendment adjusts 2023 budgeted beginning fund balances to be equal to 2022 ending fund balances. Total adjustments by fund type are:

• General Fund (Fund 001)	\$ 6,294,923
• Special Revenue Funds	398,519
• Debt Service Funds	-202,529
• Capital Funds	-2,545,105
• Enterprise Funds	-3,251,870
• Other Funds	218,961
TOTAL	\$ 912,899

FTE Conversion: The Administration Department requests to reclassify one Multimedia Assistant position from 0.75 FTE to 1.0 FTE. The department has agreed to permanently reduce budget in other areas in order to fund this position, creating a net-zero impact to operating expenditures. The request is presented here for transparency and approval.

BIA Fund: The Business Improvement Area Fund was originally scheduled to be spent down and closed in 2024, with its activity moving to the General Fund. This timeline has been accelerated, and the fund will now be closed in 2023. This amendment requests an additional **\$45,941** in budget authority in order to spend down the BIA Fund's remaining balance.

Grants: New grants and grant adjustments in this budget amendment total **\$4,429,360** in revenues and **\$4,930,516** in associated expenditures, including:

• General Fund (Fund 001)	\$ 30,200
• Arterial Street Fund (Fund 102)	560,000
• Arterial Street Preservation Fund (Fund 105) ¹	1,284,356
• Municipal Park Construction Fund (Fund 321)	50,000
• Capital Improvement Projects Fund (Fund 328) ²	1,104,610
• Local Revitalization Fund (Fund 330)	1,598,650
• Storm Drainage Capital Fund (Fund 462) ³	302,700
TOTAL	\$ 4,930,516

Funding Adjustments: Funding adjustment requests included in this budget amendment revise the revenue or expenditure authority for existing programs. Total expenditure funding adjustment requests net to **\$1,995,945**, and include:

• Increase budget for M&O Facility Improvements (upgrade electrical service and add light duty maintenance bays)	\$ 866,000
• Increase budget for C Street SW Preservation ⁴	838,465
• Adjust fleet budget for prior year expenses	332,980
• Carry forward water rights mitigation plan	230,000
• M&O Fuel Island Replacement	175,300
• Contribution of Affordable Housing Tax revenue to SKHHP	152,900
• Flock safety cameras and software for Police Department ⁵	150,000
• Reallocate funding from Dykstra Footbridge to Arts & Culture Center ⁶	100,000
• Increase budget for D Street SE/23 rd Street SE Storm Improvements ⁷	0
• Reschedule R Street SE Widening Project to future years	(830,000)
• Net other adjustments in this category	(19,700)
TOTAL	\$ 1,995,945

¹ Includes Lea Hill Roundabout Project WSDOT grant and matching funds accelerated from 2024 to 2023.

² Includes Lea Hill Safe Routes to Schools grant and matching funds accelerated from 2024 to 2023.

³ Includes unanticipated TIB grant for cp2102 4th Street Preservation.

⁴ This expenditure increase is mitigated by \$288,465 in expected revenue from a pavement mitigation agreement with Icon Materials, lowering the net fund balance impact to \$550,000.

⁵ This is a reallocation of funding from the ARPA-mitigated Cameras for Qualified Census Tracts project. This increase to the IT Operations Fund budget has an accompanying reduction in expense in the IT Capital Projects Fund.

⁶ This is a reallocation of funding from the ARPA-mitigated Dykstra Footbridge project. This increase to the Capital Improvements Fund budget has an accompanying reduction in expense in the Municipal Park Construction Fund.

⁷ This increase is offset by unanticipated grant revenue received for the 4th Street preservation project, so has a net zero impact on expenditures. The \$302,700 increase is presented in the **Grants** section. It is included here for transparency.

New Funding Requests: Requests for new funding included in this budget amendment add spending authority for new programs and unexpected expenditures. Total new funding requests equal \$903,100⁸, and include:

• SKHHP and Habitat for Humanity affordable homeownership project	\$ 300,000
• Utilize insurance recovery fund Auburn Avenue Theater rebuild	228,200
• Use of drug seizure funds to improve Auburn PD range	70,000
• Utilize insurance recovery to fund replacement of public art stolen from Centennial Park	55,900
• National Opioid Settlement funding	52,000
• 2024 Comprehensive Transportation Plan update	50,000
• Police supernumerary position fully reimbursed by Criminal Justice Training Center ⁹	0
TOTAL	\$ 756,100

Transfers: Transfers between funds to accomplish specific budget amendment requests total **\$4,859,180**.

The following table summarizes the current and revised budget as a result of this amendment.

Table 1: 2023 Budget as Amended

2023 Amended Budget	\$ 481,653,642
Budget Amendment #2 (Ord #6911)	<u>12,359,913</u>
Budget as Amended	\$494,013,555

Attachments:

- ❖ 1. Proposed Ordinance #6911 (budget adjustment #2)
- ❖ 2. Summary of proposed 2023 budget adjustments by fund and department (Schedule A)
- ❖ 3. Summary of proposed changes to adopted 2023 budget by fund (Schedule B)

⁸ The SKHHP homeownership project is recognized as a \$300,000 expense in both the General Fund and SKHHP agency Fund for accounting purposes, but is only presented here once.

⁹ Funding for one Officer to be assigned to CJTC for a 3-year duration. The reimbursement received for the Officer's costs will be used to fund a supernumerary position to backfill the Officer assigned to CJTC. No additional expenditure authority is authorized by this amendment, as supernumerary positions are not budgeted.

ORDINANCE NO. 6911

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6879, THE 2023-2024 BIENNIAL OPERATING BUDGET ORDINANCE, AND ORDINANCE NO. 6888, THE 2023-2024 BIENNIAL CAPITAL BUDGET, AUTHORIZING AMENDMENT TO THE CITY OF AUBURN 2023-2024 BUDGET AS SET FORTH IN SCHEDULE "A" AND SCHEDULE "B"

WHEREAS, the Auburn City Council at its regular meeting of November 21, 2022, adopted Ordinances No. 6879 and 6888 which adopted the City of Auburn 2023-2024 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of April 14, 2023, adopted Ordinance No. 6900 (BA#1), which amended Ordinances No. 6879 and 6888 which adopted the City of Auburn 2023-2024 biennial budget; and

WHEREAS, the City of Auburn deems it necessary to appropriate additional funds to the various funds of the 2023 budget as outlined in this Ordinance (BA#2); and

WHEREAS, this Ordinance has been approved by one more than the majority of all councilpersons in accordance with RCW 35A.34.200.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Amendment of the 2023-2024 Biennial Budget. The 2023-2024 Biennial Budget of the City of Auburn is amended pursuant to Chapter 35A.34 RCW, to reflect the revenues and expenditures as shown on Schedule "A" attached hereto and incorporated herein by reference. The Mayor of the City of Auburn,

Washington is hereby authorized to utilize revenue and expenditure amounts shown on said Schedule "A" and Schedule "B". A copy of said Schedule "A" and Schedule "B" is on file with the City Clerk and available for public inspection.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

City Attorney

Published: _____

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
General Fund (#001)						
2023 Adopted Budget	16,428,633	91,190,426	98,143,349	9,475,710		
Previous Budget Amendments	2,424,406	3,632,518	6,163,074	(106,150)		
2023 Amended Budget	18,853,039	94,822,944	104,306,423	9,369,560		
BA#2 (Ordinance #6911, Proposed):	6,294,923	2,658,100	2,791,100	6,161,923		
Administration:						
EMPG ARPA Funds	-	15,200	15,200	-	OT	001-01
Human Resources:						
HR Safety App/Dashboard	-	-	50,000	(50,000)	OT	001-02
City Attorney's Office:						
National Opioid Settlement	-	52,000	52,000	-	OT	001-03
Community Development:						
SKHHP Habitat for Humanity Project	-	300,000	300,000	-	OG	001-04
SKHHP Affordable Housing Tax Revenue	-	-	152,900	(152,900)	OG	001-05
Police Department:						
Move Vehicle Equipment Budget to PD	-	58,000	58,000	-	OT	001-06
Supernumerary position for Academy TAC Officer	-	147,000	-	147,000	OG	001-12
Public Works Department:						
2024 Comprehensive Transportation Plan	-	-	50,000	(50,000)	OT	001-07
Parks Department:						
King County Grant - Recreation	-	15,000	15,000	-	OT	001-08
Public Art Replacement	-	55,900	55,900	-	OT	001-09
Non Departmental:						
Adjust Beginning Balances	6,294,923	-	-	6,294,923	OT	001-10
Reclassify F106 Transfers	-	2,015,000	2,015,000	-	OT	001-11
Flock Safety Cameras	-	-	-	-	OG	001-13
Cp1612 - Auburn Arts & Culture Ctr. Renovation	-	-	-	-	OT	001-14
Equipment Rental Capital Reimbursements	-	-	27,100	(27,100)	OT	001-15
Revised 2023 Budget - Fund 001	25,147,962	97,481,044	107,097,523	15,531,483		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Arterial Street Fund (#102)						
2023 Adopted Budget	965,783	9,085,192	9,360,894	690,081		
Previous Budget Amendments	898,237	6,459,803	7,358,040	-		
2023 Amended Budget	1,864,020	15,544,995	16,718,934	690,081		
BA#2 (Ordinance #6911, Proposed):	486,136	(245,100)	(205,000)	446,036		
Adjust Beginning Balances	486,136	-	-	486,136		102-01
F St SE Non-Motorized Imp.	-	-	65,000	(65,000)		102-02
R St SE/29th St SE Imp. - cp2116	-	(830,000)	(830,000)	-		102-03
2022 Arterial Ped & Bike Safety	-	24,900	-	24,900		102-04
R St SE/ 21st St SE Roundabout	-	-	-	-		102-05
Lea Hill Rd/104th Ave SE Imp.	-	560,000	560,000	-		102-06
Revised 2023 Budget - Fund 102	2,350,156	15,299,895	16,513,934	1,136,117		
Local Street Fund (#103)						
2023 Adopted Budget	1,932,689	2,598,000	2,036,300	2,494,389		
Previous Budget Amendments	937,353	1,261,108	2,195,661	2,800		
2023 Amended Budget	2,870,042	3,859,108	4,231,961	2,497,189		
BA#2 (Ordinance #6911, Proposed):	493,454	-	-	493,454		
Adjust Beginning Balances	493,454	-	-	493,454	OT	103-01
Reclassify F106 Transfers	-	-	-	-	OT	103-02
Revised 2023 Budget - Fund 103	3,363,496	3,859,108	4,231,961	2,990,643		
Hotel/Motel Tax Fund (#104)						
2023 Adopted Budget	480,179	143,900	177,100	446,979		
Previous Budget Amendments	-	-	8,000	(8,000)		
2023 Amended Budget	480,179	143,900	185,100	438,979		
BA#2 (Ordinance #6911, Proposed):	(15,880)	-	-	(15,880)		
Adjust Beginning Balances	(15,880)	-	-	(15,880)	OT	104-01
Revised 2023 Budget - Fund 104	464,299	143,900	185,100	423,099		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Arterial Street Preservation Fund (#105)						
2023 Adopted Budget	2,699,358	4,041,772	4,100,000	2,641,130		
Previous Budget Amendments	1,950,254	763,876	2,714,130	-		
2023 Amended Budget	4,649,612	4,805,648	6,814,130	2,641,130		
BA#2 (Ordinance #6911, Proposed):	(611,342)	1,038,465	2,122,821	(1,695,698)		
Adjust Beginning Balances	(611,342)	-	-	(611,342)	OT	105-01
C Street SW Preservation	-	288,465	838,465	(550,000)	OT	105-02
Lake Tapps Pkwy/Sumner Hwy	-	750,000	1,284,356	(534,356)	OT	105-03
Revised 2023 Budget - Fund 105	4,038,270	5,844,113	8,936,951	945,432		
American Rescue Plan Act Fund Fund (#106)						
2023 Adopted Budget	-	4,030,000	4,030,000	-		
Previous Budget Amendments	-	3,057,286	3,057,286	-		
2023 Amended Budget	-	7,087,286	7,087,286	-		
BA#2 (Ordinance #6911, Proposed):	-	-	-	-		
Reclassify F106 Transfers	-	-	-	-	OT	106-01
Revised 2023 Budget - Fund 106	-	7,087,286	7,087,286	-		
Drug Forfeiture Fund (#117)						
2023 Adopted Budget	857,236	148,000	392,671	612,565		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	857,236	148,000	392,671	612,565		
BA#2 (Ordinance #6911, Proposed):	279,779	-	70,000	209,779		
Adjust Beginning Balances	279,779	-	-	279,779	OT	117-01
Range Improvements	-	-	70,000	(70,000)	OT	117-02
Revised 2023 Budget - Fund 117	1,137,015	148,000	462,671	822,344		
Housing & Comm Develop Fund (#119)						
2023 Adopted Budget	42,842	650,000	650,000	42,842		
Previous Budget Amendments	-	366,330	366,330	-		
2023 Amended Budget	42,842	1,016,330	1,016,330	42,842		
BA#2 (Ordinance #6911, Proposed):	62	-	-	62		
Adjust Beginning Balances	62	-	-	62	OT	119-01
Revised 2023 Budget - Fund 119	42,904	1,016,330	1,016,330	42,904		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Recreation Trails Fund (#120)						
2023 Adopted Budget	95,845	7,100	-	102,945		
Previous Budget Amendments	-	-	66,210	(66,210)		
2023 Amended Budget	95,845	7,100	66,210	36,735		
BA#2 (Ordinance #6911, Proposed):	1,324	-	-	1,324		
Adjust Beginning Balances	1,324	-	-	1,324	OT	120-01
Revised 2023 Budget - Fund 120	97,169	7,100	66,210	38,059		
BIA Fund (#121)						
2023 Adopted Budget	97,502	-	90,000	7,502		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	97,502	-	90,000	7,502		
BA#2 (Ordinance #6911, Proposed):	38,439	-	45,941	(7,502)		
Adjust Beginning Balances	38,439	-	-	38,439	OT	121-01
BIA Fund Closeout	-	-	45,941	(45,941)	OT	121-02
Revised 2023 Budget - Fund 121	135,941	-	135,941	0		
Cumulative Reserve Fund (#122)						
2023 Adopted Budget	30,713,551	80,000	1,391,450	29,402,101		
Previous Budget Amendments	27,000	-	27,000	-		
2023 Amended Budget	30,740,551	80,000	1,418,450	29,402,101		
BA#2 (Ordinance #6911, Proposed):	(148,110)	-	500,000	(648,110)		
Adjust Beginning Balances	(148,110)	-	-	(148,110)	OT	122-01
Move Vehicle Equipment Budget to PD	-	-	-	-	OT	122-02
M&O Facility Improvement	-	-	500,000	(500,000)	OT	122-03
Revised 2023 Budget - Fund 122	30,592,441	80,000	1,918,450	28,753,991		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Mitigation Fees Fund (#124)						
2023 Adopted Budget	10,976,167	1,601,200	7,043,982	5,533,385		
Previous Budget Amendments	4,998,798	-	5,348,798	(350,000)		
2023 Amended Budget	15,974,965	1,601,200	12,392,780	5,183,385		
BA#2 (Ordinance #6911, Proposed):	(125,343)	-	(931,000)	805,657		
Adjust Beginning Balances	(125,343)	-	-	(125,343)	OT	124-01
R St SE/29th St SE Imp. - cp2116	-	-	(830,000)	830,000	OT	124-02
R St SE/ 21st St SE Roundabout	-	-	(185,000)	185,000	OT	124-03
Lea Hill Rd/104th Ave SE Imp.	-	-	84,000	(84,000)	OT	124-04
Revised 2023 Budget - Fund 124	15,849,622	1,601,200	11,461,780	5,989,042		
2020 LTGO A&B Refunding Bonds Fund (#232)						
2023 Adopted Budget	662,707	1,507,600	1,507,600	662,707		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	662,707	1,507,600	1,507,600	662,707		
BA#2 (Ordinance #6911, Proposed):	(202,544)	-	-	(202,544)		
Adjust Beginning Balances	(202,544)	-	-	(202,544)	OT	232-01
Revised 2023 Budget - Fund 232	460,163	1,507,600	1,507,600	460,163		
LID Guarantee Fund (#249)						
2023 Adopted Budget	1,687	10	-	1,697		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	1,687	10	-	1,697		
BA#2 (Ordinance #6911, Proposed):	15	-	-	15		
Adjust Beginning Balances	15	-	-	15	OT	249-01
Revised 2023 Budget - Fund 249	1,702	10	-	1,712		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Parks Construction Fund (#321)						
2023 Adopted Budget	816,504	1,545,100	1,347,800	1,013,804		
Previous Budget Amendments	542,340	1,070,503	1,746,333	(133,490)		
2023 Amended Budget	1,358,844	2,615,603	3,094,133	880,314		
BA#2 (Ordinance #6911, Proposed):	2,616	(50,000)	(12,400)	(34,984)		
Adjust Beginning Balances	2,616	-	-	2,616	OT	321-01
Reclassify F106 Transfers	-	-	-	-	OT	321-02
Fulmer Park Playground Replacement	-	-	37,600	(37,600)	OT	321-03
Grant for Auburndale Park	-	50,000	50,000	-	OT	321-04
Cp1612 - Auburn Arts & Culture Ctr. Renovation	-	(100,000)	(100,000)	-	OT	321-05
Revised 2023 Budget - Fund 321	1,361,460	2,565,603	3,081,733	845,330		
Capital Improvements Fund (#328)						
2023 Adopted Budget	13,078,556	6,833,300	6,320,700	13,591,156		
Previous Budget Amendments	5,608,124	4,459,499	10,127,623	(60,000)		
2023 Amended Budget	18,686,680	11,292,799	16,448,323	13,531,156		
BA#2 (Ordinance #6911, Proposed):	(2,552,310)	1,045,810	1,204,610	(2,711,110)		
Adjust Beginning Balances	(2,552,310)	-	-	(2,552,310)	OT	328-01
Reclassify F106 Transfers	-	-	-	-	OT	328-02
Lea Hill SRTS project	-	(22,250)	136,550	(158,800)	OT	328-03
WA St Heritage Grant -cp1612	-	968,060	968,060	-	OT	328-04
Cp1612 - Auburn Arts & Culture Ctr. Renovation	-	100,000	100,000	-	OT	328-05
Revised 2023 Budget - Fund 328	16,134,370	12,338,609	17,652,933	10,820,046		
Local Revitalization Fund (#330)						
2023 Adopted Budget	245,831	256,200	500,000	2,031		
Previous Budget Amendments	22,399	376,400	398,799	-		
2023 Amended Budget	268,230	632,600	898,799	2,031		
BA#2 (Ordinance #6911, Proposed):	4,589	1,826,850	1,826,850	4,589		
Adjust Beginning Balances	4,589	-	-	4,589	OT	330-01
Reclassify F106 Transfers	-	-	-	-	OT	330-02
CIP Auburn Avenue Theater – Insurance Recovery	-	228,200	228,200	-	OT	330-03
WA St Dir. Appropriation-cp2321	-	1,498,650	1,498,650	-	OT	330-04
Auburn Ave Theater -KC Grant	-	100,000	100,000	-	OT	330-05
Revised 2023 Budget - Fund 330	272,819	2,459,450	2,725,649	6,620		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Water Fund (#430)						
2023 Adopted Budget	10,210,632	20,513,410	24,485,990	6,238,052		
Previous Budget Amendments	1,616,718	700,000	2,316,718	-		
2023 Amended Budget	11,827,350	21,213,410	26,802,708	6,238,052		
BA#2 (Ordinance #6911, Proposed):	161,751	-	2,430,000	(2,268,249)		
Adjust Beginning Balances	161,751	-	-	161,751	OT	430-01
Transfer from Water Fund to Water Capital Fund	-	-	2,200,000	(2,200,000)	OT	430-02
Water Rights Mitigation Plan	-	-	230,000	(230,000)	OT	430-03
Revised 2023 Budget - Fund 430	11,989,101	21,213,410	29,232,708	3,969,803		
Sewer Fund (#431)						
2023 Adopted Budget	9,299,995	9,573,200	10,346,701	8,526,494		
Previous Budget Amendments	565,640	-	565,640	-		
2023 Amended Budget	9,865,635	9,573,200	10,912,341	8,526,494		
BA#2 (Ordinance #6911, Proposed):	2,373,387	-	-	2,373,387		
Adjust Beginning Balances	2,373,387	-	-	2,373,387	OT	431-01
Revised 2023 Budget - Fund 431	12,239,022	9,573,200	10,912,341	10,899,881		
Storm Drainage Fund (#432)						
2023 Adopted Budget	12,957,725	11,087,600	10,729,632	13,315,693		
Previous Budget Amendments	586,240	-	586,240	-		
2023 Amended Budget	13,543,965	11,087,600	11,315,872	13,315,693		
BA#2 (Ordinance #6911, Proposed):	589,087	-	-	589,087		
Adjust Beginning Balances	589,087	-	-	589,087	OT	432-01
Revised 2023 Budget - Fund 432	14,133,052	11,087,600	11,315,872	13,904,780		
Sewer Metro Sub Fund Fund (#433)						
2023 Adopted Budget	3,328,134	20,613,900	20,586,400	3,355,634		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	3,328,134	20,613,900	20,586,400	3,355,634		
BA#2 (Ordinance #6911, Proposed):	909,796	-	-	909,796		
Adjust Beginning Balances	909,796	-	-	909,796	OT	433-01
Revised 2023 Budget - Fund 433	4,237,930	20,613,900	20,586,400	4,265,430		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Solid Waste Fund (#434)						
2023 Adopted Budget	2,135,607	26,646,830	26,533,984	2,248,453		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	2,135,607	26,646,830	26,533,984	2,248,453		
BA#2 (Ordinance #6911, Proposed):	566,164	-	-	566,164		
Adjust Beginning Balances	566,164	-	-	566,164	OT	434-01
Revised 2023 Budget - Fund 434	2,701,771	26,646,830	26,533,984	2,814,617		
Airport Fund (#435)						
2023 Adopted Budget	601,969	1,653,800	1,988,188	267,581		
Previous Budget Amendments	968,496	-	968,496	-		
2023 Amended Budget	1,570,465	1,653,800	2,956,684	267,581		
BA#2 (Ordinance #6911, Proposed):	218,329	-	173,080	45,249		
Adjust Beginning Balances	218,329	-	-	218,329	OT	435-01
Fund Balance Transfer from Operating to Capital	-	-	173,080	(173,080)	OT	435-02
Revised 2023 Budget - Fund 435	1,788,794	1,653,800	3,129,764	312,830		
Cemetery Fund (#436)						
2023 Adopted Budget	1,812,215	1,432,300	2,308,402	936,113		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	1,812,215	1,432,300	2,308,402	936,113		
BA#2 (Ordinance #6911, Proposed):	(160,795)	-	-	(160,795)		
Adjust Beginning Balances	(160,795)	-	-	(160,795)	OT	436-01
Revised 2023 Budget - Fund 436	1,651,420	1,432,300	2,308,402	775,318		
Water Capital Fund (#460)						
2023 Adopted Budget	3,321,676	10,752,092	13,041,560	1,032,208		
Previous Budget Amendments	4,991,035	2,002,363	6,993,398	-		
2023 Amended Budget	8,312,711	12,754,455	20,034,958	1,032,208		
BA#2 (Ordinance #6911, Proposed):	(2,207,912)	2,200,000	-	(7,912)		
Adjust Beginning Balances	(2,207,912)	-	-	(2,207,912)	OT	460-01
Transfer from Water Fund to Water Capital Fund	-	2,200,000	-	2,200,000	OT	460-02
Well Insp. & Redevelopment-wabd11	-	-	-	-	OT	460-03
Revised 2023 Budget - Fund 460	6,104,799	14,954,455	20,034,958	1,024,296		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Sewer Capital Fund (#461)						
2023 Adopted Budget	8,687,557	377,200	5,992,500	3,072,257		
Previous Budget Amendments	3,122,956	-	3,122,956	-		
2023 Amended Budget	11,810,513	377,200	9,115,456	3,072,257		
BA#2 (Ordinance #6911, Proposed):	(1,189,867)	-	-	(1,189,867)		
Adjust Beginning Balances	(1,189,867)	-	-	(1,189,867)	OT	461-01
Revised 2023 Budget - Fund 461	10,620,646	377,200	9,115,456	1,882,390		
Storm Drainage Capital Fund (#462)						
2023 Adopted Budget	7,744,442	536,200	6,713,394	1,567,248		
Previous Budget Amendments	2,892,429	10,000	2,902,429	-		
2023 Amended Budget	10,636,871	546,200	9,615,823	1,567,248		
BA#2 (Ordinance #6911, Proposed):	(1,411,054)	302,700	452,700	(1,561,054)		
Adjust Beginning Balances	(1,411,054)	-	-	(1,411,054)	OT	462-01
CP2102 – 4th St Preservation	-	302,700	-	302,700	OT	462-02
D St SE /23rd St SE Storm Imp	-	-	302,700	(302,700)	OT	462-03
Equipment Rental Capital Reimbursements	-	-	150,000	(150,000)	OT	462-04
Revised 2023 Budget - Fund 462	9,225,817	848,900	10,068,523	6,194		
Airport Capital Fund (#465)						
2023 Adopted Budget	311,215	4,000,755	4,238,390	73,580		
Previous Budget Amendments	100,000	2,226,283	2,326,283	-		
2023 Amended Budget	411,215	6,227,038	6,564,673	73,580		
BA#2 (Ordinance #6911, Proposed):	(173,080)	173,080	-	-		
Adjust Beginning Balances	(173,080)	-	-	(173,080)	OT	465-01
Fund Balance Transfer from Operating to Capital	-	173,080	-	173,080	OT	465-02
Revised 2023 Budget - Fund 465	238,135	6,400,118	6,564,673	73,580		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Cemetery Capital Fund (#466)						
2023 Adopted Budget	7,184	355,100	355,050	7,234		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	7,184	355,100	355,050	7,234		
BA#2 (Ordinance #6911, Proposed):	5,106	-	-	5,106		
Adjust Beginning Balances	5,106	-	-	5,106	OT	466-01
Revised 2023 Budget - Fund 466	12,290	355,100	355,050	12,340		
Insurance Fund (#501)						
2023 Adopted Budget	1,710,775	12,000	182,500	1,540,275		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	1,710,775	12,000	182,500	1,540,275		
BA#2 (Ordinance #6911, Proposed):	(221,809)	-	-	(221,809)		
Adjust Beginning Balances	(221,809)	-	-	(221,809)	OT	501-01
Revised 2023 Budget - Fund 501	1,488,966	12,000	182,500	1,318,466		
Workers' Comp Fund (#503)						
2023 Adopted Budget	3,102,720	1,144,900	750,700	3,496,920		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	3,102,720	1,144,900	750,700	3,496,920		
BA#2 (Ordinance #6911, Proposed):	(189,205)	-	-	(189,205)		
Adjust Beginning Balances	(189,205)	-	-	(189,205)	OT	503-01
Revised 2023 Budget - Fund 503	2,913,515	1,144,900	750,700	3,307,715		
Facilities Fund (#505)						
2023 Adopted Budget	415,868	4,683,900	4,731,374	368,394		
Previous Budget Amendments	96,225	141,000	237,225	-		
2023 Amended Budget	512,093	4,824,900	4,968,599	368,394		
BA#2 (Ordinance #6911, Proposed):	(188,926)	-	-	(188,926)		
Adjust Beginning Balances	(188,926)	-	-	(188,926)	OT	505-01
Revised 2023 Budget - Fund 505	323,167	4,824,900	4,968,599	179,468		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Innovation & Technology Fund (#518)						
2023 Adopted Budget	3,155,085	9,046,000	9,173,835	3,027,250		
Previous Budget Amendments	280,000	-	280,000	-		
2023 Amended Budget	3,435,085	9,046,000	9,453,835	3,027,250		
BA#2 (Ordinance #6911, Proposed):	(368,389)	150,000	650,000	(868,389)		
Adjust Beginning Balances	(368,389)	-	-	(368,389)	OT	518-01
Flock Safety Cameras	-	150,000	150,000	-	OG	518-02
Transfer from IT operations to capital	-	-	500,000	(500,000)	OT	518-03
Multimedia Assistant Reclass	-	-	-	-	OG	518-04
Revised 2023 Budget - Fund 518	3,066,696	9,196,000	10,103,835	2,158,861		
Equipment Rental Fund (#550)						
2023 Adopted Budget	1,769,286	3,527,200	3,564,826	1,731,660		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	1,769,286	3,527,200	3,564,826	1,731,660		
BA#2 (Ordinance #6911, Proposed):	229,180	-	-	229,180		
Adjust Beginning Balances	229,180	-	-	229,180	OT	550-01
M&O Facility Improvement	-	-	-	-	OT	550-02
Revised 2023 Budget - Fund 550	1,998,466	3,527,200	3,564,826	1,960,840		
Equipment Rental Capital Fund (#560)						
2023 Adopted Budget	4,508,173	3,470,540	3,096,120	4,882,593		
Previous Budget Amendments	2,636,560	2,014,945	4,651,505	-		
2023 Amended Budget	7,144,733	5,485,485	7,747,625	4,882,593		
BA#2 (Ordinance #6911, Proposed):	(1,604,514)	985,100	1,316,280	(1,935,694)		
Adjust Beginning Balances	(1,604,514)	-	-	(1,604,514)	OT	560-01
Move Vehicle Equipment Budget to PD	-	(58,000)	(58,000)	-	OT	560-02
Equipment Rental Capital Reimbursements	-	177,100	332,980	(155,880)	OT	560-03
M&O Fuel Island Replacement	-	-	175,300	(175,300)	OT	560-04
M&O Facility Improvement	-	866,000	866,000	-	OT	560-05
Revised 2023 Budget - Fund 560	5,540,219	6,470,585	9,063,905	2,946,899		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

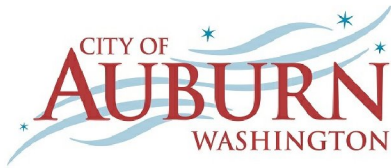
	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
IT Capital Fund (#568)						
2023 Adopted Budget	237,354	674,700	585,300	326,754		
Previous Budget Amendments	464,000	264,000	715,500	12,500		
2023 Amended Budget	701,354	938,700	1,300,800	339,254		
BA#2 (Ordinance #6911, Proposed):	(589,119)	350,000	(150,000)	(89,119)		
Adjust Beginning Balances	(589,119)	-	-	(589,119)	OT	568-01
Flock Safety Cameras	-	(150,000)	(150,000)	-	OG	568-02
Transfer from IT operations to capital	-	500,000	-	500,000	OT	568-03
Revised 2023 Budget - Fund 568	112,235	1,288,700	1,150,800	250,135		
Fire Pension Fund (#611)						
2023 Adopted Budget	1,790,627	103,600	196,256	1,697,971		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	1,790,627	103,600	196,256	1,697,971		
BA#2 (Ordinance #6911, Proposed):	99,905	-	-	99,905		
Adjust Beginning Balances	99,905	-	-	99,905	OT	611-01
Revised 2023 Budget - Fund 611	1,890,532	103,600	196,256	1,797,876		
SKHHP Fund (#654)						
2023 Adopted Budget	1,668,893	297,400	366,475	1,599,818		
Previous Budget Amendments	-	66,612	54,828	11,784		
2023 Amended Budget	1,668,893	364,012	421,303	1,611,602		
BA#2 (Ordinance #6911, Proposed):	76,098	1,012,009	300,000	788,107		
Adjust Beginning Balances	76,098	-	-	76,098	OT	654-01
SKHHP Habitat for Humanity Project	-	-	300,000	(300,000)	OG	654-02
SKHHP Housing Capital Fund Revenue	-	1,012,009	-	1,012,009	OT	654-03
Revised 2023 Budget - Fund 654	1,744,991	1,376,021	721,303	2,399,709		
Cemetery Endowment Fund (#701)						
2023 Adopted Budget	2,158,347	64,130	-	2,222,477		
Previous Budget Amendments	-	-	-	-		
2023 Amended Budget	2,158,347	64,130	-	2,222,477		
BA#2 (Ordinance #6911, Proposed):	42,958	-	-	42,958		
Adjust Beginning Balances	42,958	-	-	42,958	OT	701-01
Revised 2023 Budget - Fund 701	2,201,305	64,130	-	2,265,435		

Schedule A
Summary of 2023 Budget Adjustments by Fund
Budget Amendment #2 (Ordinance #6911)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance	OT/OG	Req No
Grand Total - All Funds						
2023 Adopted Budget	161,030,549	256,021,357	288,796,223	128,255,683		
Previous Budget Amendments	35,729,210	28,872,526	65,298,502	(696,766)		
2023 Amended Budget	196,759,759	284,893,883	354,094,725	127,558,917		
TOTAL BA#2 (Ordinance #6911, Proposed):	912,899	11,447,014	12,584,982	(225,069)		
Revised 2023 Budget	197,672,658	296,340,897	366,679,707	127,333,848		
		494,013,555		494,013,555		

Schedule B
2023 Ending Fund Balance/Working Capital
by Fund

Fund	2023 Amended Beginning Balance	2023 Amended Ending Balance	BA#2 (ORD #6911) Revenues	BA#2 (ORD #6911) Expenditures	BA#2 (ORD #6911) Net Change in Fund Balance	Revised Ending Balance
General Fund (#001)	18,853,039	9,369,560	8,953,023	(2,791,100)	6,161,923	15,531,483
Arterial Street Fund (#102)	1,864,020	690,081	241,036	205,000	446,036	1,136,117
Local Street Fund (#103)	2,870,042	2,497,189	493,454	-	493,454	2,990,643
Hotel/Motel Tax Fund (#104)	480,179	438,979	(15,880)	-	(15,880)	423,099
Arterial Street Preservation Fund (#105)	4,649,612	2,641,130	427,123	(2,122,821)	(1,695,698)	945,432
American Rescue Plan Act Fund (#106)	-	-	-	-	-	-
Drug Forfeiture Fund (#117)	857,236	612,565	279,779	(70,000)	209,779	822,344
Housing & Comm Develop Fund (#119)	42,842	42,842	62	-	62	42,904
Recreation Trails Fund (#120)	95,845	36,735	1,324	-	1,324	38,059
BIA Fund (#121)	97,502	7,502	38,439	(45,941)	(7,502)	0
Cumulative Reserve Fund (#122)	30,740,551	29,402,101	(148,110)	(500,000)	(648,110)	28,753,991
Mitigation Fees Fund (#124)	15,974,965	5,183,385	(125,343)	931,000	805,657	5,989,042
2020 LTGO A&B Refunding Bonds Fund (#232)	662,707	662,707	(202,544)	-	(202,544)	460,163
SCORE Debt Service Fund (#238)	-	-	-	-	-	-
LID Guarantee Fund (#249)	1,687	1,697	15	-	15	1,712
Parks Construction Fund (#321)	1,358,844	880,314	(47,384)	12,400	(34,984)	845,330
Capital Improvements Fund (#328)	18,686,680	13,531,156	(1,506,500)	(1,204,610)	(2,711,110)	10,820,046
Local Revitalization Fund (#330)	268,230	2,031	1,831,439	(1,826,850)	4,589	6,620
Water Fund (#430)	11,827,350	6,238,052	161,751	(2,430,000)	(2,268,249)	3,969,803
Sewer Fund (#431)	9,865,635	8,526,494	2,373,387	-	2,373,387	10,899,881
Storm Drainage Fund (#432)	13,543,965	13,315,693	589,087	-	589,087	13,904,780
Sewer Metro Sub Fund (#433)	3,328,134	3,355,634	909,796	-	909,796	4,265,430
Solid Waste Fund (#434)	2,135,607	2,248,453	566,164	-	566,164	2,814,617
Airport Fund (#435)	1,570,465	267,581	218,329	(173,080)	45,249	312,830
Cemetery Fund (#436)	1,812,215	936,113	(160,795)	-	(160,795)	775,318
Water Capital Fund (#460)	8,312,711	1,032,208	(7,912)	-	(7,912)	1,024,296
Sewer Capital Fund (#461)	11,810,513	3,072,257	(1,189,867)	-	(1,189,867)	1,882,390
Storm Drainage Capital Fund (#462)	10,636,871	1,567,248	(1,108,354)	(452,700)	(1,561,054)	6,194
Airport Capital Fund (#465)	411,215	73,580	-	-	-	73,580
Cemetery Capital Fund (#466)	7,184	7,234	5,106	-	5,106	12,340
Insurance Fund (#501)	1,710,775	1,540,275	(221,809)	-	(221,809)	1,318,466
Workers' Comp Fund (#503)	3,102,720	3,496,920	(189,205)	-	(189,205)	3,307,715
Facilities Fund (#505)	512,093	368,394	(188,926)	-	(188,926)	179,468
Innovation & Technology Fund (#518)	3,435,085	3,027,250	(218,389)	(650,000)	(868,389)	2,158,861
Equipment Rental Fund (#550)	1,769,286	1,731,660	229,180	-	229,180	1,960,840
Equipment Rental Capital Fund (#560)	7,144,733	4,882,593	(619,414)	(1,316,280)	(1,935,694)	2,946,899
IT Capital Fund (#568)	701,354	339,254	(239,119)	150,000	(89,119)	250,135
Fire Pension Fund (#611)	1,790,627	1,697,971	99,905	-	99,905	1,797,876
SKHHP Fund (#654)	1,668,893	1,611,602	1,088,107	(300,000)	788,107	2,399,709
Cemetery Endowment Fund (#701)	2,158,347	2,222,477	42,958	-	42,958	2,265,435
Total	196,759,759	127,558,917	12,359,913	(12,584,982)	(225,069)	127,333,848



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6912 (Thomas)

Date:

July 5, 2023

Department:

Finance

Attachments:

[Ordinance 6912 Auburn Wholesale Rate update](#)

[2023](#)

[Exhibit A - Auburn Wholesale Water Rates 13-](#)

[06-360](#)

[Memorandum Auburn Wholesale Water Rate](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Ordinance No. 6912.

Background for Motion:

This Ordinance amends Ordinance 6883 and adjusts the City of Auburn's wholesale water rates for the years 2023 - 2025, in order to ensure sustainability in the City's utility operations and infrastructure.

Background Summary:

The City of Auburn has agreements to provide wholesale water to Lake Meridian Water District and the City of Algona. In 2022, the City contracted with FCS Group to perform a utility rate study, which included wholesale water rates, to review the adequacy of existing rates and propose new rates as appropriate. Ordinance 6912 amends section 13.06.360 of the City Code with proposed updates to the existing wholesale water rates in accordance with the findings of the FCS Group rate study analysis.

Reviewed by Council Committees:

Councilmember: Baldwin

Staff:

Thomas

Meeting Date: July 17, 2023

Item Number:

ORD.B

ORDINANCE NO. 6912

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AMENDING SECTION 13.06.360
OF THE AUBURN CITY CODE (ACC), RELATING TO CITY
UTILITY RATES**

WHEREAS, pursuant to its powers in RCW 35.92, the City has established a water utility to serve its residents;

WHEREAS, consistent with its responsibilities to operate this utility in a cost-effective manner and in a manner that reflects the City's actual operating costs, the City periodically reviews its utility rate structure to ensure that its rates are set appropriately;

WHEREAS, in 2022, the City consulted with FCS Group to study the City's current water utility rates (including wholesale rates) against the City's cost of service delivery and revenue requirements;

WHEREAS, following the FCS Group utility rate review for wholesale customers conducted at City staff request, City staff recommends that City water utility rates should be adjusted as reflected in this Ordinance.

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

Section 1. Amendment to City Code. Section 13.06.360 of the Auburn City Code is hereby amended to read as set forth in Exhibit A to this Ordinance.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

City Attorney

Published: _____

EXHIBIT A—ORD. 6912

ACC 13.06.360 Water service Rates – Generally.

A. Except as provided in subsections B and C of this section, effective September 1, 2023, the monthly base rate for all water user classifications except interruptible wholesale shall be as set forth in Table 13.06.360-1 below.

Table 13.06.360-1.

Meter Size (inches)	Monthly Charge		
	Effective September 1, 2023	Effective January 1, 2024	Effective January 1, 2025
5/8, 3/4	\$ 19.61	\$ 21.08	\$ 22.66
1 (Single-Family Residential)	\$ 19.61	\$ 21.08	\$ 22.66
1 (All Other Classes)	\$ 22.01	\$ 23.66	\$ 25.43
1-1/2	\$ 23.96	\$ 25.76	\$ 27.69
2	\$ 27.62	\$ 29.69	\$ 31.92
3	\$ 53.13	\$ 57.11	\$ 61.39
4	\$ 66.66	\$ 71.66	\$ 77.03
6	\$ 85.18	\$ 91.57	\$ 98.44
8	\$ 110.05	\$ 118.30	\$ 127.17
10	\$ 156.25	\$ 167.97	\$ 180.57

Charge per 100 cubic feet (ccf)

Customer Class	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025
Single-Family Residential:			
0 to 7 ccf	\$ 3.89	\$ 4.18	\$ 4.49
7.01 to 15 ccf	\$ 4.75	\$ 5.11	\$ 5.49
Over 15 ccf	\$ 5.40	\$ 5.81	\$ 6.25
Multifamily Residential	\$ 4.65	\$ 5.00	\$ 5.38
Commercial	\$ 4.90	\$ 5.27	\$ 5.67
Manufacturing/Industrial	\$ 4.79	\$ 5.15	\$ 5.54
Schools	\$ 5.22	\$ 5.61	\$ 6.03
Municipal/City Accounts	\$ 4.83	\$ 5.19	\$ 5.58
Irrigation	\$ 6.46	\$ 6.94	\$ 7.46
Wholesale (Algona)	\$ 2.39	\$ 2.45	\$ 2.51

Fifty percent shall be added to all rates for water service for customers outside the city limits. City of Auburn utility taxes are included in the monthly rate for all customers except wholesale accounts. Wholesale rates exclude the 50 percent out-of-city service charge and state excise taxes.

B. Interruptible wholesale water supply customers shall pay monthly the sum of the following:

1. Standby Service Charge: the cost to maintain, repair, and replace the infrastructure required to provide water utility service to the interruptible wholesale water customer when the customer requests water supply from the city of Auburn. This is a fixed monthly charge and does not include the delivery of any quantity of water.
2. Usage Charge: the cost of water supply. The charge is based on actual water deliveries, if any, during the month times the usage rate.

3. Purchased Water Surcharge: In any month in which water is purchased from Tacoma Public Utilities or other external agency, the interruptible wholesale customer shall pay an additional charge of \$1.82 per ccf, applied to the quantity of water purchased by the city of Auburn during the month to supply the interruptible wholesale customer.

Interruptible Wholesale Rates

Charge	Effective September 1, 2023	Effective January 1, 2024	Effective January 1, 2025
Standby Service Charge (per month)	\$ 1,575.49	\$ 1,583.74	\$ 1,592.61
Usage Charge (per ccf)	\$ 2.13	\$ 2.19	\$ 2.24
Purchased Water Surcharge (per ccf of water purchased)*	\$ 1.82	\$ 1.82	\$ 1.82

* Subject to change if Tacoma Public Utilities updates its wholesale summer season peaking rate.

C. Water customers served by the City's Braunwood water system. City water customers served by the City's Satellite Water System for Braunwood Estates (approved by City Resolution 2114) shall be subject to the following monthly water service rates, effective January 1, 2023:

Monthly Charge

Meter Size (inches)	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025
3/4"	\$ 19.61	\$ 21.08	\$ 22.66
1"	\$ 19.61	\$ 21.08	\$ 22.66
1-1/2"	\$ 23.96	\$ 25.76	\$ 27.69
2"	\$ 27.62	\$ 29.69	\$ 31.92
3"	\$ 53.13	\$ 57.11	\$ 61.39
4"	\$ 66.66	\$ 71.66	\$ 77.03
6"	\$ 85.18	\$ 91.57	\$ 98.44
8"	\$ 110.05	\$ 118.30	\$ 127.17
10"	\$ 156.25	\$ 167.97	\$ 180.57

Variable Charges based on ccf (100 cubic feet of water used)

Description	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025
B1 (0-7 ccf)	\$3.89	\$4.18	\$4.49
B2 (7.01-15 ccf)	\$4.75	\$5.11	\$5.49
B3 (15.01 – 25 ccf)	\$5.40	\$5.81	\$6.25
B4 (25.01-38 ccf)	\$6.00	\$6.45	\$6.93
B5 (38+ ccf)	\$12.00	\$12.90	\$13.87

To: Ingrid Gaub, P.E. Director of Public Works, City of Auburn

Date: June 26, 2023

From: Angie Sanchez Virnoche, Principal, FCS GROUP

CC: Frank Downard, Ryan Vondrak

RE Wholesale Rate Update

INTRODUCTION

A Wholesale Water Rate Update is part of the 2022 contracted services with the City of Auburn under the Water, Sewer, and Storm Utilities Rate Study. The rate update is consistent with wholesale service agreements in effect and incorporates current conditions. The update uses the previously established wholesale rate study methodology for assignment of eligible asset infrastructure and utility operating costs.

The City currently has two wholesale water agreements in effect. One of the agreements is to provide permanent wholesale water services to the City of Algona (Algona). The other agreement is to provide interruptible wholesale service to Lake Meridian Water District (LMWD).

For both types of wholesale customers (permanent and interruptible) the City of Auburn charges wholesale rates that reflects the cost of providing the specific type of wholesale water service, with wholesale costs of service analyzed in the context of the overall City cost of water service. The cost-of-service analysis completed for this study is in accordance with the requirements of both Agreements.

WHOLESALE RATE UPDATE

The wholesale rate methodology used to establish and update wholesale rates is the Utility Basis approach. This approach recovers applicable operating and maintenance costs, plus a capital cost recovery based on the original cost of capital investment committed to the wholesale customer's service. The capital cost recovery includes two components: depreciation of fixed assets and a rate of return on the net investment or book value of those wholesale serving assets. The three key wholesale rate components are summarized below:

- ***Operating and Maintenance Expenses (O&M)*** – related to ongoing maintenance and operation of eligible assets.
- ***Annual Depreciation Expense*** – of eligible fixed assets related to the loss in value of facilities, not restored by current maintenance, due to wear and tear, decay, and obsolescence as useful life is consumed.
- ***Return on Investment*** – applied to net system investment intended to pay the annual interest cost of debt capital and provide owner equity return for the facilities used to provide water service.

WHOLESALE RATE UPDATE

The purpose of a cost-of-service analysis is to provide a rational basis for distributing the eligible costs of utility service to each customer based on the facilities used to deliver water service and in proportion to the demands they place on the system. The following list highlights some of the key documents and assumptions used in the development of the wholesale water rate update.

- 2022 operations and maintenance (O&M) budget, projected forward for the 2023 test year
- Debt service balance through 12/31/2022 (to calculate the weighted average cost of capital)
- Booked fixed assets through 12/31/2021 including original cost, accumulated depreciation, and annual depreciation
- Customer use and revenue for 2022
- Contract capacity demands per Agreements

Basis of Cost Allocation

Cost allocation is accomplished by developing customer specific allocation factors identifying characteristics including number of accounts, contracted peak demand, actual consumption levels, and share of eligible fixed assets. Allocation factors used in the wholesale rate update are summarized in **Exhibit 1**.

Exhibit 1: Summary of Key Allocation Factors

Allocation Factors				
	Algona	LMWD	Retail	Total
Accounts	0.0%	0.0%	100.0%	100.0%
Fixed Asset Allocation	2.0%	4.6%	93.4%	100.0%
% of Usage	5.7%	0.0%	94.3%	100.0%
Conservation	2.0%	0.0%	98.0%	100.0%
Contracted Demand Capacity	5.6%	12.6%	81.7%	100.0%

Notes: Algona few accounts do not show up due to rounding.

Allocation of Assets and Costs Relevant to Wholesale Water Customers

The City's water system asset schedule drives several calculations in the wholesale rate calculation, including both the allocation of capital assets (depreciation) and the allocation of asset-related operating costs to functions of service (and ultimately to wholesale customers). The 2023 rate update is based on plant-in-service for year-end 2021. A detailed asset-by-asset review was completed with the assistance of staff identifying assets by function as shown in **Exhibit 2** (e.g., Supply/Treatment, Storage, Pumping, Transmission/Distribution, etc.).

Exhibit 2: Total Existing System Assets

Functional Category	Total
Original Cost	
1 - Supply/Treatment	\$ 46,221,039
2 - Pumping	9,919,079
3 - Storage	9,850,524
4 - Transmission & Distribution	100,882,465
5 - Meters & Services	7,261,201
6 - Hydrants	1,126,857
7 - General Plant	1,736,399
8 - Customer	62,150
Total Eligible Existing Assets	\$ 177,059,713

The total system assets of \$177.1 million are adjusted for contributed assets of \$43.5 million and accumulated depreciation of \$56.4 million to determine the net book value of system assets. **Exhibit 3** provides the functional detail of the calculated net book value (“rate base”) of non-donated assets.

Exhibit 3: Functional Net Book Value (Rate Base)

Net Book Value (non-Donated Assets)	Total
1 - Supply/Treatment	\$ 31,684,234
2 - Pumping	6,685,101
3 - Storage	4,631,462
4 - Transmission & Distribution	31,141,809
5 - Meters & Services	2,819,133
6 - Hydrants	23,286
7 - General Plant	179,348
8 - Customer	300
Net Book Value (Rate Base)	\$ 77,164,673

During the detailed asset-by-asset review, staff identified which individual assets are used to provide wholesale service. Assets within each functional category were allocated to wholesale or City retail customers using the allocation basis shown in **Exhibit 4**.

Exhibit 4: Fixed Asset Allocation Basis

Functional Category	Allocation Basis
1 - Supply/Treatment	Share of system peak demand or Retail only
2 - Pumping	Share of system peak demand or Retail only
3 - Storage	Share of peak demand excluding Algona, contracted share of Lakeland Hills Reservoir, or Retail Only
4 - Transmission & Distribution	Retail only, Algona only or share of peak demand excluding Algona
5 - Meters & Services	Retail Only or Algona Only
6 – Hydrants	Retail Only
7 - General Plant	Retail Only or Common to All
8 – Customer	Retail Only or Customer Billing System

WHOLESALE RATE UPDATE: ALGONA

The allocated costs in the wholesale update for Algona include consideration that permanent wholesale water service is provided. The eligible assets and applicable operating and maintenance costs that comprise the return on rate base, depreciation and O&M costs for Algona are as follows:

Rate Base

Exhibit 5 shows the total eligible existing system assets identified for Algona by applying the fixed asset allocation basis in Exhibit 4. Algona assets total \$3.5 million – roughly 2.0% of the total system existing assets.

Exhibit 5: Algona Eligible Assets

Functional Category	Algona
Original Cost	
1 - Supply/Treatment	\$ 2,492,897
2 - Pumping	194,752
3 - Storage	273,020
4 - Transmission & Distribution	283,427
5 - Meters & Services	240,169
6 - Hydrants	-
7 - General Plant	33,237
8 - Customer	4
Total Eligible Existing Assets	\$ 3,517,506

Exhibit 6 calculates the net book value for Algona after making deductions for assets that were paid for directly (\$906K) and for accumulated depreciation on non-donated eligible assets (\$672K).

Exhibit 6: Algona Net Book Value (Rate Base)

Net Book Value (non-Donated Assets)	Algona
1 - Supply/Treatment	\$ 1,747,890
2 - Pumping	81,403
3 - Storage	31,712
4 - Transmission & Distribution	74,978
5 - Meters & Services	-
6 - Hydrants	-
7 - General Plant	3,490
8 - Customer	0
Net Book Value (Rate Base)	\$ 1,939,472

Return on Investment

The return on investment (rate base) component of the revenue requirement is a function of the *rate base* and the *weighted average cost of capital* (WACC), which in turn is a function of the average rate on the City's outstanding debt and the assumed return on equity rate. The net book value is multiplied by the weighted average cost of capital to determine the return on rate base.

Weighted Average Cost of Capital (WACC)

The City's *outstanding debt rate* is currently 4.18% – a weighted average of the current outstanding six (6) bonds and loans.

For an *equity rate*, this analysis assumes a rate of 4.30%, representing the average of the 25-Bond Revenue Bond Index and 20-Bond GO Index as of Oct 2022 (these indices are published by *The Bond Buyer* at the time this update began). In our judgment, the average between these two indices is a rough approximation of what the City could expect to pay for a newly issued revenue bond series.

The equity rate of return generally incorporates a risk premium to compensate City ratepayers for the risk they are assuming as a result of the City's decision to secure excess supply capacity beyond the needs of the retail customer base. The City chose to forego this risk premium in prior analysis. For consistency, the risk premium has not been included in this update.

Exhibit 7 shows how the assumed equity rate of 4.18% is blended with the 4.30% average outstanding debt rate. Auburn's water capital structure is currently about 32% debt, 68% equity (total outstanding debt ÷ total net book value). Applying those weights to the average debt percentage and the assumed equity percentage, the City's weighted average cost of capital is 4.26%.

Exhibit 7: Rate of Return

Auburn Rate of Return			
	% of Net Book Value	Rate	Weighted Rate
Debt	32%	4.18%	1.33%
Equity	68%	4.30%	2.93%
Weighted Average Cost of Capital			4.26%

Exhibit 8 shows the return on investment component of the revenue requirement for Algona. This is calculated by multiplying the \$1.9 million rate base by the 4.26% weighted average cost of capital.

Exhibit 8: Algona Return on Rate Base

Algona Rate Base	\$ 1,939,472
Weighted Average Cost of Capital (WACC)	4.26%
Return on Investment	\$ 82,645

Depreciation

Annual depreciation is calculated on the total assets identified in **Exhibit 5** and exclude amounts contributed by others. The annual depreciation value is calculated using the straight-line method. This method takes the value of an asset and reduces it uniformly over each period until it reaches the end of its useful life. Total depreciation for Algona eligible assets is approximately \$40,737.

Operating & Maintenance Expenses

The 2023 operating budget is grouped into the cost centers of administration, finance, and operations. A line-by-line analysis was completed of the detailed accounts allocating each cost in part or in full to either wholesale or City retail customers using total fixed asset allocation, accounts, or percentage of use. Although most costs are allocated based on the percent of eligible fixed assets, utility billing costs were based on accounts and operating supplies, chemicals, utilities, and Tacoma water purchase emergency supply were based on percent of use. The result is approximately \$285,476 of O&M expenses are assigned to Algona comprising 2.2% of total water system operating and maintenance expenses.

Total Algona-Cost of Service and Rate Calculation

Exhibit 9 summarizes the three components of the wholesale cost of service: return on investment, depreciation, and O&M costs - as well as the resulting Algona wholesale rate per hundred cubic feet

(CCF) of water use. The calculated rate of \$2.39/CCF is an increase of \$0.06 from the current rate of \$2.33/CCF.

Exhibit 9: Total Algona Wholesale Cost of Service Rate

Wholesale Rate Calculation	Algona
Return on Rate Base	\$ 82,645
Depreciation	40,737
O&M	285,476
Total Annual Costs	\$ 408,857
2022 Use in CCF	170,933
Rate per CCF	\$ 2.39

Projected Algona Rate Calculation

The rates in this analysis are based on the 2023 operating budget. Algona rates are composed of both a fixed meter charge, by size of meter, and the volume rate shown in **Exhibit 9**. The base meter rates will be tied to the retail rate charges by meter size (3 – 8” meters and 1 – 6” meter) that were updated during the retail rate study completed in 2022. The fixed charges are intended to pay for the replacement of the meters over time.

In between cost-of-service analysis updates, it has been City practice to adjust the rates each year based on the annual increase in the CPI-U for Seattle-Tacoma-Bellevue from October of one year to October of the next year. This is a practice that the City can continue to monitor adjusting as needed to align with underlying cost increases. **Exhibit 10** shows the Algona wholesale base and volume rates for 2023 - 2025. Future volume rates per CCF are adjusted by the five-year average (2016-2020) CPI-U for Seattle-Tacoma-Bellevue. Years 2021 and 2022 were excluded due to the higher than normal inflation rates experienced during that time.

Exhibit 10: Algona Proposed 2023 - 2025 Rates

Algona Rate Schedule	Current Rate	2023 Cost of Service	2024	2025
Estimated CPI Adjustment			2.50%	2.50%
Wholesale Rate per CCF				
City of Algona	\$2.33	\$2.39	\$ 2.45	\$ 2.51
Meter Charge per Month				
8" Meter	\$ 102.37	\$ 110.05	\$ 118.30	\$ 127.17
6" Meter	\$ 79.24	\$ 85.18	\$ 91.57	\$ 98.44

Under the terms of the agreement, the Algona rate change can take place whenever the cost-of-service analysis is updated. We recommend that the cost-of-service analysis be updated every 3-5 years, so that wholesale rates do not drift too far away from their underlying cost factors.

WHOLESALE RATE UPDATE: LAKE MERIDIAN WATER DISTRICT (LMWD)

Wholesale water service to LMWD is interruptible service. LMWD has indicated that they may request water service from Auburn, if needed. If Auburn has the supply available, Auburn will provide it to LMWD (as interruptible wholesale supply). It is likely that no service may be requested or delivered in any given year, yet facilities must be available and in good repair to provide service when requested. The existing utility basis methodology still applies in determining eligible costs and assets for LMWD. When and how the costs will be recovered will depend on use.

Per the Agreement with LMWD, the City will serve up to 2.5 million gallons a day if requested and available. The eligible assets and applicable operating and maintenance costs are based on this capacity commitment. The return on rate base, depreciation, and O&M costs allocable to LMWD are as follows:

Rate Base

Exhibit 11 shows the total eligible existing system assets identified for LMWD by applying the fixed asset allocation basis in Exhibit 4. LMWD assets total \$8.1 million – roughly 4.5% of the total system existing assets.

Exhibit 11: LMWD Eligible Assets

Functional Category	LMWD
Original Cost	
1 - Supply/Treatment	\$ 5,586,174
2 - Pumping	435,335
3 - Storage	550,103
4 - Transmission & Distribution	1,459,069
5 - Meters & Services	-
6 - Hydrants	-
7 - General Plant	76,607
8 - Customer	-
Total Eligible Existing Assets	\$ 8,107,288

Notes: Transmission & Distribution includes Tacoma Pipeline 5 assets.

Exhibit 12 calculates the net book value for LMWD after making deductions for assets that were paid for directly (\$1.8 million) and for accumulated depreciation on non-donated eligible assets (\$2.0 million).

Exhibit 12: LMWD Net Book Value (Rate Base)

Net Book Value (non-Donated Assets)	LMWD
1 - Supply/Treatment	\$ 3,915,780
2 - Pumping	182,682
3 - Storage	33,529
4 - Transmission & Distribution	168,262
5 - Meters & Services	-
6 - Hydrants	-
7 - General Plant	8,045
8 - Customer	-
Net Book Value (Rate Base)	\$ 4,308,298

Notes: Transmission & Distribution includes Tacoma Pipeline 5 assets.

When water is not being delivered, the eligible assets are reduced by the \$3.9 million supply/treatment net book value for a modified net book value (or rate base) of \$392,518. The supply/treatment assets have been removed from allocable costs as water is not being delivered.

Exhibit 13: LMWD Net Book Value – Rate Base (No Supply/Treatment)

Net Book Value (non-Donated Assets)	LMWD (< Supply/Treat)
Net Book Value of Non-Donated Assets	
1 - Supply/Treatment	\$ -
2 - Pumping	182,682
3 - Storage	33,529
4 - Transmission & Distribution	168,262
5 - Meters & Services	-
6 - Hydrants	-
7 - General Plant	8,045
8 - Customer	-
Net Book Value (Rate Base)	\$ 392,518

Notes: Transmission & Distribution includes Tacoma Pipeline 5 assets.

Standby Charge

The charges applicable to LMWD include a standby charge that is paid monthly regardless of use. When water is used, a volume charge will apply in addition to the fixed stand-by charge.

The monthly standby charge is comprised of the following components:

- Annual depreciation of the facilities required to deliver service. The depreciation on the remaining assets is eligible as the City must maintain the delivery assets ready for operation. As shown in **Exhibit 14**, the supply/treatment assets have been eliminated from the stand-by charge as assets are not being utilized when water is not requested for delivery. The storage value is shown as zero as the eligible assets are fully depreciated or represent land which does not depreciate. The monthly depreciation amount on eligible assets totals \$579.29 (\$6,951 ÷ 12 months)

Exhibit 14: Annual Depreciation Eligible Assets – No Supply/Treatment

Depreciation on Non-Donated Assets	LMWD (< Supply/Treat)
Existing System Eligible Assets	
1 - Supply/Treatment	\$ -
2 - Pumping	499
3 - Storage	-
4 - Transmission & Distribution	6,295
5 - Meters & Services	-
6 - Hydrants	-
7 - General Plant	158
8 - Customer	-
Total Existing System Assets Depreciation	\$ 6,951

Note: Transmission & Distribution includes Tacoma Pipeline 5 assets.

- Tacoma Ready to Serve charge. This fixed charge to the City is based on contracted peak capacity and is a new cost addition for this update. The fixed charge is paid by the City to Tacoma to have water readily available when needed. The City pays this fixed charge per MGD of requested contract peak capacity regardless of use. This cost is allocated to LMWD based on the allocation of peak capacity to LMWD (12.63%) and recovered 50% in the standby charge. The remaining 50% of the allocated LMWD cost will be recovered in the volume charge when water is delivered.
- Meter charge equal to the retail rate by meter size intended to pay over time for the replacement of the 8" meter servicing the District.

Exhibit 15 summarizes the 2023-2025 standby charge paid monthly regardless of water being delivered or not to LMWD.

Exhibit 15: LMWD Monthly Standby Charge

	Current	2023	2024	2025
Mo. Depreciation on Eligible Assets	\$ 1,045.55	\$579.29	\$ 579.29	\$ 579.29
Tacoma Contract Peak Capacity (50% of eligible cost)		886.15	886.15	886.15
8" Meter Replacement (Retail Published Rate)	102.37	110.05	118.30	127.17
Total LMWD Mo. Standby Charge	\$ 1,147.92	\$ 1,575.49	\$ 1,583.74	\$ 1,592.61

In total, the calculated charge is higher than the current rate. There is a reduction in the depreciation charge as the eligible asset value has been reduced, likely due to retirements. However, the charge is increased with the addition of the Tacoma Ready to Serve charge which is a change from the last wholesale rate update.

Wholesale Rate Delivered Water

When water is requested and delivered, all wholesale rate components apply - rate of return on investment, depreciation, and O&M costs on the full eligible assets (including supply/treatment) as shown in **Exhibit 11** (\$8.1 million).

Return on Investment

As noted previously, the return on investment (rate base) component of the revenue requirement is a function of the *rate base* and the *weighted average cost of capital* (WACC) – **Exhibit 7**, which in turn is a function of the average rate on the City's outstanding debt and the assumed return on equity

rate. The net book value is multiplied by the weighted average cost of capital to determine the return on rate base. **Exhibit 16** summarizes the total eligible assets and return under full service delivery.

Exhibit 16: LMWD Return on Rate Base

	LMWD
Eligible Rate Base	\$ 4,308,298
Weighted Average Cost of Capital (WACC)	4.26%
Return on Investment	\$ 183,585

The return listed in **Exhibit 16**, is recoverable when water is delivered. The unit cost associated with the return is \$0.15/CCF. The calculation is derived by identifying the eligible assets and return on rate base of \$183,585 divided by the contract demand capacity of 2.5 MGD (converted to CCF 2,500,000 MGD x 365 days ÷ 748 = 1,219,920 annual CCF).

Depreciation

Annual depreciation is calculated on the total net book value of eligible assets identified in Exhibit 12 (\$4.3 million) and exclude amounts contributed by others as well as excludes the amount of depreciation recovered in the stand-by charge identified in **Exhibit 15**. The annual depreciation value is calculated using the straight-line method. This method takes the value of an asset and reduces it uniformly over each period until it reaches the end of its useful life. Depreciation for LMWD total eligible assets is approximately \$91,222. Similar to the rate of return, the depreciation calculation is derived by taking the net amount divided by the annual contract demand in CCF resulting in \$0.07/CCF.

Operating & Maintenance Expenses

As noted, when describing the Key Assumptions, a line-by-line analysis of the detailed 2023 budget was completed, allocating each O&M line item to either wholesale or City retail. The wholesale O&M unit costs are consistent for both wholesale customers and have been adjusted only for those O&M costs that have been identified as having a higher allocable cost resulting from the line-by-line analysis. As most costs are allocated based on the “by fixed assets” allocation factor, LMWD has a higher O&M allocation of total costs. This is due to the higher contractual amount of 2.50 MGD resulting in a higher allocation amount when water is delivered. The resulting cost differential of 1.26 is applied to the admin, finance, and operations cost centers. A factor was not applied for costs such as operating supplies, chemical analysis and the Tacoma emergency supply and standby contract peak capacity costs.

Total LMWD Delivered Water Rate

The delivered water rate for LMWD is shown in **Exhibit 17**. The rate is composed of a fixed monthly charge and a volume charge when water is delivered and available.

The fixed charge is the same as the standby charge shown in **Exhibit 15**. The volume charge is developed to recover eligible costs when water is requested and delivered. It should be noted that the volume charge includes the remaining 50% of the allocated LMWD costs related to the Tacoma Ready to Serve charge (incurred by the City to have water readily available) and eliminates the Tacoma Emergency Supply as City water sources are assumed when water is delivered. The unit cost per CCF is \$2.13.

Exhibit 17: LMWD Delivered Water Rate

	2023 Rates
Fixed Monthly Charge	
Depreciation (standby portion)	\$579.29
Contract Peak Capacity (50% of eligible total)	886.15
8" meter (published rate)	110.05
Total Fixed Monthly Charge	\$1,575.49
Volume Charge (water delivery)	
Depreciation (not recovered in standby charge)	\$0.07
Return	\$0.15
O&M	
Admin Cost Centers	\$0.55
Finance Cost Center	0.09
Operations Cost Center	0.48
Supplies	0.05
Chemical Analysis	0.02
Tacoma Emergency Supply	-
Tacoma Standby Contract Peak Capacity	0.03
Utilities	0.33
As all other (general)	0.05
Transfer/Taxes	0.30
Subtotal O&M	\$1.91
Total Depreciation, Return, O&M, per CCF	\$2.13

In between cost-of-service analysis updates, it has been City practice to adjust the rates each year based on the annual increase in the CPI-U for Seattle-Tacoma-Bellevue from October of one year to October of the next year. **Exhibit 18** shows the LMWD wholesale standby charge and usage charge for 2023 - 2025. Future usage charges per CCF are adjusted by the five-year average (2016-2020) CPI-U for Seattle-Tacoma-Bellevue. Years 2021 and 2022 were excluded due to the higher than normal inflation rates experienced during that time.

Exhibit 18: LWMP Proposed 2023 - 2025 Delivered Water Rates

	Current	2023	2024	2025
Mo. Depreciation on Eligible Assets	\$ 1,045.55	\$ 579.29	\$ 579.29	\$ 579.29
Tacoma Contract Peak Capacity (50% of eligible cost)		886.15	886.15	886.15
8" Meter Replacement (Retail Published Rate)	102.37	110.05	118.30	127.17
Total LMWD Mo. Standby Charge	\$ 1,147.92	\$ 1,575.49	\$ 1,583.74	\$ 1,592.61
Estimated CPI Adjustment			2.50%	2.50%
Usage Charge	\$ 2.07	\$2.13	\$2.19	\$2.24

The rates in this analysis are based on the 2023 operating budget. Under the terms of the agreement, the rate change can take place whenever the cost-of-service analysis is updated. We recommend that the cost-of-service analysis be updated every 3-5 years, so that the wholesale rates do not drift too far away from their underlying cost factors.

Wholesale Purchased Water Surcharge

The wholesale rate review includes updating the City's wholesale purchased water surcharge to cover costs when the City water resources are not sufficient and Tacoma water purchases are required to meet demands. The purchased water surcharge was developed using the LMWD costs of service

rates and the 2023 Tacoma wholesale rate published in the Tacoma Municipal Code, Title 12 Utilities – 12.10.400 Rates Inside and Outside City Limits.

Exhibit 19 details the calculation of the updated wholesale purchase water surcharge. Applicable costs include fixed costs that would remain regardless of the water source being used and include the administrative and finance cost centers along with transfer/taxes. The Tacoma Emergency Supply peaking rate and the Tacoma Ready to Serve charge would replace the variable costs associated with the City's own supply source inclusive of the operations center, supplies, chemical analysis, utilities and other. The current Tacoma published peaking rate is \$2.569/CCF. In addition, as of the last update, Tacoma has imposed a fixed Ready to Serve charge. The LMWD eligible portion (based on peak capacity) of this cost is collected 50% from the standby fixed fee and 50% from the variable charge or \$0.03/CCF. The total cost applicable when Tacoma water is used totals \$3.76/CCF.

The difference between the total cost of \$3.76 (when Tacoma water is being purchased) less the cost-of-service rate of \$2.13 becomes the pre-tax purchased water surcharge of \$1.63/CCF. This rate would be paid in addition to the regular volume charge. Additional City taxes would be assessed based on the higher costs/revenue received making the final purchased water surcharge rate, including taxes \$1.82/CCF.

Exhibit 19 shows the costs that comprise the purchased water surcharge. The rates shown are for 2023. The Tacoma wholesale peaking rate may change again in 2024 per the published rates. It is recommended that the City monitor the published rates and update the purchased water surcharge in alignment with any changes. It should be noted that the surcharge has been reduced from the current rate of \$3.31/CCF. This reduction is due to the restructuring of the Tacoma Wholesale rate to reduce the peak usage charge (\$3.96 to \$2.57/CCF) and add a Wholesale Ready to Serve Charge (\$2,741.53) assessed per million gallons a day (MGD) of contracted peak capacity.

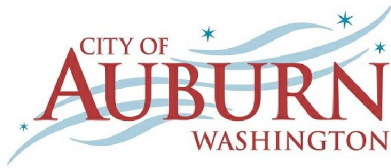
Exhibit 19: Purchased Water Surcharge Calculation

	2023 Rates	2023 Applicable Unit Costs/CCF
Volume Charge		
Depreciation (not recovered in standby charge)	\$0.07	\$0.07
Return	\$0.15	\$0.15
O&M		
Admin Cost Centers	\$0.55	\$0.55
Finance Cost Center	0.09	0.09
Operations Cost Center	0.48	-
Supplies	0.05	-
Chemical Analysis	0.02	-
Tacoma Emergency Supply	-	2.57
Tacoma Standby Contract Peak Capacity	0.03	0.03
Utilities	0.33	-
As all other (general)	0.05	-
Transfer/Taxes	0.30	0.30
Subtotal O&M	\$1.91	\$3.54
Total Depreciation, Return, O&M, per CCF	\$2.13	\$3.76
Total Recoverable Variable Costs	\$2.13	
Calculated Total Costs w/ Tacoma Rate	3.76	
Cost Difference	\$1.63	
Plus Additional Taxes	0.19	
Total Wholesale Purchased Water Surcharge /CCF	\$1.82	

Summary

The Wholesale rates are updated for Algona and LMWD based on the water cost of service study completed in 2022. The rate projection for Algona includes a fixed charge per meter size based on the retail published meter charge rates plus an updated volume charge of \$2.39/CCF, an increase of \$0.06/CCF.

The rate for LMWD considers they are served as an interruptible customer. The stand-by charge has been updated for the retail published meter charge rate, depreciation on current eligible asset values and the Tacoma Ready to Serve charge. The rate is calculated at \$1,575.49 per month. The volume charge has been updated to \$2.13 from a current rate of \$2.07 when water is requested and available based on 2023 budget operating costs. In addition, the wholesale purchased water surcharge intended to cover costs when the City is required to purchase Tacoma Water to meet demands, has been updated. The annual purchased water surcharge is calculated at \$1.82 per CCF in addition to the general volume charge. The rate is down from the current surcharge of \$3.31 per CCF due to the restructuring of rates by Tacoma that reduces the peak water consumption rate and adds a fixed ready to serve charge per MGD.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5725 (Faber)

Date:

June 20, 2023

Department:

Parks/Art and Recreation

Attachments:

[Resolution No. 5725](#)

[Sample Contract](#)

Budget Impact:

Current Budget: \$28,000

Proposed Revision:

\$968,060

Revised Budget: \$996,600

Administrative Recommendation:

City Council to approve Resolution No. 5725.

Background for Motion:

The proposed Resolution is to accept a grant from the Washington State Historical Society Heritage Capital Projects for Phase 2 renovations at the Auburn Arts & Culture Center.

Background Summary:

Resolution 5659 from April of 2022 authorized the application for this grant. This action would accept the grant from the Washington State Historical Society Heritage Capital Projects program in the amount of \$968,060 for Phase 2 renovations at the Auburn Arts & Culture Center.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff: Faber

Meeting Date: July 17, 2023

Item Number: RES.A

RESOLUTION NO. 5725

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 THE WASHINGTON DEPARTMENT OF COMMERCE TO ACCEPT AND EXPEND GRANT FUNDS FOR CONTINUED RESTORATION AND PHASE 2 RESTORATION OF THE AUBURN ARTS AND CULTURE CENTER

WHEREAS, restoration of the exterior of the historic post office will continue and Phase 2 construction will begin by converting the basement into usable spaces for art classes, performing art rehearsals, and supporting spaces such as restrooms and storage; and

WHEREAS, the Washington State Historical Society has granted the City with a Heritage Capital Grant in the amount of \$968,060.00 to complete this work; and

WHEREAS, to receive the funds, the City must execute a grant agreement with the Washington State Historical Society.

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

Section 1. The Mayor is authorized to execute an agreement between the City and the Washington State Historical Society for grant funds in the amount of \$968,060.00, which agreement will be in substantial conformity with the agreement attached as Exhibit A, and to expend such funds.

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

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

City Attorney



**State of Washington
Washington State Historical Society**

Contract #: **Contract Number**

Grantee: **Organization Name**

1. PARTIES TO THE CONTRACT

This state funded Contract for Heritage Capital Projects (Contract) is entered between **Organization Name, Organization Address** (GRANTEE) and the Washington State Historical Society, 1911 Pacific Avenue, Tacoma, Washington 98402 (AGENCY), and shall be binding upon all agents and all persons acting by or through the parties.

2. PURPOSE OF CONTRACT

This Contract, including Attachments A through H (collectively referred to hereafter as "Contract"), sets out the terms and conditions by which a grant is made for a Heritage Capital project during the 2023-2025 biennium from funds appropriated by the Washington State Legislature in Engrossed Substitute Senate Bill 5200 which was incorporated into the Capital Budget signed into law by the governor on May 16, 2023. RCW 27.34.330 provides statutory authorization for the funding program. The program is administered by the Agency.

3. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for the "**Project Title,**" located at **Property Name, Property Address**, as described in ATTACHMENT B (PROJECT SCOPE OF WORK), and for the express purposes of the grant as described in ATTACHMENT C (PROJECT PURPOSE).

4. CONSIDERATION

The parties agree that, in exchange for the grant money awarded pursuant to this Contract, the State of Washington and the Agency shall receive in consideration the preservation and interpretation of historical sites and artifacts that have the potential to provide lifelong learning opportunities for the citizens of the state, as described in this Contract, including Attachments [B and C].

5. AMOUNT OF GRANT

The Washington State Legislature appropriated **Dollar Amount Appropriated**. Of this appropriation, the total funds available to the GRANTEE for reimbursement of eligible costs shall be **Dollar Amount Reimbursable**. The AGENCY shall retain three percent (3.0%) of the appropriation, which is **Dollar Amount for HCP Admin** as the cost of administering the grant and this Contract.

6. COST SHARE

The total cost of the projects shall include only those costs that are eligible expenditures as described in ATTACHMENT D (PROJECT BUDGET). GRANTEE agrees that the amount of state funding shall not exceed thirty-three and thirty-three one hundredths percent (33.33%) of the total cost of the project. The non-state portion of the total cost of the project shall be the GRANTEE's cost share of the total cost of the project. The amount of the GRANTEE's cost share shall be **Dollar Amount of Minimum Required Match**.

7. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from the date of the last signature of the contracting parties to June 30, 2023. Without further appropriation from the legislature, expenditures beyond this date shall not be reimbursed. The requirement set forth below in Section 8 to maintain ownership or a lease on the subject property, and to use it for the express purposes of the grant, shall remain in full force and effect for thirteen years following the date of contract completion, as defined in Attachment A.

8. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a. Capital improvements funded by the Heritage Capital Projects grant are to be used for the express purpose of this grant. No funds appropriated for a Heritage Capital Projects grant shall be used for capital improvements not included in the legislative appropriation and specifically designated in this Contract with the AGENCY.
- b. As required by RCW 27.34.330, capital improvements funded by this grant shall be held by the GRANTEE for at least thirteen (13) years from the date of contract completion; the facilities shall be used for the express purpose of the grant as set forth in this Contract, including Attachments B and C; and, if mobile, used primarily in Washington State. The GRANTEE agrees that it will maintain ownership or lease of ALL property to be held, as described in ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)), for thirteen (13) years beyond the date of contract completion. Failure to maintain ownership or a lease on the subject property for thirteen years following the date of contract completion shall constitute a breach of this Contract. Pursuant to the terms of this Contract and RCW 27.34.330, if the Grantee is found to be in breach of this Contract, the Grantee shall repay to the state general fund the principal amount of the grant plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.
- c. The AGENCY maintains right of entry for thirteen (13) years from the date of contract completion to ensure continued compliance with this Contract. The GRANTEE will be monitored for continued property control and project outcomes as described in the contract statement of purpose. Monitoring tools appropriate to the project purpose will be determined during the project closeout process and declared in writing from the AGENCY to the GRANTEE. Monitoring tools may include, but are not limited to, reporting of annual metrics as declared in the project closeout letter, scheduled and unscheduled site visits, or requests for images for publication. During the monitoring period, the GRANTEE may request mitigation of monitoring tools to support enhancing the public benefit provided by the GRANTEE.

9. REAPPROPRIATION

The parties hereto agree and understand that any state funds not expended and billed by end of the biennium, June 30, 2023, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY's obligation under the terms of this Contract shall be contingent upon terms of such reappropriation. GRANTEE may not rely to its detriment upon use of funds not properly billed or not appropriated. The GRANTEE shall be allowed only two requests for reappropriation of the funds awarded in this Contract. Approval of such requests is not guaranteed.

10. RIGHTS AND OBLIGATIONS



All rights and obligations of the parties to this Contract are subject to this Contract, which include the following attachments, and which are made a part of this Contract:

- ATTACHMENT A (GENERAL PROVISIONS)
- ATTACHMENT B (PROJECT SCOPE OF WORK)
- ATTACHMENT C (PURPOSE OF PROJECT)
- ATTACHMENT D (PROJECT BUDGET)
- ATTACHMENT E (SOURCE OF AVAILABLE FUNDS)
- ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS)
- ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTIONS)
- ATTACHMENT H (LEASES, CONTRACTS, AND AGREEMENTS)

11. ENTIRE CONTRACT

This Contract, including all attachments, constitutes the entire agreement between Agency and Grantee and supersedes all previous written or oral agreements or understandings between the Agency and Grantee related to this Contract. This Contract may be amended as set forth in the Contract Modifications in Attachment A.

12. CONTRACT REPRESENTATIVES

The GRANTEE's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Primary Contact Name
Primary Contact Title/Position
Organization Name
Organization Address
Primary Contact Phone
Primary Contact Email

The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Jennifer (Jay) Baersten, Director of Heritage Outreach
Washington State Historical Society
1911 Pacific Avenue, Tacoma, Washington 98402
253-244-1683
jay.baersten@wshs.wa.gov

13. SIGNATURES

Jennifer Kilmer, Executive Director
Washington State Historical Society

Signatory Name
Signatory Title
Organization Name
Federal Tax ID#: Organization Tax ID

Date

Date

SAMPLE

CONTRACT #: **Contract Number**

ATTACHMENT A

GENERAL PROVISIONS

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A. HEADINGS AND DEFINITIONS

1. Headings

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

2. Definitions

AGENCY- the Washington State Historical Society.

Authorized Representative- an elected or appointed officer of the corporation or agency, or alternate designated in writing by the GRANTEE's governing authority, who acts officially on the GRANTEE's behalf.

Authorized Signatory- an executive officer of the corporation or agency's governing authority designated to sign contracts on behalf of the GRANTEE.

Cash match- money from the grantee organization or from other sources, which can include grants from foundations, nonstate governmental agencies, individuals, corporations, and others.

Cost share- those costs, including cash and in-kind, that the grantee will incur from its own resources or from other cooperating organizations to complete the project described in the Contract.

Date of grant authorization- the date the Washington State Legislature initially appropriated funds for the project.

Date of contract authorization- the last date of an authorized signature on the Contract Form.

Date of contract completion- the date of the project closeout letter from the Agency which initiates the thirteen (13) year monitoring period.

GRANTEE- the applicant that has been awarded a grant of funds and is bound by this executed Contract, including any officers, employees, or agents lawfully representing the GRANTEE.

Heritage organization- a group whose purpose is to collect, preserve, or interpret history, heritage, and culture.

Heritage capital project- project that involves the physical plant of a heritage organization, a historic landscape, archaeological site, historic ship, locomotive, airplane, other transportation conveyance, or acquisition of a property for protection and stabilization of heritage resources or by a heritage organization for purposes of new construction.

In-kind contributions- contributions to a project that are not part of cash match. May include materials and supplies, professional consultation, legal and accounting services specific to the project, architectural design fees, and volunteer labor.

Local government agency- city or county agency, port district, or public development authority.

Nonprofit organization- organization incorporated under the nonprofit laws of the state of Washington and holding a 501(c)(3) tax determination from the IRS.

Other entity- As authorized by RCW 27.34.330, an entity that meets all criteria for Heritage capitol project funding and can be considered for a grant award at the discretion of the Washington State Historical Society

Real property value- fair market value of real property when such property is acquired solely for the purpose of a heritage capital project. Evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser.

Total project costs- include, but are not limited to, the amount sought from the fund and what the applicant will provide as cost share.

B. GENERAL CONTRACT TERMS

1. Order of Precedence

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order.

1. Applicable federal and Washington State statutes and regulations
2. State executive orders
3. Terms and conditions of this Contract
4. ATTACHMENT A (GENERAL PROVISIONS)
5. Other attachments or material incorporated by reference.

2. Contract Modifications

- a) This Contract may be modified by mutual agreement of the parties. Such modifications shall not be binding unless in writing and signed by both parties prior to implementation of the modifications. Any oral understanding or agreement not incorporated herein shall not be binding.
- b) Budget modification by the GRANTEE of not more than ten (10) percent of any line item or combination of line items from the Project Budget (Attachment B) is excepted from subsection 2(a). Modifications that increase a line item must be offset by reductions in other line items so there is no increase to the total amount available to the GRANTEE in this grant.
- c) The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any line item. Budget modifications exceeding ten (10) percent of any line item or combination of line items constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

3. No Waiver

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by the authorized representatives of the AGENCY and the GRANTEE.

C. PERFORMANCE AND GENERAL RESPONSIBILITIES

1. Non assignability

Neither this Contract nor any claim arising under this Contract shall be transferred or assigned by the GRANTEE without written permission from the AGENCY.

2. Independent Capacity of Grantee

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will solely be with the GRANTEE.

3. Ownership of Project/ Capital Improvements

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this Contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/ or equipment constructed or purchased with state funds under this Contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this Contract.

4. Hold Harmless

To the extent permitted by law, the GRANTEE shall defend, protect, and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts or omissions and those of its employees, officers, and agents, including those which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. The GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent the claim is caused in whole or in part by negligent acts or omissions of the GRANTEE.

The GRANTEE waives its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend, and hold harmless AGENCY, the state of Washington and agencies, officials, agents, or employees of the state.

5. Acknowledgement

The GRANTEE shall announce in its publicity materials, on a posted sign during the project, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

6. Ethics Compliance

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the

Code of Ethics for Municipal Officers (Chapter 42.23 RCW) or any similar statute involving the GRANTEE in the procurement of, or the performance under, this Contract.

7. Public Disclosure/ Confidentiality

- a) The GRANTEE acknowledges that the AGENCY is subject to the Public Records Act (Chapter 42.56 RCW), and that this Contract shall be a public record as defined. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. If a request is made to view the GRANTEE's information marked as confidential, the AGENCY will notify the GRANTEE of the request and the date that such records will be released to the requestor unless the GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.
- b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

D. COMPLIANCE WITH LAWS, RECORDS, AND INSPECTIONS

1. Compliance with Applicable Law

- a) The GRANTEE agrees to be aware of, and comply with, all applicable and current federal, state, and local laws, regulations, and policies. The GRANTEE's confirmation of this requirement is contained in ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS). AGENCY is not responsible for determining compliance.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be suspended or terminated in whole or in part, and the GRANTEE and the project may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages, and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against the AGENCY, as a result of the failure of the GRANTEE to so comply.

2. Records, Reports, and Audits

- a) The GRANTEE shall maintain books, records, documents, and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this Contract for six years after full termination or expiration of this Contract, which includes the thirteen (13) year monitoring period that begins on the date of the closeout letter at contract completion, and make them available for inspection by persons authorized under this provision.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- b) The GRANTEE shall comply with all auditing requirements, including audit requirements for the expenditure of more than \$100,000 or more in total state funds in a fiscal year, if applicable.

3. Right of Entry

The GRANTEE shall provide right of access of its facilities to the AGENCY or to any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/ or quality assurance under this Contract.

4. Evaluation and Monitoring

- a) The GRANTEE shall cooperate with and fully participate in any monitoring or evaluation activities conducted by the AGENCY that are relevant to compliance with this Contract, including providing initial and updated project plans for AGENCY review and approval and facilitating record production and periodic site inspections.
- b) The GRANTEE shall provide the AGENCY with digital images and narratives that depict the progress made on the project. Such images will be used by the AGENCY to support reimbursement requests and to inform the public about the grant program on the web and elsewhere. Images and narratives shall be provided with each request for reimbursement.

5. Hazardous Substances

The GRANTEE will defend, protect, and hold harmless the AGENCY, and any and all of its employees and/ or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorney's fees), and any and all loss of any nature from any and all claims or suits resulting from the presence of, or release or threatened release, of hazardous substances as defined in RCW 70.105D.020, on the property covered by the Contract.

6. Governor's Executive Order 21-02

The GRANTEE shall comply with Governor's Executive Order 21-02. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

7. Prevailing Wage Law

The project funded under this Contract may be subject to state Prevailing Wage law (RCW 39.12). The GRANTEE is advised to consult with the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether prevailing wage must be paid. The AGENCY is not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that may be required by law.

8. Industrial Insurance Coverage

The GRANTEE shall comply with all applicable provisions of Title 51 RCW (Industrial Insurance).

9. Nondiscrimination Provision

- a) During the performance of this Contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to Washington's Law Against Discrimination (RCW 49.60) and the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.).
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be suspended or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to remedy in accordance with the "Dispute Resolution" procedure set forth in Section 25 of this Contract Attachment.

E. FUNDING REIMBURSEMENT AND BUDGET

1. Reimbursement

- a) Payment to the GRANTEE shall be made on a reimbursement basis only, for eligible costs incurred, using forms provided by the AGENCY. Reimbursement shall be allowed for (1) actual costs incurred and paid. No advance payments shall be made to the GRANTEE. Purchases of goods will be reimbursed upon receipt, and services will be reimbursed upon completion of work.
- b) Each request for reimbursement shall include a state voucher form and digital images and a narrative report describing the work completed and the status of the project. The reimbursement request shall not include any costs already reimbursed by or charged against any other grant or other source. The voucher must be certified by an official of the GRANTEE with the authority bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying information, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of the total cost of the project at any time, and shall be consistent with the Legislative appropriation.
- e) The final request for reimbursement under this Contract shall be submitted by the GRANTEE to the AGENCY within fifteen (15) days following the completion of the work or other termination of the Contract and be accompanied by a final narrative report and digital images of the completed project.

2. Recapture of Funds

In the event that the GRANTEE fails to expend state funds in accordance with state law and/ or the provisions of this Contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce

this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys' fees.

3. Reduction in Funds

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract period, the AGENCY may suspend or terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

F. TERMINATION AND DISPUTES

1. Dispute Resolution

- a) The parties shall make every effort to resolve disputes arising out of or relating to this Contract through negotiation.
- b) Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this Section. Either party's request for dispute hearing must be in writing and clearly state:
 1. The disputed issue(s);
 2. The relative positions of the parties;
 3. The GRANTEE's name, address, and project title.
- c) In order for this Section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this Section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.
- d) Any hearing under this Section shall be informal, with the specific processes to be determined by the dispute panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The dispute panel shall be governed by the provisions of this Contract in deciding the dispute(s).
- e) The parties shall be bound by the decision of the dispute panel, unless the remedy directed by that panel is outside the legal authority of either or both parties to perform as necessary, or is otherwise unlawful.
- f) Request for a dispute hearing under this Section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received written notice of the action or position of the other party that it wishes to dispute. The written agreement to use the process under this Section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- g) All costs associated with implementation of this process shall be shared equally by the parties.

2. Termination or Suspension for Cause

- a) In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this Contract the AGENCY has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not completed within 30 days of receiving notice, the Contract may be terminated or suspended.
- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay all or any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which includes, but is not limited to, completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

3. Termination for Convenience

- a) Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this Contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

4. Termination for Fraud or Misrepresentation

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Contract, the AGENCY reserves the right to terminate or amend this Contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the grant.

5. Termination Procedures

- a) After receipt of a notice of termination, except as otherwise directed by the AGENCY, the GRANTEE shall:
 - i. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - ii. Place no further orders or sub-grants for materials, services, or facilities related to the Contract;
 - iii. Preserve and transfer any materials, Contract deliverables and/ or AGENCY property in the GRANTEE's possession as directed by the AGENCY.
- b) Upon termination of the Contract, the AGENCY may pay the GRANTEE for any service provided by the GRANTEE under the Contract prior to the date of termination, unless the AGENCY reasonably determines in its sole discretion that the amount due is necessary to protect the AGENCY against potential loss or liability resulting from the termination. The AGENCY shall pay any withheld amount due up to the date of termination to the GRANTEE if the AGENCY later

determines that a loss or liability will not occur. GRANTEE shall not be paid for any work done after the termination date.

- c) The rights and remedies of the AGENCY under this Section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

6. Governing Law and Venue

This Contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

7. Severability

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.



CONTRACT #: Contract Number
ATTACHMENT B
PROJECT SCOPE OF WORK

PROJECT SCOPE OF WORK NARRATIVE

Narrative Summary/Description of Scope of Work

PROJECT SCOPE OF WORK LIST

Element of Work	Description
Element of Work #1	Element Description #1
Element of Work #2	Element Description #2
Element of Work #3	Element Description #3
	Etc.

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below. The GRANTEE shall make all plans and documents funded in whole or in part by this contract available to the AGENCY upon reasonable request.

Signatory Name
Signatory Title
Organization Name

Date



CONTRACT #: Contract Number
ATTACHMENT C
PROJECT PURPOSE

PROJECT PURPOSE

Narrative Description of Project Purpose and History Standards

CERTIFICATION

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

Signatory Name
Signatory Title
Organization Name

Date

CONTRACT #: Contract Number
ATTACHMENT D
PROJECT BUDGET

Cost Category	Grantee Cost Share Cash Match	Grantee Cost Share In-Kind	HCP Grant Funds
Construction and Rehabilitation	\$0.00	\$0.00	\$0.00
Design and Pre-Construction	\$0.00	\$0.00	\$0.00
Property Acquisition	\$0.00	\$0.00	\$0.00
Cost Share Subtotal	\$ 0.00	\$ 0.00	
Reimbursable Amount Subtotal			\$ 0.00
HCP Admin			\$0.00
Total Project Cost			\$ 0.00
<i>Percentages</i>	0%	0%	0%

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below, and that the total GRANTEE cost share required for the project shall be received and expended by June 30, 2023.

 Signatory Name
 Signatory Title
 Organization Name

 Date



CONTRACT #: **Contract Number**
ATTACHMENT E
SOURCE OF AVAILABLE FUNDS

Source	Type of Funds	Year	Amount
Source of Funds #1	Type of Funds	Year	\$0.00
Source of Funds #2	Type of Funds	Year	\$0.00
Source of Funds #3	Type of Funds	Year	\$0.00
			Etc.

Type of Funds	Amount
Available Cash Cost Share	\$0.00
Available In-Kind Cost Share	\$0.00
Subtotal of all Non-State Funding	\$0.00
Grant Funds (Legislative Appropriation)	Dollar Amount Appropriated
Total Project Funds Available	\$0.00

CERTIFICATION

The GRANTEE certifies the Source of Available Funds have been reviewed and approved by the GRANTEE's governing body or board of directors as of the date of last contract signature.

By so doing, the GRANTEE certifies that 100% of these funds are in hand by the execution date of this Contract. All match funds are committed in writing from respective sources and are available, and will remain committed and available solely and specifically for carrying out the project as described in this Contract. Cash match and in-kind match funds are regarded as funds restricted for use solely for the contract project purposes and are committed as such in the GRANTEE's accounting.

The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the committed funds, and shall make such records available for the AGENCY's review upon request.

Signatory Name
Signatory Title
Organization Name

Date



CONTRACT #: Contract Number
ATTACHMENT F
CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS

CERTIFICATION

The GRANTEE, by its contract signature, certifies that it shall be aware of and comply with all applicable and current federal, state, and local laws, regulations, policies, as now or hereinafter amended including, but not limited to those related to:

- Governor's Executive Order 21-02 (*regarding prior preservation review and ongoing consultation by the state and concerned tribes for any capital projects or land acquisition projects for the purpose of capital construction*)
- Prevailing Wage Law - RCW 39.12
- Hazardous Substances - RCW 70.105D
- Industrial Insurance - RCW 51
- Washington Law Against Discrimination - RCW 49.60
- Americans with Disabilities Act - 42.U.S.C. 12101 et. seq.
- High Performance Public Buildings (LEED) - RCW 39.35D
- Greenhouse Gas Emissions - RCW 70.235

Signatory Name
Signatory Title
Organization Name

Date



CONTRACT #: Contract Number
ATTACHMENT G
PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)

For all projects:

Name: Property Name
Permanent Address: Property Address
Historic Designation (if applicable): Property Historic Designation Status
Washington State Legislative District #: Property Legislative District
GPS Coordinates: Property Latitude, Property Longitude
Parcel #: Property Parcel Number
Legal Description: Property Legal Description

Other information (adapt as needed):

Legal Owner: Property Legal Owner
Year Built: Property Year Built
Home Port:
U.S. Registry #:
Vessel Service:

CERTIFICATION

The GRANTEE, by its signature, certifies that the information set forth above, including property parcel number(s) and legal description(s), have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date of last contract signature.

Signatory Name
Signatory Title
Organization Name

Date



CONTRACT #: Contract Number
ATTACHMENT H
LEASES, CONTRACTS, AND AGREEMENTS

Document Title	Parties	Date of Execution	Date of Expiration	Recorded In
Easement	Parties	Date	Date	Location
Lease	Parties	Date	Date	Location
MOA	Parties	Date	Date	Location
				Etc.

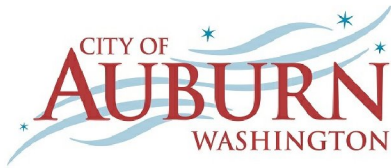
CERTIFICATION

The GRANTEE, by its signature, certifies that the leases, contracts and agreements as described in the grant application and defined above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

The GRANTEE also certifies that it has read and understands its obligation to hold the property for 13 years from the date of contract completion and to use the property for the express purposes of the grant as set forth in this Contract. The Grantee further certifies that it shall provide the AGENCY with notice of any and all modifications or additions to all leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.

Signatory Name
Signatory Title
Organization Name

Date



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5726 (Legal)

Date:

July 12, 2023

Department:

Legal

Attachments:

[Resolution No. 5726](#)

[Exhibit A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to approve Resolution No. 5726.

Background for Motion:

The telecommunication tower lease has been providing revenue for the Parks Capital Fund since 2006. Executing this amendment will not only increase the annual revenue the Parks Capital Fund receives from this lease but will also secure the revenues for up to an additional twenty years.

Background Summary:

This telecommunications tower lease has existed at Auburn Game Farm Park since 2006. An extended term of the lease is set to expire in 2026. The lease currently generates roughly \$61,000 in revenue annually.

This 1st Amendment would add up to an additional twenty (20) years to the lease. In addition to the extended term, the City would receive a one-time payment of \$15,000 due upon execution of the amendment, plus 15% of the revenues ("Revenue Share") the tenant is able to generate from operating the tower, paid annually over the remaining life of the lease. Between June 2022 and May 2023, the Revenue Share would have equaled an additional \$20,000 in rent.

All revenues generated from this lease will continue to be placed in the Parks Capital Fund.

Reviewed by Council Committees:

Councilmember: Baldwin

Staff:

Legal

Meeting Date: July 17, 2023

Item Number:

RES.B

RESOLUTION NO. 5726

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE SITE AGREEMENT BETWEEN THE CITY OF AUBURN AND SBA 2012 TC ASSETS LLC RELATED TO LEASING GAME FARM PARK PROPERTY FOR A TELECOMMUNICATIONS TOWER

WHEREAS, in 2006 the City of Auburn entered into a lease agreement with Sprint for the locating of an antenna tower in Game Farm Park; and

WHEREAS, Sprint later assigned the lease to SBA 2012 TC Assets, a Florida company, who continued as the lessee through the initial term of the lease; and

WHEREAS, an extended term of the lease agreement will expire in 2026 and the City and SBA desire at this time to renew and extend the agreement and revise its various terms and conditions.

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

Section 1. The Mayor shall execute the First Amendment to the Site Agreement between the City of Auburn and SBA 2012 TC Assets, which amendment shall be in substantial conformity with the agreement attached as Exhibit A.

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

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

City Attorney

Prepared by: Denise Scherer
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

Parcel ID: 2921059069

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("First Amendment") is executed this _____ day of _____, 2023 ("Effective Date") by and between **CITY OF AUBURN (WA)**, a Washington municipal corporation, having an address at 25 W Main ST, Auburn, WA 98001-4916 ("Owner") and **SBA 2012 TC ASSETS, LLC**, a Delaware limited liability company, having a principal office located at 8051 Congress Avenue, Boca Raton, FL 33487-1307 (hereinafter referred to as "SBA").

WHEREAS, Owner and Sprint Spectrum L.P., a Delaware limited partnership, entered into that certain Site Agreement, dated May 9, 2006, as evidenced by that certain Memorandum of PCS Site Agreement dated May 9, 2006, and recorded June 16, 2006 as Instrument #20060616002691, as amended and assigned from time to time (collectively, "Agreement"), and ultimately assigned to SBA, f/k/a TowerCo Assets LLC, a Delaware limited liability company, successor by merger to Tower Entity 2, LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Lease dated September 23, 2008 and recorded October 22, 2008 as Instrument #20081022000413; said recordings of the Recorder's Office of King County, Washington, for SBA's use of a portion of the real property ("Site") located at 3030 R. Street, Auburn, WA 98002 ("Property"), being more particularly described in the attached **Exhibit "A"**; and

WHEREAS, Owner and SBA desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 2. Term**, of the Agreement is hereby amended to read as follows:

The Agreement will be automatically renewed for four (4) additional successive terms of five (5) years (each a "Renewal Term"), unless SBA notifies Owner of its intention not to renew the Agreement not less than ninety (90) days prior to the expiration of any Renewal Term. Unless SBA so notifies Owner, the first of the above Renewal Terms shall commence on June 1, 2026 upon the expiration of the current term on May 31, 2026.

2. Subsection (a) of **Section 3. "Rent"** of the Agreement is hereby amended to read as follows:

Owner acknowledges receipt of the one-time aggregate payment of \$100.00, which is the entire rent due for the period from the Lease Commencement Date until the Rent Commencement Date. The Rent Commencement Date is defined as the earliest to occur of the following: (a) the first day of the month that is 60 days after the issuance of the Sprint building permit, or (b) the first day of the month that is 60 days after the date Sprint commences construction of the Antenna Facilities at the Site. Starting on the Rent Commencement Date and on the 1st day of every month thereafter, Sprint will pay rent in advance in equal monthly installments of \$3,000 ("Rent"), until increased as set forth herein. In addition to Rent, SBA shall pay to Owner the statutory leasehold excise tax per RCW Chapter 82.29A, which shall be paid with each Rent payment. Notwithstanding anything contained in this Section, Sprint's obligation to pay Rent is contingent upon Sprint's receipt of a W-9 form setting forth the tax identification number of Owner or of the person or entity to whom Rent checks are to be made payable as directed in writing by Owner.

3. **Section 3(b)** of the Agreement is hereby amended to read as follows:

The Rent shall increase annually over the Rent payable the preceding year in proportion to the increase of the "All terms" category of the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the U.S. Department of Labor for Seattle-Tacoma-Bellevue Metropolitan Area (the "CPI"). The first adjustment shall be based on the amount, if any, by which the CPI for the 12th month of the lease term has increased over the Index for the month preceding the commencement of the lease term. Subsequent adjustments will be based on the amount, if any, by which the index for each subsequent 12th month of the lease term has increased over the CPI for the 12th month of the proceeding 12-month period. It shall be the responsibility of the Owner to track the CPI and notify the Sprint of increases or reduction in the Rent. If at any time the CPI ceases to incorporate a significant number of items, if a substantial change is made in the method of establishing

the CPI, or if issuance of the CPI shall be discontinued , then the Owner and Sprint shall mutually agree upon another standard recognized cost of living index issued by the United States Government, provided that if the parties cannot reach agreement on such other standard cost of living index, than the Owner shall select the index closet to the CPI. In either case, the substitute index chosen shall result in increases in Rent similar to those that has been, or would have been, generated but the CPI.

4. The Agreement is hereby amended to include a new subsection (d), “**Revenue Share**” in **Section 3** as follows:

Effective upon full execution of this Amendment, in addition to the Rent Owner shall receive an additional fifteen percent (15%) of the annual gross revenue (“Revenue Share”) generated from all existing and future “Sublessees”, including but not limited to, PCS providers such as AT&T, Verizon, T-Mobile, and Dish using the Site. All Revenue Share contained herein shall be paid annually with Owner’s July rent check for the previous twelve (12) month cycle (e.g. June 1 – May 31) in arrears upon Lessee’s receipt of rental payment from its Sublessees. SBA shall provide Owner with a summary report listing the Sublessees on the tower and each Sublessee’s annual rent with Owner’s rent check. Revenue Share paid to Owner shall be inclusive of and not require additional payment of leasehold excise tax

Any amounts owed or due and payable to Owner under this subsection shall survive the expiration or earlier termination of this Agreement.

5. **Section 6. “Notices”**, of the Agreement is hereby amended to read as follows:

If to Owner: City of Auburn (WA)
 25 W Main St
 Auburn, WA 98001

If to SBA: SBA 2012 TC Assets, LLC
 Attn: Site Administration
 8051 Congress Avenue
 Boca Raton, FL 33487-1307
 Re: WA48164-A/Auburn Game Farm

6. Subsection (b) of **Section 9. “Interference”** of the Agreement is hereby amended to read as follows:

Notwithstanding the foregoing, Owner shall have the right to install additional equipment for government and public safety purposes (including, but not limited to police, fire, and ambulance services) at or near the Site that might interfere

with Sprint's Antenna Facilities. Both Owner and SBA will cooperate in good faith to design or modify their own systems at their own expense to eliminate interference or reduce interference to reasonably acceptable levels ("Eliminate Interference"). If the parties cannot Eliminate Interference: (i) Owner agrees to use good faith efforts to lease to SBA a nearby site that is owned by Owner (an "Alternate Site") under the same terms and conditions here, or (ii) if the parties cannot agree upon an Alternate Site, Owner shall have the right to terminate this Agreement upon ninety (90) days prior written notice to SBA. If SBA must relocate its Antenna Facilities, Owner agrees to allow SBA to install temporary Antenna Facilities at an Alternate Site to prevent an interruption in SBA's service during the relocation process. Upon thirty (30) days prior written notice from Owner, SBA shall allow Owner to access and use any existing or new conduit on the tower controlled by SBA.

7. The Agreement is hereby amended to include a new **Section 21. "Right of First Refusal"** to read as follows:

If at any time during the term of the Agreement, Owner receives from any company or its affiliates that either (a) is engaged in the business of owning, operating, or maintaining wireless communications facilities, or (b) has an interest as a landlord, tenant, or in any other capacity in any wireless communications ground lease or easement a bona fide written offer to sell, assign, convey, lease or otherwise transfer the Site or the Property, or any portion thereof, or create any interest in the current or future Rent, which Owner desire to accept (the "Offer"), Owner shall first give SBA written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving SBA the right to acquire the interest described in the Offer on the terms set forth in the Offer. SBA shall have a period of thirty (30) days after receipt of Owner's notice and terms to exercise SBA's right of first refusal by notifying Owner in writing. If SBA has not exercised its right of first refusal in writing to Owner within such thirty (30) day period, the right of first refusal will be deemed rejected by SBA and Owner will be unrestrained to accept the Offer.

8. Upon full execution of this First Amendment, SBA shall pay to Owner a one-time payment of Fifteen Thousand and 00/100 Dollars (\$15,000.00).
9. Capitalized terms not defined in this First Amendment will have the meaning ascribed to such terms in the Agreement.
10. This First Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Property is located without regard to principles of conflicts of law.

11. Except as specifically set forth in this First Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall take precedence.
12. The legal description in Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the legal description attached to this Amendment as Exhibit 1. SBA may replace and substitute (at SBA's sole cost and expense) such exhibit with an accurate survey and legal descriptions of the Site and re-record this First Amendment upon obtaining Owner's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Following such re-recording, the descriptions of the Site described therein shall serve as the descriptions for same for all purposes under the Agreement.
13. Owner represents and warrants to SBA that Owner is the sole owner in fee simple title to the Property and Owner's interest under the Agreement and that consent or approval of no other person or body, other than the Auburn City Council is necessary for Owner to enter into this First Amendment.
14. This First Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same First Amendment.
15. SBA shall have the right to record this First Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

WITNESSES:

OWNER:

City of Auburn (WA), a Washington
municipal corporation

By: _____
Kendra Comeau, City Attorney

By: _____
Nancy Backus, Mayor

STATE OF WASHINGTON

COUNTY OF _____

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ as _____ of the City of Auburn (WA), a Washington municipal corporation, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed and sealed this said instrument as her free and voluntary act and deed for the use and purposes therein mentioned, and on oath stated that he/she is authorized to execute the _____ said _____ instrument.

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public
My Commission Expires _____

(NOTARY SEAL)

WITNESSES:

Signature: Ane Huera

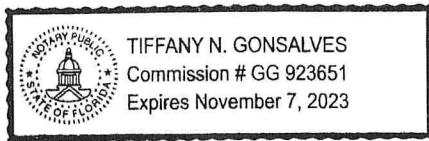
Print Name: Ane Huera

Signature: [Signature]

Print Name: Brittany Dawson

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 21 day of June, 2023, by Joshua Koenig, Executive Vice President and General Counsel of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me and did not take an oath.



(NOTARY SEAL)

SBA:

SBA 2012 TC Assets, LLC, a Delaware limited liability company

By: [Signature]
Joshua Koenig, Executive
Vice President, and General Counsel

[Signature]
Notary Public
My Commission Expires 11/7/23

EXHIBIT "1"

Legal description of the Property described as New Lot 2 in record of survey under recording numbers 20051019900001

NEW LOT 2 DESCRIPTION

(NEW CITY OF AUBURN LOTS)

THREE PORTIONS OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 5 (ANY, P.M.), IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

GOVERNMENT LOTS 8 AND 7/4
EXCEPT THE WHITE (STUCK) RIVER;

ALSO

THAT PORTION OF GOVERNMENT LOT 9 LYING NORTHERLY OF THE NORTHERLY MARGIN OF SOUTHEAST STUCK RIVER ROAD EXTENSION, EASEMENT FOR WHICH WAS GRANTED BY THE STATE OF WASHINGTON TO KING COUNTY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20131310;

EXCEPT THE WHITE (STUCK) RIVER;

ALSO

GOVERNMENT LOT 10,
EXCEPT THE WHITE (STUCK) RIVER;

ALSO

GOVERNMENT LOT 11;
EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 20080807;

AND EXCEPT THAT PORTION CONVEYED TO THE CITY FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 20061741;

AND EXCEPT THAT PORTION RELAYED BY THE STATE OF WASHINGTON PARKS AND RECREATION COMMISSION, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 81°33'53" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1207.17 FEET; THENCE SOUTH 82°11'31" EAST PARALLEL WITH SAID 60 FEET SOUTH OF THE NORTH LINE OF GOVERNMENT LOT 11 A DISTANCE OF 3008 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUOUS SOUTH 00°31'31" EAST PARALLEL WITH SAID NORTH LINE AND ALONG THE EASTERLY RIGHT OF WAY LINE OF RIVERWALK DRIVE SOUTHEAST A DISTANCE OF 639.40 FEET; THENCE SOUTH 01°21'40" EAST A DISTANCE OF 182.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 450.80 FEET; THENCE CONTINUOUS CLOCKWISE ALONG SAID CURVE A DISTANCE OF 306.45 FEET THROUGH A CENTRAL ANGLE OF 43°04'30" (THE RADIUS CENTER BEARS SOUTH 63°02'29" EAST); THENCE SOUTH 48°11'48" WEST A DISTANCE OF 434.07 FEET; THENCE SOUTH 34°03'04" WEST A DISTANCE OF 610.01 FEET; THENCE NORTH 80°44'11" WEST A DISTANCE OF 310.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF "B" STREET SOUTHEAST; THENCE NORTH 03°08'48" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 142.96 FEET; THENCE NORTH 01°33'53" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 245.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO

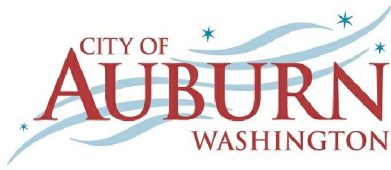
THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING NORTHERLY OF THE NORTHERLY MARGIN OF SOUTHEAST STUCK RIVER ROAD EXTENSION, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 20080807;

ALSO

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTHERLY OF THE NORTHERLY MARGIN OF SOUTHEAST STUCK RIVER ROAD EXTENSION, EASEMENT FOR WHICH WAS GRANTED BY THE STATE OF WASHINGTON TO KING COUNTY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20131310;
EXCEPT THE WHITE (STUCK) RIVER;

ALSO

THAT PORTION OF RIVERWALK DIVISION NO. 1 PER PLAT THEREOF RECORDED IN PLATBOOK 128 OF PLATS AT PAGES 20 THROUGH 23, UNDER RECORDING NUMBER 2005101333, RECORDS OF KING COUNTY, WASHINGTON



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5727 (Faber)

Date:

July 7, 2023

Department:

Parks/Art and Recreation

Attachments:

[Resolution No. 5727](#)

Budget Impact:

Current Budget: \$58,487

Proposed Revision:

\$50,000

Revised Budget: \$108,487

Administrative Recommendation:

City Council to approve Resolution No. 5727.

Background for Motion:

The proposed Resolution is to accept a grant from the NRPA for pathway improvements at Auburndale Park.

Background Summary:

The \$50,000 that NRPA has granted the City will be for removing the existing and dilapidated asphalt pathways (damage from tree roots) at Auburndale Park and replaced with new ADA-compliant compacted gravel pathways.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff: Faber

Meeting Date: July 17, 2023

Item Number: RES.C

RESOLUTION NO. 5727

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 THE NATIONAL RECREATION AND PARK ASSOCIATION TO ACCEPT AND EXPEND GRANT FUNDS FOR IMPROVEMENTS TO THE PAVED PATHWAY SYSTEM AT AUBURNDALE PARK

WHEREAS, the National Recreation and Parks Association (“NRPA”), has collaborated with the Bobcat Company to provide for local park and recreation agencies to enhance community and environmental resilience, with a focus on park improvement and restoration; and

WHEREAS, the NRPA has awarded the City with a grant in the amount of \$50,000.00 to help remove the existing asphalt pathways within the forested area of Auburndale Park and replace with new ADA-accessible gravel paths; and

WHEREAS, to receive the funds, the City must execute a grant agreement with the NRPA.

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

Section 1. The Mayor is authorized to execute an agreement between the City and the NRPA for grant funds in the amount of \$50,000.00, which agreement will be in substantial conformity with the agreement attached as Exhibit A, and to expend such funds.

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

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

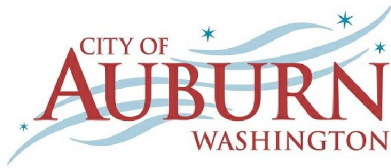
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5728 (Gaub)

Date:

July 10, 2023

Department:

Public Works

Attachments:

[Resolution No. 5728](#)

[Applicant Certification](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to approve Resolution No. 5728.

Background for Motion:

This Resolution would authorize the potential use a Public Works Trust Fund Loan for \$3 million to finance the construction of the Auburn Way South Improvements Hemlock Street SE to Poplar Street SE project.

Background Summary:

Resolution No. 5728 authorizes the certification of the application for, and the acceptance of, a Public Works Trust Fund Loan for \$3 million from the Washington State Public Works Board to finance the construction of the Auburn Way South transportation improvements from Hemlock Street SE to Poplar Street SE, project number CP1622.

Should the City receive this loan, the \$3 million traffic impact fees budgeted to fund this project would be reallocated to other projects to improve system capacity in other locations.

The City's Finance Director reviewed and supported the application. The loan would be repaid over 20 years with Traffic Impact Fees.

This project will widen the roadway between Hemlock Street SE and Poplar Street SE to create a five-lane cross section with two general purpose travel lanes in each direction, and a two-way center left-turn lane. Curb and gutter, 10-foot sidewalks, illumination, transit stop improvements including the addition of an enhanced crosswalk with RRFB and a median refuge island, storm water improvements, and access management (where feasible) with accommodation for U-turns are proposed. This project is an extension of the recently completed improvements currently terminating at the Hemlock Street SE intersection. In addition, this project completes the widening of Auburn Way South on either side of the recently completed roundabout at Chinook Elementary.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: July 17, 2023

Item Number: RES.D

RESOLUTION NO. 5728

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER WASHINGTON STATE PUBLIC WORKS TRUST FUND LOAN DOCUMENTS TO FINANCE ROADWAY IMPROVEMENTS ON AUBURN WAY SOUTH FROM HEMLOCK STREET SE TO POPLAR STREET SE (PROJECT CP1622)

WHEREAS, the City's Transportation Improvement Program (TIP) includes Project CP1622, which is a project to construct roadway improvements on Auburn Way South from Hemlock Street SE to Poplar Street SE (Project); and

WHEREAS, to finance the Project, the City has applied for a \$3,000,000 competitive loan from the Washington State Public Works Board, to be repaid over 20 years with Traffic Impact Fees. The City anticipates that the Board will approve the City's loan application; and

WHEREAS, it is in the best interest of the City to use Public Works Board loan proceeds to finance the construction of the Project.

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

Section 1. The Mayor is authorized to certify the City's Public Works Trust Fund Loan application.

Section 2. The Mayor is authorized to execute and administer a loan agreement between the City and the Washington State Public Works Board for a total of \$3,000,000 or such other loan amounts authorized by the Washington State Public Works Board.

Section 3. The Mayor is authorized to negotiate, enter, and administer agreements to spend the loan funds for the Project, and to implement other administrative procedures necessary to carry out the directives of this legislation.

Section 4. This Resolution shall take effect and be in full force upon passage and signatures.

Dated and Signed this _____ day of _____, 2023.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment - **Applicant Certification**

WHEREAS, City of Auburn is applying to the Washington State Public Works Board for a low-interest loan for an eligible project; and

WHEREAS, RCW 43.155.070 requires that applicants planning under RCW 36.70A.040 must have adopted comprehensive plans in conformance with the requirements of chapter 36.70A RCW, and must have adopted development regulations in conformance with requirements of chapter 36.70A RCW; and

WHEREAS, RCW 70A.205.055 requires a comprehensive Solid Waste Management Plan to be adopted by the city or county; and

WHEREAS, RCW 70.235.070 requires Greenhouse Gas Emission Reduction requirement; and

WHEREAS, RCW 43.155.070(8) requires that solid waste or recycling facility is consistent with and necessary to implement the comprehensive solid waste management plan adopted by the city or county under chapter 70A.205.055 RCW.

WHEREAS, the applicant certifies that it has a currently adopted plan for each and every one of the systems it owns and operates and that these plans fully conform to the specifics within this application; and

WHEREAS, RCW 43.155.070 requires that county and city applicants must have adopted the local optional one-quarter of one percent Real Estate Excise Tax, as described in chapter 82.46 RCW; and

WHEREAS, the local government must be using all local revenue sources which are reasonably available for funding public works, taking into consideration local employment and economic factors; and

WHEREAS, the applicant states that their Capital Facility Plan is consistent with the Comprehensive Land Use Plan of the jurisdiction in which they provide service; and

WHEREAS, the local governing body has approved submission of this application to the Public Works Board; and

WHEREAS, the applicant certifies that, there is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the applicant from repaying the loan extended by the Public Works Board with respect to such project. The applicant is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.

WHEREAS, the applicant recognizes and acknowledges that the information in the application forms is the only information, which will be considered in the evaluation and/or rating process. Incomplete responses will result in a reduced chance of funding. In order to ensure fairness to all, the Public Works Board does not accept any additional written materials or permit applicants to make presentations before the Board; and

WHEREAS, it is necessary that certain conditions be met as part of the application process; and

WHEREAS, RCW 43.155.060(3) requires that the project will be advertised for competitive bids and administered according to standard local procedure; and

WHEREAS, the loan will not exceed the maximum amount allowed by the Public Works Board of eligible costs incurred for the project; and

WHEREAS, any loan arising from this application constitutes a debt to be repaid, and Jamie Thomas/ Director of Finance has reviewed and concluded it has the necessary capacity to repay such a loan; and

WHEREAS, the information provided in this application is true and correct to the best of the government's belief and knowledge and it is understood that the state may verify information, and that untruthful or misleading information may be cause for rejection of this application or termination of any subsequent loan agreement(s); and

NOW THEREFORE, City of Auburn certifies that it meets these requirements, and further that it intends to enter into a loan agreement with the Public Works Board, provided that the terms and conditions are satisfactory to both parties.

Signed:

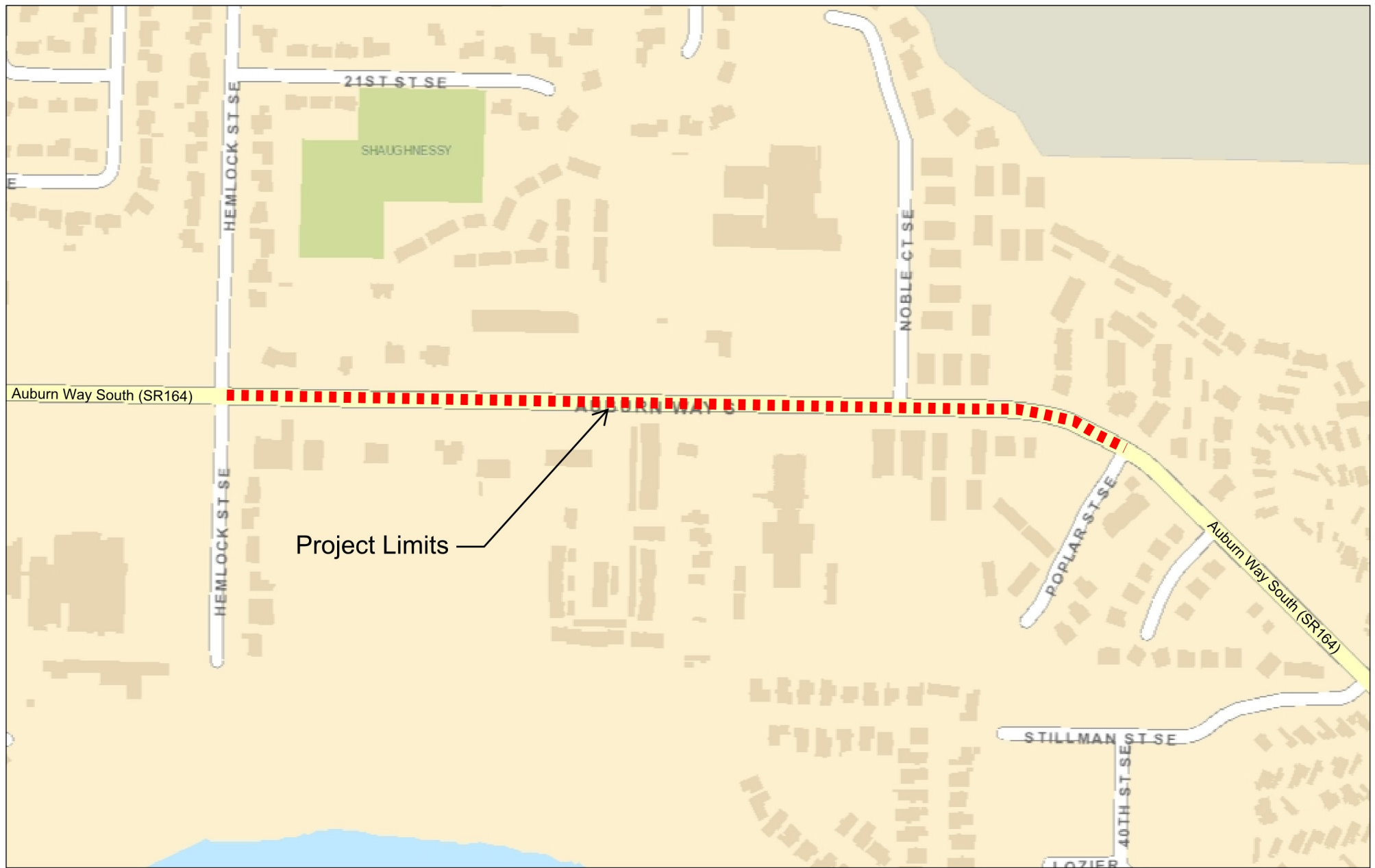
Name:

Title:

Date:

Auburn Way S (SR-164) - Hemlock to Poplar

Printed Date: 6/5/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



666.7 0 333.3 666.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 333 ft

1:4,000



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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.