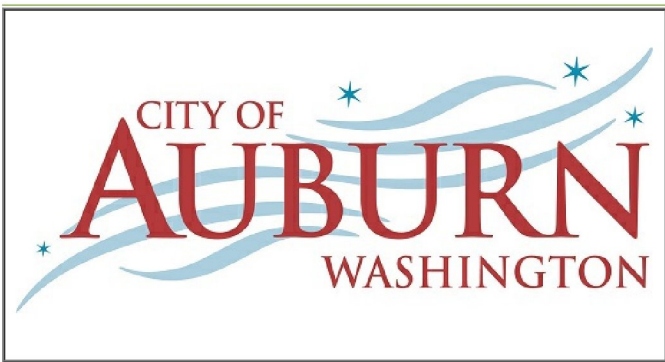


	City Council Study Session PWCD SFA July 8, 2019 - 5:30 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

A. Roll Call

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Racial Equity and Implicit Bias Initiative (Martinson) (30 Minutes)

B. Resolution No. 5443 (Hinman) (10 Minutes)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an amendment to the Interlocal Agreement between the City of Auburn and the City of Federal Way related to the Puget Sound Auto Theft Task Force

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. King County Metro Presentation - I-Line and Mobility Plan (Gaub) (15 Minutes)

B. Ordinance No. 6722 (Gaub) (10 Minutes)

An Ordinance of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a payback agreement for a developer's utilities extension between the City of Auburn and North Auburn Logistics Holdings, LLC

C. Ordinance No. 6724 (Gaub) (10 Minutes)

An Ordinance of the City Council of the City of Auburn, Washington, relating to abandoned utility services, clarifying the process for reestablishing utility services, amending Section 13.06.140, creating a new Section 13.20.235, and creating a new Section 13.48.295 to the Auburn City Code

D. Ordinance No. 6725 (Gaub) (5 Minutes)

An Ordinance of the City Council of the City of Auburn, Washington, relating to water utility, defining equivalent residential unit, and amending Section 13.06.010 of the Auburn City Code

E. State-Mandated Shoreline Master Program and Critical Areas (Tate) (10 Minutes)

Staff to present an overview of the proposed changes necessitated from the State-mandated update to the City's Shoreline Master Program (SMP) and associated updates to the Critical Areas Ordinance (Ch. 16.10 ACC)

F. Overview of Building Code Compliance (Tate) (15 Minutes)

Staff to present an overview of State and local building and fire codes

V. OTHER DISCUSSION ITEMS

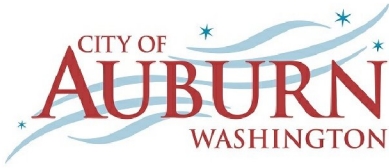
VI. NEW BUSINESS

VII. MATRIX

A. Matrix

VIII. 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:

Racial Equity and Implicit Bias Initiative (Martinson) (30 Minutes) July 2, 2019

Department:

Human Resources

Attachments:

[Racial Equity & Implicit Bias Initiative](#)

Date:**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council discuss Racial Equity and Implicit Bias Initiative.

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

Martinson

Meeting Date: July 8, 2019

Item Number:

City of Auburn Racial Equity Initiative

Tasks	Cost	TOTAL COST	Consultant	Participants/ Audience	Start	End	Notes	Days	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2019 Objectives																				
Keynote Address - Dr. Marks	TBD	TBD	Dr. Marks	All Staff	Oct-19	Oct-19														
Racial Equity Adaptive Leadership Professional Development (REAL)	Six (6) Full-Days of Professional Development \$3000 per day X Two (2) Consultants Total \$36000	\$36,000	Bernardo Dr. Pon	Mayor Directors Senior Leaders (No Max)	May-19	Dec-19	Learning Objectives: • Participants will recalibrate collective understanding of racial equity and adaptive leadership anchored in Child Care Resources’ mission, shared purpose and values. • Participants will examine race, power, white privilege, and institutional racism to deepen their understanding and practices around coaching and adaptive leadership for racial equity and the real social and economic impacts of it. • Participants will explore tools, resources and practices to identify their core equity dilemma, to facilitate and deepen racial equity conversations, and to build adult capacity to strengthen equitable outcomes of historically underserved communities. REAL is authentic, conscious change work. It goes to the cause/heart of the matter, is responsive to reality, and takes time to establish and maintain. To gain a clearer view of reality and some perspective on the bigger picture, this 3-year process balances the dance between: • Providing intentional, periodic distance from everyday activities through training, group facilitation, coaching ... AND ... • Applying collective learning by making interventions and observing impact real time to affect and implement sustainable organizational change together.	6												
City of Auburn Council Governing for Racial Equity Professional Development	Five Full Days of Professional Development \$3000 Per Day X One (1) Consultant Total \$15000	\$15,000	Bernardo	Elected Officials			<i>*Training for Elected Officials on the program and what staff will be trained on in the coming years.</i>													
Strategic Racial Equity Executive Advising	\$300 per hour X one (1) consultant. Minimum two (2) hours per session. Number of Strategic Sessions will be determined by Mayor Backus Total: TBD	\$6,600	Bernardo	Mayor	May-19	Dec-19	Designed for ongoing collective problem solving and capacity building to address core dilemma collectively identified. Contact will be more frequent in 1st year, and may include observing team dynamics. Frequency may be adjusted over time as needed. Contact may decrease or increase, as needed, in response to change/challenge. <i>*Focus is for Bernardo to have designated 1:1 time to support Mayor; but coaching for Directors is also available. The cost listed on this item is based on the thought that Mayor would meet formally with Bernardo for these 2 hours sessions once a month during 2019, starting in February. (Janelle's estimate, not Bernardo's)</i>	TBD												
Research, Evaluation and Organizational Assessment	\$300 per Hour X 2 consultants, six (6) one-hour focus groups. Thirty 30-min staff interviews 15 hours. Comprehensive data analysis 10 hours. Synthesis, report development and three (3) one-hour presentations of findings 35 hours. Total: \$19800	\$19,800	Bernardo Dr. Pon	CONSULTANT WORK TIME	Jun-19	Dec-19	Quantitative, Qualitative, Historical Data Organizational Analysis, Report Development and Presentations of Findings. Explore how the City of Auburn models the mission statement within the organization. Specifically, the focus group is an opportunity to voice perspectives between espoused organizational values and the lived experience of working with City of Auburn through a shared power/ racial equity analysis. <i>*This is mainly for consultant work time, but will include focus groups and meetings involving designated staff. End result is documentation that will be a report and guiding principles for Auburn as we move forward.</i>	66 Hours												

Tasks	Cost	TOTAL COST	Consultant	Participants/ Audience	Start	End	Notes	Days	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
City of Auburn Racial Equity City Team Logistics, Recruiting and Development	\$250 per hour X one (1) consultant. Type of support will be determined by Mayor Backus. Total: TBD	\$6,250	Bernardo	CONSULTANT WORK TIME	Jun-19	Dec-19	City of Auburn Racial Equity Team document development. <i>*Estimated at 25 hours total (Bernardo said that he didn't think it would take him that long, but wanted to estimate high just in case). Bernardo will create a series of documents for us to finalize; will write press releases, applications for equity team, create roles and responsibilities of equity team, and provide support for Mayor and the equity team.</i>	TBD												
City of Auburn Racial Affinity Caucusing	\$250 per facilitator X six (6) facilitators X one (4) four-hour sessions. Total: \$6000	\$6,000	Bernardo, Plus 5 other facilitators	TBD - Any staff that wants to participate (No Max)	Nov-19	Dec-19	We understand that white people and people of color each have work to do separately and together to ensure racial equity in their organizations. Racial Equity Caucusing/Affinity Groups provide courageous and safe spaces for people to work within their own identified racial/ethnic groups. For white people, caucusing/affinity groups provide a specific time and space to work explicitly and intentionally on getting a deeper understanding of white culture, white privilege and white supremacy in order to increase their critical analysis around these concepts and ideologies. A white caucus/affinity group also places the onus on white people to collaborate and teach each other about these ideas, rather than constantly relying on people of color to teach them. <i>*Unlike the equity team, the affinity groups will not need to apply. These affinity groups are for anyone who wants to participate. At some point, the team of facilitators will break the groups into two (whites/people of color) to discuss issues in more details.</i>	1												

TOTAL FOR 2019: \$89,650

City of Auburn Racial Equity Initiative

Tasks	Cost	TOTAL COST	Consultant	Participants/ Audience	Start	End	Notes	Days	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2020 Objectives																				
Racial Equity Adaptive Leadership Professional Development for Supervisors and Frontline Staff (REAL)	Six (6)full-days of Professional Development \$3000 Per Day X Two (2) Consultants Total \$36000	\$36,000	Bernardo Dr. Pon	Managers Supervisors Staff	Jan-20	Dec-20	Learning Objectives: • Participants will recalibrate collective understanding of racial equity and adaptive leadership anchored in Child Care Resources’ mission, shared purpose and values. • Participants will examine race, power, white privilege, and institutional racism to deepen their understanding and practices around coaching and adaptive leadership for racial equity and the real social and economic impacts of it. • Participants will explore tools, resources and practices to identify their core equity dilemma, to facilitate and deepen racial equity conversations, and to build adult capacity to strengthen equitable outcomes of historically underserved communities. REAL is authentic, conscious change work. It goes to the cause/heart of the matter, is responsive to reality, and takes time to establish and maintain. To gain a clearer view of reality and some perspective on the bigger picture, this 3-year process balances the dance between: • Providing intentional, periodic distance from everyday activities through training, group facilitation, coaching ... AND ... • Applying collective learning by making interventions and observing impact real time to affect and implement sustainable organizational change together.	6												
Strategic Racial Equity Executive Advising	\$300 per hour X one (1) consultant. Minimum two (2) hours per session. Number of Strategic Sessions will be determined by Mayor Backus. Total: TBD	\$9,600	Bernardo	Mayor Directors	Jan-20	Dec-20	• Participants will recalibrate collective understanding of racial equity and adaptive leadership anchored in mission, shared purpose and values. <i>*Cost listed here includes Mayor meeting with Bernardo once a month for two hours, as well as four 2-hour sessions with the Director team (Janelle's estimate, not Bernardo's).</i>	TBD												
City of Auburn Foundational Racial Equity Professional Development for All Staff	12 full-days of professional development for staff \$3000 per day X two (2) consultants. Total: \$72000	\$72,000	Bernardo Dr. Pon	All Staff	Jan-20	Dec-20	One of the hallmarks of an adaptive organization for racial equity is the continuous development of leaders’ and staff capacity toward shared leadership and responsibilities within the organization to structuralize racial equity. <i>*Bernardo said that this could be set up as a "cohort" program, where a certain number of staff attend 12 full-days of training throughout the year (for example, one day a month). Then, the following year we will have another cohort go through the same program, etc.</i>	12												
City of Auburn Annual Race and Equity Initiative Keynote Address. Dr. John Powell Director of the Haas Institute at UC Berkeley " Othering and Belonging "	TBD by Dr. Powell Total: TBD	\$10,000	Dr. Powell	All Staff	TBD	TBD	REAL is authentic, conscious change work. It goes to the cause/heart of the matter, is responsive to reality, and takes time to establish and maintain. <i>*Bernardo has reached out to Dr. Powell to confirm prices, but hasn't heard back yet. Dr. Powell works internationally, as well as locally. He's worked with Seattle.</i>	1												

Tasks	Cost	TOTAL COST	Consultant	Participants/ Audience	Start	End	Notes	Days	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
City of Auburn Racial Affinity Caucusing	\$250 per facilitator X per hour X six (6) facilitators. Three (4) four-hour sessions. Total: \$18000	\$18,000	Bernardo, Plus 5 facilitators	TBD - Any staff that wants to participate (No Max)	Jan-20	Dec-20	We understand that white people and people of color each have work to do separately and together to ensure racial equity in their organizations. Racial Equity Caucusing/Affinity Groups provide courageous and safe spaces for people to work within their own identified racial/ethnic groups. For white people, caucusing/affinity groups provide a specific time and space to work explicitly and intentionally on getting a deeper understanding of white culture, white privilege and white supremacy in order to increase their critical analysis around these concepts and ideologies. A white caucus/affinity group also places the onus on white people to collaborate and teach each other about these ideas, rather than constantly relying on people of color to teach them. <i>*Same process as in 2019. Unlike the equity team, the affinity groups will not need to apply. These affinity groups are for anyone who wants to participate. At some point, the team of facilitators will break the groups into two (whites/people of color) to discuss issues in more details.</i>	3												
City of Auburn Racial Equity Policy and Equity Tool Development	\$300 per hour X one (1) consultant. 40 hours. Total: \$12000	\$12,000	Bernardo	CONSULTANT WORK TIME	Jan-20	Dec-20	There is a growing recognition of the importance of racial equity-to-policy development and many governmental agencies and organizations recognize racial equity as a central goal for their strategic goals and programming; however, while racial equity is sometimes used intuitively in development and programming, it seems that its meaning is not clearly understood by every stakeholder in their organizations. This is reflected in often shallow analysis about what equity is and what should be done to achieve it systemically. Its importance is recognized, yet the policy priorities for achieving it are not consistently or coherently explored or implemented. Adopting racial equity as a guiding organizational principle requires adopting and implementing a comprehensive racial equity policy which brings into particular focus areas of the organization's as well as practices and procedures. <i>*This is mainly Bernardo's work time, but he wil need staff involvement when it comes to review of the documents he puts together (e.g., reviewing the draft policy and making recommendations, etc.). Bernardo will present what other cities are doing, present drafts of policies and other guiding documents and then we "make it our own."</i>													
Community Engagement	\$300 per hour X one consultant. Minimum two (2) hour sessions. Provide support as needed to Mayor Backus and her Cabinet to engage to listen and learn about what are their recommendations to ensure racial equity in the City of Auburn. Total: TBD	\$1,800	Bernardo	Mayor Directors	Jan-20	Dec-20	Partnering with the community is crucial to developing an effective racial equity policy and strategic plan. Only by engaging communities who have been impacted by institutional and structural racism, we will be able transform the City of Auburn to ensure racial equity for each of their residents. <i>*Bernardo considered this "light" engagement at this stage; these hours will be to support Mayor and potentially Directors. As an example, this would be times throughout the year that Bernardo would come to Mayor's Staff meetings to talk about issues with the entire team. (More 1:1 support for Directors could then come in year 2). Also, this time can be used to prep the Leadership team on "talking points" to the community for events such as our neighborhood picnics. This will be a good time to start bringing up these topics to the community (we will fully engage community in year 3). Cost estimate listed here is based on Bernardo meeting with Mayor's Leadership team (2 hour sessions) three times throughout the year.</i>	TBD												
City of Auburn Racial Equity City Team Strategic Advising	\$300 per hour X three hours per month X one (1) consultant. Total: \$5400	\$5,400	Bernardo	Equity Team	Jan-20	Dec-20	Provide guidance and strategic advice to the work of the City of Auburn Racial Equity Team to institute a highly functioning and effective change team. <i>*This is for the "regular" meetings that the equity team will hold throughout the year.</i>	6												

Tasks	Cost	TOTAL COST	Consultant	Participants/ Audience	Start	End	Notes	Days	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
City of Auburn Racial Equity Team Professional Development	Five (5) Full-Days of professional development for the recently created City of Auburn Racial Equity Team \$3000 per Day X one (1) consultant. Total: \$15000	\$15,000	Bernardo	Equity Team	Jan-20	Dec-20	City of Auburn Racial Equity Team Institute. This team will lead the development and implementaiton of a citywide racial equity plan and racial equity tools as well as build alliship and address concerns of skeptics. This team will be given specific assignments which will result in tangible outcomes. The Racial Equity Action Plan will be design to change behaviors which in turn change attitudes. <i>*Bernardo advised that an equity team composted of 8-10 members would be a good size for Auburn, but he has worked with larger teams of about 24 members and said that is doable as well. Ultimately, this will be guided by the number of applications we receive.</i>	5												

TOTAL FOR 2020: \$179,800

City of Auburn Racial Equity Initiative

Tasks	Cost	TOTAL COST	Consultant	Participants/ Audience	Start	End	Notes	Days	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2021 Objectives							• Providing intentional, periodic distance from everyday activities through training, group facilitation, coaching ... AND ... • Applying collective learning by making interventions and observing impact real time to affect and implement sustainable organizational change together.													
Strategic Racial Equity Executive Advising	\$300 per hour X one (1) consultant. Minimum two (2) hours per session. Number of Strategic Sessions will be determined by Mayor Backus. Total: TBD	\$2,400	Bernardo	Mayor	Jan-21	Dec-21	Designed for ongoing collective problem solving and capacity building to address core dilemma collectively identified. Contact will be more frequent in 1st year, and may include observing team dynamics. Frequency may be adjusted over time as needed. Contact may decrease or increase, as needed, in response to change/challenge. <i>*Since this is our third year, we will hopefully start to "wean off" our reliance on a consultant. Bernardo's vision for this third year is sustainability. Therefore, the cost estimated here is for Mayor to meet 1:1 with Bernardo once a quarter for these 2-hour sessions (Janelle's estimate, not Bernardo's).</i>	TBD												
Racial Equity Professional Development for All Staff	12 full-days of professional development for staff \$3000 per day X two (2) consultants. Total: \$72000	\$72,000	Bernardo Dr. Pon	All Staff	Jan-21	Dec-21	Year 3: Scope expands and cycle repeats • Executives focused on Leadership of Organization • Directors focused on Leadership of Other • Managers, Supervisors and Frontline staff focused on Leadership of Self <i>*For 2021, we will push our second "cohort" through this 12 day training program. Hopefully after our third year, we will be up and running to conduct these trainings in-house.</i>	12												
City of Auburn Racial Equity Symposium Planning, Development, & Implementation	\$300 per hour X one (1) consultant. Minimum two (2) hours per session. Number of Hours will be determined by Mayor Backus. Total: TBD	\$3,000	Bernardo	Mayor Directors	Jan-21	Aug-21	<i>*Bernardo said that this time will be used to prep Mayor and the Leadership team on how to "push out" these initiatives to our community. Cost estimate is based on 10 hours of work (Janelle's estimate, not Bernardo's).</i>	TBD												
Keynote Address for Racial Equity Symposium	TBD	\$10,000	TBD	All Staff	TBD	TBD	<i>*Annual keynote address for All Staff. Cost estimates based on Caprice's price quote, as that is fairly typical for trainers/speakers.</i>	1												
Community Engagement	\$300 per hour X one consultant. Minimum two (2) hour sessions. Provide support as needed to Mayor Backus and her Cabinet to engage to listen and learn about what are their recommendations to ensure racial equity in the City of Auburn. Total: TBD	\$6,000	Bernardo	Mayor Directors	Jan-21	Dec-21	Partnering with the community is crucial to developing an effective racial equity policy and strategic plan. Only by engaging communities who have been impacted by institutional and structural racism, we will be able transform the City of Auburn to ensure racial equity for each of their residents. <i>*At this point, Bernardo said he will be in a support role to help the City achieve goals. Cost estimate is based on 20 hours of consultant work (Janelle's estimate, not Bernardo's).</i>	TBD												
City of Auburn Racial Equity Curriculum Development	\$250 per hour X one consultant, 30 hours. Total: \$7500	\$7,500	Bernardo	CONSULTANT WORK TIME	Jan-21	Dec-21	• Participants will examine race, power, white privilege, and institutional racism to deepen their understanding and practices around coaching and adaptive leadership for racial equity and the real social and economic impacts of it. <i>*Bernardo will work with staff to develop curriculum, understand goals, etc.,</i>	30 Hours												

Tasks	Cost	TOTAL COST	Consultant	Participants/ Audience	Start	End	Notes	Days	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Train-the-Trainer Racial Equity Facilitator Professional Development	\$300 per hour X two consultants X three (3) full-days. Total: \$18000	\$18,000	Bernardo Dr. Pon	Equity Team, and anyone else who wants to be a trainer (20 max)	Jan-21	Dec-21	The Train-the-Trainer model is one we have honed to support on-going, internal professional development. We recognize facilitating conversations about race requires a level of personal understanding of the issues, awareness of one’s own triggers, and skills in navigating uncomfortable discussions. The City of Auburn’s staff assigned to teach the curricula for developing racial equity teams will attend a three-day Train the Trainer course. These days will allow them to learn and practice teaching. Following the initial instruction, Racing to Equity Consulting Group will provide additional coaching sessions for facilitators as they put their new skills into practice. Participants will explore tools, resources and practices to identify their core equity dilemma, to facilitate and deepen racial equity conversations, and to build adult capacity to strengthen equitable outcomes of historically under-served communities. <i>*Participants are ideally on the equity team, but there may be others who want to become trainers at this stage in our process. Maximum number of people is 20.</i>	3												
City of Auburn Staff Racial Equity Affinity Caucusing Facilitator Training	Two (2) full-days of professional development \$3000 per day X two (2) consultants. Total: \$12000	\$12,000	Bernardo Dr. Pon	TBD - Any staff that wants to participate (30 Max)	Jan-21	Dec-21	To gain a clearer view of reality and some perspective on the bigger picture, this 3-year process balances the dance between: <i>*Train-the-trainer process for staff that want to facilitate the affinity caucusing groups in the future (in particular, year 3).</i>	2												

*TOTAL FOR 2021:

\$130,900

*Cost listed here does not include staffing the "Office of Racial Equity"

City of Auburn Racial Equity Initiative

Tasks	Cost	TOTAL COST	Consultant	Participants/ Audience	Start
2022 Objectives					
City of Auburn Office of Racial Equity Launch and Staff Support	\$300 per hour X one (1) consultant. Minimum two (2) hours per session. Number of Hours will be determined by Mayor Backus. Total: TBD	\$9,000	Bernardo	Mayor HR Other Staff	Jan-22
STAFFING - Office of Racial Equity	TBD		Mayor HR		

End	Status	Notes	Days
Dec-22		Provide guidance and strategic support as needed to have a successful City of Auburn Office of Racial Equity <i>*Bernardo to support the Mayor's Office and Human Resources Department on the development of the "Office of Racial Equity" that will be housed in the Mayor's Office. Bernardo will help draft job descriptions, review applications, participate in interviews, and train new hire(s), etc. Cost estimate is based on 30 hours of work (Janelle's estimate, not Bernardo's).</i>	TBD
		*Placeholder for discussion on staffing levels for the "Office of Racial Equity." At this point, we can review what other cities are doing to determine if we hire full-time, non-benefited, or continue with consultants.	

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept

Oct	Nov	Dec



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5443 (Hinman) (10 Minutes)

Date:

July 2, 2019

Department:

Administration

Attachments:

[RES 5443 - PSAAT Lease](#)

[Draft Amendment to PSAAT Lease](#)

[Original Lease Authorized through Resolution](#)

[5324](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Adoption of Resolution No. 5443 authorizing the mayor to amend the lease agreement for office space and vehicular parking of the Auburn Game Farm Park Administration Building with the Puget Sound Auto Theft Taskforce (PSATT) to reflect the current biennial grant funding cycles allowable funds used for PSATTs operational headquarters.

Background Summary:

The Puget Sound Auto Theft Taskforce (PSATT) is a joint operation between the cities of Auburn, Tukwila, Federal Way, Bonney Lake, Lakewood, Tacoma, the Pierce County Sheriff's Office, the King County Prosecutor's Office, and the Washington State Patrol. Auburn's participation in the PSATT was authorized by the council through Resolution No. 5303 with authorization to lease the Auburn Game Farm Park Administration Building for operational headquarters and vehicular parking through Resolution No. 5324.

PSATT is funded through a biennial grant by the Washington State Patrol, with grant funds being administered by the City of Federal Way as the lead agency. The grant allows for a portion of those funds to be used for leasing of office space, utilities and vehicle parking. The draft amendment proposed is reflective of the maximum amount allowed under this biennial grant cycle for office space and utilities.

The allocation of grant funds for the purpose of rent and utilities was reduced by roughly 40% from the previous grant cycle. However, due to the local and regional benefit the task force provides, staff believe that it is still in the public's best interest to allow PSATT to remain as tenant of the administration building given the reduced funding allocation.

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

Hinman

Meeting Date: July 8, 2019

Item Number:

RESOLUTION NO. 5 4 4 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF FEDERAL WAY RELATED TO THE PUGET SOUND AUTO THEFT TASK FORCE

WHEREAS, Federal Way is the Lead Administrative Agency for the Puget Sound Auto Theft Task-Force (PSATT), established through an Interlocal agreement to combat automobile theft in the Puget Sound area through coordinated law enforcement; and

WHEREAS, the City and Federal Way entered into an Agreement adopted by Auburn City Council under Resolution 5324 for the establishment of office and vehicle parking space ("Original Agreement"); and

WHEREAS, Federal Way has notified the City that the grant amount has been reduced for the next funding cycle, and has asked the City to reduce the cost of the facility; and

WHEREAS, staff believes it to be in the best interest of the public to amend the Agreement both to support the Task Force and to keep a regular presence at the facility.

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

Section 1. The Mayor is authorized to execute an amendment to the Original Agreement between the City and the City of Federal Way, which agreement will 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 this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

**AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUBURN AND THE CITY OF FEDERAL WAY
ESTABLISHING AND MAINTAINING OFFICE SPACE
FOR THE PUGET SOUND AUTO THEFT TASK-FORCE**

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2019, between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (“Auburn”), and the **CITY OF FEDERAL WAY** (“Federal Way”) (“Parties”).

RECITALS:

A. Federal Way is the Lead Administrative Agency for the Puget Sound Auto Theft Task-Force (PSATT), established through an Interlocal agreement, adopted by Auburn City Council under Resolution 5303 between the cities of Federal Way, Auburn, Bonney lake, Lakewood, Tacoma, and Tukwila, the Washington State Patrol, the Pierce County Sheriff’s Office, the King County Prosecutor’s Office, and the Pierce County Prosecutor’s Office, to combat automobile theft in the Puget Sound area through coordinated law enforcement; and

B. As the Lead Administrative Agency, Federal Way is authorized to expend Washington Auto Theft Prevention Authority grant funds for eligible expenses associated with the operation of the PSATT, including the leasing of office space for the operations of the PSATT; and

C. On November 6th, 2017 the Parties entered into an Agreement adopted by Auburn City Council under Resolution 5324 for the establishment of office and vehicle parking space; and

WHEREAS, Federal Way has notified the City that the grant amount has been reduced for the next funding cycle, and has asked the City to reduce the cost of the facility; and

WHEREAS, The City of Auburn believes it to be in the best interest of the public to amend the Agreement.

AGREEMENT:

1. Section 3 is amended by adding a new section F to read as follows:

F. For the grant cycle beginning July 1, 2019 and ending June 30, 2021, Federal Way agrees to pay a total of Two Thousand, Nine Hundred Sixteen Dollars and Sixty-Six Cents (\$2,916.66) per month for base rent and utilities.

2. Section 8 is amended by adding a new section J. Execution in Counterpart to read as follows:

J. Execution in Counterpart. This Agreement may be executed in any number of counterparts, each of which deemed to be an original against any party whose signature appears thereon, and all of which together constitute one and the same instrument. This Agreement will become binding

when one or more counterparts, individually or taken together bear the signatures of the parties reflected hereon as the signatories.

ALL OTHER TERMS AND CONDITIONS AGREED TO IN THE AGREEMENT INCLUDING THE TERMINATION PROVISION IDENTIFIED IN PARAGRAPH TWO SHALL REMAIN THE SAME.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

CITY OF FEDERAL WAY

Nancy Backus, Auburn Mayor

Jim Ferrell, Federal Way Mayor

Attest:

Attest:

Shawn Campbell, MMC, City Clerk

Stephanie Courtney, Federal Way City Clerk

Approved as to form:

Approved as to form:

Steven L. Gross, Auburn City Attorney

J. Ryan Call, Federal Way City Attorney

RESOLUTION NO. 5324

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF FEDERAL WAY RELATING TO THE LEASING OF AUBURN PROPERTY FOR JOINT POLICE TASK-FORCE USE

WHEREAS, the City of Auburn, through the adoption of Resolution No. 5303, is a member of the Puget Sound Auto Theft Task-Force (PSATT); and

WHEREAS, the Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, the Cities of Bonney Lake, Lakewood, Tacoma, Tukwila, and Federal Way are also members of the PSATT; and

WHEREAS, the interlocal agreement approved by Resolution No. 5303 establishes the City of Federal Way as the lead administrative agency, responsible for establishing accounting procedures for the PSATT; and

WHEREAS, the PSATT is in need of commercial space for the purpose of conducting PSATT business; and

WHEREAS, the City of Auburn owns suitable space and is willing to lease said space for PSATT use; and

WHEREAS, Revised Code of Washington Chapter 39.34 authorizes the City of Auburn and City of Federal Way to enter into an agreement for joint action, including the leasing of space for PSATT use.

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

Section 1. The Mayor is hereby authorized to execute an Interlocal Agreement with the City of Federal Way for the purpose of leasing the Auburn Game Farm Park Administrative Building to the Puget Sound Auto Theft Taskforce, in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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

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

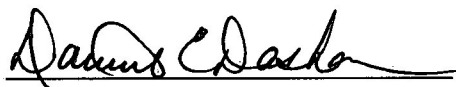
DATED and SIGNED this 6th day of November, 2017.

CITY OF AUBURN



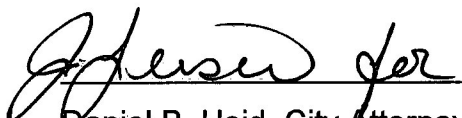
NANCY BACKUS, MAYOR

ATTEST:



Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

**CITY OF AUBURN – CITY OF FEDERAL WAY
INTERLOCAL AGREEMENT FOR
ESTABLISHING AND MAINTAINING OFFICE SPACE
FOR THE PUGET SOUND AUTO THEFT TASK-FORCE**

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 16th day of November, 2017, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (Auburn), and the CITY OF FEDERAL WAY, a municipal corporation of the State of Washington (Federal Way).

WHEREAS, Federal Way is the Lead Administrative Agency for the Puget Sound Auto Theft Task-Force (PSATT), established through an interlocal agreement between the cities of Federal Way, Auburn, Bonney lake, Lakewood, Tacoma, and Tukwila, the Washington State Patrol, the Pierce County Sheriff's Office, the King County Prosecutor's Office, and the Pierce County Prosecutor's Office, to combat automobile theft in the Puget Sound area through coordinated law enforcement; and

WHEREAS, as the Lead Administrative Agency, Federal Way is authorized to expend Washington Auto Theft Prevention Authority grant funds for eligible expenses associated with the operation of the PSATT, including the leasing of office space for the operations of the PSATT; and

WHEREAS, Auburn has unused office space in the administrative building at Auburn Game Farm Park, located in Auburn (the Premises), it is willing to lease to Federal Way for PSATT use at a discounted rate; and

WHEREAS, the PSATT is in need of office space for daily operations; and

WHEREAS, the parties wish to enter into an agreement for the leasing of the Premises for PSATT use and occupancy.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties hereto agree as follows:

1. PREMISES LEASED

- A. For and in consideration of the rent and faithful performance by Federal Way of the terms and conditions of this Agreement, Auburn does hereby lease to Federal Way, and Federal Way does hereby lease from Auburn, the Game Farm Park Administration Building and accompanying vehicle parking area located at 2840 Riverwalk Dr. SE, Auburn, WA 98002, (the Premises), depicted in Exhibit A attached hereto and incorporated herein by this reference. No other portion of Auburn's property, other than those areas depicted as the

“Administration Building” or “Vehicle Parking Area” in Exhibit A, are considered part of this Agreement. The parties further acknowledge and agree that Auburn reserves the right of immediate access through the Vehicle Parking Area at all times and without permission or consent of Federal Way for the right of storage and further use of the remaining portions of Auburn’s property.

- B. No building, structure, or improvements of any kind shall be erected, placed upon, operated or maintained on the Premises, nor shall any business or operation be conducted or carried on in violation of any ordinance, law, statute, by-law, order, or rule of any governmental agency having jurisdiction there over.

2. TERM

The term of this Agreement shall be for one (1) year, beginning on August 1, 2017 (the Commencement Date). Unless earlier terminated by either party, this Agreement shall automatically renew for one (1) year terms to coincide with the Washington Auto Theft Prevention Authority grant funding of the PSATT. In addition to any other termination provisions in this Agreement, either party may terminate this Agreement at any time, and for any reason, by providing thirty (30) days’ written notice to the other party.

3. RENT

- A. Federal Way agrees to pay Auburn a base rent equal to three-thousand dollars (\$3,000.00) per month, for the Premises.
- B. Federal Way further agrees to pay Auburn a flat rate for utilities, including but not limited to power, water, sewer, storm, garbage, security and janitorial services equal to two-thousand dollars (\$2,000.00) per month (utility charge). The utility charge shall be paid in quarterly installments during the term of this Agreement. In the event that the utility charge exceeds available state funding, Federal Way shall seek pro rata contribution from the participating PSATT agencies, pursuant to the vote of the PSATT Executive Board on October 5, 2017; the minutes of which are attached hereto as Exhibit B and incorporated herein by this reference.
- C. Base rent accrued between August 1, 2017, and October 31, 2017, shall be paid within thirty (30) days of the Commencement Date, and monthly thereafter.
- D. In the event this Agreement is terminated prior to the expiration of the term, Auburn shall refund to Federal Way a pro-rated portion of the base rent and utility charges paid, equivalent to the months remaining within the current term at the time this Agreement is terminated.
- E. The parties agree that this Agreement shall fulfill any invoicing requirements of the interlocal agreement establishing the PSATT.

4. MAINTENANCE

- A. Auburn shall be responsible for the sole cost and expense of all repairs and maintenance to the exterior of the Premises, including, but not limited to: landscaping, foundation, exterior walls, siding, exterior windows, exterior doors, roof, gutters and downspouts as well as all interior and exterior mechanical systems including: HVAC, electrical, plumbing and plumbing and electrical fixtures. Provided, however, that Auburn shall not be required to repair damage that results from the act of negligence by the members of PSATT beyond that required by the PSATT interlocal agreement liability and cost sharing provisions. If Auburn refuses or neglects to commence or complete repairs, Federal Way may, but shall not be required to, commence or complete the repairs and Auburn shall pay the costs thereof. Repairs made by Auburn due to the negligence of Federal Way shall be charged to Federal Way, and such charges shall include all direct and indirect costs.
- B. In the event that the Premises is damaged beyond use due to a fire, natural disaster, or act of god, this Agreement shall terminate upon ten (10) days' notice from Federal Way to Auburn that it intends to vacate the Premises.

5. INSURANCE COVERAGE, INDEMNIFICATION, AND HOLD HARMLESS

- A. Federal Way shall maintain insurance coverage, whether through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof, adequate to meet the obligations of this Agreement, including the indemnifications contained herein and those in the interlocal agreement establishing the PSATT, and contractual liability coverage of applicable leases, licenses, permits, or agreements.
- B. To the extent provided for by the terms of the interlocal agreement establishing the PSATT, Federal Way shall defend, indemnify, and hold harmless Auburn, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Federal Ways' use of the Premises, or from the conduct of Federal Way's business, or from any activity, work or thing done, permitted, or suffered by Federal Way on or about the Premises, except only such injury or damage as shall have been occasioned by the sole gross negligence or willful misconduct of Auburn.
- C. Federal Way and Auburn hereby release and discharge each other from all claims, losses, and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss, or liability is covered by insurance.

6. NOTICES

Any notice, consent, approval or other communication given by either party to the other relating to this Agreement shall be in writing, sent by both electronic mail and certified mail, return receipt

requested. Such notice may also be delivered by hand. If such notice is hand delivered or personally served, it shall be deemed effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by electronic communication, notice shall be deemed effective when sent.

The notice addresses of the parties are as follows:

To Auburn: City of Auburn
Attn: Josh Arndt
25 West Main St.
Auburn, WA 98001
Email: Jarndt@auburnwa.gov

To Federal Way: City of Federal Way
Attn: Andy Hwang
33325 8th Ave. S.
Federal Way, WA 98003
Email: andy.hwang@cityoffederalway.com

7. INSPECTION, ACCESS & POSTED NOTICES

Auburn and any of its agents shall at any time upon seventy-two (72) hours advance, written notice to PSATT, have the right enter upon and inspect the Premises provided; however, that (A) any Auburn personnel or agent shall be accompanied by a member of PSATT at all times, and (B) in the event Auburn determines, in its sole and absolute discretion, that an emergency situation exists on or adjacent to the Premises, no advance notice to Federal Way is required and Auburn may immediately enter upon and inspect the Premises. Auburn shall have the right to serve, or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or by this Agreement, any other notice or notices that may at any time be required or permitted by law or by this Agreement. Auburn shall not be liable in any manner for any inconvenience, disturbance, loss of business, or other damages arising out of Auburn's entry on the Premises as provided in this Section except for such damage that is caused directly by, or through the gross negligence of, Auburn, its employees, agents, or representatives.

8. MISCELLANEOUS

- A. Choice of Law: This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- B. Captions & Headings: The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

- C. Relationship of the Parties: Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.
- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.
- E. Integration: This Agreement constitutes the entire agreement between the parties as to the leasing of the Premises. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties. The parties acknowledge that this Agreement is executed pursuant to the interlocal agreement establishing the PSATT. In the event there is a conflict between this Agreement and the interlocal agreement establishing the PSATT, the interlocal agreement establishing the PSATT shall control.
- F. Interpretation: Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.
- G. Force Majeure: No party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.
- H. Waiver: The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.
- I. Signage – No fixed signage shall be permitted on the Premises whatsoever. If Federal Way wishes to utilize signage, Federal Way must first submit a written request to Auburn which specifically states what type of signage Federal Way wishes to utilize, the size and number of signs Federal Way is requesting to utilize and the location of where Federal Way's signage will go. Auburn reserves the right to approve, disapprove or modify Federal Way's request in its sole option and without recourse by Federal Way, which Auburn shall provide in writing within 21 days of receipt of Federal Way's request. Any and all signage approved

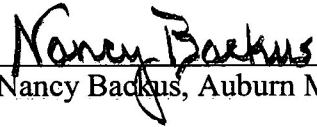
for use by Auburn shall be the sole and absolute cost of Federal Way, and consistent with the expenditures authorized by the interlocal agreement establishing the PSATT. All signage shall further be subject to and in accordance with the Auburn City Code, Chapter 18.56.

- J. Alarm Codes - Alarm code(s) will be provided for personnel access into the Premises. Alarm codes are subject to change as determined and in the sole discretion of Auburn. PSATT shall be notified prior to changing of the alarm codes. PSATT shall not provide any alarm codes to their customers or guests and PSATT shall immediately notify Auburn if the codes need to be changed to prevent access from a customer or employee to maintain security.
- K. No Brokers – Federal Way represents and warrants to Auburn that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Agreement and shall indemnify and hold harmless Auburn against any loss, cost, liability or expense incurred by Auburn as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Federal Way.

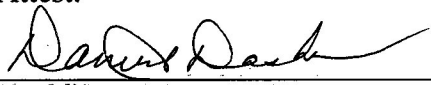
9. SIGNATURE

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

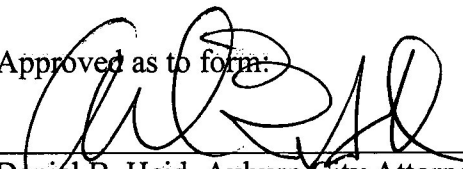
CITY OF AUBURN


Nancy Backus, Auburn Mayor

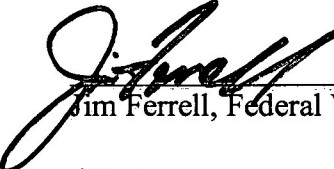
Attest:


Danielle Daskam, Auburn City Clerk

Approved as to form:


Daniel B. Heid, Auburn City Attorney

CITY OF FEDERAL WAY


Jim Ferrell, Federal Way Mayor

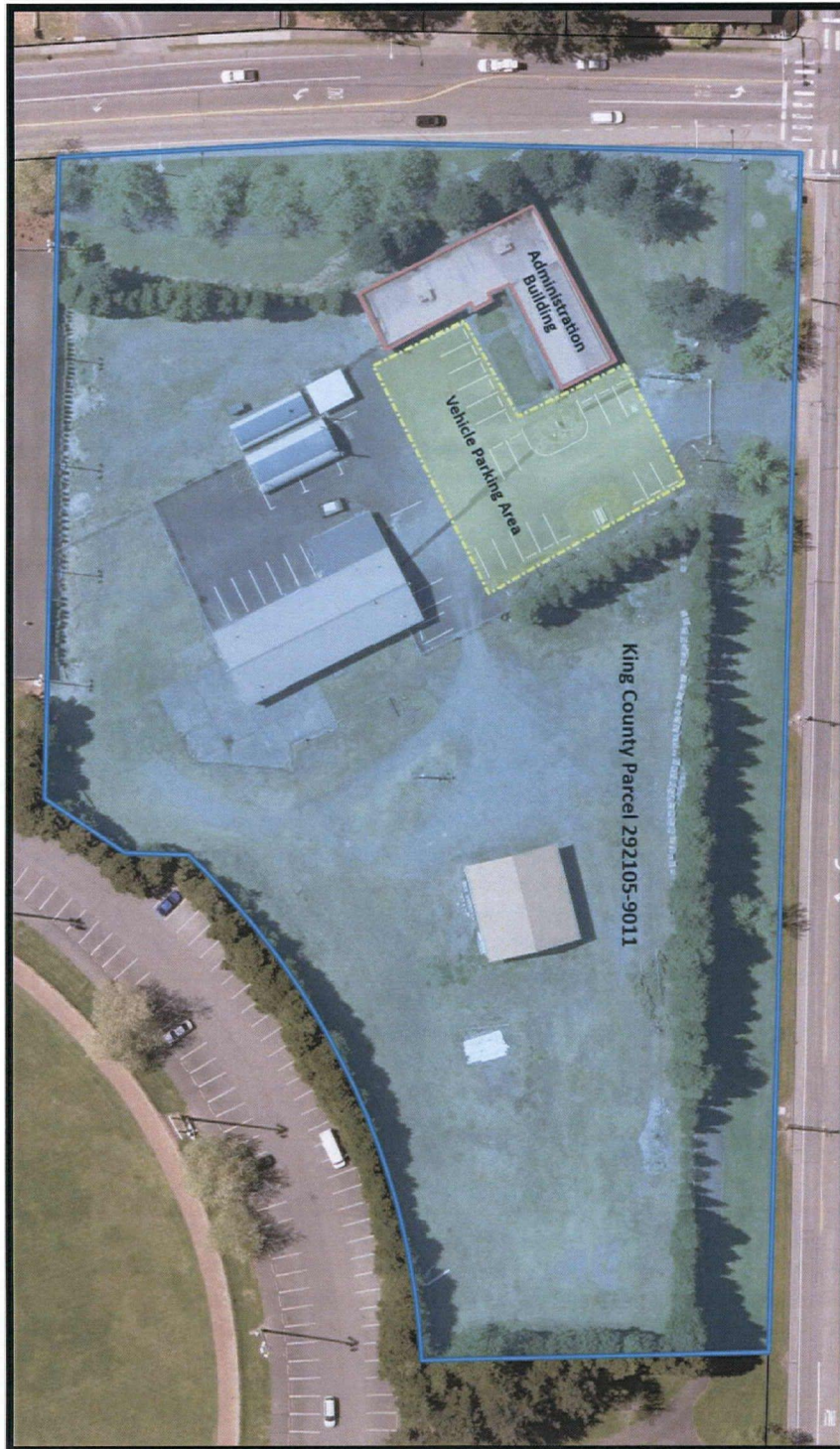
Attest:


Stephanie Courtney, Federal Way City Clerk

Approved as to form:


J. Ryan Call, Federal Way City Attorney

Exhibit A





AGENDA BILL APPROVAL FORM

Agenda Subject:

King County Metro Presentation - I-Line and Mobility Plan
(Gaub) (15 Minutes)

Date:

July 1, 2019

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0
Proposed Revision: \$0
Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

King County Metro (Metro) is planning to implement new RapidRide service, the I Line, serving Renton, Kent and Auburn in 2023, which will provide fast, frequent, and reliable service. In order to prepare for the I Line implementation, respond to changing mobility needs, and improve mobility and access for disadvantaged populations, Metro is developing an area mobility plan in south King County.

Metro is conducting a public outreach campaign, in addition to coordinating with Auburn technical staff, to identify transit service needs and the best route for the RapidRide I Line by Fall 2019.

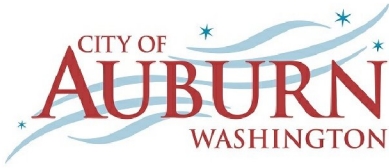
The project will deliver an updated mobility network to be implemented in September 2020, including a fixed-route that will be improved to become the RapidRide I Line in September 2023.

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

Gaub

Meeting Date: July 8, 2019

Item Number:



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6722 (Gaub) (10 Minutes)

Date:

July 1, 2019

Department:

Public Works

Attachments:

[Ordinance No. 6722](#)

[Exhibit A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

North Auburn Logistics Holdings, LLC constructed water systems improvements along West Valley Highway and South 287th Street to provide water to their development. These improvements are eligible for a payback agreement between the Developer and the City of Auburn, where properties that connect to the water system improvements will reimburse North Auburn Logistics Holdings LLC for the properties' pro rata share of the cost of those improvements.

Following the public hearing on July 15, 2019, the Council will consider adoption of the ordinance approving the payback agreement.

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

Gaub

Meeting Date: July 8, 2019

Item Number:

ORDINANCE NO. 6722

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE A PAYBACK AGREEMENT FOR UTILITIES
DEVELOPER'S EXTENSION BETWEEN THE CITY OF
AUBURN AND NORTH AUBURN LOGISTICS HOLDINGS,
LLC

WHEREAS, Chapter 13.40 of the Auburn City Code (ACC) authorizes the City Engineer to develop, implement, and administer facility extension payback agreements for utility improvements; and

WHEREAS, Chapter 3.25 of the ACC requires that the City Council conduct a public hearing to consider approving the payback agreements;

WHEREAS, North Auburn Logistics Holdings, LLC, has constructed the utility improvements described in the payback agreement, Exhibit A, and has agreed to deed those improvements to the City; and

WHEREAS, pursuant to ACC 13.40.030, the City has received and approved plans for those improvements; and

WHEREAS, the City Council finds that entry into the payback agreement is in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. The Mayor is authorized to execute a Payback Agreement for Developer's Extension between the City and North Auburn Logistics Holdings, LLC, which agreement will be in substantial conformity with the agreement attached as Exhibit A.

Ordinance No. 6722
June 12, 2019
Page 1 of 2

Section 2. Constitutionality or Invalidity. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Implementation. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 4. Effective Date. This Ordinance will take effect and be in force five (5) days from and after passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

PUBLISHED: _____

Ordinance No. 6722
June 12, 2019
Page 2 of 2

**Exhibit A - North Auburn Logistics Water
Payback Agreement for Developers
Extension FAC14-0007**

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

**PAYBACK AGREEMENT FOR UTILITIES
DEVELOPER'S EXTENSION**

Reference # (if applicable):	N/A	Additional on page:	_____
Grantor :	City of Auburn		
Grantee :	1) North Auburn Logistics Holdings, LLC	2)	
Legal Description / STR:	Section 25, T22N, R4E	Additional on page:	_____
Assessor's Tax Parcel ID#:	3522049016, 3522049024		

This Agreement made and entered into this _____ day of _____, 2019 by and between the **City of Auburn**, a municipal corporation of King County, Washington ("the CITY") and **North Auburn Logistics Holdings, LLC** ("the DEVELOPER"), whose address is 900 SW 16th Street, Suite 330, Renton WA 98057.

WHEREAS, pursuant to Chapter 35.91 RCW et seq., the CITY has by Ordinance No. 6722 adopted by the City Council of the CITY on the 15th day of July, 2019, approved the execution of this Payback Agreement with the DEVELOPER above and referring to the construction of certain facilities described in this Agreement; and

WHEREAS, the above-described DEVELOPER has offered and the CITY has agreed to accept the water facilities described in **Exhibit 1**, Bill of Sale, and attached and incorporated into this Agreement, as part of the utility systems of the CITY;

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. DEVELOPER

At the time of construction, the above-described DEVELOPER was the record OWNER of real property legally described as shown on **Exhibit 2** submitted by the DEVELOPER and attached in this Agreement.

“DEVELOPER” include successors, heirs, and assigns. The term ”DEVELOPER” includes a bankruptcy estate and a receivership as long as the City receives notice of the bankruptcy or receivership as the law requires for notice to creditors, and the DEVELOPER provides the notice required by section X of this agreement.

II. FACILITIES

The facilities which have been constructed by the DEVELOPER are as shown in the attached **Exhibit 3**, incorporated by this reference, and processed as a Developer Public Facility Extension, referenced as FAC14-0007, the original documents are on file at the office of the City Engineer. The facilities have been constructed in accordance with the ordinances and requirements of the CITY and the Engineering Design Standards governing the construction specifications for these facilities. The facilities have been approved by the City Engineer.

III. AREA OF FACILITY SERVICE BENEFIT

The properties benefited by the facilities (“Benefited Properties”) constructed by the DEVELOPER are legally described on **Exhibit 4** and are shown on **Exhibit 5**, which are by this reference incorporated in this Agreement. Any owner of real estate legally described within the benefit boundary as shown on the attached **Exhibits 4 and 5**, shall pay, as a condition for connecting to the facilities, the amount as identified in Section V. All property within the benefit boundary shall be subject to the connection fee as provided in this agreement as a condition of issuance of the connection permit by the CITY.

IV. TERMS

For a period of **20 years** from the date of this agreement, any owner (latecomer) of real estate legally described in Section III, **Exhibit 4**, or **Exhibit 5**, and which owner has not fully contributed their pro rata share to the original cost of the above-described facility, shall pay to the CITY the amounts specified in Section V of this agreement. The charge represents the fair pro rata share of the cost of construction of said facilities payable by the Benefited Properties.

Payment of the latecomer’s pro rata share will be required by the CITY at the time the CITY issues a utility permit for water service, as described in Auburn City Code (ACC) 13.06.050 to connect and use the system. A benefited property that constructs a facility extension that connects to the facilities included in this Payback Agreement is not

subject to payback payments until the benefited property (or each of the properties resulting from the subdivision of the benefited property) applies for utility service. Additionally, although stubs for utility service may be constructed to Benefited Properties as part of the facilities included in this Payback Agreement, no payback payments will be required until such time as those Benefited Properties apply for utility service.

The CITY shall reimburse the DEVELOPER within sixty (60) days of the date the City receives payment from a person requesting connection to the facilities.

V. AMOUNT OF REIMBURSEMENT

The DEVELOPER, its successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section III of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER'S construction of the facilities described in Section II of this Agreement.

The amount of reimbursement for water installed across the property frontage of a benefitted property will be \$53.56 times the length of the property frontage, as listed in **Exhibit 6**.

The total amount of reimbursement to the DEVELOPER for the facilities from all applicable charges shall not exceed **\$188,907.60**.

In the event that a benefitting property or properties is/are subdivided prior to connecting to the facilities, the City may reallocate the reimbursement amount(s) in a manner consistent with the methodology described above. The City will notify both the DEVELOPER and the property owner of any revisions to the reimbursement amounts.

VI. NOTICE AND HEARING

Prior to voting on the Ordinance authorizing this agreement, the CITY shall conduct a public hearing in accordance with ACC 3.25.080, including meeting the notification requirements of that section.

VII. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real estate not a party to this Agreement unless this Agreement has been recorded in the King County Recorder's Office prior to the time such owner receives a permit to connect to and use said facilities.

If for any reason, the CITY fails to secure a latecomer payment for Owner's fair pro rata share of the cost of the facilities before connection to the extension, the CITY is not liable for payment to the DEVELOPER.

Following approval of the Ordinance authorizing this agreement, the City will record the document at the appropriate County's Office. The DEVELOPER shall be responsible for correcting any portion of the document determined to not be recordable and any re-recording fees.

This agreement is subject to the provisions of Auburn City Code ("ACC") Chapter 3.25 and shall be void if the DEVELOPER is in violation of any term or condition of that Chapter as it exists on the date of execution of this agreement.

VIII. CURRENT ADDRESS & TELEPHONE NUMBER

The DEVELOPER will keep a current record of the Developer's address and telephone number on file with the City Engineer, and will within 30 days of any change of said address and/or telephone number, notify the City Engineer in writing. If the DEVELOPER fails to do so, the parties agree that the CITY may authorize connections and not incur any liability for the non-collection and/or non-reimbursement of charges to the DEVELOPER under this Agreement. Every two years from the effective date of this agreement, shown on page one, the DEVELOPER will notify the City Engineer of its current name, address, and telephone number. If the DEVELOPER fails to provide such information within sixty (60) days of each anniversary, the CITY may collect and retain any connection charges owed to the DEVELOPER under this contract.

The initial Contact Information and Address for Receipt of Reimbursement Funds is as follows:

Bart Brynstad
(Printed Name of Developer's Representative)
North Auburn Logistics Holdings, LLC
(Company Name)
1821 Dock St, Suite 100
(Mailing Address)
Tacoma, WA 98402
(City, State, Zip code)
(206) 248-0280
(Telephone/FAX)

IX. ADMINISTRATION

Any inquiries regarding the administration of this agreement shall be directed to the City Engineer.

X. COVENANT RUNNING WITH THE LAND

This Agreement is binding on the DEVELOPER, its successors, heirs and assigns and shall so be binding on the legal owners of all properties described within the benefit boundary of the area as shown in the attached **Exhibits 4, 5, and 6**, their successors, heirs and assigns.

XI. HOLD HARMLESS

- A. General Indemnification. The DEVELOPER will indemnify, defend, and hold the CITY and the CITY'S officials and agents harmless from all claims and costs of defense arising out of this agreement as a result of DEVELOPER actions, omissions, misconduct, or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement. The DEVELOPER specifically holds the CITY and its officials and agents harmless and waives all claims related to the CITY's establishment and enforcement of the terms and conditions of this agreement, including the failure to locate a beneficiary, assigns, successor, trustee, or survivor of DEVELOPER.
- B. Indemnification Against Liens. The DEVELOPER further agrees to indemnify and defend the CITY from any loss on account of any lien against the facilities that arose on or prior to the date of CITY acceptance of the facilities. If the CITY incurs any expense in defense against any such lien or claim, or in taking any other action that is required of DEVELOPER under this Agreement, the CITY shall have a lien in the full amount thereof against any funds then or thereafter collected by the CITY pursuant to this Agreement.

XII. CONSTITUTIONALITY OR INVALIDITY

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality does not affect the validity or constitutionality of the remaining portions of this Agreement, as it being expressly declared that this Agreement and each section, subsection, sentence, clause and phrase would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

CITY OF AUBURN

Nancy Backus, Mayor

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

Exhibit 1
Payback Agreement 2019-01

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

FAC14-0007
WATER, SANITARY SEWER, AND STORM
BILL OF SALE

Reference # (if applicable):	N/A
Grantor/Borrower:	North Auburn Logistics Holdings, LLC
Grantee/Assignee/Beneficiary:	City of Auburn
Legal Description/STR:	Section 35– Township 21N – Range 4E
Assessor's Tax Parcel ID #:	352204-9024 & 352204-9016

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor(s) **North Auburn Logistics Holdings, LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington, **2,223 LF of waterline, 1,735 LF of sanitary sewer, 504 LF of storm sewer, a 15 foot wide x 5.5 foot tall x 97.5 foot long culvert and all appurtenances** or any other associated public facility as shown on the public facility extension plans referred to as **FAC14-0007, the North Auburn Logistics development**. Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

and the said Grantor(s) hereby warrant(s) that they are the sole owner(s) of all the property above conveyed; that they have full power to convey the same and that they will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

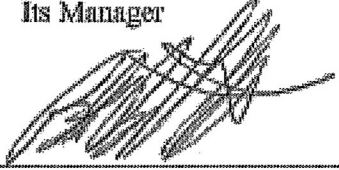
Exhibit 1 (continued)
Payback Agreement 2019-01

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer(s) this 28 day of February, 2019.

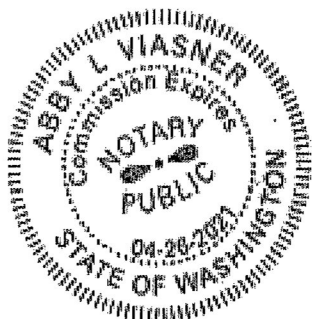
NORTH AUBURN LOGISTICS HOLDINGS, LLC,
a Delaware limited liability company

By: North Auburn Logistics Center Holdings PG, LLC,
a Delaware limited liability company,
Managing Member

By: PDC Seattle LLC,
a Delaware limited liability company,
Its Manager

By: 
Bart Brynstad
Local Partner

Dated 02/28/2019



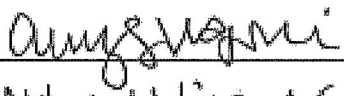

Abby L. Viasner
Notary Public in and for the State of Washington
Residing at Kent, WA
My appointment expires 04/28/2021

Exhibit 1 (continued)
Payback Agreement 2019-01

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A AND TRACT A OF CITY OF AUBURN BOUNDARY LINE
ADJUSTMENT NO. BLA14-0006, RECORDED UNDER RECORDING NUMBER
20160601900006, RECORDS OF KING COUNTY, WASHINGTON, BEING A
PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., KING COUNTY,
WASHINGTON.

Exhibit 2
Payback Agreement 2019-01

Legal Description of Developer's Property

(TAX PARCEL #352204-9024)

PARCEL A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA14-0006, RECORDED JUNE 1, 2016 UNDER RECORDING NUMBER 20160601900006, IN VOLUME 344 OF PLATS, PAGES 56 AND 57, IN KING COUNTY, WASHINGTON.

TOGETHER WITH EASEMENT RIGHTS FOR ROAD PURPOSES OVER A 10 FOOT ROAD, AS RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 17, 1920 UNDER RECORDING NUMBER 1477534 IN VOLUME 1130 OF DEEDS, PAGE 199, IN KING COUNTY, WASHINGTON, AND AS RESERVED IN THAT CERTAIN QUIT CLAIM DEED RECORDED JUNE 18, 1958 UNDER RECORDING NUMBER 4912725, IN VOLUME 3797 OF DEEDS, PAGE 455, IN KING COUNTY, WASHINGTON.

(TAX PARCEL #352204-9016) - Tract A

TRACT A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA14-0006, RECORDED JUNE 1, 2016 UNDER RECORDING NUMBER 20160601900006, IN VOLUME 344 OF PLATS, PAGES 56 AND 57, IN KING COUNTY, WASHINGTON.

TOGETHER WITH EASEMENT RIGHTS FOR ROAD PURPOSES OVER A 10 FOOT ROAD, AS RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 17, 1920 UNDER RECORDING NUMBER 1477534 IN VOLUME 1130 OF DEEDS, PAGE 199, IN KING COUNTY, WASHINGTON, AND AS RESERVED IN THAT CERTAIN QUIT CLAIM DEED RECORDED JUNE 18, 1958 UNDER RECORDING NUMBER 4912725, IN VOLUME 3797 OF DEEDS, PAGE 455, IN KING COUNTY, WASHINGTON.

Exhibit 3
Payback Agreement 2019-01

Facilities Constructed

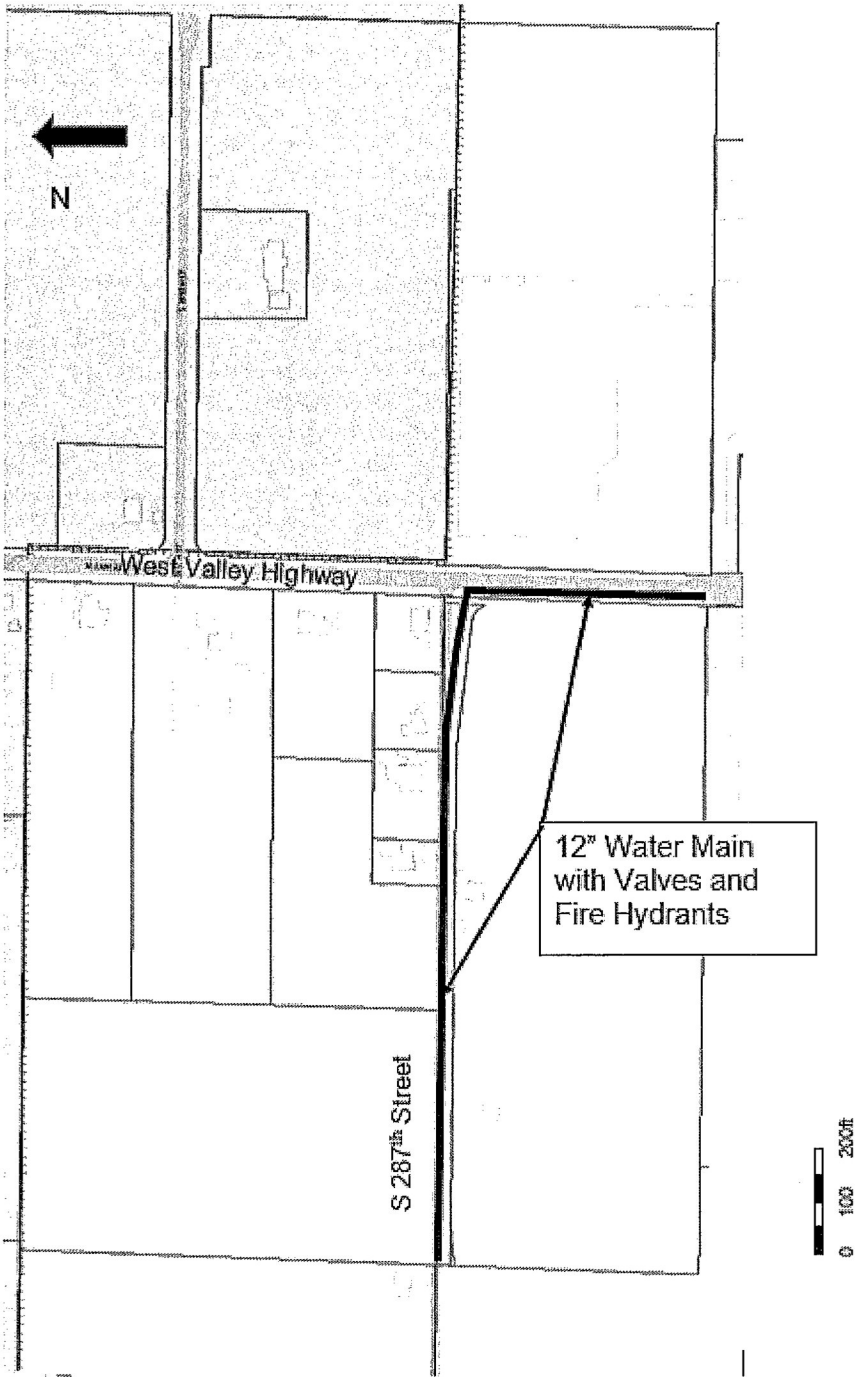


Exhibit 4
Payback Agreement 2019-01

Legal Description of Assessment Reimbursement Area and Benefitting Properties

(TAX PARCEL #352204-9022)

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE

485.12 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

(TAX PARCEL #352204-9067)

THE NORTH 135 FEET OF THE SOUTH 651.18 FEET OF THE EAST 180 FEET OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30 FEET FOR ROAD; AND EXCEPT COUNTY ROAD.

(TAX PARCEL #352204-9028)

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 88°29'26" WEST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 30.00 FEET;

THENCE NORTHERLY PARALLEL WITH EASTERLY LINE OF SAID SECTION A DISTANCE OF 516.18 FEET;

(continued next page)

Exhibit 4 (continued)
Payback Agreement 2019-01

THENCE SOUTH 88°29'26" WEST 150 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING 88°29'26" WEST 150 FEET;

THENCE NORTHERLY PARALLEL WITH EASTERLY LINE OF SAID SECTION A DISTANCE OF 135 FEET;

THENCE NORTH 88°29'26" EAST 150.00 FEET;

THENCE SOUTHERLY 135.00 FEET TO THE TRUE POINT OF BEGINNING.

(TAX PARCEL #352204-9046)

LOT 35-22-04 OF BLOCK 9046, SEC. 35, TOWNSHIP 22, RANGE 04; BEING THE NORTH 135 FT. OF THE SOUTH 651.18 FT. OF THE WEST 174 FT. OF THE EAST 504 FT., SUBJECT TO THE RIGHT OF WAY; RECORDS OF KING COUNTY, WASHINGTON.

(TAX PARCEL #352204-9082)

BEGINNING 651.18 FEET NORTH OF AND SOUTH 88°29'26" WEST FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST;

THENCE CONTINUING WEST 90 FEET;

THENCE SOUTH 135 FEET;

THENCE NORTH 88°29'26" EAST 90 FEET;

THENCE NORTH TO THE POINT OF BEGINNING.

(TAX PARCEL #352204-9047)

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE SOUTH 88°29' 26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET;

THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 651.18 FEET;

(continued next page)

Exhibit 4 (continued)
Payback Agreement 2019-01

THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET;

THENCE SOUTH 88°29'26" WEST 325.49 FEET;

THENCE NORTH 0°28'40" WEST 329.65 FEET; THENCE NORTH 87°54'40" EAST 478.02 FEET MORE OR LESS TO A POINT FROM WHICH THE EAST LINE OF SAID SUBDIVISION BEARS NORTH 87°54'40" EAST 354.51 FEET;

THENCE SOUTH 0°28'40" EAST 199.59 FEET MORE OR LESS TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 88°29'26" WEST;

THENCE SOUTH 88°29'26" WEST 149.50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON,

THENCE SOUTH 88°29'26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET;

THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET;

THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET;

THENCE SOUTH 88°29'26" WEST 90 FEET;

THENCE NORTH 0°28'40" EAST 135 FEET;

THENCE NORTH 88°29'26" EAST 90 FEET TO THE TRUE POINT OF BEGINNING.

(continued next page)

Exhibit 4 (continued)
Payback Agreement 2019-01

(TAX PARCEL #362204-9013)

The south half of the following described tract:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, NORTH 89°05' WEST 217.17 FEET FROM THE SOUTHWEST CORNER OF TRACT 2 OF WHITE RIVER VALLEY HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 17, IN KING COUNTY, WASHINGTON;

THENCE NORTH 2°00' EAST ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID TRACT 2 A DISTANCE OF 1,002.90 FEET, MORE OR LESS, TO THE SOUTH LINE OF A 60 FOOT COUNTY ROAD;

THENCE NORTH 89°05, WEST ALONG THE SOUTH LINE OF SAID COUNTY ROAD, 1,072.69 FEET,

MORE OR LESS, TO THE EAST LINE OF STATE ROAD NO. 69;

THENCE SOUTHERLY ALONG THE SAID EAST LINE TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE EAST ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

EXCEPT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO.718254 FOR HIGHWAY PURPOSES.

Exhibit 5
Payback Agreement 2019-01

Assessment Reimbursement Area

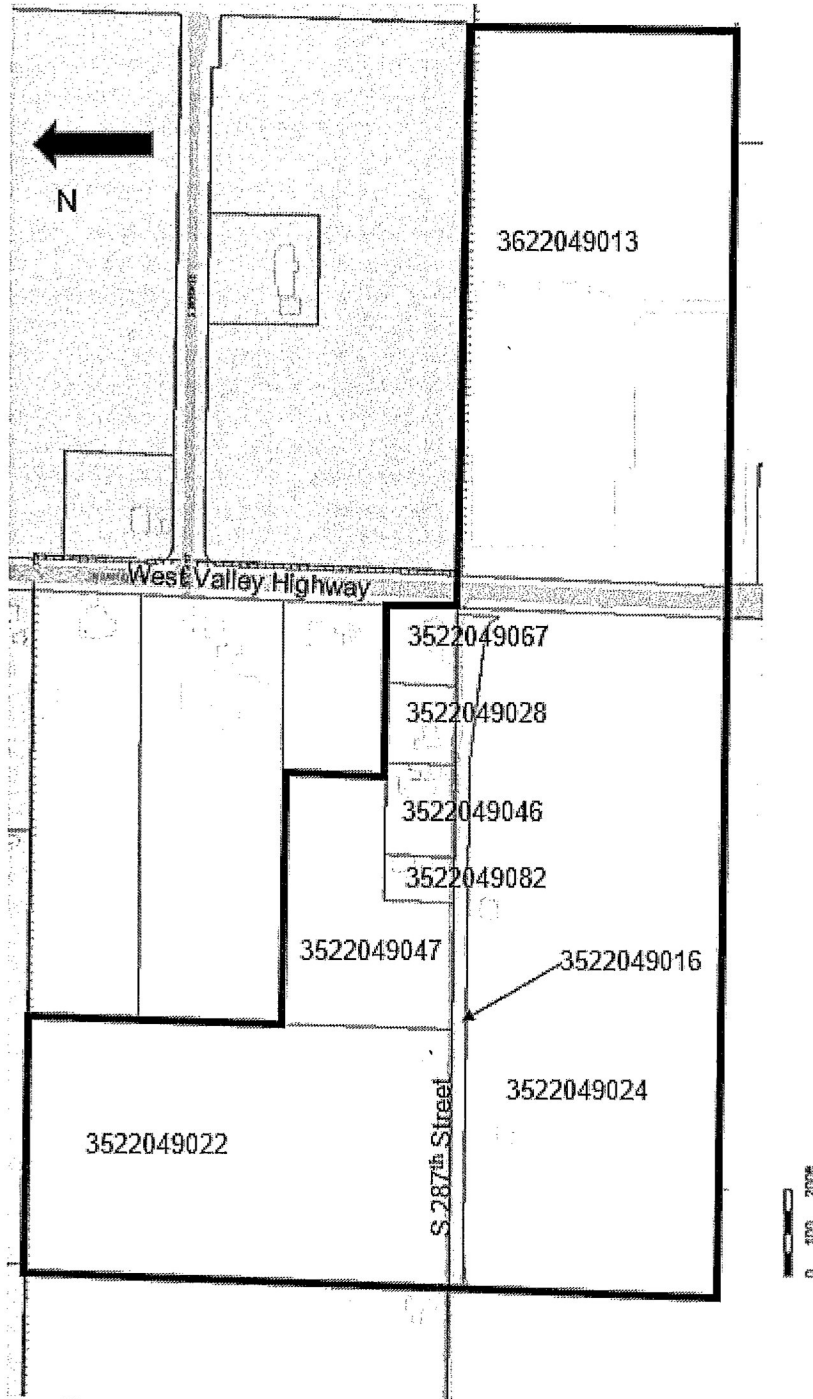


Exhibit 6
Payback Agreement 2019-01

Benefitting Properties Reimbursement Fees

Parcel Number	Street Address	Parcel Frontage (LF)	Proposed Assessment (%)	Assessment Amount⁽¹⁾	Amount Owning
352204-9022	6430 S 287th Street	492	13.6%	\$25,710.25	\$25,710.25
352204-9016	Tract A (vacant)	1,278	35.4%	\$66,783.93	\$0.00 ⁽²⁾
352204-9024	6603 S 287th Street	530	14.7%	\$27,696.00	\$0.00 ⁽²⁾
352204-9047	6610 S 287th Street	235	6.5%	\$12,280.30	\$12,280.30
352204-9082	6610 S 287th Street	90	2.5%	\$4,703.09	\$4,703.09
352204-9046	6638 S 287th Street	174	4.8%	\$9,092.65	\$9,092.65
352204-9028	6710 S 287th Street	150	4.1%	\$7,838.49	\$7,838.49
352204-9067	28543 W Valley Highway S	150	4.1%	\$7,838.49	\$7,838.49
362204-9013	Vacant land	516	14.3%	\$26,964.40	\$26,964.40
		3,615	100.0%	\$188,907.60	

⁽¹⁾ Based on total project cost of \$188,907.60 proportioned by property frontage.

⁽²⁾ Developer contribution made at time of construction.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6724 (Gaub) (10 Minutes)

Date:

June 28, 2019

Department:

Public Works

Attachments:

[Ordinance No. 6724](#)

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

This ordinance is to create consistency for all three utilities (water, sewer, and storm) when a property discontinues utility service for a period of 5 years or more.

When the building on a property is demolished, the water and sewer service to the building is disconnected and billing for water and sewer ceases. If all of the impervious surfaces are removed, billing for stormwater also ceases. Current Water Code ACC 13.06.140 includes a provision that allows the City to charge all fees and charges to reinstate water service if service has been discontinued for 5 years or more. The rationale is that the customer has not contributed to the installation, operation, maintenance, repair, and replacement of the water system during that 5-year or longer period, and therefore should be treated the same as a new customer.

Staff recommends that City Code be amended to add this provision for sewer and storm, and to make the language consistent and clear for all 3 utilities. This provision is consistent with King County Wastewater Treatment Division's policy, which assesses a new Capacity Charge if sewer service is discontinued for 5 years or more.

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

Gaub

Meeting Date: July 8, 2019

Item Number:

ORDINANCE NO. 6724

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO ABANDONED UTILITY SERVICES, CLARIFYING THE PROCESS FOR REESTABLISHING UTILITY SERVICES, AMENDING SECTION 13.06.140, CREATING A NEW SECTION 13.20.235, AND CREATING A NEW SECTION 13.48.295 TO THE AUBURN CITY CODE

WHEREAS, utility connection fees are collected by the City to provide public utility services in a coordinated and efficient manner; and

WHEREAS, properties that have discontinued water, sewer, and/or storm water service for a period of five years or longer have not contributed to the installation, operation, maintenance, repair, and replacement of the public utility systems; and

WHEREAS, in consideration of the installation, operation, maintenance, repair, and replacement of the public utility systems, reestablishment of utility connections after a period of five or more years will require new application and payment before the City reconnects the utility service.

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

Section 1. Amending City Code Section. Section 13.06.140 to the Auburn City Code is amended to read as shown in Exhibit A.

Section 2. New Section Added to City Code. A new section 13.20.235 to the Auburn City Code is created to read as shown in Exhibit B.

Section 1. New Section Added to City Code. A new section 13.48.295 to the Auburn City Code is created to read as shown in Exhibit C.

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:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Published: _____

EXHIBIT A

13.06.140 Abandoned services.

A. A water service is considered to be disconnected when the City has removed the meter and service billing is stopped. Water service is abandoned when it has been disconnected for a period of five or more years.

B. When new building(s) are to be erected on the site of existing building(s) and it is desired to increase the size or change the location of the existing service connection, or ~~where a to install a new~~ service connection ~~for the new building(s), the owner will apply to disconnect the existing service connection and to install the new service connection(s), and will pay all fees and charges for a new service connection as provided in the City's Fee Schedule. In determining System Development Charges owed for the new, upsized, or relocated service connection, the City may credit the owner for the ERUs associated with the existing service connection that is being replaced except for abandoned water services for which no credit will be applied to any premises is abandoned or no longer used for a period of five years, the city may cut out or remove such service connection, after which, should a service connection be required to the premises, a new service shall be placed only upon the owner's making an application and paying for a new connection in the regular manner, regardless if the service was disconnected or not.~~

C. To reestablish service to a property or building with an abandoned water service, the property or building owner will apply and pay for a new water service connection as defined in the Fee Schedule, with no credit for any previous fees and charges paid.

D. When service connection of any premises on an unpaved street does not exceed one inch in size and the same does not come from the main in front of the premises, the ~~Citycity~~ shall, when a main is laid by the City in front of the premises, after notifying the owner or tenant thereof, transfer the service connection to the new main without charge for such portion as is on public property, and at the same time cut out the old service connection.

E. When a new main is laid in any street, owners of premises on the street, or within one-half block on side streets, who are being supplied with city water from a private main or a connection to a private service shall make application for service and shall connect up with a separate service connection to the main in front of premises. (Ord. 5849 § 1, 2004; Ord. 5216 § 1, 1999; Ord. 4878 § 3, 1996.)

EXHIBIT B

13.20.235 Abandoned sewer services.

A. A sewer service is considered disconnected when the water meter has been removed by the City, the side sewer is capped, and service billing stopped. A sewer service is abandoned when it has been disconnected for a period of five or more years.

B. To reestablish service to a property or building with an abandoned sewer service, the property or building owner will apply and pay for a new sewer service connection as defined in the Fee Schedule, with no credit for any previous fees and charges paid.

EXHIBIT C

13.48.295 Abandoned storm services.

For a property that is subject to storm water billing under ACC 13.48.100, the storm water billing will stop on the City's acceptance of the completed demolition permit, if all hard surfaces have been removed. If the property has not paid for the cost of services provided by the storm water utility for a period of five years or more, on application for development or construction of hard surfaces on the property, the owner of the property will be required to apply and pay for a new storm water service connection as defined in the Fee Schedule, as though the property had never received storm service and with no credit for any previous fees and charges paid.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6725 (Gaub) (5 Minutes)

Date:

June 28, 2019

Department:

Public Works

Attachments:

[Ordinance No. 6725](#)

[Exhibit A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

This ordinance is to clarify the water code for the purposes of assessing Water System Development Charges (SDCs).

Most of the City's water customers are single family homes. These customers have relatively similar water use patterns and most of them have ¾" or 1" water meters. The City's Comprehensive Water Plan (Plan) defines a single-family customer as representing 1 Equivalent Residential Unit (ERU), and equates other customer classes with larger water meters as multiples of 1 ERU. The Plan uses ERUs to compute existing and future water demands, and plans the necessary infrastructure to serve those demands.

The City requires new water customers to pay a Water SDC to cover the cost of the water infrastructure to serve that customer. SDCs are based on the number of ERUs that the customer represents, based on the size of the water meter.

The City's current water code ACC 13.06.010 needs to be amended to clarify the basis for calculating the ERUs, which are then used to compute the SDC. The proposed amendment to ACC 13.06.010 defines ERUs based on the size of the water meter. This is consistent with utility billing for water service, which is also based on meter size.

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

Gaub

Meeting Date: July 8, 2019

Item Number:

ORDINANCE NO. 6725

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO WATER UTILITY, DEFINING EQUIVALENT RESIDENTIAL UNIT, AND AMENDING SECTION 13.06.010 OF THE AUBURN CITY CODE

WHEREAS, single family homes are the most common water customer within the City and have relatively similar water use patterns and meter sizes, which supports the use of a defined equivalent residential unit approach for determining the amount of water demand; and

WHEREAS, the City Engineer determined a need to define the equivalent residential unit within the water utility chapter of the Auburn City Code to quantify the water demands of a customer based on the size of water meter serving that customer, when compared to the typical amount of water for a single-family residential customer.

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

Section 1. Amendment to City Code. Section 13.06.010 of the Auburn City Code is amended to read as shown in Exhibit A.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Published: _____

EXHIBIT A

13.06.010 Definitions

As used in this chapter:

A. “Base rate” means the monthly charge for service from the water utility to recover costs incurred by the water utility such as administrative, meter reading, billing, collection, and fire standby service. Base rate does not include charges for water consumption quantity as registered through the required meter.

B. “Charge in lieu of assessment” means a charge made by the city on property which has not previously participated in the cost of a public water main directly serving the property.

C. “City of Auburn design and construction standards” means the requirements adopted under Chapter 12.04 ACC for storm drainage, sanitary sewer, street, and water design and construction.

D. “City services” means a customer class of water services serving the city of Auburn buildings and facilities.

E. “Commercial services” means a customer class of water services serving commercial retail, office facilities, and certain manufacturing/industrial businesses not meeting the requirements of the manufacturing/industrial service class of customers.

F. “Customer class” means groups of water service customers who have common characteristics for water use and are grouped for purposes of service and charges.

G. “Deduct Meter.” Refer to ACC 13.20.010 for definition.

H. “DOH” is the abbreviation for the Washington State Department of Health, which is the state agency that has been granted authority through formal agreement with the Environmental Protection Agency to enforce the requirements of the federal Safe Drinking Water Act within the state of Washington.

I. “Equivalent Residential Unit (ERU).” ~~Refer to ACC 13.41.030 for definition means a unit representing the average quantity of water used by one average, full-time, single-family residence per day. An ERU is quantified by the size of water meter as listed below.~~

<u>Meter size, inches</u>	<u>Number of ERUs</u>
<u>3/4</u>	<u>1.0</u>
<u>1</u>	<u>1.0</u>
<u>1-1/2</u>	<u>3.33</u>
<u>2</u>	<u>5.33</u>

<u>3</u>	<u>10.67</u>
<u>4</u>	<u>16.67</u>
<u>6</u>	<u>33.33</u>
<u>8</u>	<u>53.33</u>
<u>10</u>	<u>76.67</u>

J. "Firm customer" refers to Auburn's retail customers and to those wholesale customers to whom Auburn is obligated, by written agreement, to provide a continuous, uninterrupted supply of water up to a specified amount.

K. "Interruptible customer" refers to those wholesale customers to whom Auburn, by written agreement, will provide a supply of water upon request up to a specified amount, subject to the availability of Auburn's water supply to provide such supply as reasonably determined by Auburn.

L. "Irrigation meter" means an approved city water meter connected to a public water service to determine the amount of water being used for landscape watering.

M. "Irrigation services" means a customer class of water services for the exclusive purpose of outdoor irrigation systems.

N. "Manufacturing/industrial services" means a customer class of water services to businesses identified by the city as being engaged in the manufacture of products, materials, equipment, machinery and supplies with a meter size of two inches or larger and a monthly annual average water consumption equal to or greater than 30,000 cubic feet.

O. "Multifamily residential services" means a customer class of water services to triplexes, apartment buildings, condominiums, mobile or manufactured home parks, and trailer courts.

P. "Owner/operator" means the owner and/or the person or persons owning or operating the premises served by a water service connection.

Q. "Premises" means a private home, building, apartment house, condominium, trailer court, mobile or manufactured home park, a group of adjacent buildings or property utilized under one owner/operator with respect to use of water and responsibility for payment therefor.

R. "Purity test" or "coliform/purity test" means collection and analysis of a water sample for presence of coliform bacteria.

S. "Quantity charge" means charges for the water quantity used by a water utility customer during a billing period as recorded by a water meter to recover costs of the water utility.

T. "School services" means a customer class of water services to public and private schools and colleges.

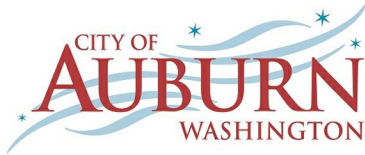
U. "Single-family residential services" means water services to individual single-family residences or to duplex units with one water meter or individual meters for each residential unit.

V. "UPC" means the Uniform Plumbing Code, including amendments, as adopted by the city.

W. "Utility" means the city of Auburn water utility or water division.

X. "Water service" means any connection to the city water system and shall be further defined by customer class.

Y. "Wholesale services" means water service to other municipal water utilities or public water districts. (Ord. 6690 § 1, 2018; Ord. 5849 § 1, 2004; Ord. 5216 § 1, 1999; Ord. 4878 § 3, 1996.)



AGENDA BILL APPROVAL FORM

Agenda Subject:

State-Mandated Shoreline Master Program and Critical Areas (Tate) (10 Minutes)

Date:

July 2, 2019

Department:

Community Development

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0
Proposed Revision: \$0
Revised Budget: \$0

Administrative Recommendation:**Background Summary:****Background**

The City's Shoreline Master Program (SMP) was initially adopted in 1974 in response to the Shoreline Management Act (SMA) being enacted by the State legislature in 1971 and had its last major update in 2009. In the City of Auburn, the SMP regulates all development within 200 ft. of the "ordinary high water mark" of the Green and White Rivers (termed "Shorelines of the State") along with other contiguous areas. Regulation and administration of the SMP is a shared jurisdictional responsibility between the City and the WA State Department of Ecology (Ecology).

A State mandate (WAC 173-26-090) enacted in 2017 requires the City to review and update, if necessary, the SMP based on changes in State rules and laws since 2009. Ecology prepared a guidance document for local jurisdictions to utilize as a checklist to ensure all of the necessary (or optional) updates are completed. To assist in this update, Ecology provided a grant to the City to hire a consultant for assistance with research and mapping.

During review of this checklist and in consultation with Ecology, City Staff was notified by Ecology that changes to the City's Critical Areas Ordinance (CAO) were also required to bring certain CAO regulations in compliance with current Best Available Science (BAS). These updates include regulations pertaining to wetlands, streams, and aquifer recharge areas.

Summary of Work as of June 2019

Staff began working with the Planning Commission (PC) on updates to the SMP and CAO beginning in July of 2018. Since that time, the PC has held numerous meetings to discuss these updates, summarized as follows:

§ July 17, 2018 – PC is presented with a tentative schedule for the updates.

§ September 5, 2018 – Staff presents an introduction and background on the SMP, including why the SMA was enacted, how permitting works, and an overview of the required updates.

- October 2, 2018 – Staff presents more in-depth information about the SMP, including the different Shoreline environment designations (which act similar to a zoning overlay—meaning

additional regulations apply to properties in the shoreline jurisdiction such as increased setbacks), back-and-forth discussion with Staff and PC regarding several items from the Ecology guidance document.

- October 16th, 2018 – continued discussion between Staff and PC on items from the Ecology guidance document.
- April 2, 2019 – Staff and PC discuss changes that are needed to the CAO in response to comments provided by Ecology. These include updates to wetlands, streams, and their associated buffers to bring the Code into compliance with current Best Available Science (BAS). Staff notes that the original completion date of June 2019 has been extended by Ecology so that these changes can be incorporated.
- May 7, 2019 – Staff introduces and PC reviews the first three chapters of the SMP and the scope of changes to the CAO. PC has their first look at the necessary changes to wetland and stream buffers. Ecology Professional Wetland Scientist Rick Mraz makes a presentation to PC discussing what wetlands are and what functions they perform. Mr. Mraz went on to explain that the updates to the CAO are not specific to Auburn and that other counties and cities have either already made these updates, or are in the process of doing so.
- June 4, 2019 – Staff introduces and PC reviews the first part of Chapter 4 of the SMP and the first portion of the CAO updates which includes updating the wetland rating methodology, updating the wetland and stream buffers widths, and updating wetland disturbance ratios (e.g. when all or a portion of a wetland is filled).

Proposed Schedule Moving Forward

The PC will be reviewing and discussing the remaining portions of the SMP and CAO at their July 16th meeting. If the PC believes the proposed changes are ready to move forward a public hearing will be held on August 6th and then brought to the City Council Study Session(s) in September for potential adoption in October.

Reviewed by Council Committees:

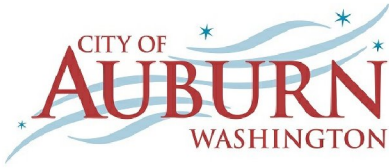
Councilmember:

Staff:

Tate

Meeting Date: July 8, 2019

Item Number:



AGENDA BILL APPROVAL FORM

Agenda Subject:

Overview of Building Code Compliance (Tate) (15 Minutes)

Date:

July 2, 2019

Department:

Community Development

Attachments:

[Building Code PowerPoint Presentation](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:**

Staff to present an overview of State and local building and fire codes.

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

Tate

Meeting Date: July 8, 2019

Item Number:

**COMMUNITY DEVELOPMENT
BUILDING SERVICES**

**BUILDING CODE
ADMINISTRATION**

**JASON KRUM
CITY COUNCIL STUDY SESSION
JULY 08, 2019**

Department of Community Development

Planning • Building • Development Engineering • Permit Center
Sustainability • Community Services • Code Enforcement

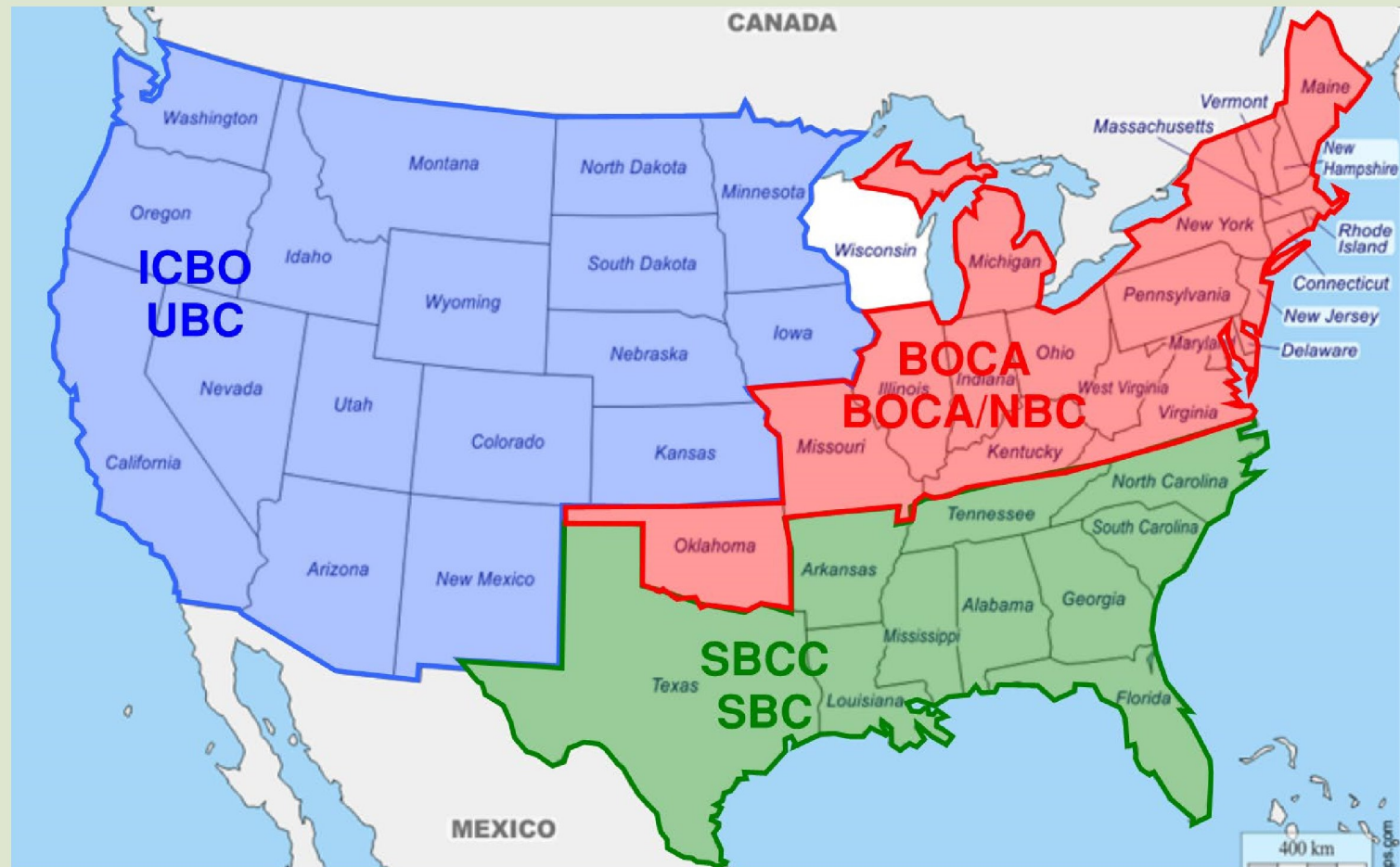
AUBURN
VALUES

S E R V I C E
E N V I R O N M E N T
E C O N O M Y
C H A R A C T E R
S U S T A I N A B I L I T Y
W E L L N E S S
C E L E B R A T I O N

LEGACY BUILDING CODES

- **Model Building codes in the U.S. developed from three regional groups**
 - **BOCA National Building Code (BOCA/NBC)**
 - Building Officials Code Administrators (BOCA)
 - **Uniform Building Code (UBC)**
 - International Conference of Building Officials (ICBO)
 - **Standard Building Code (SBC)**
 - Southern Building Code Congress International (SBCCI)

LEGACY BUILDING CODES



INTERNATIONAL BUILDING CODE

- The International Code Council (ICC) formed in 1994
- The ICC was incorporated in 2003 by all three regional groups (BOCA, ICO, SBCC)



INTERNATIONAL BUILDING CODE

64,000+
members

Nearly 2 billion
people impacted by I-Codes

more than
350 highly qualified
staff members

15 international codes



evaluates **85,000+**
products to over **5,000+**
codes/standards



IAS
20 accreditation
programs



377
chapters
worldwide

Over 55 countries in
which our ICC Family of
Companies are active



WASHINGTON STATE BUILDING CODE COUNCIL

- **The State Building Code Council (SBCC) was created in 1974**
- **SBCC adopted the UBC in 1985 with state amendments**
- **SBCC adopted the International Codes in 2003**

STATE BUILDING CODE

- 2015 International Building Code with statewide amendments
- ICC/ANSI A117.1-09, Accessible and Usable Buildings and Facilities, with statewide amendments
- 2015 International Residential Code with statewide amendments
- 2015 International Mechanical Code with statewide amendments
- 2015 International Fuel Gas Code with statewide amendments (part of the IMC adoption)
- 2014 Liquefied Petroleum Gas Code (NFPA 58)
- 2015 National Fuel Gas Code (NFPA 54) (for LP Gas installation only)
- 2015 International Fire Code with statewide amendments
- 2015 Uniform Plumbing Code with statewide amendments
- 2015 Washington State Energy Code
- 2015 International Existing Building Code with statewide amendments found in the IBC
- 2015 International Swimming Pool and Spa code
- National Electrical Code (NFPA 70)

WASHINGTON STATE BUILDING CODE COUNCIL

- Every 3-years the SBCC adopts the updated codes along with state specific amendments
- Technical Advisory Groups review new codes and amendment proposals



AUBURN CITY CODE

- City of Auburn adopts updated codes every 3-years
 - Add local amendments
 - Offer local appeals
 - Establishment of penalties
 - Prosecution in municipal court

BUILDING TEAM BACKGROUND AND QUALIFICATIONS

■ 8 People with an average of 20 years experience

Building Staff (4):

115-yrs of collective experience

- ICC Building Plans Examiner (3)
- ICC Fire Plans Examiner (2)
- ICC General Building Inspector (4)
- ICC Fire Inspector 1 (1)
- ICC Fire Inspector 2 (1)
- ICC Mechanical Inspector (1)
- ICC Plumbing Inspector (1)
- ICC Residential Building Inspector (2)
- ICC Commercial Building Inspector (2)

Permit Technicians (3 People):

35-yrs of collective experience

- ICC Permit Technician (3)

Building Official:

15-yrs of experience

- Professional Engineer
- ICC Certified Building Official

PERMIT PROCESS

- “Codes” include specific language on work exempt from permits
- Exemptions from permit requirements do not authorize work in violation of the code

PERMIT PROCESS: COMPLETE APPLICATION

- Per code, a complete application shall include:

Application (IBC 105.3)	Construction Documents (IBC 107.2)
Description of scope of work	Fire protection systems
Work location (Address, PN.)	Means of egress
Proposed use and occupancy	Exterior wall envelope
Work valuation	Site plan
Applicant signature (or agent)	Structural information

PERMIT PROCESS: DESIGN PROFESSIONAL

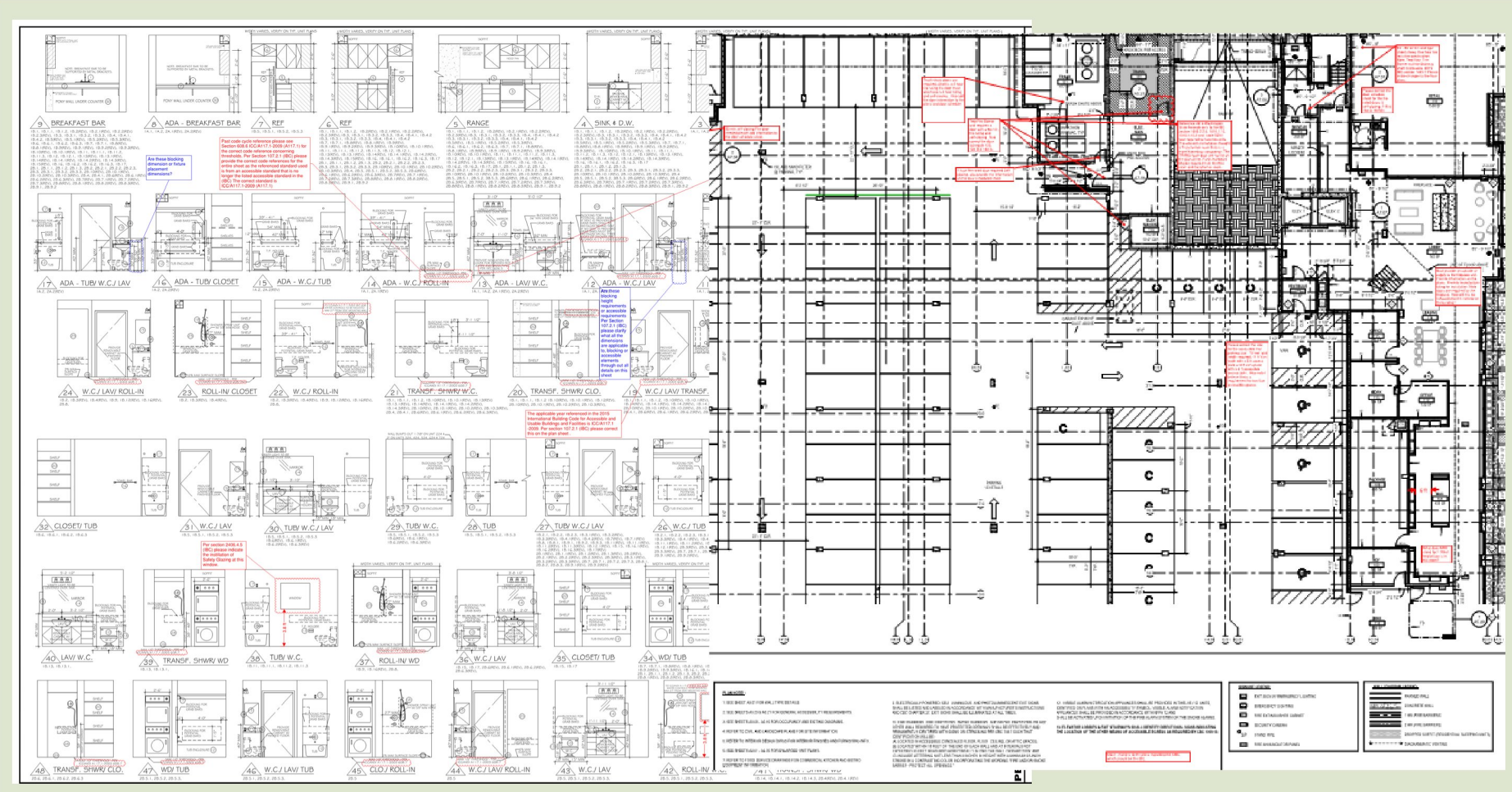
- Construction documents are required to be prepared by a registered design professional per IBC 107
- RCW 18.08.310 specifies project thresholds exempt from requiring a licensed architect

PERMIT PROCESS: REVIEW

■ Permit documents are reviewed for:

Occupancy Group	Separation
Type of Construction	Fire Resistive Construction
Allowable Areas	Height
Occupant Load	Means of Egress
Fire Protection	Accessibility
Special Inspections	Deferred Submittals
Roof & Structures	Structural Design
Soils & Foundations	Mechanical
Plumbing	Ventilation

PERMIT PROCESS: REVIEW



PERMIT PROCESS: ISSUANCE

- Prior to issuance, contractor registration is verified in accordance with RCW 18.27.110
- RCW 18.27.090 includes exemptions allowing a legal owner to perform construction work without a license

PERMIT PROCESS: INSPECTION

- **IBC 110 specifies the following required inspections:**

Footing	Foundation
Concrete slab	Under-floor
Lowest floor elevation (FHA)	Framing
Gypsum board and gypsum panel	Fire and smoke resistant penetrations
Lath	Energy efficiency

PERMIT PROCESS: OCCUPANCY

- As applicable, once project is complete, Certificate of Occupancy is issued upon completion

CERTIFICATE OF OCCUPANCY

This structure, or portion thereof described, has been inspected for compliance with the requirements of the 2015 International Building Code for occupancy, the division of occupancy, and the use for which the proposed occupancy is classified.

Permit Number: BLD16-0408

Address: 1692 LAKE TAPPS PKWY SE **Parcel Number:** 9004490020

Description: 1-STORY - 2,981-SF - RETAIL BUILDING

Type of Use: COMMERCIAL **Type of Construction:** VB

Occupancy Class: M **Occupancy Load:** 43

Auto. Sprinkler System Required: YES **Auto. Sprinkler System Provided:** YES

Owner: SOYAM INVESTMENTS LLC
2900 SE 3RD ST
RENTON, WA 98056-4023

Conditions:

[Signature] 02/09/2018
Building Official Date

This Certificate is issued pursuant to the requirements of ACC15.07.100 certifying that, at the time of issuance, this structure was in compliance with the various ordinances regulating building construction or use. Issuance of this Certificate of Occupancy shall not be construed as an approval of any violation of the provisions of the International Building Code or City of Auburn regulations. Changes in the use or character of this building shall not be made without issuance of a new Certificate of Occupancy.

PERMIT PROCESS: VALLEY REGIONAL FIRE AUTHORITY

- The City of Auburn has a partnership with the Valley Regional Fire Authority (VRFA)
- VRFA provides review and inspection services for construction applications related to fire safety
- Fire Marshal vs Fire Code Official



BUILDING CODE VIOLATIONS

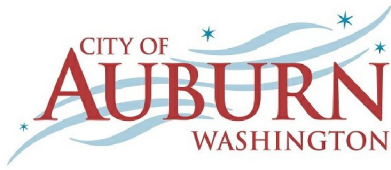
- When a potential code violation is identified, a code compliance officer will investigate and work toward correction
- Violation concerns are raised by citizens, City Staff, VRFA, Police Department, other local agencies

RIGHT OF ENTRY

- For permitted work, access for inspection during construction is required (IBC 110.1)
- When a potential violation is suspected to cause unsafe, dangerous, or hazardous conditions, authorized officials may enter building or premises (IBC 104.6, ACC 1.20.010)

BUILDING CODE UPDATE

- **ACC Title 15 Buildings and Construction amendments to come in 2020**
- **Any Questions?**



AGENDA BILL APPROVAL FORM

Agenda Subject:

Matrix

Date:

June 27, 2019

Department:

City Council

Attachments:

[Special Focus Areas Key](#)
[Matrix](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

Meeting Date: July 8, 2019

Staff:

Item Number:

SPECIAL FOCUS AREAS

COMMUNITY WELLNESS	FINANCE, TECHNOLOGY, & ECONOMIC DEVELOPMENT	PUBLIC WORKS & COMMUNITY DEVELOPMENT	MUNICIPAL SERVICES
PUBLIC HEALTH AND WELLNESS COMMUNITY & NEIGHBORHOOD SERVICES HOMELESSNESS & HOMELESSNESS PREVENTION HOUSING QUALITY, AFFORDABILITY & ATTAINABILITY HUMAN & SOCIAL SERVICES DOMESTIC VIOLENCE SERVICES COMMUNITY EQUITY	EQUIPMENT RENTAL FACILITIES INNOVATION & TECHNOLOGY CITY REAL PROPERTY BUSINESS DEVELOPMENT SISTER CITIES INTERNATIONAL	UTILITIES TRANSPORTATION SUSTAINABILITY ENVIRONMENTAL PROTECTION CULTURAL ARTS & PUBLIC ARTS PLANNING & ZONING PERMITS & DEVELOPMENT RIGHT OF WAY MANAGEMENT AIRPORT AIRPORT BUSINESS	POLICE SCORE JAIL DISTRICT COURT PARKS & RECREATION ANIMAL CONTROL SOLID WASTE EMERGENCY PLANNING MULTIMEDIA CEMETERY
Councilmember Trout-Manuel, Chair Councilmember DaCorsi, Vice Chair	Councilmember Wales, Chair Councilmember Holman, Vice Chair	Councilmember DaCorsi, Chair Councilmember Baggett, Vice Chair	Councilmember Brown, Chair Deputy Mayor Pelosa, Vice Chair
2019 MEETING DATES February 11, 2019 April 8, 2019 June 10, 2019 August 12, 2019 October 14, 2019 December 9, 2019	2019 MEETING DATES February 25, 2019 April 22, 2019 June 24, 2019 August 26, 2019 October 28, 2019 December 23, 2019	2019 MEETING DATES January 14, 2019 March 11, 2019 May 13, 2019 July 8, 2019 September 9, 2019 November 12, 2019	2019 MEETING DATES January 28, 2019 March 25, 2019 May 27, 2019 July 22, 2019 September 23, 2019 November 25, 2019

COUNCIL MATRIX

NO.	TOPIC	Chair	STAFF LEAD(S)	STUDY SESSION REVIEW DATE(S)	COUNCIL DISCUSSION SUMMARY	ACTION DATE
1	Auburn Avenue Theater	Chair DaCorsi Vice Chair Baggett	Director Faber	9/9/2019		
2	Funding Options	Chair Wales Vice Chair Holman	Director Coleman	Ongoing		
3	Mandatory City Housing Inspections	Chair Trout-Manual Vice Chair DaCorsi	Director Tate	8/12/2019		
4	Animal Control (APD) Update	Chair Brown Vice Chair Pelosa	Chief Pierson	7/22/2019		