

**City Council Meeting
May 16, 2016 - 7:00 PM
Auburn City Hall
AGENDA**

[Watch the meeting LIVE!](#)

[Watch the meeting video](#)

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

I. CALL TO ORDER

- A. **Pledge of Allegiance**
- B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Proclamation - National Public Works Week
Mayor Nancy Backus to proclaim May 15-21, 2016 as "National Public Works Week" in the City of Auburn.

III. APPOINTMENTS

- A. Planning Commission Appointments
Mayor and City Council to approve the following appointments to the Planning Commission. Each will be appointed to serve a new three year term to expire on December 31, 2018:

Dimitri Moutzouris
Daniel Shin
Phillip Stephens

(RECOMMENDED ACTION: City Council confirm the appointments to the Planning Commission.)

- B. Junior City Council Appointments
City Council to confirm the following appointments to the Junior City Council for a two-year term to expire August 31, 2018:

Ethan Thomas
Cheyanne Gaines
Caitlyn Tesch
Justen Hardaway

(RECOMMENDED ACTION: City Council confirm the appointments to the Junior City Council.)

- C. Junior City Council Appointments

City Council to confirm the following appointments to the Junior City Council, as alternates, for a two-year term to expire August 31, 2018:

Jon Kosaka
Diego Izquierdo
Karla Cardenas
Finella Chiang
Uriel Parra
Matthew St. George
Tanner Johnson

(RECOMMENDED ACTION: City Council confirm the appointments to the Junior City Council.)

- D. Junior City Council Reappointments
City Council to confirm the following reappointment of Mary Riel and Brandon Berend to the Junior City Council for two-year terms expiring August 31, 2018.

(RECOMMENDED ACTION: City Council confirm the reappointments to the Junior City Council.)

IV. **AGENDA MODIFICATIONS**

V. **CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE**

A. **Public Hearings**

1. **Franchise Agreement No. 06-21* (Snyder)**

City Council to conduct a public hearing on the renewal of Franchise Agreement No. 06-21 for Puget Sound Energy, Inc. to continue to operate within the City's rights-of-way natural gas transmission and distribution facilities for sale and service to customers throughout the city

(RECOMMENDED ACTION: City Council conduct the public hearing.)

2. **Community Development Block Grant Reallocation/Amendment (Hinman)**

City Council to conduct a public hearing to receive comments and suggestions with regard to the Community Development Block Grant (CDBG) Reallocation/Amendment

(RECOMMENDED ACTION: City Council conduct the public hearing. For further action, see Resolution No. 5231.)

B. **Audience Participation**

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

C. **Correspondence**

There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. Minutes of the May 2, 2016 Regular City Council Meeting*

B. Minutes of the April 25, 2016 Council Study Session*

C. Minutes of the August 24, 2015 Study Session*

D. Claims Vouchers (Coleman)

Claims voucher numbers 438466 through 438725 in the amount of \$6,675,985.33 and four wire transfers in the amount of \$622,741.06 and dated May 16, 2016.

E. Payroll Vouchers (Coleman)

Payroll check numbers 536422 through 536452 in the amount of \$555,654.52 and electronic deposit transmissions in the amount of \$1,423,457.00 for a grand total of \$1,979,111.52 for the period covering April 28, 2016 to May 11, 2016.

F. Public Works Project No. CP1515* (Snyder)

City Council grant permission to advertise for bids for Project No. CP1515, 2016 Local Street Reconstruction and Preservation Project

G. Public Works Project No CP1118 & CP1119* (Snyder)

City Council approve Final Pay Estimate No. 12 to Contract No. 14-19 in the amount of \$27,426.61 and accept construction of Project Nos. CP1118 (Auburn Way South Pedestrian Improvements Dogwood Street SE to Fir Street SE) and CP1119 (Auburn Way South Corridor Improvements Fir Street SE to Hemlock Street SE)

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. RESOLUTIONS

A. Resolution No. 5231* (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, amending the 2014 and 2015 Annual Action Plan related to the Community Development Block Grant

(RECOMMENDED ACTION: City Council adopt Resolution No. 5231.)

XI. MAYOR AND COUNCILMEMBER REPORTS

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

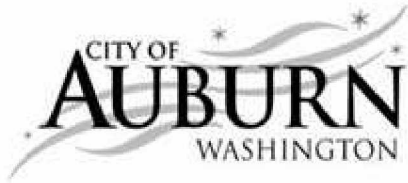
A. **From the Council**

B. **From the Mayor**

XII. ADJOURNMENT

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Franchise Agreement No. 06-21

Date:

May 9, 2016

Department:

CD & PW

Attachments:

[Draft Ordinance](#)
[Ordinance](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to hold a public hearing in consideration of renewal of Franchise Agreement No. 06-21.

Background Summary:

Per Auburn City Code Chapter 20.06.140 a public hearing shall be held to consider the renewal and amendment of Franchise Agreement No. 06-21 for Puget Sound Energy, Inc to continue to operate within the City's rights-of-way natural gas transmission and distribution facilities for sale and service to customers throughout the City. The date of the public hearing was set by Resolution No. 5223 on May 2, 2016.

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

Snyder

Meeting Date: May 16, 2016

Item Number: PH.1

ORDINANCE NO. 6593

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE RENEWAL AND AMENDMENT OF ORDINANCE NO. 6018 FOR PUGET SOUND ENERGY, INC FRANCHISE AGREEMENT FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL GAS

WHEREAS, on June 14, 2006, the City Council adopted Ordinance No. 6018, granting a natural gas franchise to Puget Sound Energy, Inc. ("PSE"); and,

WHEREAS, Puget Sound Energy, Inc. wishes to renew said Franchise Agreement for an additional five year term; and

WHEREAS, the City wishes to make minor amendments to the terms of the Agreement; and

WHEREAS, following proper notice, the City Council held a public hearing on PSE's request for renewal and amendment of Ordinance No. 6018, at which time representatives of PSE and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, based upon the foregoing recital clauses and from information presented at such public hearing and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its

inhabitants that the renewal and amendment of Ordinance No. 6018 be granted to PSE.

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

Section 1. The City approves PSE's application for renewal for one five-year period as provided for in Section 14 of Ordinance No. 6018, a copy of which is attached hereto, marked as Exhibit A, under the conditions set forth in this Ordinance. Such five-year renewal period shall commence on the effective date of this Ordinance.

Section 2. Section 17.6 and Section 17.7 of Ordinance No. 6018 are hereby amended as follows;

17.6 During the term of this Franchise, PSE shall also provide the City (and maintain current) a written list showing the names and telephone numbers of the specific departments and (if applicable) individuals within PSE that may be contacted by the City to identify and address problems and issues that arise under this Franchise. PSE shall ensure that the list includes contact information for addressing emergency support and technical support issues (with emergency support being available 24 hours per day), and shall ensure that the names and telephone numbers appearing on the list in those areas have the expertise and authority (or access to the same) needed to address the problem or issue promptly and

effectively. PSE shall use all reasonable efforts to respond to requests from the City promptly, to work diligently with the City in resolving any problems or issues identified by the City, and to actively communicate with the City regarding each problem or issue from the time it is first identified by the City until the time it is resolved. PSE shall update the list a minimum of annually or more frequently as necessary to ensure that it remains current and shall give written notice of the change to the City.

17.7 PSE and the City shall meet at a minimum of annually or more frequently as necessary, as reasonably requested by the other party ~~from time to time, to~~ discuss and coordinate their activities and upcoming projects with respect to construction which may affect the public ways in any manner in and effort to minimize public inconvenience, disruption or damages.

Section 3. PSE shall, within thirty (30) days after the effective date of this Ordinance, file with the City, a fully executed Statement of Acceptance of this Ordinance, which written acceptance shall be Exhibit B, attached hereto and incorporated herein by this this reference.

Section 4. This Ordinance shall supersede Ordinance No. 6018 to the extent that it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of Ordinance No.

6018. All other provisions of Ordinance No. 6018 shall remain unchanged and in full force and effect.

Section 5. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 6. 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 thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 7. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

Draft Ordinance No. 6593
PSE Gas Franchise Agreement Renewal
March 21, 2016
Page 5 of 6

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

Puget Sound Energy, Inc., for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise Agreement, Ordinance No. 6018, attached hereto and incorporated herein by this reference as amended by Ordinance No. 6593.

Puget Sound Energy
3130 S 38th Street
Tacoma, WA 98409

By: _____ Date: _____
Name: Cathy Koch
Title: Director, Planning

STATE OF _____)
)ss.
COUNTY OF _____)

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

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

Signature

NOTARY PUBLIC in and for the State of _____, residing at _____
MY COMMISSION EXPIRES: _____

Draft Ordinance No. 6593
PSE Gas Franchise Agreement Renewal
March 21, 2016
Page 6 of 6

ORDINANCE NO. 6018

AN ORDINANCE GRANTING PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO PROVIDE FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL GAS

WHEREAS, on May 1, 2006, the City Council of the City of Auburn held a public hearing to consider authorization of a natural gas franchise for Puget Sound Energy; and

WHEREAS, the City Council of the City of Auburn finds that the general public health, safety, welfare, necessity and convenience require that facilities to provide for transmission, distribution and sale of natural gas be constructed, maintained and repaired in an orderly manner when such facilities are located in, under, on or along City rights-of-way.

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

In consideration of the mutual benefits and conditions set forth below, including acceptance and agreement of the Franchise by Puget Sound Energy in the form substantially as set forth in Exhibit "A" hereto, the City of Auburn agrees and ratifies acceptance to the Public Way Agreement, as follows:

Section 1. Definitions.

1.1 Where used in this franchise (the "Franchise") the following terms shall mean:

1.1.1 "PSE" means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.2 "City" means the City of Auburn, a code city of the State of Washington, and its successors and assigns.

1.1.3 "Franchise Area" means any, every and all of the roads, streets, avenues, alleys, highways and public rights-of-way of the City as now

laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys, highways and public rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

1.1.4 "Facilities" means, collectively, any and all natural gas distribution systems, including but not limited to, natural gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters, meter-reading devices, fixtures, and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way pertaining to any and all of the foregoing, whether the same be located above ground or underground.

1.1.5 "Ordinance" means Ordinance No. 6018, which authorizes and sets forth the terms and conditions of this Franchise.

1.1.6 "Public Improvement" means any capital improvement or repair within the Franchise Area that is undertaken by or on behalf of the City and is funded by the City (either directly with its own funds or with other public monies obtained by the City). For the avoidance of doubt, the term "Public Improvement" shall include any such capital improvement or repair undertaken by the City which requires the relocation of PSE's Facilities within the Franchise Area, even if the capital improvement or repair entails, in part, related work performed for a third party county or municipality under a valid interlocal agreement between the City and such county or municipality (except to the extent the relocation of PSE's Facilities is caused by the work done for such third party), but shall not include, without limitation, any other improvements or repairs undertaken by or for the benefit of third party private entities.

Section 2. Facilities Within Franchise Area.

2.1 The City does hereby grant to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, under, along, across and through the Franchise Area only to provide for the transmission, distribution and sale of natural gas.

2.2 This Franchise shall not convey any right to PSE to install its Facilities on or to otherwise use City-owned or City-leased properties outside the Franchise Area; provided, however, that this Franchise shall convey the right to PSE to maintain, repair and operate Facilities installed pursuant to prior franchise agreements with the City regardless of whether said Facilities are outside the Franchise Area, but such right shall be subject to the provisions of Sections 2.3 and 7. For purposes of the application of this Section 2 to Section 7 only, these Facilities shall be deemed to be within the Franchise Area.

2.3 Existing Facilities installed or maintained by PSE on public grounds and places within the City in accordance with prior franchise agreements (but which such Facilities are not within the Franchise Area as defined in this Franchise) may continue to be maintained, repaired and operated by PSE at the location such Facilities exist as of the effective date of this Franchise for the term of this Franchise; provided, however, that no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant to applicable ordinances, codes, resolutions, standards and procedures.

Section 3. Noninterference and Maintenance of Facilities.

3.1 PSE's Facilities shall be constructed, installed, maintained and repaired within the Franchise Area so as not to unreasonably interfere with the free passage of traffic, both vehicular and pedestrian, or the use of the Franchise Area for City owned utility facilities and in accordance with the laws of the State of Washington, and the ordinances, rules and regulations of the City which are not inconsistent with the terms of this Franchise. PSE shall exercise its rights within the Franchise Area in accordance with applicable City codes and ordinances governing use and occupancy of the Franchise Area; provided, however, that in the event of any conflict or inconsistency of such codes and ordinances with the terms of this Franchise, the terms of this Franchise shall govern and control; provided further that nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded PSE by such City codes and ordinances. If, during the term of this Franchise, the City is specifically required by federal or state law to pass any code or ordinance which conflicts or is inconsistent with any provision of this Franchise, the provisions of Section 18 will thereafter apply.

3.2 Any repair of PSE's Facilities within the Franchise Area shall be made within the time and in a manner which conforms with generally accepted customs, practices and standards in the industry. In the event of any emergency in which PSE's Facilities located in or under the Franchise Area break or are damaged, or if PSE's Facilities within the Franchise Area are otherwise in a condition as to immediately endanger the property, life, health or safety of any individual, PSE shall, upon learning of such a dangerous condition, take all reasonable actions to correct the dangerous condition.

3.3 Whenever PSE permanently discontinues use of any above ground or at grade Facilities within the Franchise Area, such as valves or meters, due to modifications or upgrades to PSE's Facilities within the Franchise Area, the discontinued Facilities shall be removed promptly.

Section 4. Permits; Restoration.

4.1 Whenever it shall be necessary for PSE to engage in any work within the Franchise Area, PSE shall apply for all necessary City permits to do such work, and shall, except to the extent inconsistent with the terms and conditions of this Franchise or where expressly provided otherwise herein, comply with all requirements and conditions of such permits, including but not limited to location restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition immediately prior to the work, or as otherwise specified in the permit issued by the City in connection with the work. Such restoration responsibility shall continue for a period of time to correspond to the remaining life of the existing structure, pavement and/or surface in which the work was accomplished, but shall not apply to any subsequent repair or restoration made necessary by the acts or omissions of the City or any third party. It is further provided that in the event that PSE has any work in the Franchise Area completed by any of its authorized agents or subcontractors, PSE shall remain fully responsible for the permit, permitted work and any other permit requirements, notwithstanding any provisions of this Franchise to the contrary.

4.2 In the event of an emergency situation in which PSE's Facilities within the Franchise Area are in such a condition so as to immediately endanger the property, life, health or safety of any individual, PSE may take immediate action to correct the dangerous condition without first obtaining any required permit, provided that PSE shall notify the City telephonically or in person within twenty-four (24) hours of the event, and provided that PSE applies for any necessary permit(s) from the City for such work as soon as reasonably practicable thereafter. For the purposes hereof, "as soon as reasonably practicable" means that the permit application shall be submitted to the City not later than ten (10) business days after the date of the commencement of the action that requires such permit.

4.3 Nothing in this Franchise is intended, nor shall it be construed, as a hindrance to PSE's ability to take such actions as it deems necessary to discharge its public service obligations in accordance with the laws of the State of Washington.

Section 5. Maps and Drawings.

5.1 PSE shall provide the City, upon the City's reasonable request, copies of available drawings in use by PSE showing the location of its Facilities within the Franchise Area, provided the request is limited to Facilities at specific locations in the Franchise Area and is made in connection with the City's planning of capital improvement projects. Further, PSE shall, upon the City's reasonable request, discuss and explore ways in which PSE and the City may

cooperate and coordinate activities with respect to the development of drawing file layers compatible with the City's Geographic Information System ("GIS") which show PSE's Facilities at specific locations in the Franchise Area.

5.2 As to any such drawings and drawing file layers so provided, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities are shown, such Facilities are shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of PSE or the City, nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

5.3 Upon the City's reasonable request in connection with a Public Improvement undertaken by or on behalf of the City, including designing new streets and intersections, major renovations of existing streets and intersections, right-of-way use permits, and street vacations, PSE shall further provide to the City (a) the vertical and horizontal location and size of PSE's Facilities at those specific locations within the Franchise Area affected by the City's project or action by either field markings or by locating the Facilities in the City's design drawings, and (b) other reasonable cooperation and assistance; provided, however, that nothing in this Section 5 or any other provision of this Franchise is intended to (or shall) relieve any person or entity of its obligations under applicable law with respect to determining the location of underground facilities.

Section 6. Right to Complete Work.

6.1 In the event that PSE should fail in its restoration responsibilities set forth in Section 4, and such failure continues for a period of ten (10) days after PSE receives written notice from the City regarding such failure, the City may, but in no event is obligated to, perform or contract for such work and, thereafter, PSE shall, upon the City's written request, reimburse the City for the reasonable costs incurred by the City in having such work performed.

Section 7. Relocation of Facilities.

7.1 Whenever the City causes a Public Improvement to be constructed within the Franchise Area, and such Public Improvement requires the relocation of PSE's then-existing Facilities within the Franchise Area (for purposes other than those described in Section 7.2 below):

7.1.1 The City shall provide PSE written notice requesting such relocation, along with review plans for the Public Improvement that are sufficiently complete to allow for the initial evaluation and coordination of the relocation, not less than (2) weeks prior to the date of a meeting to be held between the City and PSE; and

7.1.2 The City and PSE shall, at the meeting described in Section 7.1.1, above, jointly identify and define the project requirements, schedule, construction standards and tasks that both parties agree shall govern the relocation, after which the parties shall prepare such plans, schedules and other construction documents as they agree are necessary to coordinate the Public Improvement and the relocation.

PSE shall, after completion of the activities described in Sections 7.1.1 and 7.1.2 above, relocate the identified Facilities at no charge to the City, subject to any applicable tariffs on file with the Washington Utilities and Transportation Commission and any different arrangement expressly set forth in a separate agreement signed by PSE and the City. The City shall use its best efforts to avoid the subsequent relocation of any Facilities for a period of five (5) years from the date of such relocation, provided that if the City requires such subsequent relocation, the City shall bear the cost thereof, excepting in circumstances which the City could not reasonably have foreseen as of the date of such relocation.

7.2 Whenever (i) any public or private development within the Franchises Area, other than a Public Improvement, requires the relocation of PSE's Facilities within the Franchise Area to accommodate such development; or (ii) the City requires the relocation of PSE's Facilities within the Franchise Area for the benefit of any person or entity other than the City (including, without limitation, any condition or requirement imposed by the City pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development), then in such event, PSE shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities.

7.3 Nothing in this Section 7 "Relocation of Facilities" shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

Section 8. Trench Repair for Street Restorations.

8.1 At any time during the term of this Franchise, if a PSE Facility or trench within the Franchise Area causes a street to crack, settle, or otherwise fail, the City will notify PSE of the deficiency and PSE agrees to restore the deficiency and repair the damage within thirty (30) days of written notice by the City.

8.2 For purposes of this Section, "street" shall mean all City owned improvements within a Franchise Area right-of-way, include, but is not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, and traffic control devices.

Section 9. Indemnification.

9.1 PSE shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability, including reasonable attorney fees, to any person arising from injury or death of any person or damage to property to the extent the same is caused by the negligent acts or omissions of PSE, its agents, servants, officers, or employees in performing under this Franchise. This covenant of indemnification shall include, but not be limited by this reference to, claims against the City arising as a result of the negligent acts or omissions of PSE, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in the Franchise Area or in any other public place in performance of work or services permitted under this Franchise.

9.2 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

9.3 In the event any claim or demand for which indemnification is provided under Section 9.1 is presented to, or suit or action is commenced against, the City based upon any such claim or demand, the City shall promptly notify PSE thereof, and PSE may elect, at its sole cost and expense, to settle and compromise such suit or action, or defend the same with attorneys of its choice. PSE will consider in good faith, and will not unreasonably refuse, the City's tender of the defense of any suit or claim for which indemnification is provided under Section 9.1. In the event that PSE refuses the tender of defense in any suit or any claim for which indemnification is provided under Section 9.1, said tender having been made pursuant to this indemnification clause, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of PSE, then PSE shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

9.4 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of PSE and the City, its officers, employees and agents, PSE's liability hereunder shall be only to the extent of PSE's negligence. It is further specifically and expressly understood that, solely to the extent required to

enforce the indemnification provided herein, PSE waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees. This waiver has been mutually negotiated by the parties.

9.5 Notwithstanding any other provisions of this Franchise, PSE assumes the risk of damage to its Facilities located in the Franchise Area from activities conducted by the City, its officers, agents, employees, and contractors, except as set forth below. PSE releases and waives any and all claims against the City, its officers, agents, employees, or contractors for damage to or destruction of PSE's Facilities within the Franchise Area caused by or arising out of activities conducted by the City, its officers, agents, employees, and contractors, in the Franchise Area, except to the extent any such damage or destruction is caused by or arises from the negligence or any willful or malicious action on the part of the City, its officers, agents, employees, or contractors.

9.6 In the event it is determined that RCW 4.24.115 applies to this Franchise, PSE's indemnification obligations under Section 9.1 shall apply to the maximum extent permitted thereunder, to the full extent of PSE's negligence. Further, in any such action, the City shall have the right to participate, at its sole cost and expense, through its own attorney in any suit or action which arises pursuant to this Franchise when the City determines that such participation is in the City's best interest.

9.7 The provisions in this Section 9 shall survive the expiration or termination of this Franchise with respect to any claim, demand, suit or action for which indemnification is provided under Section 9.1 and which is based on an act or omission that occurred during the term of this Franchise.

Section 10. Reservation of Rights.

10.1 In the event the City vacates any portion of the Franchise Area during the term of this Franchise, the City shall, in its vacation procedure, reserve and grant an easement to PSE for PSE's existing Facilities of an appropriate size as reasonably requested by PSE unless the City reasonably determines that to do so would be impracticable in light of the nature of the vacation, providing that PSE provides timely and applicable input to the City upon notification of such proposed vacation action.

10.2 The existence of this Franchise shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or any portions of PSE's Facilities within the Franchise Area.

Section 11. Recovery of Costs; Permit Fees.

11.1 As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon PSE as a result of this Franchise. However, as provided in RCW 35.21.860, the City may recover from PSE the actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW. With respect to its payment of such administrative expenses, the City shall submit to PSE statements/billings which specify the amounts due. PSE shall make payment to the City in reimbursement of such expenses within thirty (30) days of the receipt of such statements/billings. Failure by PSE to pay such amount within such thirty (30) day time period shall constitute a failure to comply with the Franchise for the purposes of Section 12. Additionally, the failure by PSE to timely pay said amounts shall be grounds for the City to preclude the processing of any applications and/or issuing permits until payment has been fully made. Furthermore, any late payment shall also accrue interest computed at the rate of twelve percent (12%) per annum from the thirtieth day.

11.2 With respect to the payment of permit fees, PSE shall comply with all applicable payment terms set forth in applicable codes, ordinances or permits of the City, including, without limitation, any such terms relating to the schedule for payment and the City's right to withhold permits or charge interest in connection with any payment default by PSE; provided, however, the City shall accept payment of such permit fees directly from contractors of PSE that perform work in the Franchise Area on behalf of PSE so long as PSE has notified the City in writing that the contractor is authorized to do so on PSE's behalf and PSE remains responsible for compliance with the terms of the permit.

Section 12. Default.

12.1 If PSE shall fail to comply with the provisions of this Franchise, the City may serve upon PSE a written order to so comply within thirty (30) days from the date such order is received by PSE. If PSE is not in compliance with this Franchise after the expiration of said thirty (30) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise. The parties expressly acknowledge and agree, however, that the forgoing rights and obligations of the parties are subject in all respects to excused performance based on a Force Majeure Event (as defined in Section 17.14).

12.2 No provision of this Franchise shall be deemed to bar the right of either party to seek or obtain judicial relief from a violation by the other party of any provision of this Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in

this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages for such violations by the other party, or to seek and obtain judicial enforcement of the other party's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

Section 13. Nonexclusive Franchise.

13.1 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 14. Franchise Term.

14.1 This Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of the Ordinance; provided, however, PSE shall have no rights under this Franchise nor shall PSE be bound by the terms and conditions of this Franchise unless PSE shall, within sixty (60) days after the effective date of the Ordinance, file with the City its written acceptance of the Ordinance. It is further provided that upon PSE's request for an extension, the City may, at its discretion extend this Franchise for up to one five (5) year extension pursuant to Section 17.2. It is provided, however, that the City will not consider the request to extend the Franchise unless PSE is in full compliance with the terms and conditions of the Franchise. In any such extension, if granted by the City, the terms and conditions of this Franchise shall remain in full force and effect, except as may be otherwise mutually agreed by the parties hereto.

Section 15. Insurance; Bond.

15.1 PSE shall maintain the following liability insurance coverages, insuring PSE and, as additional insureds, the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE:

15.1.1 General liability insurance with limits no less than (a) five million dollars (\$5,000,000) for bodily injury or death to each person; (b) five million dollars (\$5,000,000) for property damage resulting from any one accident; and (c) five million dollars (\$5,000,000) for all other types of liability.

15.1.2 Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$3,000,000 for bodily injury and property damage.

15.1.3 Worker's compensation as required by the Industrial Insurance laws of the State of Washington.

15.1.4 Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars (\$3,000,000).

15.2 The liability insurance described herein shall be maintained by PSE throughout the term of this Franchise, and such other period of time during which PSE is operating its Facilities within the Franchise Area without a franchise, or is engaged in the removal of its Facilities from the Franchise Area. Payment of deductibles and self-insured retentions shall be the sole responsibility of PSE. Coverage under this policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The City shall be named as an insured under PSE's Commercial General Liability insurance policy. PSE shall be the primary insured as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of PSE's insurance or self-insurance and shall not contribute with it.

15.3 The liability insurance described herein, and any subsequent replacement policies, shall provide that insurance shall not be cancelled or materially changed so as to be out of compliance with these requirements without first providing thirty (30) days written notice to the City. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, PSE shall provide a replacement policy. PSE agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required for the duration of this Franchise and, in the case of the Commercial General Liability, for at least three (3) years after expiration of the term of this Franchise. Any lapse in the required insurance coverage shall be cause for termination of this Franchise.

15.4 In lieu of the insurance requirements set forth in this Section 15, PSE may self-insure against such risks in amounts as are consistent with good utility practice. Upon the City's request, PSE shall provide the City with a financial statement that provides evidence of PSE's capacity to respond to claims within any self-insured retention level.

15.5 Before undertaking any of the work authorized by this Franchise, PSE shall furnish a bond executed by PSE and a corporate surety authorized to do surety business in the State of Washington in a sum to be mutually agreed upon by the parties. The bond shall be conditioned so that PSE shall restore or replace any defective work or materials discovered in the restoration of the Franchise Area within a period of two (2) years from the inspection date of any such restoration. PSE may meet the obligations of this Section with one or more bonds acceptable to the City. In lieu of a separate bond for routine individual projects involving work in the Franchise Area, PSE may satisfy the City's bond requirements under this Section by posting a single on-going performance bond. In the event that a bond issued pursuant to this Section is canceled by the surety, after proper notice and pursuant to the terms of said bond, PSE shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section.

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

Section 16. Assignment.

16.1 PSE shall not assign or transfer its rights, benefits and privileges in and under this Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any assignment, the intended assignee shall, within thirty (30) days of the proposed date of any assignment, file written notice of the intended assignment with the City together with its written acceptance of all terms and conditions of this Franchise. If PSE assigns this Franchise without the City's consent in violation of this Section 16.1, the City may, by ordinance, declare an immediate forfeiture of this Franchise. Notwithstanding the foregoing, PSE shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

Section 17. Miscellaneous.

17.1 If any term, provision, condition or portion of this Franchise shall be held to be invalid, or is held to be inapplicable to any person or circumstance, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect, and its application to other persons and circumstances shall not be affected. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

17.2 This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 9 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by PSE of any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

17.2.1 References this Franchise; and

17.2.2 States that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

17.3 This Franchise is subject to the provisions of any applicable tariff on file with the Washington Utilities and Transportation Commission or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control, subject only to Section 18 with respect to any such tariff which is adopted after the date of this Franchise.

17.4 In connection with its performance of work under this Franchise, PSE shall, during the term of this Franchise, fully comply with all applicable equal employment or non-discrimination provisions and requirements of federal, state and local laws.

17.5 During the term of this Franchise, each party shall notify and keep the other party apprised of its local address for the service of notices by mail. All notices and other communications given or required to be given under this Franchise shall be sent postage prepaid to such respective address and such notices shall be effective upon receipt. The City and PSE may change their respective addresses by written notice to the other party at any time. As of the effective date of this Franchise:

PSE's notice address shall be:

Puget Sound Energy
6905 S 228th Street
Kent WA 98032
Attention: Municipal Liaison Manager

The City's notice address shall be:

City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Attention: City Engineer

17.6 During the term of this Franchise, PSE shall also provide the City (and maintain current) a written list showing the names and telephone numbers of the specific departments and (if applicable) individuals within PSE that may be contacted by the City to identify and address problems and issues that arise under this Franchise. PSE shall ensure that the list includes contact information for addressing emergency support and technical support issues (with emergency support being available 24 hours per day), and shall ensure that the names and telephone numbers appearing on the list in those areas have the expertise and authority (or access to the same) needed to address the problem or issue promptly and effectively. PSE shall use all reasonable efforts to respond to requests from the City promptly, to work diligently with the City in resolving any problems or issues identified by the City, and to actively communicate with the City regarding each problem or issue from the time it is first identified by the City until the time it is resolved. PSE shall update the list to ensure that it remains current and shall give written notice of the change to the City.

17.7 PSE and the City shall, as reasonably requested by the other party from time to time, discuss and coordinate their activities with respect to construction which may affect the public ways in any manner in an effort to minimize public inconvenience, disruption or damages.

17.8 This Franchise shall be binding upon the parties hereto and their permitted successors and assigns.

17.9 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party, act toward third persons or the public in any manner that would indicate any such relationship with the other.

17.10 The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the right of such party

thereafter to enforce the same. Nor shall the waiver by a party of any breach of any provision hereof by the other party be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

17.11 This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. The venue and jurisdiction over any dispute related to this Franchise shall be with the King County Superior Court, Regional Justice Center, Kent, Washington (or, if the Regional Justice Center is no longer in operation, such other local facility as is then operated by the King County Superior Court).

17.12 If either party shall be required to bring any action to enforce any provision of this Franchise, or shall be required to defend any action brought by the other party with respect to this Franchise, and in the further event that one party shall prevail in such action, the other party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

17.13 This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties.

17.14 In the event (and only to the extent) that either party is prevented or delayed in the performance of any of its obligations under this Franchise by any event or circumstance beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused only during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with this Franchise. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

Section 18. Changes in Laws.

18.1 If, during the term of this Franchise, there becomes effective any change in federal or state law (including, but not limited to, a change in any tariff filed by PSE with the Washington Utilities & Transportation Commission) and such change:

18.1.1 specifically requires the City to enact a code or ordinance which conflicts or is inconsistent with any provision of this Franchise; or

18.1.2 results in a PSE tariff which conflicts or is inconsistent with any provision of this Franchise;

then, in such event, either party may, within ninety (90) days of the effective date of such change, notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall only encompass the specific term or condition affected by such change in federal or state law and neither party shall be obligated to reopen negotiations on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of written notice to so commence such negotiations, the parties shall, at a mutually agreeable time and place, commence such negotiations. The parties shall thereafter conduct such negotiations at reasonable times, in a reasonable manner, in good faith and with due regard to all pertinent facts and circumstances; provided, however, that (a) in the event the parties are unable, through negotiation, to reach mutual agreement upon terms and conditions of such amendment, then either party may, by written notice to the other, demand that the parties seek to arrive at such agreement through mediation or, if no such demand has previously been submitted, terminate this Franchise upon not less than ninety (90) days prior written notice to the other party; and (b) pending such negotiations, mediation and/or termination, and except as to any portion thereof which is in conflict or inconsistent with such change in federal or state law, the Franchise shall remain in full force and effect. For purposes of this Section, the term "mediation" shall mean mediation at the local offices of Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or, if JAMS shall cease to exist or cease to have a local office, mediation at the local offices of a similar organization. The parties may agree on a jurist from the JAMS panel. If they are unable to agree, JAMS will provide a list of the three available panel members and each party may strike one. The remaining panel member will serve as the mediator.

18.2 PSE shall, in connection with any application for changes in its tariffs that would be in conflict or inconsistent with the provisions of this Franchise or would modify the rights or responsibilities of either party under this Franchise, notify the City in writing of the application promptly after it is filed with the Washington Utilities & Transportation Commission ("WUTC"). Further, PSE shall ensure that the City is notified (either directly or through the WUTC

proceeding) of the final adoption by the WUTC of changes in applicable PSE tariffs resulting from any such application of PSE.

Section 19. Severability.

19.1 If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

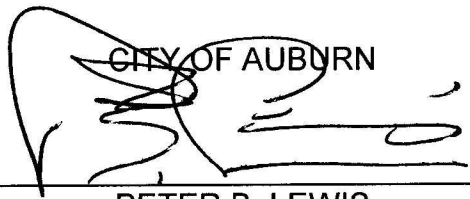
Section 20. Ratification.

20.1 Any act of the City consistent with the authority granted by the City prior to the effective date of this Ordinance is hereby ratified and affirmed by the City.

Section 21. Effective Date.

21.1 This Ordinance shall be effective on June 14, 2006, having been: (i) introduced to the City Council not less than five days before its passage; (ii) first submitted to the City Attorney on May 24, 2006; (iii) published at least five days prior to the above-referenced effective date and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the City of Auburn by a vote of at least five members of the City Council on June 5, 2006.

INTRODUCED: JUN 5 2006
PASSED: JUN 5 2006
APPROVED: JUN 5 2006


CITY OF AUBURN

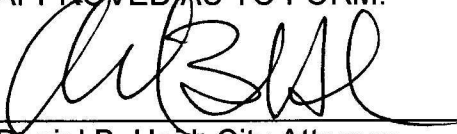
PETER B. LEWIS
MAYOR

ATTEST:



Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'DBH', written over a horizontal line.

Daniel B. Held, City Attorney

Published: June 9, 2006

EXHIBIT A

HONORABLE MAYOR AND CITY COUNCIL CITY OF AUBURN, WASHINGTON

232-5
CITY OF AUBURN, WA
CITY CLERK'S OFFICE

In the matter of the application
of Puget Sound Energy, Inc., a
Washington corporation, for a
franchise to construct, operate
and maintain facilities in, upon,
over under, along, across and
through the franchise area of the
City of Auburn,
Washington

Franchise Ordinance No. 6018

ACCEPTANCE

WHEREAS, the City Council of the City of Auburn, Washington, has granted a franchise to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. 6018, bearing the date of _____, 2006; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Puget Sound Energy, Inc. on June 14, 2006, from said City of Auburn, King and Pierce Counties, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Auburn, King and Pierce Counties, Washington.

IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned Terry J. Oxley thereunto duly authorized on this 14 day of June, 2006.

ATTEST:

Jason Van Thut

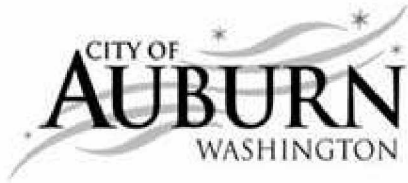
Copy received for City of Auburn

on Jan 23, 2006

By: David E. Dasher
City Clerk

PUGET SOUND ENERGY, INC.

By: Terry J. Oxley



AGENDA BILL APPROVAL FORM

Agenda Subject:

Community Development Block Grant
Reallocation/Amendment

Date:

May 11, 2016

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council to conduct a public hearing to receive comments and suggestions with regard to the Community Development Block Grant (CDBG) Reallocation/Amendment. For further action, see Resolution No. 5231.

Background Summary:

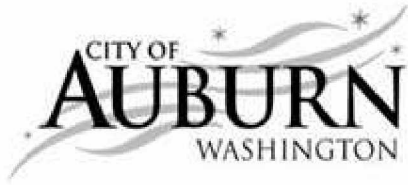
The process of a substantial amendment is required by the U.S. Dept. of Housing and Urban Development (HUD) and the City's Consolidated Plan to reallocate funds from cancelled or postponed projects. The City of Auburn anticipates approx. \$430,000.00 of unused CDBG funds will be available for projects that are consistent with federal regulations and objectives and policies of the Auburn Consolidated Housing and Community Development Plan. Planned projects include preconstruction and planning for Auburn Youth Resources Arcadia House, Downtown Business Façade Improvements and rehabilitation of a City-owned transitional house.

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

Hinman

Meeting Date: May 16, 2016

Item Number: PH.2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the May 2, 2016 Regular City Council Meeting

Date:

May 5, 2016

Department:

Administration

Attachments:

[5-2-2016 minutes](#)

Budget Impact:

\$0

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

Meeting Date: May 16, 2016

Item Number: CA.A



**City Council Meeting
May 2, 2016 - 7:00 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

Councilmembers in attendance: Bob Baggett, Claude DaCorsi, John Holman, Bill Pelosa, Yolanda Trout-Manuel, and Rich Wagner. Deputy Mayor Largo Wales was excused.

Department Directors and staff members in attendance included: Director of Administration Dana Hinman, Innovation Technology Director Paul Haugan, City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Police Commander Mark Caillier, Parks, Arts and Recreation Director Daryl Faber, Finance Director Shelley Coleman, Assistant Director of Community Development Services Jeff Tate, and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Affordable Housing Week Proclamation

Mayor Backus to proclaim the week of May 16-22, 2016 as Affordable Housing Week in the city of Auburn.

Mayor Backus read and presented a proclamation declaring the week of May 16-22, 2016 as Affordable Housing Week in the City of Auburn to Joy Scott from South King Housing and Homelessness Partnership Housing Development Consortium.

Ms. Scott thanked Council for their support of the South King Housing and Homelessness Partnership Housing Development Consortium. She stated the need is significant. Sylvia Fuerstenberg from Auburn Youth Resources stated she was impressed with the City for the work done on homelessness. Ken Taylor from Valley Cities thanked Mayor Backus and Council members for their support with the Phoenix Rising project. The new facility will help young adults transition out of homelessness. Paula Matthyse from Auburn Youth Resources thanked the Mayor and Council for their support.

III. APPOINTMENTS

There was no appointment for Council consideration.

IV. AGENDA MODIFICATIONS

There was no agenda modification.

V. **CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE**

A. **Public Hearings**

No public hearing was scheduled for this evening.

B. **Audience Participation**

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

No one came forward to speak.

C. **Correspondence**

There was no correspondence for Council review.

VI. **COUNCIL AD HOC COMMITTEE REPORTS**

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

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

VII. **CONSENT AGENDA**

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

- A. Minutes of the April 18, 2016 Regular Council Meeting
- B. Claims Vouchers (Coleman)
Claims voucher numbers 438306 through 438465 in the amount of \$1,212,910.90 and five wire transfers in the amount of \$193,123.47 and dated May 2, 2016.
- C. Payroll Vouchers (Coleman)
Payroll check numbers 536390 through 536421 in the amount of \$704,858.21 and electronic deposit transmissions in the amount of \$1,399,731.04 for a grand total of \$2,104,589.25 for the period covering April 14, 2016 to April 27, 2016.
- D. Public Works Project No. C222a0 (Snyder)
City Council grant permission to advertise for bids for Project No. C222a – S 277th Street Corridor Capacity & Non-Motorized Trail Improvements
- E. Public Works Project No. CP1507 (Snyder)
City Council grant permission to advertise for bids for Project No. CP1507, Auburn Way North Preservation
- F. Public Works Project No. CP1411 (Snyder)
City Council grant permission to advertise for bids for Project No. CP1411, Muckleshoot Indian Tribe Master Meters

Councilmember Holman moved and Councilmember DaCorsi seconded to approve the Consent Agenda.

Councilmember Holman noted the consent agenda contains minutes, claims, payroll vouchers and permission to advertise public works projects.

Councilmember Wagner noted Public Works Project C222a0 is a corridor improvement.

Councilmember Peloza asked about the funds for the dedicated right-of-way for Project C222a0. Assistant Director of Engineering Services/City Engineer Gaub explained the agreement with RPG includes the dedication of right-of-way and pond area necessary for improvements along 277th. The City has valued the necessary area at about \$1.3 million. The dedicated property is included in the costs and also on the funding side of the project.

MOTION CARRIED UNANIMOUSLY. 6-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6567 (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 5.10.040, 5.15.110, 5.20.080 and 5.22.120 of the Auburn City Code relating to enforcement of the City's business license requirement

Councilmember Peloza moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6597.

Councilmember Peloza stated this ordinance establishes general business licensing requirements for the City.

Councilmember Holman stated the more tools Council can give the enforcement officers the better product they are able to give the public.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Ordinance No. 6599 (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, approving the Final Plat of Dulcinea

Councilmember Holman moved and Councilmember Peloza seconded to adopt Ordinance No. 6599.

Councilmember Holman stated this item has been through the final plat process.

Councilmember DaCorsi stated in the Hearing Examiner comments there is a property conflict. He asked if the City had any liability with the conflict if the final plat is approved. City Attorney Heid stated the City Council approval confirms the preliminary plat requirements have been met. The City has no liability in the land conflict.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. RESOLUTIONS

A. Resolution No. 5217 (Heid)

A Resolution of the City Council of the City of Auburn, Washington, amending the City Council Rules of Procedure as adopted by Ordinance No. 5802 and amended

by Resolution Nos. 4282, 4429, 4467, 4615, 4686, 4740, 4813, 4909, 5105, 5112 and 5115

The Council considered Resolution No. 5217 prior to the ordinances on the agenda.

Councilmember Holman moved and Councilmember Baggett seconded to adopt Resolution No. 5217.

Councilmember Holman stated the resolution amends the City Council's operating procedures. The Council has discussed this resolution at two study sessions. It will allow Council to use study sessions to discuss and refine ordinances prior to action at a Council meeting.

MOTION CARRIED UNANIMOUSLY. 6-0

- B. Resolution No. 5223 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the renewal of Franchise Agreement No. 06-21 and amendment of Ordinance No. 6018 with Puget Sound Energy, Inc.

Councilmember Peloza moved and Councilmember DaCorsi seconded to adopt Resolution No. 5223.

Councilmember Peloza stated this resolution allows for the renewal of a franchise agreement.

MOTION CARRIED UNANIMOUSLY. 6-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember DaCorsi reported he attended the Valley Cities Phoenix Rising grand opening and the King County Regional Transit Committee meeting.

Councilmember Holman reported he attended the Chamber of Commerce Recognition of Service Award Dinner and the Washington State Forensic Investigation Council meeting.

Councilmember Wagner congratulated Tribal Councilmember Cross on receiving the Chamber of Commerce Recognition of Service Award.

Councilmember Peloza reported he attended the Clean Sweep event and an oil hazardous materials seminar.

Councilmember Trout-Manuel reported she attended the Chamber of Commerce Recognition of Service Award dinner, the Clean Sweep event, the Lions Club Fishing Derby and Healthy Kids Day at the YMCA.

B. From the Mayor

Mayor Backus thanked Council, staff and volunteers for participation in the Clean Sweep event. She reported she attended the Auburn Food Bank Empty Bowls event, the Communities and Schools fundraiser at Green River College, the Lions Club Fishing Derby and the Healthy Kids Day at the YMCA.

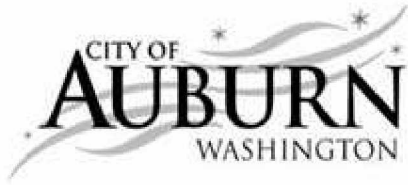
XIII. ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 7:41 p.m.

APPROVED this 16th day of May, 2016.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 25, 2016 Council Study Session

Date:

May 11, 2016

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Meeting Date: May 16, 2016

Item Number: CA.B



City Council Study Session
April 25, 2016 - 5:30 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

Deputy Mayor Wales called the meeting to order at 5:30 p.m. in the Council Chambers of Auburn City Hall located at 25 West Main Street in Auburn.

A. Roll Call

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

City officials and staff members present included: Mayor Nancy Backus, Chief of Police Bob Lee, City Attorney Daniel B. Heid, Assistant City Attorney Jessica Leiser, Economic Development Manager Doug Lein, Community Development and Public Works Director Kevin Snyder, Director of Administration Dana Hinman, Innovation and Technology Director Paul Haugan, Human Resources and Risk Management Director Rob Roscoe, and City Clerk Danielle Daskam.

At this time, the meeting recessed to executive session. See "Executive Session" below for more information.

II. Announcements, Reports, and Presentations

- A. King County Metro Long Range Transit Plan Presentation (20 Minute Presentation/10 Minute Q&A)**
Senior Transit Planner Paul Roybal and Transportation Planner Briana Lovell from King County Metro

Using a PowerPoint presentation, Transportation Planner Briana Lovell presented King County Metro's Long Range Vision for 2040 - Metro Connects. The plan is considered a draft and public comments will be accepted until May 20, 2016.

In anticipation of one million more people and 850,000 more jobs in the region over the next 25 years, King County Metro developed a plan to meet the increasing demand for transit, coordinate its service with Sound Transit and other transportation providers, promote equity and social justice to ensure fair treatment, access and opportunity for all users, and reduce emissions.

It is projected that a 70 percent growth in Metro service, from 3.5 million service hours to 6 million service hours will be needed by 2040.

Ms. Lovell reviewed the types of service available in the transit network, including frequent service, express service, and local service.

Key transit issues in Auburn include connections to downtown Auburn and Auburn Way North, which will be a focus for future growth. Additionally, service to the Muckleshoot Indian Tribe and City of Enumclaw will be expanded.

The proposed plan includes: 20 new RapidRide lines around the county coming every 5 to 15 minutes; new express buses arriving every 15 to 30 minutes, local

service tailored to community needs, connections to Link Rail, expanded travel options, and improvements to 600 miles of roadways.

Senior Transit Planner Paul Roybal stated the transit system will require substantial capital and service investments. He spoke regarding the capital facilities needed to support the 2040 plan, including dedicated bus lanes in certain corridors and traffic signal priority on 600 miles of roadway for all service types.

Metro Connect will provide travel options including ride matching, community shuttles, first and last mile connections, and accessibility improvements.

Mr. Roybal stated Metro will partner with jurisdictions to improve non-motorized connectivity to the transit system, invest in park and rides, and improve passenger facilities to ensure safety and ease of use.

Metro Connects projects a 40 percent park and ride increase with 13,000 new park and ride spaces, which would be distributed throughout the county. Metro will work with agencies in developing transit-oriented development around the transit centers. Mr. Roybal stated passenger facilities will change significantly in the future and will be major activity centers and assets in the community.

Mr. Roybal reported that in order to increase 70 percent more bus service, 500 more buses, two or three additional bus bases, additional passenger facilities, and additional bus lay-over facilities will be required.

Mr. Roybal stated the Plan would be implemented in six year implementation periods.

Councilmember DaCorsi questioned the prioritization criteria. Ms. Lovell stated that once the plan is adopted there will be a higher certainty between communities and Metro of Metro's future plans. During implementation phases, communities will be able to communicate its local priorities and growth centers.

Councilmember Wagner expressed his opinion that transit agencies are not adequately showing the benefit of public transit to the non-regular user of transit.

Councilmember Holman expressed concern about the linking of RapidRide with the Link light rail system. He suggested that RapidRide should also augment commuter rail.

In response to a question from Councilmember Peloza, Mr. Roybal stated Metro is always seeking grant funding for all facilities, and RapidRide has been the beneficiary of several federal grants administered through the Puget Sound Regional Council.

Councilmember DaCorsi spoke regarding the need for alternative services in South King County.

Councilmember Trout inquired about ride sharing incentives. Mr. Roybal stated Metro is working on trial projects, including Trip Pool which is an on demand ride share program.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Facade Improvement Progress Update (15 Minute Presentation/15 Minute Q&A (Hinman))

Economic Development Manager Doug Lein presented a PowerPoint and short video regarding the downtown façade improvement program. Mr. Lein stated the

Council's agenda packet includes a summary of the grants provided in 2015 and a project information sheet for each of the seven façade improvement projects completed thus far. Three additional projects are still in process. The 2015 Budget included \$100,000.00 for the downtown façade improvement project, and the total grants awarded in 2015 totaled \$99,007.89. The projects included: the Auburn Valley Barber Shop at 316 East Main Street; Home Plate Pub at 144 East Main Street; Tribeca Spa at 510 East Main Street; PNW Dentistry at 110 D Street SE; the Masonic Temple at 10 Auburn Way South; Hello Gorgeous Boutique at 204 East Main Street; 230/240 Auburn Way South; West Law Offices at 332 1st Street NE; Zola's Café at 402 East Main Street; and Nelson's Jewelry at 101 East Main Street.

In response to a question from Councilmember Pelosa, Economic Development Manager Lein stated City staff are actively working with the owner of the building at 102 East Main Street to develop a façade improvement design.

- B. Resolution No. 5217 (5 Minute Presentation/10 Minute Q&A) (Heid)
A Resolution of the City Council of the City of Auburn, Washington, amending the City Council Rules of Procedure as adopted by Ordinance No. 5802 and amended by Resolution Nos. 4282, 4429, 4467, 4615, 4686, 4740, 4813, 4909, 5105, 5112 and 5115

City Attorney Heid presented Resolution No. 5217, which was discussed at the March 28, 2016 Study Session. The Resolution amends the Council Rules of Procedure to add clarification on Council liaison positions and provide a change from first and second reading of ordinances to a requirement for preliminary review of all ordinances at a Study Session prior to placement on the City Council regular or special meeting agendas for Council review and adoption.

All Councilmembers spoke in favor of the changes as presented.

Councilmember Wagner suggested adding an additional preamble statement to reflect the change would accommodate the need of the City Council to either expedite review of ordinances where no further discussion is needed or to slow down the process when more discussion is warranted.

Councilmember Holman proposed adding "study session" to Section 2.6, paragraph 2.

The Resolution will be included on the May 2nd Council agenda for consideration.

IV. EXECUTIVE SESSION

At 5:32 p.m. immediately following the call to order and roll call, Deputy Mayor Wales recessed the meeting to executive session for approximately 10 minutes in order to discuss pending litigation pursuant to RCW 42.30.110(1)(i). City Attorney Heid, Police Chief Lee, Human Resources and Risk Management Director Roscoe, and Assistant City Attorney Jessica Leiser attended the executive session. It was indicated no final action would follow the executive session.

The meeting reconvened at 5:39 p.m.

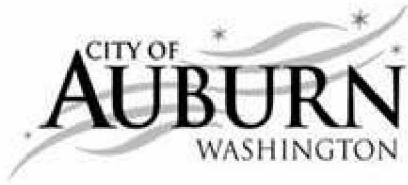
V. ADJOURNMENT

There being no further discussion, the meeting adjourned at 6:34 p.m.

APPROVED this _____ day of _____, 2016.

LARGO WALES, DEPUTY MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the August 24, 2015 Study Session

Date:

May 11, 2016

Department:

Administration

Attachments:

[08-24-2015 Study Session Minutes](#)

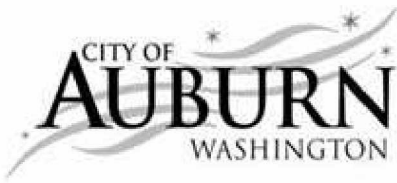
Budget Impact:

\$0

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

Meeting Date: May 16, 2016

Item Number: CA.C



**City Council Study Session
August 24, 2015 - 5:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

Deputy Mayor Holman called the meeting to order at 5:48 p.m. in the Council Chambers at Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

City Councilmembers present: Deputy Mayor John Holman, Rich Wagner, Bill Peloza, Largo Wales, Wayne Osborne, Yolanda Trout and Claude DaCorsi.

Department Directors and staff members present included: City Attorney Daniel B. Heid, Assistant City Attorney Neil Wachter, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Utilities Engineering Manager Lisa Tobin, Street Systems Engineer Jai Carter, Transportation Manager Pablo Para, Innovation and Technology Director Paul Haugan, Public Affairs and Marketing Manager Dana Hinman, Police Chief Bob Lee, Assistant Police Chief Bill Pierson, Finance Director Shelley Coleman, and Deputy City Clerk Shawn Campbell.

II. Announcements, Reports, and Presentations

Mayor Backus introduced Paul Haugan as the City's new Information and Technology (IT) Director and thanked IT Operations Manager Ashley Riggs and IT Customer Support Manager Reba Stowe for acting as interim director over the last several months.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. 2nd Quarter 2015 Financial Report (Coleman)

Director Coleman presented the Financial Report for the second quarter of 2015. She explained the City is currently tracking below budgeted expenditures and above budgeted revenues. The Development Service fees are above the projected budget. The building permit revenue should meet the projected budget. The Public Works sector is over budget due to development projects not being billed out yet. Once the services have been billed out to the individual project the public works fund will be positive. Sales tax revenue is tracking above budget and above the 2014 actual. Utility tax revenue is below budget due to mild weather.

Councilmember Pelosa asked for additional details on the business licensing process. Director Coleman explained the City bills businesses for their business license the first of December. Many of the businesses pay the fee prior to the end of the year. The amount in the 2nd Quarter report is the amount that the City has received after January 1, 2015.

Councilmember Pelosa asked how much grace period a business is given to pay their business license fee. Director Snyder stated the City allows an initial 30 day grace period and then sends a second notice with a second 30 days due date. If the business still has not paid then code enforcement meets with the business owner. If payment is not received within 60 days from the meeting with Code enforcement, the City will start the formal code enforcement process.

- B. Resolution No. 5163 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute Public Way Agreement No. 15-22 between the City of Auburn and Sprint Communications Company L.P.

Transportation Manager Para presented Resolution No. 5163 for a Public Way agreement with Sprint Communications Company L.P. The agreement for has been reviewed by staff and meets all requirements and staff is recommending approval.

Councilmember Osborne clarified this agreement is for the same facilities as the previous agreement.

- C. Annual Street Selection for Arterial and Local Street Preservation (Snyder)

Street Systems Engineer Carter presented the annual street selection for Arterial and Local Street Preservation process. The projects scheduled to be done in the 2016 reconstruction phase are rebuilds of 21st Street NE including drainage, F Street SE including drainage and water and 25th Street SE including drainage and water. On 25th Street SE the City will also be performing an LID survey for sewer. These streets are all in very poor condition.

Street Systems Engineer Carter explained there are several streets in the West Hill area that the City is proposing to add thin overlay and replace the curb ramps. Some streets will require patching prior to the overlay.

Councilmember Osborne asked how much of the budget is carryover from 2015. Street Systems Engineer Carter explained there was \$1.6 million in the 2016 budget. Funds from the 2014 and 2015 budget were carried forward in the amount of \$600,000.00. The funds for the design and completing the 2016 projects will take a large amount of

the carryover.

Street Systems Engineer Carter presented the 2017 program. The streets scheduled to be repaired are 19th Street SE and G Street SE and 26th Street SE, 27th Street SE, 28th Street SE and F Street, T Street and U Street. The City is also doing a thin overlay project on 53rd Avenue, 302nd Place and cul-de-sacs off of S 300th Street.

Councilmember Pelozo asked when B Street SE will be on the list of streets to be fixed. Transportation Manager Para explained the City is considering changes downtown and do not want to repair roads twice. Staff is looking at what can be done in the interim. Street Systems Engineer Carter stated the condition of B Street SE is not rated as low as other streets that require rebuilding.

Councilmember Osborne noted the City has listed the streets in order of necessity for repair. Street Systems Engineer Carter's list represents all inputted data and priorities. Staff also distributes projects among different areas of the City.

Councilmember Trout left the meeting at 6:45 p.m.

D. Easement Relinquishment for 1905 Howard Road SE, Parcel 1921059206 (Snyder)

Assistant Director Gaub introduced a development proposal for 1905 Howard Road SE. She stated there is an easement that has been recorded for the City's benefit for a storm property. The easement was for the purpose of a sanitary septic system for the storm property. The property has been developed as a storm pond with infiltration facilities on the property. There is no septic system built within the easement. The developer has requested the City relinquish the easement for the sanitary septic system in place of providing an easement for the City to connect a sewer line across the property. Valley Regional Fire Authority also has an easement for the same purpose that is no longer needed. Staff recommends relinquishment of the easements to the developer.

Councilmember Wales asked if the City gives the developer the easement what are they going to do with the property and what is the value of the property. Assistant Director Gaub explained any value for the easement is only proportional to the property. Staff feels the new easement is comparable to the value of the proposed relinquished easement. The developer is planning to build a senior housing facility on the property.

Councilmember Osborne stated the previous easements were dedicated before the City had sewers. There is not a need for septic systems now that the sewer system is available.

IV. OTHER DISCUSSION ITEMS

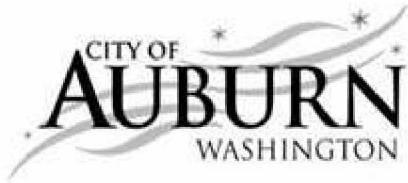
No other items were discussed.

V. ADJOURNMENT

There being no further discussion, the meeting adjourned at 7:01 p.m.

APPROVED this 16th day of May, 2016.

LARGO WALES, DEPUTY MAYOR Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

May 11, 2016

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve claims vouchers.

Background Summary:

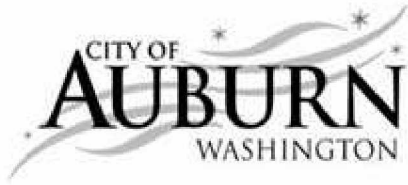
Claims voucher numbers 438466 through 438725 in the amount of \$6,675,985.33 and four wire transfers in the amount of \$622,741.06 and dated May 16, 2016.

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

Coleman

Meeting Date: May 16, 2016

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

May 11, 2016

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

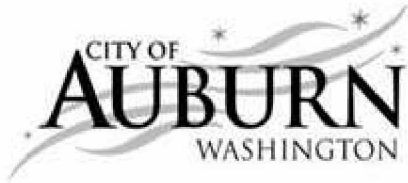
Payroll check numbers 536422 through 536452 in the amount of \$555,654.52 and electronic deposit transmissions in the amount of \$1,423,457.00 for a grand total of \$1,979,111.52 for the period covering April 28, 2016 to May 11, 2016.

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

Coleman

Meeting Date: May 16, 2016

Item Number: CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1515

Date:

May 9, 2016

Department:

CD & PW

Attachments:

[Vicinity Map](#)

[Budget Status Sheet](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council grant permission to advertise for bids for Project No. CP1515, 2016 Local Street Reconstruction and Preservation Project

Background Summary:

The 2016 Local Street Reconstruction and Preservation Project will reconstruct 0.59 miles of local streets (shown on the attached map) and overlay 0.70 miles of local streets as part of the 2016 Local Street Preservation program. Improvements to the storm drainage infrastructure will also be constructed on the project streets to address local storm drainage issues. This work is funded by the 103 (Local Street Preservation Program) Fund.

This project will also replace deteriorated and undersized water mains as shown on the attached map. This work will be funded by the 460 (Water) Fund.

Construction of this project is anticipated to start by July of 2016.

Based on the latest Engineer's Estimate for the work a project budget contingency of \$3,348.00 remains in the 103 (Local Street Preservation Program) Fund.

Unless bids are lower than expected, it is anticipated that an in-fund adjustment will be needed in the 460 Water Fund in the estimated amount of \$93,715.00. These funds are available from last year's Water fund for the Street Improvement program because the actual expenditures were less than originally budgeted. The actual amount of this adjustment (if any) will be addressed in the consent item brought to Council for the consideration of award of this project.

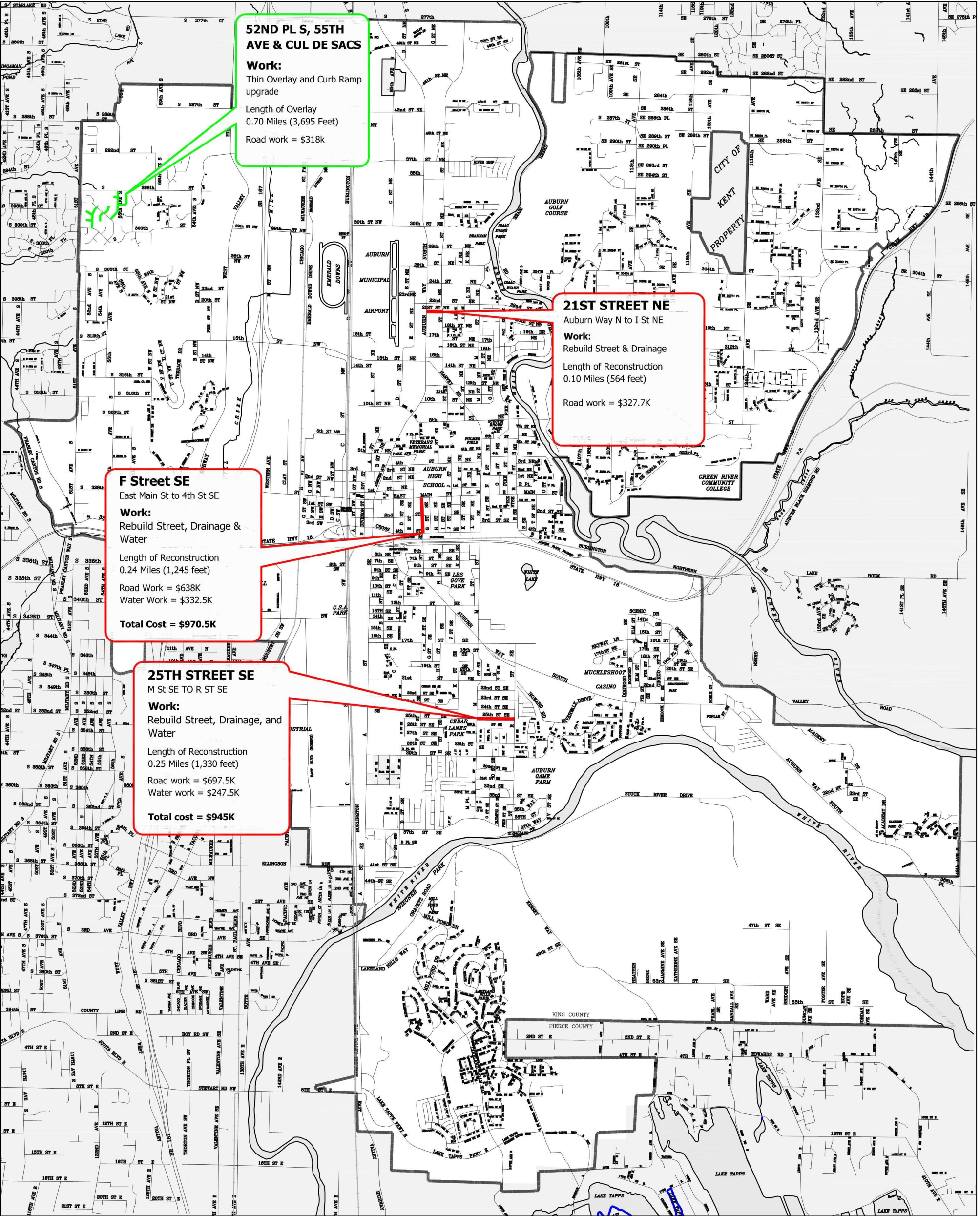
Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: May 16, 2016

Item Number: CA.F



2016 LOCAL STREET RECONSTRUCTION AND PRESERVATION PROJECT VICINITY MAP

-  2016 PROPOSED REBUILD STREETS (0.59 Miles)
-  2016 PROPOSED OVERLAY STREET (0.70 Miles)



BUDGET STATUS SHEET

Project No: CP1515	Project Title: 2016 Local Street Reconstruction and Preservation Project
Project Manager: Jai Carter	

Initiation Date: August 24, 2015
 Advertisement Date: May 19, 2016
 Award Date: _____

- ☐ 15% Design Review

☒ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: May 11, 2016

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

Funds Budgeted (Funds Available)

Funding	Prior Years	Actual 2015	2016	Future Years	Total
103 Fund - Local Street		5,438	2,355,911		2,361,349
460 Fund - Water			603,711		603,711
Total	0	5,438	2,959,622	0	2,965,060

Estimated Cost (Funds Needed)

Activity	Prior Years	Actual 2015	2016	Future Years	Total
Design Engineering - City Costs*		5,438	7,500		12,938
Design Engineering - Consultant Costs			312,770		312,770
Construction Estimate			2,561,638		2,561,638
Authorize Contingency (5%)			128,082		128,082
Material Testing			15,000		15,000
Construction Engineering - City Costs*			5,000		5,000
Construction Engineering - Consultant Costs			20,000		20,000
Total	0	5,438	3,049,990	0	3,055,428

*City staff costs for Local street design and construction are not charged against the project budget and are not shown here.

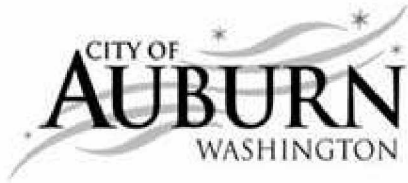
103 Local Street Budget Status

	Prior Years	Actual 2015	2016	Future Years	Total
*103 Funds Budgeted ()	0	(5,438)	(2,355,911)		(2,361,349)
103 Funds Needed	0	5,438	2,352,563		2,358,001
*103 Fund Project Contingency ()	0	(0)	(3,348)	0	(3,348)
103 Funds Required	0	0	0	0	0

460 Water Budget Status

	Prior Years	Actual 2015	2016	Future Years	Total
*460 Funds Budgeted ()	0	0	(603,711)	0	(603,711)
460 Funds Needed	0	0	697,426	0	697,426
*460 Fund Project Contingency ()	0	0	0	0	0
460 Funds Required	0	0	93,715	0	93,715

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No CP1118 & CP1119

Date:

May 10, 2016

Department:

CD & PW

Attachments:

[CP1118 Budget Status Sheet](#)

[CP1119 Budget Status Sheet](#)

[CP1118 Final Pay Estimate No. 12](#)

[CP1119 Final Pay Estimate No. 12](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 12 to Contract No. 14-19 in the amount of \$27,426.61 and accept construction of Project Nos. CP1118 (Auburn Way South Pedestrian Improvements Dogwood Street SE to Fir Street SE) and CP1119 (Auburn Way South Corridor Improvements Fir Street SE to Hemlock Street SE).

Background Summary:

This construction contract includes two City projects: CP1118 – Auburn Way South Pedestrian Improvements (Dogwood to Fir) and CP1119 – Auburn Way South Corridor Improvements (Fir to Hemlock). The improvements constructed by these projects include: new sidewalks, lighting, bus pull-outs, undergrounding of overhead utilities and removal of utility poles, a pedestrian crossing at Fir Street, U-turns at Fir and Hemlock Streets, medians, a new traffic signal at Hemlock Street, storm drainage, water, and sewer utility improvements, intelligent transportation system improvements, and widening of Auburn Way South between Fir and Hemlock Streets to be five lanes (2 lanes in each direction with a center turn lane). The project also included the replacement of approximately 1,600 feet of 10-inch water main within the project paving limits with a new 12-inch water main.

A project budget contingency of \$1,687.00 for CP1118 and \$152,340.00 for CP1119 remain in the 102 Fund and includes additional revenues associated with the Washington State Department of Transportation (WSDOT) Overlay and the Muckleshoot Indian Tribe (MIT) utility undergrounding agreements to be included in Budget Amendment 6, as indicated on the attached budget status sheets.

A project budget contingency of \$8,252.00 for CP1118 remains in the 460 Water Fund and a project budget contingency of \$1465.00 for CP1119 remains in the 431 Sewer Fund.

The final contract amount is within the budget and within the authorized contingency for the project.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: May 16, 2016

Item Number: CA.G

BUDGET STATUS SHEET

Project No: CP1118

Project Title: Auburn Way South Pedestrian Improvements -
Dogwood St SE to Fir St SE

Project Manager: Jacob Sweeting

Date: 5/11/16

Initiation Date: August 15, 2011

Advertisement Date: February 10, 2015

Award Date: March 16, 2015

- ☐ Advertisement
- ☐ 2016 Carryforward
- ☐ Contract Award
- ☐ Change Order Approval
- ☒ Contract Final Acceptance

Funds Budgeted (Funds Available)

Funding	Prior Years (Actual)	2015 (Actual)	2016	Total
102 Fund - Unrestricted	7,031	115,893	54,714	177,638
102 Fund - Traffic Impact Fees	0	115,000		115,000
102 Fund - Federal Grant	100,000			100,000
102 Fund - State Grant	166,367	603,237		769,604
102 Fund - Muckleshoot Indian Tribe Funds	41,900	76,155	155,000	273,055
102 Fund - Muckleshoot Indian Tribe Funds*			56,945	56,945
102 Fund - Century Link Agreement	9,700	109,599	5,000	124,299
102 Fund - Comcast Agreement	9,700	50,167	5,000	64,867
102 Fund - WSDOT Agreement	0	107,750		107,750
460 Fund - Water	4,973	277,799	23,704	306,476
Total	339,671	1,455,600	300,363	2,095,634

* Revenue funds to be included in BA6

Estimated Cost (Funds Needed)

Activity	Prior Years (Actual)	2015 (Actual)	2016	Total
Design	339,671	49,464	0	389,135
Construction - Original Contract		1,014,403	46,372	1,060,775
Construction - Change Orders 1,2, 3		260,626	0	260,626
Construction Contract - Line Item Adjustments		34,034	-6,076	27,958
Subtotal Construction Contract		1,309,063	40,296	1,349,359
Construction Contract - (CP1119 Water)		21,561		21,561
Construction - Engineering		75,512	22,381	99,425
Construction - PSE Direct Construction Costs (Undergrounding)			227,747	227,747
Total Construction	0	1,406,136	290,424	1,698,092
Project Total	339,671	1,455,600	290,424	2,087,227

102 Arterial Street Budget Status

	Prior Years (Actual)	2015 (Actual)	2016	Total
*102 Funds Budgeted ()	(334,698)	(1,177,801)	(276,659)	(1,789,158)
102 Funds Needed	334,698	1,177,801	274,972	1,787,471
*102 Fund Project Contingency ()	0	0	(1,687)	(1,687)
102 Funds Required	0	0	0	0

460 Water Budget Status

	Prior Years (Actual)	2015 (Actual)	2016	Total
*460 Funds Budgeted ()	(4,973)	(277,799)	(23,704)	(306,476)
460 Funds Needed	4,973	277,799	15,452	298,224
*430 Fund Project Contingency ()		0	(8,252)	(8,252)
430 Funds Required		0	0	0

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

BUDGET STATUS SHEET

Project No: CP1119

Project Title: Auburn Way South Corridor Improvements - Fir St SE to Hemlock St SE

Project Manager: Jacob Sweeting

Date: 5/11/16

Initiation Date: August 1, 2011

Advertisement Date: February 10, 2015

Award Date: March 16, 2015

- ☐ Advertisement
- ☐ 2016 Carry Forward
- ☐ Contract Award
- ☐ Change Order Approval
- ☒ Contract Final Acceptance

Funds Budgeted (Funds Available)

Funding	Prior Years (Actual)	2014 (Actual)	2015 (Actual)	2016	Total
102 Fund - Unrestricted	5,051	143,039	56,329		204,419
102 Fund - Traffic Impact Fees	0	250,000		209,229	459,229
102 Fund - TIB Grant	364,449	143,727	1,948,007		2,456,183
102 Fund - MIT Funds (TIB Match)	91,112	82,260	353,676		527,048
102 Fund - MIT Funds (Utility Undergrounding)			215,800	14,200	230,000
102 Fund - Century Link Agreement		10,856	136,671	10,000	157,527
102 Fund - Comcast Agreement		10,856	54,291	10,000	75,147
102 Fund - WSDOT Agreement			61,117		61,117
102 Fund - WSDOT Agreement Amendment*				44,162	44,162
460 Fund - Water	3,907	96	275,331		279,334
Sewer Funds	7,428		46,016		53,444
Total	471,947	640,833	3,147,239	287,591	4,547,610

* Revenue funds to be included in BA6

Estimated Cost (Funds Needed)

Activity	Prior Years (Actual)	2014 (Actual)	2015 (Actual)	2016	Total
Design	434,440	239,743	57,815		731,998
Property Acquisition	37,507	401,090	274		438,871
Construction - Original Contract	0	0	2,717,711	6,751	2,724,462
Construction - Change Orders 1, 2, 3	0	0	282,866	72,138	355,004
Construction Contract - Line Item Adjustments	0	0	22,498	-1,579	20,920
Subtotal Construction Contract	0	0	3,023,076	77,310	3,100,386
Construction Contract Charge to CP1118			-21,561		-21,561
Construction - Engineering	0	0	86,170	43,741	129,911
Construction - PSE Direct Construction Costs	0			14,200	14,200
Total Construction	0	0	3,087,684	135,251	3,244,497
Project Total	471,947	640,833	3,145,773	135,251	4,415,365

102 Arterial Street Budget Status

	Prior Years (Actual)	2014 (Actual)	2015 (Actual)	2016	Total
*102 Funds Budgeted ()	(460,612)	(640,737)	(2,825,892)	(287,591)	(4,214,832)
102 Funds Needed	460,612	640,737	2,825,892	135,251	4,062,492
*102 Fund Project Contingency ()	(0)	(0)	(0)	(152,340)	(152,340)
102 Funds Required	0	0	0	0	0

460 Water Budget Status

	Prior Years (Actual)	2014 (Actual)	2015 (Actual)	2016	Total
*460 Funds Budgeted ()	(3,907)	(96)	(275,331)	0	(279,334)
460 Funds Needed	3,907	96	275,331	0	279,334
*460 Fund Project Contingency ()	0	0	(0)	0	(0)
460 Funds Required	0	0	0	0	0

Sewer Funds Budget Status

	Prior Years (Actual)	2014 (Actual)	2015 (Actual)	2016	Total
*Sewer Funds Budgeted ()	(7,428)	0	(46,016)	0	(53,444)
Sewer Funds Needed	7,428	0	44,551	0	51,979
*Sewer Fund Project Contingency ()	0	0	(1,465)	0	(1,465)
Sewer Funds Required	0	0	0	0	0

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

CITY OF AUBURN
CP1118
PAY ESTIMATE #12 & FINAL

CO. NO. 14-19
AWS Pedestrian Improvements-Dogwood to Fir
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Minor Changes	1	1.1429179		Eq. Adj.	15,000.00	\$ 17,143.77	\$ -	114%
2	Record Drawing (minimum bid \$5,000)	1	1	0.25	LS	5,000.00	\$ 5,000.00	\$ 1,250.00	100%
3	Contractor Roadway and Utility Survey	1	1.0000		LS	13,000.00	\$ 13,000.00	\$ -	100%
4	Utility Potholing	4	6		EA	1,200.00	\$ 7,200.00	\$ -	150%
5	Mobilization	1	1		LS	82,000.00	\$ 82,000.00	\$ -	100%
6	Construction Site Sign(s)	1	1		EA	1,100.00	\$ 1,100.00	\$ -	100%
7	Traffic Control Labor (Min. Bid \$34.00 per hour)	720	1618		HR	60.00	\$ 97,080.00	\$ -	225%
8	Traffic Control Supervisor	1	1.000		LS	17,500.00	\$ 17,499.99	\$ -	100%
9	Construction Signs Class A	250	100		SF	21.00	\$ 2,100.00	\$ -	40%
10	Sequential Arrow Sign	30	78		DAY	31.00	\$ 2,418.00	\$ -	260%
11	Portable Changeable Message Sign	150	217		DAY	31.00	\$ 6,727.00	\$ -	145%
12	Clearing and Grubbing	1	1		LS	10,000.00	\$ 10,000.00	\$ -	100%
13	Roadside Cleanup	1	0.231284		Eq. Adj.	5,000.00	\$ 1,156.42	\$ -	23%
14	Remove Fence	170	170		LF	6.00	\$ 1,020.00	\$ -	100%
15	Unsuitable Foundation Excavation	20	0		CY	25.00	\$ -	\$ -	0%
16	Roadway Excavation Including Haul	483	483		CY	55.00	\$ 26,565.00	\$ -	100%
17	Gravel Borrow Including Haul	610	0		TON	15.00	\$ -	\$ -	0%
18	Shoring or Extra Excavation Class B	3024	3024		SF	1.00	\$ 3,024.00	\$ -	100%
19	Construction Geotextile for Underground Drainage	1375	1375		SY	3.00	\$ 4,125.00	\$ -	100%
20	Crushed Surfacing Base Course	1360	1575.4		TON	23.00	\$ 36,234.20	\$ -	116%
21	HMA Cl. 1/2-inch PG 64-22 (Class B)	855	1075.36		TON	82.00	\$ 88,179.52	\$ -	126%
22	HMA Cl. 1-inch PG 64-22 (Class E)	730	581.95		TON	75.00	\$ 43,646.25	\$ -	80%
23	Asphalt Cold Patch Mix	118	117.66		TON	300.00	\$ 35,298.00	\$ -	100%
24	Commercial HMA	40	49.92		TON	125.00	\$ 6,240.00	\$ -	125%
25	Planing Bituminous Pavement	2660	3330.96		SY	4.00	\$ 13,323.84	\$ -	125%
26	Solid Wall PVC Storm Sewer Pipe, 8-inch Diam.	36	0		LF	43.00	\$ -	\$ -	0%
27	Solid Wall PVC Storm Sewer Pipe, 12-inch Diam.	508	508		LF	35.00	\$ 17,780.00	\$ -	100%
28	Storm Sewer Television Inspection	544	544		LF	2.00	\$ 1,088.00	\$ -	100%
29	Catch Basin Type 1	1	2		EA	1,300.00	\$ 2,600.00	\$ -	200%
30	Catch Basin Type 2, 48-inch Diam.	5	4		EA	2,300.00	\$ 9,200.00	\$ -	80%
31	Adjust Catch Basin	1	1		EA	350.00	\$ 350.00	\$ -	100%
32	Adjust Manhole	6	6		EA	350.00	\$ 2,100.00	\$ -	100%
33	Connection to Existing Drainage Structure	3	3		EA	700.00	\$ 2,100.00	\$ -	100%
34	Imported Pipe Bedding	320	438.49		TON	14.00	\$ 6,138.86	\$ -	137%
35	Imported Pipe Trench Backfill	231	171.63		TON	16.00	\$ 2,746.08	\$ -	74%
36	Plugging Existing Pipe	8	2		EA	112.00	\$ 224.00	\$ -	25%
37	Temporary Water Pollution/Erosion Control	1	0.0364716		Eq. Adj.	25,000.00	\$ 911.79	\$ -	4%
38	SWPPP Preparation and General Permit Compliance	1	1		LS	2,500.00	\$ 2,500.00	\$ -	100%
39	ESC Lead	34	15		Days	125.00	\$ 1,875.00	\$ -	44%
40	High Visibility Fence	450	450		LF	3.00	\$ 1,350.00	\$ -	100%

SCHEDULE SUBTOTAL \$ 1,250.00

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

CA.G

Page 58 of 87

CITY OF AUBURN
CP1118
PAY ESTIMATE #12 & FINAL

CO. NO. 14-19
AWS Pedestrian Improvements-Dogwood to Fir
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
41	Inlet Protection	12	12		EA	75.00	\$ 900.00	\$ -	100%
42	Property Restoration	1	0.808994	0.808994	Eq. Adj.	5,000.00	\$ 4,044.97	\$ 4,044.97	81%
43	Topsoil Type A	9	33		CY	50.00	\$ 1,650.00	\$ -	367%
44	Root Control Barrier	160	71		LF	5.00	\$ 355.00	\$ -	44%
45	Lawn Sod	77	47		SY	77.00	\$ 3,619.00	\$ -	61%
46	Bark Mulch	2	25		CY	50.00	\$ 1,250.00	\$ -	1250%
47	Tree Grate and Frame	8	8		EA	1,500.00	\$ 12,000.00	\$ -	100%
48	PSIPE Prunus serrulata 'Royal Burgundy' (Royal Burgundy Cherry) 2-inch Caliper	8	0		EA	510.00	\$ -	\$ -	0%
49	Cement Concrete Traffic Curb and Gutter	1283	1323		LF	19.00	\$ 25,137.00	\$ -	103%
50	Cement Concrete Traffic Curb	97	97		LF	28.00	\$ 2,716.00	\$ -	100%
51	Industrial or Commercial Driveway Apron	285	317.7698		SY	72.00	\$ 22,879.43	\$ -	111%
52	Precast Dual Faced Sloped Mountable Curb	271	267		LF	25.00	\$ 6,675.00	\$ -	99%
53	Raised Pavement Marker Type 2	122	75	75	EA	5.00	\$ 375.00	\$ 375.00	61%
54	Temporary Chain Link Fence	90	96		LF	6.00	\$ 576.00	\$ -	107%
55	Chain Link Fence Type 3	162	141		LF	26.00	\$ 3,666.00	\$ -	87%
56	Monument Type B (Modified)	1	0		EA	1,000.00	\$ -	\$ -	0%
57	Pervious Concrete Sidewalk	1160	913		SY	57.00	\$ 52,041.00	\$ -	79%
58	Cement Concrete Curb Ramp Type Parallel A	3	3		EA	1,800.00	\$ 5,400.00	\$ -	100%
59	Cement Concrete Curb Ramp Type Perpendicular A	3	3		EA	1,100.00	\$ 3,300.00	\$ -	100%
60	Aggregate Subbase	500	340.28		TON	26.00	\$ 8,847.28	\$ -	68%
61	Illumination System, Complete	1	1.0000		LS	59,000.00	\$ 58,999.99	\$ -	100%
62	Traffic Signal System, Complete	1	0.999999		LS	9,000.00	\$ 8,999.99	\$ -	100%
63	Intelligent Transportation System, Complete	1	1		LS	15,000.00	\$ 15,000.00	\$ -	100%
64	Rectangular Rapid Flashing Beacon System Complete	1	1.0000		LS	37,000.00	\$ 36,999.99	\$ -	100%
65	Adjust Existing Junction Box	1	1		EA	500.00	\$ 500.00	\$ -	100%
66	Conduit Pipe 3 Inch Diam	660	688		LF	5.00	\$ 3,440.00	\$ -	104%
67	Permanent Signing	1	1		LS	6,000.00	\$ 6,000.00	\$ -	100%
68	Paint Line	2094	2082		LF	0.50	\$ 1,041.00	\$ -	99%
69	Plastic Wide Lane Line	165	160	160	LF	3.00	\$ 480.00	\$ 480.00	97%
70	Plastic Crosswalk Stripe and Stop Bar (24 inch wide)	371	371	20	LF	7.00	\$ 2,597.00	\$ 140.00	100%
71	Plastic Traffic Arrow	10	12.0655	12.0655	EA	80.00	\$ 965.24	\$ 965.24	121%
72	Plastic Traffic Letter	8	7.5	7.5	EA	80.00	\$ 600.00	\$ 600.00	94%
73	Removal of Plastic Markings	10	14		EA	80.00	\$ 1,120.00	\$ -	140%
74	Removing Paint Line	740	1294		LF	0.80	\$ 1,035.20	\$ -	175%
75	Temporary Pavement Marking	9600	1220		LF	0.20	\$ 244.00	\$ -	13%
CO-2	Quantity Adjustment for BI #60								
CO-3-1	Weekend Paving Premium	1	1		LS	8,902.50	\$ 8,902.50	\$ -	100%
CO-3-2	Paving Material Transfer Device	1	1		LS	6,000.00	\$ 6,000.00	\$ -	100%
CO-3	Quantity Adjustment for BI#23								

SCHEDULE TOTAL \$ 7,855.21

CA.G

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

Page 59 of 87

h:\proj\pel\CP1118 PE.xls

2 of 6

5/5/2016 at 11:45 AM

CITY OF AUBURN
CP1118
PAY ESTIMATE #12 & FINAL

CO. NO. 14-19
AWS Pedestrian Improvements-Dogwood to Fir
SCHEDULE B: Water Utility Improvments

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
76	Minor Changes	1	1.067448		Eq. Adj.	5,000.00	\$ 5,337.24	\$ -	107%
77	Potholing	4	8		EA	1,200.00	\$ 9,600.00	\$ -	200%
78	Mobilization	1	1		LS	1,000.00	\$ 1,000.00	\$ -	100%
79	Traffic Control Labor (Min. Bid \$34.00 per hour)	438	234		HR	60.00	\$ 14,040.00	\$ -	53%
80	Plugging Existing Pipe	0	0		EA	500.00	\$ -	\$ -	0%
81	Removal of Water Meter	0	0		EA	250.00	\$ -	\$ -	0%
82	Connect to Existing Water Main	1	1		EA	1,550.00	\$ 1,550.00	\$ -	100%
83	Gate Valve, 10 inch Diam.	0	0		EA	2,200.00	\$ -	\$ -	0%
84	Gate Valve, 8 inch Diam.	1	0		EA	1,500.00	\$ -	\$ -	0%
85	Moving Existing Hydrant	1	1		EA	6,000.00	\$ 6,000.00	\$ -	100%
86	Reconnecting Existing Hydrant	1	1		EA	1,600.00	\$ 1,600.00	\$ -	100%
87	Water Service Connection 1-1/2 inch Meter with 2 inch Diam. Service Line	1	1		EA	5,000.00	\$ 5,000.00	\$ -	100%
88	Water Service Connection 2 inch Meter with 2-1/2 inch Diam. Service Line	1	1		EA	5,000.00	\$ 5,000.00	\$ -	100%
89	Ductile Iron Pipe, Special Class 52, Water Pipe, 8 inch Diam.	160	165		LF	55.00	\$ 9,075.00	\$ -	103%
90	Temporary Water Pollution/Erosion Control	1	0		Eq. Adj.	1,500.00	\$ -	\$ -	0%
CO-1-1	12-inch Water Main Replacement	1	1		LS	158,756.80	\$ 158,756.80	\$ -	100%
CO-1-2	5/8-inch Minus of Pipe Bedding and Select Backfill	800	587.13		Ton	14.00	\$ 8,219.82	\$ -	73%
CO-1-3	CDF for Filling Abandoned Water Pipe	10	10		CY	160.00	\$ 1,600.00	\$ -	100%
CO-1-5	Quantitiy Adjustment for Bl#s 79,80,81,82,83								
CO-2-2	Asphalt Cold Patch Mix	40	40		Ton	300.00	\$ 12,000.00	\$ -	100%
SCHEDULE TOTAL								\$ -	

CA.G

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

Page 60 of 87

CITY OF AUBURN
CP1118
PAY ESTIMATE #12 & FINAL

CO. NO. 14-19
AWS Pedestrian Improvements-Dogwood to Fir
SCHEDULE C: Joint Utility Trench

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
91	Minor Changes	1	0.2689		Eq. Adj.	15,000.00	\$ 4,033.57	\$ -	27%
92	Contractor Roadway and Utility Survey	1	1		LS	2,000.00	\$ 2,000.00	\$ -	100%
93	Potholing	4	19		EA	1,200.00	\$ 22,800.00	\$ -	475%
94	Mobilization	1	1		LS	1,500.00	\$ 1,500.00	\$ -	100%
95	Traffic Control Labor (Min. Bid \$34.00 per hour)	600	724		HR	60.00	\$ 43,440.00	\$ -	121%
96	Traffic Control Supervisor	1	1.000		LS	4,000.00	\$ 4,000.15	\$ -	100%
97	Sequential Arrow Sign	30	12		DAY	25.00	\$ 300.00	\$ -	40%
98	Portable Changeable Message Sign	30	42		DAY	25.00	\$ 1,050.00	\$ -	140%
99	Structure Excavation Class B Incl. Haul for Joint Trench (Including Vault Excavation)	1081	1462.48		CY	15.00	\$ 21,937.20	\$ -	135%
100	Shoring or Extra Excavation Class B for Joint Trench	4594	4594		SF	1.00	\$ 4,594.00	\$ -	100%
101	Asphalt Cold Patch Mix	5	99.69		TON	300.00	\$ 29,907.00	\$ -	1994%
102	Commercial HMA	10	0		TON	125.00	\$ -	\$ -	0%
103	Imported Pipe Trench Backfill	370	0		TON	21.00	\$ -	\$ -	0%
104	Select Pipe Trench Backfill	200	0		TON	21.00	\$ -	\$ -	0%
105	Temporary Water Pollution/Erosion Control	1	0		Eq. Adj.	5,000.00	\$ -	\$ -	0%
106	SWPPP Preparation and General Permit Compliance	1	1.00		LS	2,000.00	\$ 2,000.00	\$ -	100%
107	ESC Lead	15	5		Days	125.00	\$ 625.00	\$ -	33%
108	Joint Trench Pipe Zone Bedding, Including Haul	193	280.32		CY	35.00	\$ 9,811.20	\$ -	145%
109	Install 253-TA Vault - Comcast	6	6		EA	650.00	\$ 3,900.00	\$ -	100%
110	Install 4-Inch Diameter Conduit - Comcast	2312	2265		LF	2.00	\$ 4,530.00	\$ -	98%
111	Install 4484-TA Vault- Century Link	2	2		EA	1,500.00	\$ 3,000.00	\$ -	100%
112	Install 25-TA Vault - Century Link	1	1		EA	700.00	\$ 700.00	\$ -	100%
113	Install 264-TA Vault - Century Link	1	1		EA	1,000.00	\$ 1,000.00	\$ -	100%
114	4-Inch Diameter Conduit - Century Link	3155	3303		LF	5.00	\$ 16,515.00	\$ -	105%
115	Install Handhole - PSE	1	1		EA	500.00	\$ 500.00	\$ -	100%
116	Install 4'8" Vault - PSE	1	1		EA	1,500.00	\$ 1,500.00	\$ -	100%
117	Install J-Box Vault - PSE	3	3		EA	750.00	\$ 2,250.00	\$ -	100%
118	Install Delta Vault - PSE	1	1		EA	1,100.00	\$ 1,100.00	\$ -	100%
119	Install Pull Vault - PSE	1	1		EA	1,100.00	\$ 1,100.00	\$ -	100%
120	Install 2-Inch Diameter Conduit - PSE	142	178		LF	1.50	\$ 267.00	\$ -	125%
121	Install 3-Inch Diameter Conduit - PSE	126	125		LF	1.50	\$ 187.50	\$ -	99%
122	Install 4-Inch Diameter Conduit - PSE	1664	1625		LF	1.75	\$ 2,843.75	\$ -	98%
123	Install 6-Inch Diameter Conduit - PSE	1260	1250		LF	3.00	\$ 3,750.00	\$ -	99%
CO-2-1	Sand Bedding for JUT	193	280.32		CY	3.89	\$ 1,090.44	\$ -	145%

SCHEDULE TOTAL \$ -

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

CA.G

Page 61 of 87

**CITY OF AUBURN
PROJECT SUMMARY**

PAY ESTIMATE #12 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Street Improvements					
Contract	\$ 829,092.00	\$ 41,262.50	\$ 879,401.30	\$ 7,855.21	101%
Traffic Control Nonconformance Penalty-5/13			\$ (1,999.50)		
No Tax Applicable					
Bond in Lieu of Retainage					
SCHEDULE TOTAL	\$ 829,092.00	\$ 41,262.50	\$ 877,401.80	\$ 7,855.21	
SCHEDULE B: Water Utility Improvements					
Contract	\$ 53,080.00	\$ 198,506.80	\$ 238,778.86	\$ -	95%
Sales Tax (+9.5%)	\$ 5,042.60	\$ 18,858.15	\$ 22,683.99	\$ -	
Bond in Lieu of Retainage					
SCHEDULE TOTAL	\$ 58,122.60	\$ 217,364.95	\$ 261,462.85	\$ -	
SCHEDULE C: Joint Utility Trench					
Contract	\$ 158,502.00	\$ 1,824.41	\$ 192,231.81	\$ -	120%
Sales Tax (+9.5%)	\$ 15,057.69	\$ 173.32	\$ 18,262.02	\$ -	
Bond in Lieu of Retainage					
SCHEDULE TOTAL	\$ 173,559.69	\$ 1,997.73	\$ 210,493.83	\$ -	
TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)			\$ 1,349,358.49		102%
TOTAL PAYMENT TO CONTRACTOR			\$ 1,349,358.49	\$ 7,855.21	
PAYMENT DUE CONTRACTOR:				\$ 7,855.21	

Begin: Mar. 21, 2016
End: Apr. 20, 2016

CA.G

h:\proj\pel\CP1118 PE.xls

PAY ESTIMATE #12 & FINAL

CONTRACTOR:
Stan Palmer Construction
5108 Nixon Loop
Bremerton, WA 98312
Phone: 360-674-2100

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = \$ 7,855.21

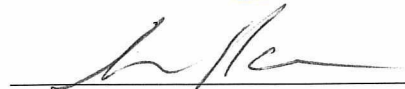
Signatures:

Contractor



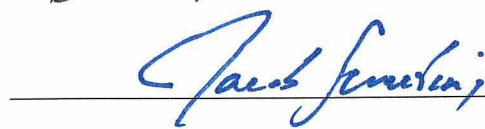
Date 5-11-16

Inspector



Date 5-5-16

Project Manager



Date 5/7/16

City Engineer

Date

CITY OF AUBURN
CP1119
PAY ESTIMATE #12 & FINAL

CO. NO. 14-19
AWS Corridor Improvements-Fir to Hemlock
SCHEDULE A: Street & Storm Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
124	Minor Changes	1	1.4393	0.3003093	Eq. Adj.	30,000.00	\$ 43,178.69	\$ 9,009.28	144%
125	Record Drawing (Minimum bid \$5,000.00)	1	1	0.25	LS	5,000.00	\$ 5,000.00	\$ 1,250.00	100%
126	Contractor Roadway and Utility Survey	1	1		LS	27,500.00	\$ 27,500.00	\$ -	100%
127	Utility Potholing	4	12		EA	1,200.00	\$ 14,400.00	\$ -	300%
128	Mobilization	1	1		LS	229,000.00	\$ 229,000.00	\$ -	100%
129	Construction Site Sign(s)	1	1		EA	1,100.00	\$ 1,100.00	\$ -	100%
130	Traffic Control Labor (Min. Bid \$34.00 per hour)	1586	2144		HR	60.00	\$ 128,640.00	\$ -	135%
131	Traffic Control Supervisor	1	1		LS	20,000.00	\$ 20,000.32	\$ -	100%
132	Construction Signs Class A	250	144.5		SF	21.00	\$ 3,034.50	\$ -	58%
133	Sequential Arrow Sign	30	32		DAY	31.00	\$ 992.00	\$ -	107%
134	Portable Changeable Message Sign	150	198		DAY	31.00	\$ 6,138.00	\$ -	132%
135	Clearing and Grubbing	1	1		LS	25,000.00	\$ 25,000.00	\$ -	100%
136	Roadside Cleanup	1	0.752432		Eq. Adj.	10,000.00	\$ 7,524.32	\$ -	75%
137	Removal of Structure and Obstruction	1	1.0000		LS	19,000.00	\$ 19,000.00	\$ -	100%
	Removal of Asbestos and Hazardous Materials – 3202								
138	Auburn Way South	1	1		LS	30,000.00	\$ 30,000.00	\$ -	100%
	Removal of Structures and Site Improvements – 3202								
139	Auburn Way South	1	1		LS	40,000.00	\$ 40,000.00	\$ -	100%
140	Remove Fence	1090	1130		LF	5.00	\$ 5,650.00	\$ -	104%
141	Remove and Reset Fence	100	100		LF	23.00	\$ 2,300.00	\$ -	100%
142	Roadway Excavation Including Haul	3600	3600		CY	26.00	\$ 93,600.00	\$ -	100%
143	Unsuitable Foundation Excavation	20	0		CY	22.00	\$ -	\$ -	0%
144	Gravel Borrow Including Haul	6310	1618.96		TON	15.00	\$ 24,284.40	\$ -	26%
145	Shoring or Extra Excavation Class B	3860	3860		SF	1.00	\$ 3,860.00	\$ -	100%
146	Construction Geotextile for Underground Drainage	2790	2790		SY	3.00	\$ 8,370.00	\$ -	100%
147	Crushed Surfacing Top Course	5	21.31		TON	50.00	\$ 1,065.50	\$ -	426%
148	Crushed Surfacing Base Course	3530	3965.64		TON	23.00	\$ 91,209.72	\$ -	112%
149	HMA Cl. 1/2-inch PG 64-22 (Class B)	2030	2290.01		TON	82.00	\$ 187,780.82	\$ -	113%
150	HMA Cl. 1-inch PG 64-22 (Class E)	2200	2769.69		TON	75.00	\$ 207,726.75	\$ -	126%
151	Asphalt Cold Patch Mix	114	113.13		TON	300.00	\$ 33,939.00	\$ -	99%
152	Commercial HMA	20	17.17		TON	125.00	\$ 2,146.25	\$ -	86%
153	Planing Bituminous Pavement	1485	2534.54		SY	4.00	\$ 10,138.16	\$ -	171%
154	Overflow Structure	1	1		EA	4,500.00	\$ 4,500.00	\$ -	100%
155	Permeable Ballast	765	618.5		TON	16.00	\$ 9,896.00	\$ -	81%
156	Plugging Existing Pipe	6	6		EA	190.00	\$ 1,140.00	\$ -	100%
157	Biofiltration Unit 4' x 4'	2	2		EA	18,600.00	\$ 37,200.00	\$ -	100%
158	Biofiltration Unit 6' x 4'	1	1		EA	21,700.00	\$ 21,700.00	\$ -	100%
159	Biofiltration Unit and Infiltration Trench System B	1	1		LS	21,300.00	\$ 21,300.00	\$ -	100%
160	Biofiltration Unit and Infiltration Trench System C	1	1		LS	22,900.00	\$ 22,900.00	\$ -	100%
161	Biofiltration Unit and Infiltration Trench System D	1	1		LS	20,300.00	\$ 20,300.00	\$ -	100%
162	Biofiltration Unit and Infiltration Trench System E	1	1		LS	21,200.00	\$ 21,200.00	\$ -	100%

SCHEDULE TOTAL \$ 10,259.28

CA.G

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

Page 64 of 87

CITY OF AUBURN
CP1119
PAY ESTIMATE #12 & FINAL

CO. NO. 14-19
AWS Corridor Improvements-Fir to Hemlock
SCHEDULE A: Street & Storm Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
163	Biofiltration Unit and Infiltration Trench System F	1	1		LS	25,200.00	\$ 25,200.00	\$ -	100%
164	Biofiltration Unit and Infiltration Trench System G	1	1		LS	25,100.00	\$ 25,100.00	\$ -	100%
165	Infiltration Gallery	1	1		LS	30,800.00	\$ 30,800.00	\$ -	100%
166	Solid Wall PVC Storm Sewer Pipe, 12 inch Diam.	1618	1618		LF	47.00	\$ 76,046.00	\$ -	100%
167	Storm Sewer Television Inspection	1618	1618		LF	2.00	\$ 3,236.00	\$ -	100%
168	Catch Basin Type 1	4	4		EA	1,300.00	\$ 5,200.00	\$ -	100%
169	Catch Basin Type 2, 48 In. Diam.	7	7		EA	2,300.00	\$ 16,100.00	\$ -	100%
	Catch Basin Type 2, 54 In. Diam. with Oil/Water								
170	Separator	1	1		EA	3,500.00	\$ 3,500.00	\$ -	100%
171	Adjust Catch Basin	4	11.33333		EA	300.00	\$ 3,400.00	\$ -	283%
172	Select Pipe Trench Backfill	59	0		TON	18.00	\$ -	\$ -	0%
173	Imported Pipe Bedding	960	947.97		TON	16.00	\$ 15,167.52	\$ -	99%
174	Imported Pipe Trench Backfill	720	840.32		TON	16.00	\$ 13,445.12	\$ -	117%
175	Control Density Fill (CDF) for Trench Backfill	106	46		CY	160.00	\$ 7,360.00	\$ -	43%
176	Temporary Water Pollution/Erosion Control	1	0.0508		Eq. Adj.	40,000.00	\$ 2,033.81	\$ -	5%
177	SWPPP Preparation and General Permit Compliance	1	1		LS	2,500.00	\$ 2,500.00	\$ -	100%
178	ESC Lead	34	14		Days	125.00	\$ 1,750.00	\$ -	41%
179	Silt Fence	1103	1115		LF	6.00	\$ 6,690.00	\$ -	101%
180	High Visibility Fence	640	1180		LF	3.00	\$ 3,540.00	\$ -	184%
181	Inlet Protection	15	15		EA	75.00	\$ 1,125.00	\$ -	100%
182	Topsoil Type A	30	60		CY	50.00	\$ 3,000.00	\$ -	200%
183	Root Control Barrier	320	300		LF	5.00	\$ 1,500.00	\$ -	94%
184	Bark Mulch	15	85		CY	50.00	\$ 4,250.00	\$ -	567%
185	Tree Grate and Frame	7	14		EA	1,400.00	\$ 19,600.00	\$ -	200%
	PSIPE Prunus serrulata 'Royal Burgundy' (Royal								
186	Burgundy Cherry) 2-inch Caliper	18	16		EA	510.00	\$ 8,160.00	\$ -	89%
	('Atropurpurea nana') (Crimson Pygmy Dwarf Barberry)								
187	2 Gal.	27	27		EA	70.00	\$ 1,890.00	\$ -	100%
	PSIPE Cotoneaster Dammeri (Bearberry Cotoneaster)								
188	2 Gal.	27	27		EA	48.00	\$ 1,296.00	\$ -	100%
	PSIPE Prunus Laurocerasls 'Mount Vernon' (Mount								
189	Vernon Dwarf English Laurel) 2 Gal.	45	45		EA	70.00	\$ 3,150.00	\$ -	100%
	PSIPE Yucca Filamentosa 'Variegata' (Variegated								
190	Yucca) 2 Gal.	27	30.8571428		EA	70.00	\$ 2,160.00	\$ -	114%
191	Property Restoration	1	1.192904	0.552524	Eq. Adj.	5,000.00	\$ 5,964.52	\$ 2,762.62	119%
192	Cement Concrete Traffic Curb and Gutter	1858	1878		LF	17.00	\$ 31,926.00	\$ -	101%
193	Cement Concrete Traffic Curb	371	374		LF	24.00	\$ 8,976.00	\$ -	101%
194	Rolled Curb	20	22		LF	35.00	\$ 770.00	\$ -	110%
195	Extruded Cement Concrete Curb Type 3	333	488		LF	6.00	\$ 2,928.00	\$ -	147%
196	Residential Driveway Apron	44	143.5588		SY	70.00	\$ 10,049.12	\$ -	326%

SCHEDULE TOTAL \$ 13,021.90

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

CA.G

Page 65 of 87

CITY OF AUBURN
CP1119
PAY ESTIMATE #12 & FINAL

CO. NO. 14-19
AWS Corridor Improvements-Fir to Hemlock
SCHEDULE A: Street & Storm Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
197	Industrial or Commercial Driveway Apron	50	50.4744		SY	75.00	\$ 3,785.58	\$ -	101%
198	Precast Dual Faced Sloped Mountable Curb	422	421		LF	25.00	\$ 10,525.00	\$ -	100%
199	Raised Pavement Marker Type 2	163	170	170	EA	4.00	\$ 680.00	\$ 680.00	104%
200	Temporary Chain Link Fence	220	366		LF	5.00	\$ 1,830.00	\$ -	166%
201	Chain Link Fence Type 3	815	621		LF	22.00	\$ 13,662.00	\$ -	76%
202	Chain Link Fence Type FAA	245	220		LF	28.00	\$ 6,160.00	\$ -	90%
203	Monument Type B (Modified)	1	0		EA	850.00	\$ -	\$ -	0%
204	Pervious Concrete Sidewalk	2260	1724.8		SY	57.00	\$ 98,313.60	\$ -	76%
205	Cement Concrete Curb Ramp Type Parallel A	1	1		EA	1,800.00	\$ 1,800.00	\$ -	100%
206	Cement Concrete Curb Ramp Type Perpendicular A	6	6		EA	1,100.00	\$ 6,600.00	\$ -	100%
207	Cement Concrete Curb Ramp Type Single Direction	2	2		EA	2,500.00	\$ 5,000.00	\$ -	100%
	Cement Concrete Curb Ramp Type Cement Concrete								
208	Sidewalk Terminal	2	2		EA	1,100.00	\$ 2,200.00	\$ -	100%
209	Median Maintenance Strip	450	455		LF	20.00	\$ 9,100.00	\$ -	101%
210	Aggregate Subbase	0	0		TON	55.00			
211	Mailbox Support Type 1	1	1		EA	300.00	\$ 300.00	\$ -	100%
212	Illumination System, Complete	1	1		LS	67,000.00	\$ 66,999.98	\$ -	100%
213	Traffic Signal System, Complete	1	1		LS	300,000.00	\$ 299,999.80	\$ -	100%
214	Intelligent Transportation System, Complete	1	1		LS	34,000.00	\$ 34,000.00	\$ -	100%
215	Conduit Pipe 3 Inch Diameter	1000	1000		LF	5.00	\$ 5,000.00	\$ -	100%
216	Permanent Signing	1	1		LS	4,500.00	\$ 4,500.00	\$ -	100%
217	Paint Line	3606	4036	160	LF	0.50	\$ 2,018.00	\$ 80.00	112%
218	Plastic Wide Lane Line	539	544	200	LF	2.00	\$ 1,088.00	\$ 400.00	101%
219	Plastic Crosswalk Stripe and Stop Bar (24 inch wide)	594	552	30	LF	7.00	\$ 3,864.00	\$ 210.00	93%
220	Plastic HOV Lane Symbol	4	0		EA	50.00	\$ -	\$ -	0%
221	Plastic Traffic Arrow	12	19.7438	19.7438	EA	80.00	\$ 1,579.50	\$ 1,579.50	165%
222	Plastic Traffic Letter	34	72	72	EA	50.00	\$ 3,600.00	\$ 3,600.00	212%
223	Removal of Plastic Markings	3	3		EA	80.00	\$ 240.00	\$ -	100%
224	Removing Paint Line	170	4170		LF	0.90	\$ 3,753.00	\$ -	2453%
225	Temporary Pavement Marking	7400	6396		LF	0.20	\$ 1,279.20	\$ -	86%
226	Modular Block Gravity Wall	510	458		SF	38.00	\$ 17,404.00	\$ -	90%
227	Rock for Rock Wall	14	15.86		TON	425.00	\$ 6,740.50	\$ -	113%
CO-2	Quantity Adjustment for Bl#210								
CO-2-4	Aggregate Subbase Revised	950	589.71		TON	26.00	\$ 15,332.46	\$ -	62%
CO-3-4	Weekend Paving Premium	1	1		LS	8,902.50	\$ 8,902.50	\$ -	100%
CO-3-5	Paving Material Transfer Device	1	1		TON	6,000.00	\$ 6,000.00	\$ -	100%
CO-3	Quantity Adjustment for Bl#151								

SCHEDULE TOTAL \$ 19,571.40

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

CA.G

Page 66 of 87

CITY OF AUBURN
CP1119
PAY ESTIMATE #12 & FINAL

CO. NO. 14-19
AWS Corridor Improvements-Fir to Hemlock
SCHEDULE B: Sanitary Sewer Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
228	Minor Changes	1	0		Eq. Adj.	2,000.00	\$ -	\$ -	0%
229	Mobilization	1	1		LS	1,000.00	\$ 1,000.00	\$ -	100%
230	Traffic Control Labor (Min. Bid \$34.00 per hour)	32	91		HR	60.00	\$ 5,460.00	\$ -	284%
231	Plugging Existing Pipe	2	2		EA	100.00	\$ 200.00	\$ -	100%
232	Remove Existing Manhole (Sewer)	1	1		EA	750.00	\$ 750.00	\$ -	100%
233	Adjust Manhole	4	0		EA	300.00	\$ -	\$ -	0%
	6-inch Diam. PVC Side Sewer with 6-inch Diam. PVC								
234	Cleanout	165	165.6		LF	60.00	\$ 9,936.00	\$ -	100%
	8-inch Diam. PVC Side Sewer with 8-inch Diam. PVC								
235	Cleanout	104	161		LF	60.00	\$ 9,660.00	\$ -	155%
236	Temporary Water Pollution/Erosion Control	1	0		Eq. Adj.	500.00	\$ -	\$ -	0%

SCHEDULE TOTAL \$ -

CA.G

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

Page 67 of 87

CITY OF AUBURN
CP1119
PAY ESTIMATE #12 & FINAL

CO. NO. 14-19
AWS Corridor Improvements-Fir to Hemlock
SCHEDULE C: Water Utility Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
237	Minor Changes	1	0.7656425		Eq. Adj.	4,000.00	\$ 3,062.57	\$ -	77%
238	Potholing	2	2		EA	1,200.00	\$ 2,400.00	\$ -	100%
239	Mobilization	1	1		LS	2,500.00	\$ 2,500.00	\$ -	100%
240	Traffic Control Labor (Min. Bid \$34.00 per hour)	32	79		HR	60.00	\$ 4,740.00	\$ -	247%
241	Plugging Existing Pipe	0	0		EA	100.00	\$ -	\$ -	0%
242	Adjust Valve Box	8	0		EA	125.00	\$ -	\$ -	0%
243	Hydrant Assembly	1	1		EA	9,000.00	\$ 9,000.00	\$ -	100%
244	Moving Existing Hydrant	1	1		EA	8,000.00	\$ 8,000.00	\$ -	100%
245	Water Service Connection ¾ inch Meter with 1 inch Diam. Service Line	0	0		EA	2,250.00	\$ -	\$ -	0%
246	Temporary Water Pollution/Erosion Control	1	0		Eq. Adj.	1,000.00	\$ -	\$ -	0%
CO-1 Quantity Adjustment for Bl#s 241, 245									
CO-1-1	12-Inch Water Main Replacement	1	1		LS	227,114.95	\$ 227,114.95	\$ -	100%
CO-2-3	Asphalt Cold Patch Mix	40	27.52		Ton	300.00	\$ 8,256.00	\$ -	69%
CO-2-5	Emergency Sewer Repair	1	0.9044285		Eq. Adj.	14,000.00	\$ 12,662.00	\$ -	90%

SCHEDULE TOTAL \$ -

CA.G

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

Page 68 of 87

h:\proj\pe\CP1119 PE.xls

5 of 8

5/10/2016 at 3:52 PM

CITY OF AUBURN
CP1119
PAY ESTIMATE #12 & FINAL

CO. NO. 14-19
AWS Corridor Improvements-Fir to Hemlock
SCHEDULE D: Joint Utility Trench

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTIT	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
247	Minor Changes	1	0.1185726		Eq. Adj.	15,000.00	\$ 1,778.59	\$ -	12%
248	Contractor Roadway and Utility Survey	1	1		LS	3,000.00	\$ 3,000.00	\$ -	100%
249	Potholing	6	8		EA	1,200.00	\$ 9,600.00	\$ -	133%
250	Mobilization	1	1		LS	1,000.00	\$ 1,000.00	\$ -	100%
251	Traffic Control Labor (Min. Bid \$34.00 per hour)	950	906		HR	60.00	\$ 54,360.00	\$ -	95%
252	Traffic Control Supervisor	1	1,000		LS	3,500.00	\$ 3,500.00	\$ -	100%
253	Sequential Arrow Sign	30	10		DAY	25.00	\$ 250.00	\$ -	33%
254	Portable Changeable Message Sign	30	40		DAY	25.00	\$ 1,000.00	\$ -	133%
	Structure Excavation Class B Incl. Haul for Joint								
255	Trench (Including Vault Excavation)	2200	2200		CY	15.00	\$ 33,000.00	\$ -	100%
256	Shoring or Extra Excavation Class B for Joint Trench	10471	12332		SF	1.00	\$ 12,332.00	\$ -	118%
257	Asphalt Cold Patch Mix	5	157.73		TON	300.00	\$ 47,319.00	\$ -	3155%
258	Commercial HMA	10	0		TON	125.00	\$ -	\$ -	0%
259	Imported Pipe Trench Backfill	550	219.19		TON	15.00	\$ 3,287.85	\$ -	40%
260	Select Pipe Trench Backfill	910	384.47		TON	15.00	\$ 5,767.05	\$ -	42%
261	Temporary Water Pollution/Erosion Control	1	0		Eq. Adj.	10,000.00	\$ -	\$ -	0%
262	SWPPP Preparation and General Permit Compliance	1	1		LS	2,000.00	\$ 2,000.00	\$ -	100%
263	ESC Lead	15	2		Days	125.00	\$ 250.00	\$ -	13%
264	Joint Trench Pipe Zone Bedding, Including Haul	469	722.89		CY	40.00	\$ 28,915.60	\$ -	154%
265	Fluidized Thermal Backfill	49	89.5		CY	175.00	\$ 15,662.50	\$ -	183%
266	Install 253-TA Vault - Comcast	5	5		EA	650.00	\$ 3,250.00	\$ -	100%
267	Install Ped/Vault - Comcast	2	2		EA	800.00	\$ 1,600.00	\$ -	100%
268	Install Pedestal - Comcast	1	1		EA	800.00	\$ 800.00	\$ -	100%
269	Install 4-Inch Diameter Conduit - Comcast	3938	4237		LF	2.00	\$ 8,474.00	\$ -	108%
270	Install 4484-TA Vault- Century Link	2	2		EA	1,500.00	\$ 3,000.00	\$ -	100%
271	Install 264-TA Vault - Century Link	2	2		EA	1,000.00	\$ 2,000.00	\$ -	100%
272	4-Inch Diameter Conduit - Century Link	6271	6663		LF	5.00	\$ 33,315.00	\$ -	106%
273	Install Handhole - PSE	1	1		EA	450.00	\$ 450.00	\$ -	100%
274	Install Mini-Pad - PSE	3	3		EA	650.00	\$ 1,950.00	\$ -	100%
275	Install 4'8" Vault - PSE	1	1		EA	1,500.00	\$ 1,500.00	\$ -	100%
276	Install J-Box Vault - PSE	4	4		EA	750.00	\$ 3,000.00	\$ -	100%
277	Install Deep Pull Vault - PSE	1	1		EA	1,500.00	\$ 1,500.00	\$ -	100%
278	Install Switch Vault - PSE	1	1		EA	1,400.00	\$ 1,400.00	\$ -	100%
279	Install 2-Inch Diameter Conduit - PSE	326	185		LF	1.50	\$ 277.50	\$ -	57%
280	Install 3-Inch Diameter Conduit - PSE	294	276		LF	1.50	\$ 414.00	\$ -	94%
281	Install 4-Inch Diameter Conduit - PSE	5450	4941		LF	2.00	\$ 9,882.00	\$ -	91%
282	Install 6-Inch Diameter Conduit - PSE	3507	3843		LF	3.00	\$ 11,529.00	\$ -	110%
CO-1	Sand Bedding for JUT	469	722.89		CY	3.89	\$ 2,812.04	\$ -	154%
CO-2-6	Power Service Underground-3209 AWS	1	0.41214		Eq.Adj.	5,000.00	\$ 2,060.70	\$ -	41%
CO-2-7	Power Service Underground-3210 AWS	1	0.3671		Eq.Adj.	5,000.00	\$ 1,835.50	\$ -	37%

SCHEDULE TOTAL \$ -

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

CA.G

Page 69 of 87

**CITY OF AUBURN
PROJECT SUMMARY**

**CP1119, AWS Corridor Improvements-Fir to Hemlock
CO. NO. 14-19**

PAY ESTIMATE #12 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Street & Storm Utility Improvements					
Contract	\$ 2,354,580.00	\$ 72,137.50	\$ 2,422,784.62	\$ 19,571.40	100%
No Tax Applicable					
Bond In Lieu of Retainage					
SCHEDULE TOTAL	\$ 2,354,580.00	\$ 72,137.50	\$ 2,422,784.62	\$ 19,571.40	
SCHEDULE B: Sanitary Sewer Utility Improvements					
Contract	\$ 23,710.00	\$ -	\$ 27,006.00	\$ -	114%
Sales Tax (+9.5%)	\$ 2,252.45	\$ -	\$ 2,565.57	\$ -	
Bond In Lieu of Retainage					
SCHEDULE TOTAL	\$ 25,962.45	\$ -	\$ 29,571.57	\$ -	
SCHEDULE C: Water Utility Improvements					
Contract	\$ 34,520.00	\$ 248,324.95	\$ 277,735.52	\$ -	98%
Sales Tax (+9.5%)	\$ 3,279.40	\$ 23,590.87	\$ 26,384.87	\$ -	
Bond In Lieu of Retainage					
SCHEDULE TOTAL	\$ 37,799.40	\$ 271,915.82	\$ 304,120.39	\$ -	
SCHEDULE D: Joint Utility Trench					
Contract	\$ 279,563.00	\$ 10,000.00	\$ 314,072.33	\$ -	108%
Sales Tax (+9.5%)	\$ 26,558.49	\$ 950.00	\$ 29,836.87	\$ -	
Bond In Lieu of Retainage					
SCHEDULE TOTAL	\$ 306,121.49	\$ 10,950.00	\$ 343,909.20	\$ -	
TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)			\$ 3,100,385.79		101%
TOTAL PAYMENT TO CONTRACTOR			\$ 3,100,385.79	\$ 19,571.40	
PAYMENT DUE CONTRACTOR:				\$ 19,571.40	

Period Dates
Begin: Mar. 21, 2016
End: Apr. 20, 2016

CA.G

Page 70 of 87

PAY ESTIMATE # 12 & FINAL

CONTRACTOR:
Stan Palmer Construction
5108 SW Nixon Loop
Bremerton, WA 98312
Phone: 360-674-2100

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = \$ 19,571.40

Signatures:

Contractor



Date 5-11-16

Inspector



Date 5-10-16

Project Manager

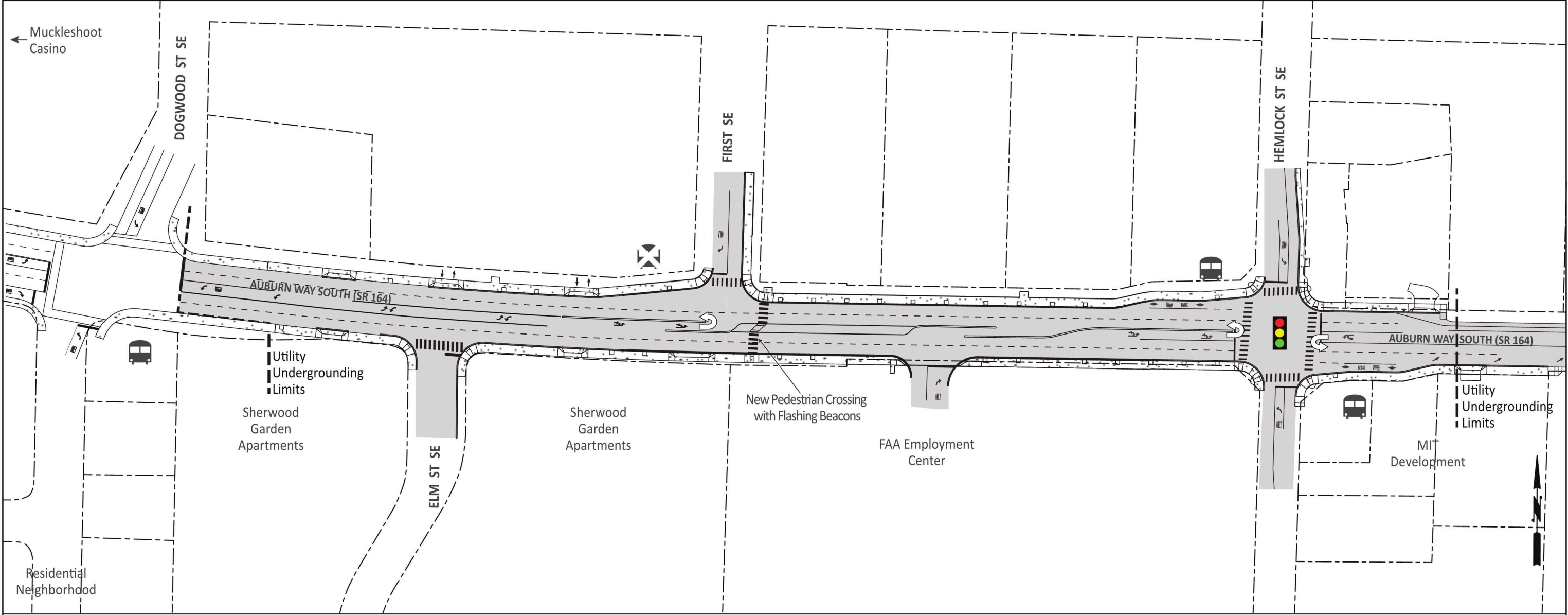


Date 5-11-16

City Engineer

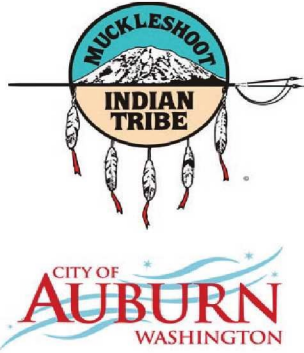
Date

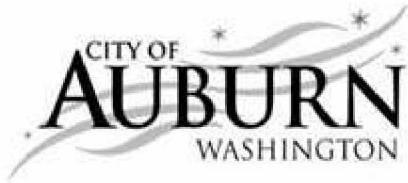
Auburn Way South Pedestrian and Corridor Improvements
Dogwood Street SE to Hemlock Street SE



LEGEND

- Bus Stop to be Removed/Relocated
- New/Relocated Bus Stop
- New Traffic Signal
- Access Management Curb
- Access Management Island
- U-turn Access to be Provided





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5231

Date:

May 11, 2016

Department:

Administration

Attachments:

[Resolution No. 5231](#)

[Action Plan Reallocation and Amendment](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5231.

Background Summary:

The preparation of an annual action plan is required by the U.S. Department of Housing and Urban Development (HUD) in order for the City to receive federal funds under the Community Development Block Grant (CDBG) program. The City operates under a Consolidated Plan that is currently in effect for 2015-2019. The Action Plan outlines proposed expenditures to implement the goals of the City's Consolidated Plan. It identifies federal and local funds expected to be available, indicates the activities on which they will be spent, and sets goals for the number and type of services expected to be provided.

The City of Auburn anticipates approximately \$430,000.00 of unused CDBG funds will be available for projects that are consistent with federal regulations and objectives and policies of the Auburn Consolidated Housing and Community Development Plan. Planned projects include preconstruction and planning for Auburn Youth Resources Arcadia House, Downtown Business Façade Improvements and rehabilitation of a City-owned transitional house.

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

Hinman

Meeting Date: May 16, 2016

Item Number: RES.A

RESOLUTION NO 5231

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AMENDING THE 2014 AND
2015 ANNUAL ACTION PLAN RELATED TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, the City of Auburn was designated as an entitlement community by the U.S. Department of Housing and Urban Development (HUD) for its Community Development Block Grant (CDBG) Program; and

WHEREAS, the primary objective of the Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, to reallocate funds from prior years' projects which are not active, the City of Auburn must amend the 2014 and 2015 Annual Action Plans for its Consolidated Plan, which serves as a federally required planning document to guide the City of Auburn's human service and community development efforts; and

WHEREAS, the planning process to develop the Consolidated Plan involved citizen participation and guidance from non-profit and governmental agencies serving low income residents in the community; and

WHEREAS, the City Council of the City of Auburn heard and considered public comment about its proposed use of Community Development Block Grant funds and amendment to the 2014 and 2015 Annual Action Plans;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DOES HEREBY RESOLVE TO

Section 1. The City hereby amends the 2014 and 2015 Annual Action Plans and adopts the amendment to its 2014 and 2015 Annual Action Plan Updates to the Consolidated Plan.

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

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

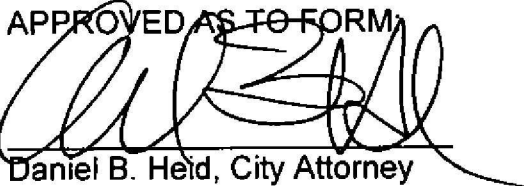
DATED and SIGNED this _____ day of _____, 2016.

NANCY BACKUS, MAYOR

ATTEST

Danielle Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Auburn anticipates funding for the duration of the Consolidated Plan from

- CDBG
- City of Auburn General Fund allocation for Community Services

Anticipated Resources

Program							Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
									Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	519,114	0	0	519,114	2,076,456							
General Fund	public - local	Public Services	500,000	0	0	500,000	2,000,000							

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Auburn relies on CDBG funds to support community and economic development projects and activities in efforts to support low to moderate income populations become self sufficient and sustain affordable housing. However, CDBG funds are not the only source of funds the City uses to support community projects and activities. The City's general funds are used to support community projects in addition to CDBG funds.

CDBG funds do not require matching funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

The City of Auburn will use CDBG funds to support all eligible projects and activities that align with CDBG guidelines and regulations.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order							Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Ensure a Suitable Living Environment	2015	2019	Non-Housing Community Development	Economic Opportunity Homeless Prevention and Intervention	CDBG: \$66,664	Public service activities other than Low/Moderate Income Housing Benefit: 15 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 55 Households Assisted							
2	End Homelessness	2015	2019	Homeless	Homeless Prevention and Intervention	CDBG: \$62,500	Homeless Person Overnight Shelter: 5 Persons Assisted Homelessness Prevention: 30 Persons Assisted							
3	Ensure Decent, Affordable Housing	2015	2019	Affordable Housing Public Housing	Affordable Housing Development and Preservation Neighborhood Revitalization	CDBG: \$289,950	Public service activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted Homeowner Housing Rehabilitated: 55 Household Housing Unit							
4	Planning and Administration	2015	2015	Planning and Administration		CDBG: \$100,000								

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Ensure a Suitable Living Environment
	Goal Description	
2	Goal Name	End Homelessness
	Goal Description	
3	Goal Name	Ensure Decent, Affordable Housing
	Goal Description	

4	Goal Name	Planning and Administration
	Goal Description	

Annual Action Plan 4
2015

OMB Control No: [2506-0117](#) (exp. 07/31/2015)

AP-35 Projects - 91.420, 91.220(d)

Introduction

Auburn's Annual Action Plan provides descriptions of proposals of how funds will be prioritized to achieve goals identified in the Consolidated Plan. Projects funded by the City will address the priority needs of providing assistance to prevent homelessness, ensure affordable housing and a suitable living environment. Projects and programs are selected through a competitive application process to ensure optimal quality services is provided to the community in use of the funds.

#	Project Name
1	HOUSING REPAIR
3	ADMINISTRATION
4	HEALTHPOINT
5	Employment Training Program
7	GRCC SMALL BUSINESS ASSISTANCE
8	Domestic Violence Emergency Housing
9	Downtown Business Facade Improvements
10	Auburn Youth Resources Arcadia House

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocations proposed are based on the assessment of Auburn's needs, the resources available in the region, the availability of other funds also focusing on needs, and the purpose of Consolidated Plan funds.

Should CDBG revenues exceed the proposed amount, the additional resources shall be allocated in accordance to the following guidelines:

- Fill gaps in human services primarily healthcare, homeless prevention and intervention and affordable housing accessibility.

- Increase funding for physical development activities including housing, community facilities and economic development.

If increases are not significant enough to enhance projects or activities funds may be placed in contingency for programming later in the year or the following program year.

Should CDBG revenues come in lower than anticipated; the City will continue with its planned policy and to the extent allowed reduce funding allocations in physical development projects and administrative activities. Public service project funds will not be decreased.

Should CDBG revenues come in less than originally proposed, the City will continue managing the programs with decreased resources to the extent possible and reduce funding allocations in administrative activities and not public services.

If exceeded revenues are not significant enough to enhance or fund a project, funds may be placed in contingency for programming later in the year or in the next program year.

Annual Action Plan 4
2015

OMB Control No: [2506-0117](#) (exp. 07/31/2015)

AP-38 Project Summary

Project Summary Information

Annual Action Plan 4
2015

OMB Control No: [2506-0117](#) (exp. 07/31/2015)

1	Project Name	HOUSING REPAIR
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Affordable Housing Development and Preservation Neighborhood Revitalization
	Funding	CDBG: \$249,950
	Description	Maintain the affordability of decent housing for very low-income Auburn residents by providing repairs necessary to maintain suitable housing for 55 Auburn homeowners, including 30 home-owners who are senior citizens and 5 homeowners who lack safe access in or out of their homes due to physical disabilities or impairment.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	Activities include minor home repairs.
2	Project Name	ADMINISTRATION
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$100,000
	Description	General administration and project management
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	Project Name	HEALTHPOINT
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment End Homelessness
	Needs Addressed	Homeless Prevention and Intervention Neighborhood Revitalization
	Funding	CDBG: \$62,500
	Description	Create a suitable living environment by making the availability of health care available to 235 or more low-income, Auburn residents by allocating \$62,500 to HealthPoint for the operation of its clinic in Auburn. This project is a public service.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Activities include medical and dental services to residents of Auburn.

4	Project Name	Employment Training Program
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment End Homelessness
	Needs Addressed	Homeless Prevention and Intervention Economic Opportunity
	Funding	CDBG: \$15,000
	Description	Create economic opportunities by providing training to approximately 15 very-low income Auburn residents so that at least half of them can find and sustain a job.This project is a public service.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Planned activities include employment assistance to Auburn residents.
5	Project Name	GRCC SMALL BUSINESS ASSISTANCE
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$40,000
	Description	Create economic opportunities by providing the availability and access to counseling and training for approximately 25 Auburn residents who are either trying to sustain or create a small business and collectively generate 10 or more jobs.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Business classes and other supportive assistance for business owners in Auburn to create or expand small businesses.
6	Project Name	Domestic Violence Emergency Housing
	Target	

	Area	
	Goals Supported	Ensure a Suitable Living Environment End Homelessness
	Needs Addressed	Homeless Prevention and Intervention
	Funding	CDBG: \$65,000
	Description	The city will rehab a home that is intended to provide emergency, transitional housing for victims of domestic violence and their children.
	Target Date	12/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	Two families escaping domestic violence situations will obtain emergency transitional housing.
	Location Description	612 9th Street East, Auburn, WA 98002
	Planned Activities	The city will rehabilitate a home intended for victims of domestic violence and their children. After rehabilitation the city will contract with a local provider to connect residents of the home with services targeted to domestic violence survivors to provide case management services as well as other wrap around services.
7	Project Name	Downtown Business Facade Improvements
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$50,000
	Description	Create economic opportunities by making available matching funds for facade improvements to Auburn small businesses with property in the downtown area.
	Target Date	12/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Provide matching funds to Auburn downtown businesses for facade improvement projects.
8	Project Name	Auburn Youth Resources Arcadia House
	Target Area	
	Goals	End Homelessness

Supported	
Needs Addressed	Homeless Prevention and Intervention
Funding	CDBG: \$261,552
Description	The Auburn Youth Resources Arcadia House is a drop-in center that serves a variety of homeless and at risk youth and young adults in the community. Participants have access to case management, basic needs, laundry, lockers, recreational activities, and free meals. Auburn's recent increase in homeless youth has lead to an increase in clients at Auburn Youth Resources (AYR) and there is a visible and urgent need for additional services for this population in the area. AYR has recently approached the city to support the expansion of Arcadia House to become a comprehensive continuum of care for runaway and homeless youth in one building. The new facility will offer a drop in day center and 15 units of transitional housing. All participants of Arcadia House will have access to case management services, laundry, showers, hygiene kits, lockers, recreational and skill building activities, as well as employment, education and health care services.
Target Date	12/30/2016
Estimate the number and type of families that will benefit from the proposed activities	15
Location Description	
Planned Activities	The city will designate \$261,552 for preconstruction activities which include: architectural work, engineering, geotechnical studies, boundary and topographical surveys, and project manager/consultants. The AYR development team has started with the requirements needed to effectively develop the building and add items as required by land use/zoning, site constraints, programmatic needs and other considerations. The development team consists of experienced consultants who are familiar with redeveloping long term sustainable projects at the most competitive cost possible. The development construction of the project will be by bid, providing the most competitive model for costs.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Auburn intends on distributing funds throughout the jurisdiction.

Geographic Distribution

Target Area	Percentage of Funds

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

n/a

Discussion

Due to the fact that areas of low-income and minority concentrations are dispersed throughout all of Auburn, the City intends on investing throughout the entire jurisdiction to ensure that all populations throughout the region have access to beneficial programs and housing opportunities.

Annual Action Plan 4
2015

OMB Control No: [2506-0117](#) (exp. 07/31/2015)

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Auburn will continue to work with service providers throughout the region in coordination to develop systems and strategies to promote their efforts in providing optimal, easily accessible services. The City will work to reduce the number of families in poverty, sustain relationships with employment training agencies, and work to preserve the affordable housing stock in our community.

Actions planned to address obstacles to meeting underserved needs

By establishing a strong foundation of networks between local service providers, stakeholders and government agencies through committees and coalitions, the City will work in partnership to address obstacles and ameliorate barriers to meeting underserved needs. The collaborated organizations will develop detailed strategic plans that will delegate tasks, build systems and ongoing assessment of service delivery.

Actions planned to foster and maintain affordable housing

The City will continue to maintain the affordability of decent housing for low income Auburn residents by allocating \$249,950 of CDBG funds to the City's Housing Repair Program. The program provides emergency repairs necessary to maintain safe housing for up to 55 Auburn homeowners, many of whom are senior citizens and/or are experiencing barriers safely accessing their homes due to physical disabilities or impairment.

In addition to Auburn's Housing Repair program, the City will maintain affordable housing by continuing to engage and partner with coalitions, committees and other government agencies to integrate and enhance efforts on the issue.

Actions planned to reduce lead-based paint hazards

The City of Auburn will continue to implement U.S. Department of Housing Urban Development (HUD) regulations to protect residents from lead-based paint hazards in housing that is financially assisted by the federal government. The requirements apply only to housing built prior to 1980, the year lead-based paint was banned nationwide for consumers.

Actions planned to reduce the number of poverty-level families

The City of Auburn's actions planned to reduce the number of poverty- level families include but are not limited to:

- Supporting programs and maintaining relationships with Auburn schools
- Allocating more than \$15,000 to employment and training programs
- Allocating more than \$60,000 to emergency assistance and basic need programs such

as food, financial assistance, clothing and healthcare

- Participate and partner with coalitions, committees and agencies that provide antipoverty services to develop and enhance strategies and efforts to reduce poverty level families
- Allocate more than \$45,000 to emergency shelters and transitional housing programs

Actions planned to develop institutional structure

The City's planned actions to address the gaps and weaknesses identified in the strategic plan include:

- Addressing the gaps in Veterans services by working closely with regional Veteran service providers, the WDVA, Seattle King County Veterans Consortium and the King County Veterans program to consolidate and improve accessibility and visibility of Veteran supportive programs. In 2014 the City of Auburn hired its first Veterans/Human Services Coordinator and Veteran Service AmeriCorps member to address these needs with an end goal of establishing a One Stop Center to support current Veterans as well as Veterans who will be entering civiling life in the near future.
- Maintaining partnerships with and participating in the South King County Homeless Coalition, the Committee to End Homelessness of King County and other regional human service providers, coalitions and committees who address homeless issues. The City will also continue to work collaboratively with partnering organizations and groups to integrate and enhance services to provide optimal services to individuals and families currently experiencing or at risk of homelessness. In addition the City will allocate more than \$45,000 to emergency shelters and transitional housing and more than \$60,000 to emergency services such as food, financial assistance, clothing and healthcare.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Auburn has heavily contributed and intends to continue cultivating relationships between public and private housing and social service agencies. In addition the City will continue to participate in collaborations with the South King County Homeless Forum, the South King County Council of Human Services, King County Housing Development Consortium and the Seattle-King County Joint Planners Meeting.

Discussion

The expressed goal of the City's Consolidated Plan is to reduce the number of people living in poverty within Auburn. The City intends to give funding priority to programs that in addition to complying with federal regulations and address a priority a outlined in the Consolidated Plan are consistent with all of the goals and objectives identified.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Auburn will use all CDBG funds to support projects and activities benefiting low and moderate income residents. The full allowable amount of funds will be used for Public Services and Planning and Administration with the remaining balance intended for housing rehab services and economic development.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

The City of Auburn will continue to use all of its funds to support residents of low/moderate income while maintaining a focus on underserved and special populations.

Annual Action Plan 4
2015

OMB Control No: [2506-0117](#) (exp. 07/31/2015)