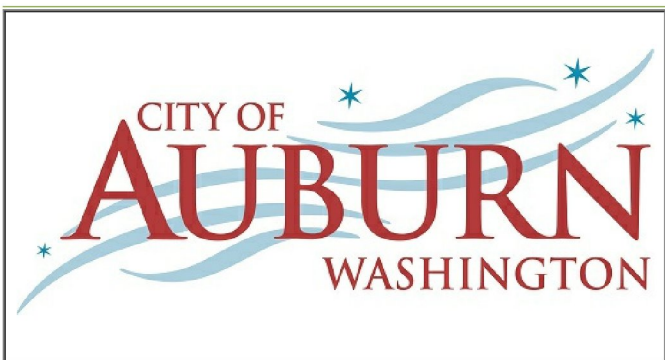


	City Council Meeting May 6, 2019 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. **Public Works Week Proclamation**
Mayor Backus to proclaim May 19-25, 2019 as Public Works Week in the city of Auburn.
- B. **Affordable Housing Week Proclamation**
Mayor Backus to proclaim May 13-17, 2019 as "Affordable Housing Week" in the city of Auburn.

III. APPOINTMENTS

- A. **Salary Commission**
City Council to confirm the appointment of Kristin Small to the Salary Commission for a four-year term to expire December 31, 2022.

(Recommended Action: Move to approve the appointment to the Salary Commission.)

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

- A. **Public Hearings - (No public hearing is scheduled for this evening.)**
- B. **Audience Participation**

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

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

VI. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council

Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

1. Finance Ad Hoc Committee (Chair Wales)

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 March 25, 2019, April 8, 2019 and April 22, 2019 Study Sessions
- B. Minutes of the August 16, 2016 and April 15, 2019 Special City Council Meetings
- C. Minutes of the April 15, 2019 Regular Council Meeting
- D. Claims Vouchers (Coleman)
Claims voucher list dated May 6, 2019 which includes voucher numbers 453359 through 453597 in the amount of \$1,471,748.49 and six wire transfers in the amount of \$789,310.71.
- E. Payroll Vouchers (Coleman)
Payroll check numbers 538422 through 538442 in the amount of \$578,111.75, electronic deposit transmissions in the amount of \$2,153,537.51 for a grand total of \$2,731,649.26 for the period covering April 11, 2019 to May 1, 2019.
- F. Setting Public Hearing Date for Franchise Agreement #19-09 (Gaub)
City Council to set a public hearing for Franchise Agreement No. 19-09, granting Fatbeam, LLC, a Washington Limited Liability Company, a franchise for telecommunications and related services
- G. Public Works Project No. CP1719 (Gaub)
City Council to award Contract No. 19-08, to Source Electric, LLC on their low bid of \$273,000.00 plus Washington State sales tax of \$27,300.00 for a total contract price of \$300,300.00 for Project No. CP1719, Sewer Pump Station Telemetry Improvements
- H. Public Works Project No. CP1829 (Gaub)
City Council to award Contract No. 19-07, to CPM Development Corporation DBA ICON Materials on their low bid of \$838,078.30 for Project No. CP1829, 2019 Citywide Patch and Overlay Project

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. RESOLUTIONS

A. Resolution No. 5418 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept and expend Federal Grant Funds to be administered through a Local Agency Agreement with the Washington State Department of Transportation for the Auburn Way S (SR 164) Curve Safety Improvements Poplar Street SE (MP 2.97) Vicinity

(RECOMMENDED ACTION: Move to adopt Resolution No. 5418.)

B. Resolution No. 5423 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee

(RECOMMENDED ACTION: Move to adopt Resolution No. 5423.)

C. Resolution No. 5421 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the vacation of right-of-way of a portion of B Street SE, south of 2nd Street SE, within the City of Auburn, Washington

(RECOMMENDED ACTION: Move to adopt Resolution No. 5421.)

XI. MAYOR AND COUNCILMEMBER REPORTS

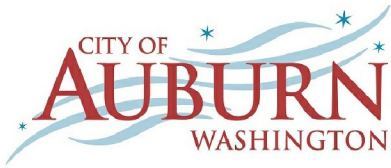
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

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.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the March 25, 2019, April 8, 2019 and April 22, 2019 Study Sessions

Date:

April 18, 2019

Department:

Administration

Attachments:

[03-25-2019 Minutes](#)

[04-08-2019 Minutes](#)

[04-22-2019 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

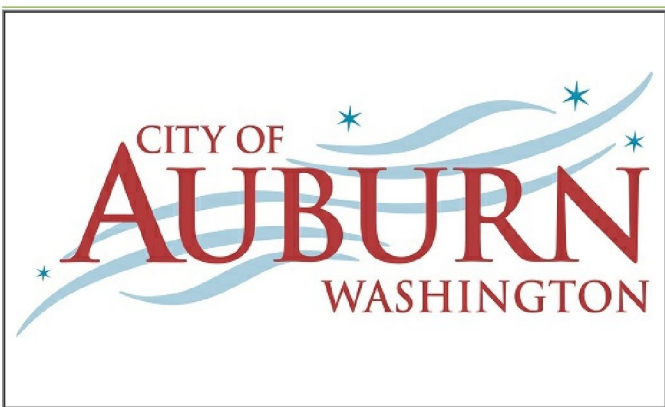
Revised Budget: \$0

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

Meeting Date: May 6, 2019

Staff:

Item Number: CA.A

	City Council Study Session Muni Services SFA March 25, 2019 - 5:30 PM City Hall Council Chambers AGENDA Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

Deputy Mayor Pelozza called the meeting to order at 5:31 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

Councilmembers present: Deputy Mayor Bill Pelozza, Bob Baggett, Claude DaCorsi, John Holman, Yolanda Trout-Manuel and Largo Wales.
Councilmember Larry Brown was excused.

Mayor Nancy Backus and the following department directors and staff members were present: Assistant City Attorney Kendra Comeau, Director of Public Works Ingrid Gaub, Director of Finance Shelley Coleman, Director of Parks and Recreation Daryl Faber, Assistant Director of Engineering Jacob Sweeting, Human Resources and Risk Management Candis Martinson, Director of Innovation & Technology David Travis, Director of Community Development Jeff Tate, Director of Administration Dana Hinman, Capital and Construction Engineering Manager Ryan Vondrak, Assistant Director of Public Works Services Randy Bailey, Project Engineer Jeffrey Bender, Project Engineer Kim Truong, Fleet and General Services Manager Tyler Thompson, Police Chief Bill Pierson, Police Commander Steve Stocker and Deputy City Clerk Teresa Mattingly.

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There was no announcement, report or presentation.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No.6712 BA#1 (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6693, the 2019-2020 Biennial Operating Budget ordinance, authorizing amendment to the City of Auburn 2019-2020 budget as set forth in schedule "A" and schedule "B"

Director Coleman reviewed Budget Amendment No. 1 for the 2019-2020 budget and discussed funds carried over from 2018, new grant revenues,

new funding requests and projects that are from the General Fund.

Council discussed when projects would start and funding distribution. Director Gaub advised Council the funding will be distributed as projects move forward, they are currently under design and intend to go to construction soon. Council also discussed the potential budget deficient, new funding requests, projects that come out of the General Fund, the cost of having the Auburn magazine published with an outside vendor, potential areas for staffing and project cuts and the option of delaying projects.

Chief Pierson explained the benefits of implementing the Electronic Ticketing System, and it was funded in part with revenue accrued from Traffic School. Mayor Backus advised Council the Auburn magazine is designed in house, Council needs to determine their budget priorities and she stated there is a potential of a budget short fall if the City does not increase revenue based on the City's growth.

B. 4th Quarter 2018 Financial Report (Coleman)

Director Coleman reviewed the 4th Quarter 2018 Financial Report, expenditure increases and decreases, General Fund revenues, P-Card statistics and the investment portfolio.

Council discussed non-departmental funding, how P-Cards are monitored and the cost of replacing batteries for golf carts versus replacing golf carts.

Councilmember Wales requested SCORE fees, and the amount being spent on homelessness and wellness.

Director Faber advised Council that the cost of a golf cart is \$4500, batteries are \$900, the average use of a golf cart is six years with an average revenue of \$150,000.

C. Electric Vehicle Update (Gaub)

Deputy Mayor Peloza called for a 10 minute recess at 7:12 p.m. the meeting reconvened at 7:21 p.m.

Assistant Director Bailey and Fleet Manager Thompson discussed replacing the Administration's Prius cars with the Chevy Volt, charging stations, their locations, the key management system, vehicle reservations, and the key box location.

Council discussed how the charging stations work and they can only be used by City vehicles.

D. Parks Levy (Peloza)

Discussion of County Executive Constantine's proposed Parks Levy

Deputy Mayor Peloza moved Item "D" Parks Levy before Item "C" Electric Vehicle Update.

Deputy Mayor Peloza introduced King County Councilmember Claudia Balducci, Bob Burns with King County Department of Natural Resources and Parks, and Heidi Kandathil with King County Parks and provided a summary of the proposed Parks Levy renewal.

Councilmember Balducci reviewed the proposed Parks Levy Renewal for 2020-2025 Ordinance 2019-0084, which would place a proposition on the August 6, 2019 ballot authorizing a six year, \$738 million property tax levy to support parks and to acquire and maintain open spaces. She also discussed planned funding, investments, projects, grants and the current levy Ordinance 17-0568. Mr. Burns explained how trails will be funded for improvements.

Council discussed how millage rates are calculated, grants, competing interests, projected investments, and how much the City of Auburn receives from the current levy.

Director Faber advised Council the City receives approximately \$160,000 per year from the current Parks Levy and stated the changes made with King County in the last month will be beneficial to the City, but stated his concerns about the decrease for open space acquisition from \$35 million to \$25 million.

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Plastic Bag Ban (Tate)

Councilmember DaCorsi presided over the Public Works and Community Development section of the meeting.

Director Tate discussed the single use plastic bag ban, the status of the Washington State Legislature's review of the law, types of bags that can and cannot be allowed, exemptions, the law would go into effect on July 1, 2019, enforcement is complaint based with potential fines of \$250, and the \$0.08 fee requirement on recycled content paper carryout bags which covers the grocery stores cost of the bags.

B. Capital Projects Status Report (Gaub)

Manager Vondrack and Engineer Troung presented Council with the Capital Project Status Report. Manager Vondrack reviewed the status of the 39 active Capital Projects and upcoming Capital Projects. Engineer Troung provided an update on the A Street SE Corridor and discussed the importance of the preservation program.

Councilmember Wales thanked the Parks Department for the work they have done on the A Street corridor hedge and Councilmember DaCorsi asked about the status of the Airport project, which Manger Vondrak stated

construction is projected to start summer of 2019 and would increase the runway to 3841 feet.

C. Utility Undergrounding Code Revisions - Ordinance No. 6713 (Gaub)

Assistant Director Sweeting discussed the Utility Undergrounding Code revisions, requirements, exemptions and conversions of existing aerial systems, the benefits of doing the conversion by the City, aerial service exclusions and financial responsibilities.

Council discussed the cost to residents with the code revision and the option of having all lines on the right away underground. Director Gaub advised Council that some of the lines are transmission lines and cannot be underground.

V. MUNICIPAL SERVICES DISCUSSION ITEMS

A. 2018 Inspectional Services Reports (Pierson)

Police Commendations, Inquiries and Investigations, and Use of Force Analysis

Chief Pierson and Commander Stocker reviewed the 2018 Inspectional Services Reports, CIA Summary, commendations, internal investigations, supervisory inquiries, allegations, collisions, corrective action for collisions, combined discipline, use of force comparison, force types, effective versus non effective force types, force used resulting in injury, force incidents, time of day, reason for use of force, and biased based policing analysis.

Council discussed the possible causes for the increase in the number of incidents in 2018.

Councilmember Wales requested data on repeat offenders and types of crimes they are committing.

Chief Pierson said they would look at that data and get back to Council.

B. Parks and Recreation Update (Faber)

Director Faber provided Council with a Parks and Recreation update and reviewed the organizational structure, the number of full time employees, community events, benefits of the parks, services and funding structure, general fund expenditures, recreation programs, facility rentals, and parks maintenance. He also discussed the City of Everett's parks maintenance study, what Auburn has done to maintain costs, potential sites and funding for the Peter B. Lewis Park, 104th Street/Green River Park, Jacobsen Tree Farm Park, and the Arts and Culture Center including: Auburn Alleyway Project and the Auburn Avenue Theater.

Council asked how many special need residents use City services and how Earth Day can be used for potential projects. Director Faber advised Council he did not have an exact number of special need residents using

City services, he will provide Council the data when it is available.

VI. OTHER DISCUSSION ITEMS

There was no other discussion items.

VII. NEW BUSINESS

There was no new business.

VIII. MATRIX

A. Matrix

Council discussed the matrix and requested item number 9 be updated to ongoing and added Emergency Management Training with the date to be determined.

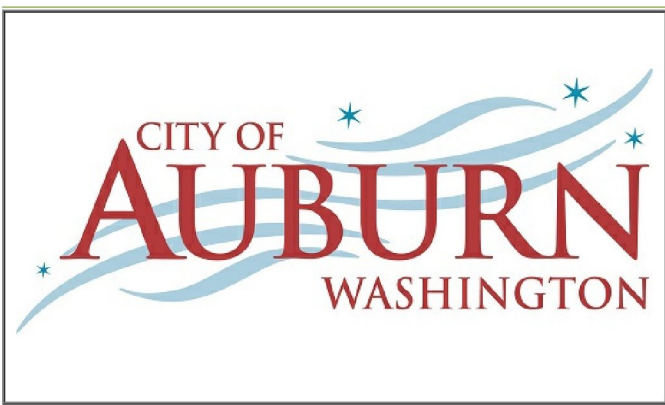
IX. ADJOURNMENT

There being no further discussion, the meeting adjourned at 8:49 p.m.

APPROVED this 6th day of May, 2019.

BILL PELOZA , DEPUTY MAYOR Teresa Mattingly, Deputy City Clerk

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	City Council Study Session Community Wellness Special Focus Area April 8, 2019 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

A. Roll Call

Councilmembers present: Deputy Mayor Pelozza, Bob Baggett, Larry Brown, Claude DaCorsi, John Holman, Yolanda Trout-Manuel and Largo Wales.

Mayor Nancy Backus and the following directors and staff were in attendance: Director of Public Works Ingrid Gaub, Airport Manager Tim Mensonides, Director of Innovation and Technology David Travis, Assistant City Attorney Doug Ruth, Chief Prosecutor Harry Boesche, Police Commander Dave Colglazier, Detective Charlene Hoch, Director of Finance Shelley Coleman, Director Community Development Jeff Tate, Community Services Manager Joy Scott, Economic Development Manager Doug Lein, Economic Development Coordinator Tonya Carter and City Clerk Shawn Campbell.

II. ANNOUNCEMENTS REPORTS AND PRESENTATIONS

There were no announcements, reports of presentations.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Airport Advisory Board 2019 Work Plan and General Update (Gaub) (15 Minutes) (5:35 p.m.)

Director Gaub, Chair of the Airport Board Deana Clark and Airport Manager Tim Mensonides presented Council with the 2019 Airport Board Work and an update on the Airport.

Manager Mensonides updated Council on the transition of bringing the Airport in-house from the outside vendor. He also shared information about Airport Appreciation Day and invited Council to attend.

Ms. Clark presented Council with the Airport Board work plan. She explained the composition review, the economic development update, the Airport marketing plan, proposed Airport zoning updates, long term capital and financial assessment and the Airport Board strategic plan.

Council asked about capital projects in progress and upcoming, the zoning update and the runway extension.

B. Economic Development Strategic Plan Update (Hinman) (60 Minutes) (5:50 p.m.)

Manager Lein introduced Jeff Marcell from TIP Strategies, Lanzi Li from Hartland and Aaron Farmer from Retail Coach.

Mr. Marcell provided Council a brief history of their work with the City. He stated the City is two years into the ten year Economic Development Plan. He reviewed the components of the plan, the RFP and the schedule for creating the 10 Year Economic Development Plan.

Mr. Farmer presented Council with the 2019 Retail Market Analysis and the Retail Gap Analysis.

Council discussed the need to replace businesses like Rottels and Nelsons Jewelry, the reasons for large department stores downsizing or closing, the convenience of online shopping, the best place to focus future retail business and ideas to improve the Auburn Way South corridor.

Ms. Li reviewed the market and development assessment update and the market capacity analysis.

Mr. Marcell provided Council with the progress on the 10 Year Economic Development Plan, highlights and a scorecard for the 10 Year Economic Development Plan and the Auburn Economic Dashboard.

Deputy Mayor Pelosa called a 10 minute recess at 6:58 p.m. The Meeting reconvened at 7:10 p.m.

IV. COMMUNITY WELLNESS DISCUSSION ITEMS

A. Sundown and Ray of Hope Update (Hinman) (20 Minutes) (6:50 p.m.)

An update from Debbie Christian of the Auburn Food Bank on the homeless sheltering and response.

Councilmember Trout-Manuel presided over the Community Wellness section of the meeting.

Debbie Christenson, Executive Director of the Auburn Food Bank, presented Council with an update for the Ray of Hope shelter.

Council asked about participants cleaning up around the City, the One

Night Count, the clients from Ray of Hope, the Auburn food bank, the Sundown Overnight Shelter, participants with medical needs, treatment facilities, assistance with housing deposits and assistance for veterans.

B. CDBG Consolidated Plan Overview (Tate) (30 Minutes) (7:10 p.m.)

Director Tate introduced Community Services Manager Joy Scott and Valarie Kendall and Isaac Horwith from King County Department of Community and Human Services.

Manager Scott presented Council an update on the Community Development Block Grant (CDBG) Consolidated Plan. The City of Auburn's plan is linked with King County, the City of Federal Way, the City of Kent and the City of Bellevue. She reviewed the Consolidated Plan timeline and next steps to complete the plan. She also reviewed how the City is required to develop the 2020-2024 Consolidated Plan.

Ms. Kendall explained what the Consolidated Plan entails, who the grant funds benefit, the HUD funding and King County Consortium grants.

Council discussed the allocations for 2019, permitting required for projects, entitlement program and where the content of the Plan comes from.

Mr. Horwith reviewed the analysis of impediments to fair housing choices.

C. Domestic Violence Update (Pierson/Gross) (10 Minutes) (7:40 p.m.)

Chief Prosecutor Boesche and Detective Hoch presented Council with a Domestic Violence update.

Detective Hoch shared with Council what is considered domestic violence and a couple of sample cases.

Chief Prosecutor Boesche provided Council with a typical sequence of events for the prosecutors office on a domestic violence case.

Council discussed the difference between a felony, a gross misdemeanor and a misdemeanor, the City's conviction rate, possible reasons for a Judge to deviate from the prosecutors recommendations, King County prosecutors prosecution rate and if the time of year shows an increase in assaults.

V. OTHER DISCUSSION ITEMS

There were no other discussion items.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Council discussed the Matrix and no items were added.

VIII. ADJOURNMENT

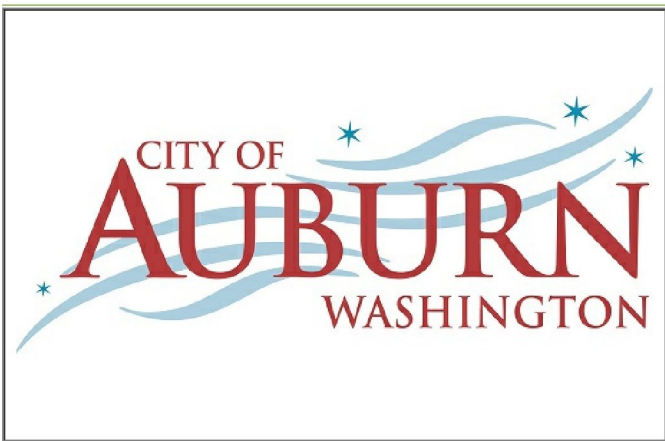
There being no further discussion, the meeting was adjourned at 8:42 p.m.

APPROVED this 6th day of May, 2019.

BILL PELOZA, DEPUTY MAYOR

Shawn Campbell, City Clerk

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	City Council Study Session Finance, Technology and Economic Development Special Focus Area April 22, 2019 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

A. Roll Call

Councilmembers present: Deputy Mayor Bill Peloza, Bob Baggett, Larry Brown, Claude DaCorsi, John Holman, Yolanda Trout-Manuel and Largo Wales.

Mayor Nancy Backus and the following department directors and staff members were present: Assistant City Attorney Kendra Comeau, Director of Administration Dana Hinman, Director of Human Resources & Risk Management Candis Martinson, Director of Public Works Ingrid Gaub, Director of Parks & Recreation Daryl Faber, Director of Innovation & Technology David Travis, Director of Community Development Jeff Tate, Assistant Director of Engineering Jacob Sweeting, Right-of-Way Specialist Amber Price, Senior Transportation Planner Cecile Malik, Real Property Analyst Josh Arndt, Senior Traffic Engineer James Webb, Planning Services Manager Jeff Dixon, Police Commander Daniel O'Neil, and Deputy City Clerk Teresa Mattingly.

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. Racial Equity Presentation (Martinson)

Director Martinson introduced Bernardo Ruiz with Racing to Equity. Mr Ruiz reviewed the Racial Equity and Social Justice Program proposal previously presented to Council. Director Martinson discussed revisions to the work plan including: education, creating an Equity Team, and the timeline for implementing training with the Management Team and Council.

Mr. Ruiz discussed the importance of developing trust with the Leadership Team to advance racial equity and the benefits of the program including: increasing education level, increasing jobs, increased revenue, reducing liability risks and reducing inequities that have been produced by city

governments.

Council discussed their excitement around implementing the Racial Equity and Social Justice Program in the City of Auburn and the importance of moving forward with the program. Council wants to ensure the program will be all-inclusive for residents with disabilities, gay and lesbian groups, veterans and the elderly. They also discussed the City's budget, the cost of the program for the City and staff, add campaigns and the contract term.

Director Martinson advised Council that with the revisions on the initial proposals for 2019 the cost has been decreased from \$150,000 to \$98,000 and in year two of the plan the cost has been decreased from \$199,000 to \$179,000.

Mayor Backus discussed Council's decision to call Auburn a Welcoming City, the importance of spending money to ensure everyone feels comfortable calling Auburn home and the potential return on the investment.

Councilmember Wales requested a statement of work to show what is planned for the 2021 and 2022 budget, what percentage of the curriculum is spent on gender, ethnicity, veterans, and people with disabilities, she also requested a copy of the curriculum be provided to Council, asked how much staff time will be required over the next four years and what models have been looked at in relationship to this type of service.

Director Martinson advised Council that the investment for 2021 will be \$130,000, with the proposed focus on working with the community. The cost for 2020 is still unknown, the intent is to use a consultant for the first year to develop the program and then have a full time employee to administer the program after that.

Mr. Ruiz advised Council that the curriculum has been developed using National Best Practices and will be provided to the Mayor and Council by next Monday. The intent is to enhance staff skills and knowledge, not to take people away from their work, first year would include 48 hours of training over six days for the Mayor's cabinet and directors.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. RPG Properties - Introduction of Inland Construction (Tate)

Inland Construction to inform Council of potential acquisition of RPG property

Director Tate introduced John Fisher and Scott Morris from Inland Construction and reviewed Inland's interest in purchasing the former Valley 6 Drive In property from Robertson Properties Group (RPG), their request to amend City Code and the existing Development Agreement adopted under Resolution No. 4756, the benefits and challenges of amending the Code, the agreement, and the anticipated change in the regulatory floodplain maps in 2020 by FEMA.

Mr. Morris thanked Director Tate, Manager Dixon and City Attorney Gross for meeting with them and discussed their current developments, amending the current Development Agreement and the obstacles of developing under the current agreement. Mr. Fisher discussed their vision to develop the property including: 500 units of housing, the creation of development ready commercial and retail pads, public infrastructure improvements which include extending I Street. They plan to focus on indoor amenities including: a business center, theater, indoor playground, fitness center, sport courts, pool, outdoor amenities including: a trail system, community gardens, and a venue for a possible farmers market or food trucks. Mr. Morris also discussed their need to close on a contract agreement and be in construction by the end of 2019 and they are asking for Councils interest to proceed with this project.

Councilmember Holman left the study session at 6:37 p.m.

Council discussed the potential residential development, if the 500 residential units will be a mix of rentals and privately owned units, the impact on local schools, the option of having an area for pets, the cost difference between horizontal mixed use construction versus vertical mixed use construction, the impact to the FEMA Flood Plan Zone and potential commercial properties.

Mr. Fisher advised Council that the cost is 40 to 50 percent more for vertical mix use construction then it is for horizontal mixed use construction and that the first 500 residential units will be rentals. Director Tate stated that Inland Construction is currently working with FEMA to do a map adjustment on the FEMA flood plan zone.

B. Discuss Draft Ordinance No. 6714 for ROW Vacation #V2-18 (Gaub)

Specialist Price presented Council with an update on draft Ordinance No. 6714 for ROW Vacation #V2-18, discussed the application, and advised Council the City staff has determined that the right-of-way is not necessary to meet the needs of the City and could be vacated. The next step is the Public Hearing scheduled for May 20, 2019.

C. 2020-2025 Transportation Improvement Program Annual Update (Gaub)

Engineer Webb provided Council with an update on the 2020-2025 Transportation Improvement Program (TIP) and discussed current and projected projects, projected funding and next steps.

Deputy Mayor Pelosa asked if there is going to be a roundabout at 104th Street.

Engineer Webb said they are working on the corridor study which includes that intersection, staff does not know at this time if a roundabout will be included.

D. Tenant Protection Laws and Programs (Tate)

Director Tate combined the presentation for the Tenant Protection Law and Programs and the Multifamily Property Programs with Council approval.

Director Tate discussed the Landlord Tenant Act, the Manufactured Mobile Home Landlord Tenant Act, City of Auburn protection laws, the International Property Maintenance Code, public nuisance regulations, mobile home closure regulations, tenant and landlord responsibilities, and what other cities are doing including: mandatory proactive inspection programs, longer notification periods for rent increases, adopting "just cause eviction" regulations, longer notification period for landlords to notify a tenant to vacate, just cause ordinances designed to protect tenants from retaliatory decisions of landlords to evict a tenant, developing a "tenant relocation assistance" program, and possible adoption of a Healthy Housing Standards.

Director Tate also reviewed the Multifamily Property Programs and Inspections and advised Council there are approximately 460 properties with approximately 12,000 dwelling units that qualify as Multifamily properties and 552 single family homes that currently hold a rental housing license. He discussed the laws and programs that regulate multifamily properties in the City of Auburn including: the rental housing license requirements, the Auburn Police Department Community Response Team (CRT), the Safe Auburn For Every Residence (SAFER) program, and reviewed what other cities are doing regarding multifamily inspection programs.

Council discussed if there are any areas in the City that are unsafe, if the SAFER program is available to manufactured/mobile home communities, the inspection requirements and if they are mandatory, enforcement regarding discrimination, if landlords are required to go through the training prior to being issued a business license, and if the City can enforce rental leases. Council also discussed having another presentation to go over the pros and cons of the inspection process.

Director Tate advised Council that there are 10 or 12 properties that they visit more often due to ongoing safety issues, the SAFER program is not required for manufactured/mobile home communities but it is available to them, there is enforcement and resources available regarding tenant discrimination, training is not required prior to obtaining a rental business license but it is a condition of retaining the license, and that lease agreements are between the tenant and the landlord and cannot be enforced by the City. He also advised Council that the City does not do mandatory inspections, but every 5th year an inspection must be done to stay in the SAFER program.

E. Multifamily Property Programs (Tate)

See Item "D" above.

IV. FINANCE, TECHNOLOGY AND ECONOMIC DEVELOPMENT DISCUSSION ITEMS

V. OTHER DISCUSSION ITEMS

There was no other discussion.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Council discussed the Matrix and requested an update from Animal Control and information on Mandatory Housing Inspection Protocol.

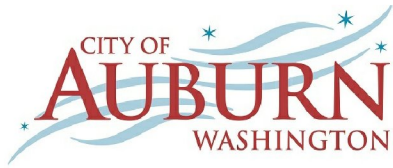
VIII. ADJOURNMENT

There being no further discussion, the meeting was adjourned at 8:04p.m.

APPROVED this 6th day of May, 2019.

BILL PELOZA , DEPUTY MAYOR Teresa Mattingly, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the August 16, 2016 and April 15, 2019 Special City Council Meetings

Date:

April 23, 2019

Department:

City Council

Attachments:

[08-16-2016 Minutes](#)

[04-15-2019 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

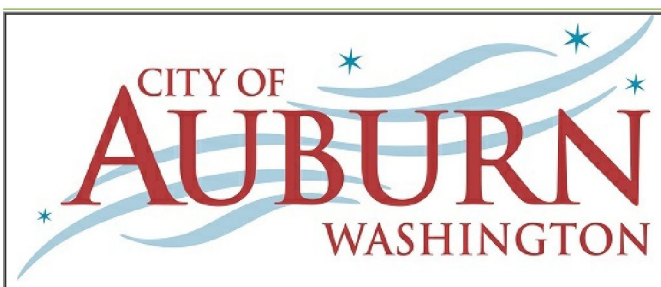
Revised Budget: \$0

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

Meeting Date: May 6, 2019

Staff:

Item Number: CA.B



**Special City Council Meeting
August 16, 2016 - 2:30 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Mayor Nancy Backus called the special meeting to order at 2:37 p.m. in the Annex Conference Room No. 2 at 1 East Main Street in Auburn. The purpose of the meeting was to discuss the 2017-2018 General Fund and 2017-2018 All Other Funds (Non General Fund).

II. DISCUSSION ITEMS

A. 2017-2018 General Fund

Director Coleman provided an update on the Council Budget Review Process, the projected budget for 2017-2018, General Fund Revenues, General Fund Expenditures, financial goals, reserve policies, and the organizational chart. Director Coleman also reviewed the budget for the Finance department and discussed the GFOA and WFOA awards, a new vendor for utility bill printing and the new format for utility bills, a new cash receipting program, non-departmental funds including: REET funds for various capital projects, bridge railing repair, park enhancements, City Hall roof and exterior repairs, traffic calming improvements, public arts, implementing a new solid waste contract in 2018, street sweeping costs have been moved to storm drainage and King County announced tipping fees will increase in 2017.

Director Hinman presented the budget for the Mayor, City Council, Junior City Council, Emergency Management, Communications, Economic Development, Facilities, Human Services, Multimedia and Community Services.

Mayor Backus called for a 5 minute recess at 3:50 p.m. the meeting reconvened at 3:55 p.m.

Director Roscoe presented Council with the budget for the Human Resource department and discussed their accomplishment, the Halogen system, the Well City Award and reviewed WCIA assessment, Labor and Industries claims, costs for public defenders, King County Court professional charges and electronic home monitoring.

City Attorney Heid reviewed the Legal department's budget and is requesting one additional prosecutor. Director Haugen provided an update on organizational changes, taking one system administrative assistant and

moving them to the Police Department, internal promotions including Ashley Riggs to Assistant Director of IT, and restructured network engineering under one manager.

Director Haugen also discussed City wide security awareness training, IT highlights and goals including: new drone program, Socrata open government program, cyber security support, broadband expansion, customer relationship management system, and centralized cash receipting software.

Council discussed the budget for the Sister Cities program, total budget costs for all departments, additional funding for the Leadership Institute, Human Services contracts, the option of establishing a Veteran's court, tuition reimbursement, pet licensing fees and the contract with Pet Data.

B. 2017-2018 All Other Funds (Non General Fund)

See item "A" above.

III. ADJOURNMENT

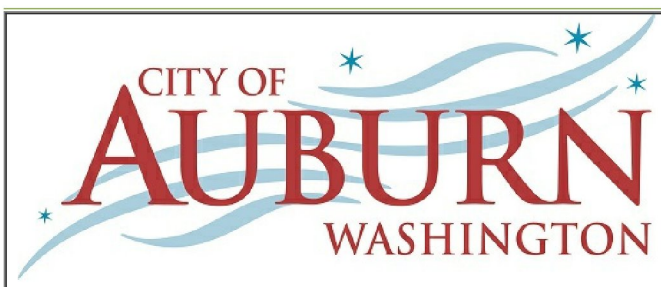
There being no further discussion, the meeting adjourned at 5:40 p.m.

APPROVED this 6th day of May, 2019.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



**Special City Council Meeting
April 15, 2019 - 6:00 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

Mayor Backus called the meeting to order at 6:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

Councilmembers present: Deputy Mayor Bill Peloza, Bob Baggett, Larry Brown, Claude DaCorsi, and John Holman. Councilmembers Yolanda Trout-Manuel and Largo Wales were excused.

Department directors and staff members present included: City Attorney Steve Gross, Director of Finance Shelley Coleman, Director of Public Works Ingrid Gaub, Director of Parks, Arts and Recreation Daryl Faber, Director of Administration Dana Hinman, Director of Human Resources and Risk Management Candis Martinson, Assistant Finance Director Kevin Fuhrer, IT Customer Support Manager Reba Stowe, Development Services Manager Jason Krum, Assistant Police Chief Mark Caillier, Chief of Police Bill Pearson, and Deputy City Clerk Teresa Mattingly.

II. DISCUSSION ITEMS

A. Council Priorities for Budgeting

Council discussed their budget priorities including the police department, creating an annual contingency budget to fund capital projects, such as: construction of a new Justice Center, Public Safety Building and replacing City Hall, the importance of services to protect the public, addressing homelessness, emergency services, community and human services, housing, government operations, street maintenance, basic park maintenance, how grant funds should be spent, disbanding the blue ribbon committee, maintaining the current level of full time employees through 2024, limiting new staff, and reducing the administrative staff in the Mayor's office. Council also discussed options on how to increase revenue, such as: a voter approval Levy Lid Lift, a warehouse/manufacturing and mini-storage Business and Occupancy (B&O) square foot tax, a gambling tax modification, an increase in utility taxes and reduce the annual budget by \$.660 million per year with an estimated yield of \$3.3 million.

Mayor Backus advised Council that she and the directors will review Council's priorities and meet again in one to two months. They will also

present the revenue projections that Director Coleman provided to the Chambers of Commerce Government Affairs Committee and will reach out to the community and businesses prior to making any decisions.

Councilmember DaCorsi requested for the information compiled by Director Coleman on reduction in revenue needs to be made available to the public.

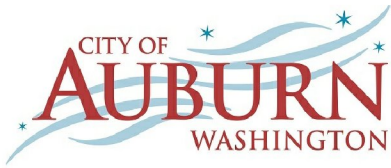
III. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 6:41 p.m.

APPROVED this 6th day of May, 2019.

NANCY BACKUS, MAYOR Teresa Mattingly, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 15, 2019 Regular Council Meeting

Department:

City Council

Attachments:

[04-15-2019 Minutes](#)

Date:

April 23, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

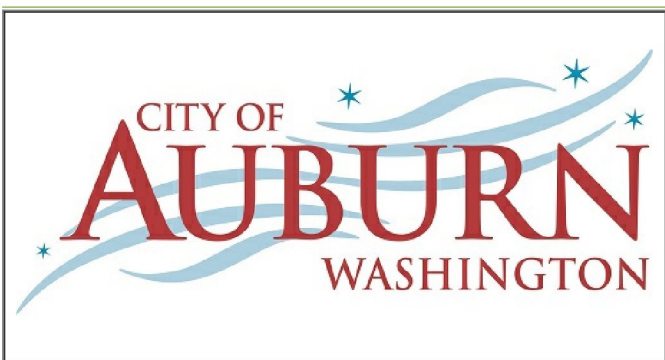
Revised Budget: \$0

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

Meeting Date: May 6, 2019

Staff:

Item Number: CA.C

	City Council Meeting April 15, 2019 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

Councilmembers present: Deputy Mayor Bill Peloza, Bob Baggett, Larry Brown, Claude DaCorsi, and John Holman. Councilmembers Yolanda Trout-Manuel and Largo Wales were excused.

Department directors and staff members present included: City Attorney Steve Gross, Director of Finance Shelley Coleman, Director of Human Resources and Risk Management Candis Martinson, Director of Public Works Ingrid Gaub, Director of Administration Dana Hinman, Assistant Finance Director Kevin Fuhrer, Development Services Manager Jason Krum, Real Property Analyst Josh Arndt, Assistant Police Chief Mark Caillier, and Deputy City Clerk Teresa Mattingly.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Backus read and proclaimed April 14-20, 2019 as "National Public Safety Telecommunicators' Week" in the City of Auburn.

Colin Mills, Com Room Supervisor thanked the Mayor and Council for recognizing the Valley Communication Center.

III. APPOINTMENTS

There were no appointments.

IV. AGENDA MODIFICATIONS

An updated agenda bill for Resolution No. 5414 was provided to Council prior to the meeting.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings - (No public hearing is scheduled for this evening.)

B. Audience Participation

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

Bob Zimmerman, 33029 46th Place South, Auburn
Mr. Zimmerman discussed having a mitigation fee on new developments, a reasonable fire code, a campaign to prevent forest fires and expressed his frustration with the City budget.

C. Correspondence

There was no correspondence for Council to 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.

Councilmember DaCorsi, vice chair of the Finance ad hoc committee, reported he and Councilmember Wales have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended 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 1, 2019 Special City Council Meeting

B. Minutes of the April 1, 2019 Regular Council Meeting

C. Claim Vouchers (Coleman)

Claim vouchers 453171 through voucher 453358 in the amount of \$5,849,849.27 and one wire transfer in the amount of \$486,068.58 dated April 15, 2019.

D. Payroll Vouchers (Coleman)

Payroll check numbers 538399 through 538421 in the amount of \$252,854.44, electronic deposit transmissions in the amount of \$1,978,383.44 for a grand total of \$2,231,237.88 for the period covering March 28, 2019 to April 10, 2019.

E. Public Works Project No. CP1725

Approve Change Order No. 1 in the amount not to exceed \$165,878.00 to Contract

No. 18-09 for work on Project No. CP1725, 2018 Citywide Patch and Overlay Project

F. Public Works Project No. CP1802

Award Contract No. 19-01, to McClure and Sons, Inc. on their low bid of \$832,159.00 plus Washington State sales tax of \$83,215.90 for a total contract price of \$915,374.90 for Project No. CP1802, Green River Pump Station Emergency Power Project

Deputy Mayor Peloza moved and Councilmember Baggett seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 5-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. RESOLUTIONS

A. Resolution No. 5414

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an intergovernmental land transfer agreement between the City of Auburn and King County for the transfer of drainage facilities, properties, and easements and to accept the land transfer

Councilmember DaCorsi moved and Councilmember Brown seconded to approve Resolution No. 5414.

MOTION CARRIED UNANIMOUSLY. 5-0

B. Resolution No. 5417

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the vacation of right-of-way north of 10th Street NE and east of Auburn Way North, within the City of Auburn, Washington

Councilmember DaCorsi moved and Councilmember Holman seconded to approve Resolution No. 5417.

MOTION CARRIED UNANIMOUSLY. 5-0

C. Resolution No. 5420

A Resolution of the City Council of the City of Auburn, Washington, authorizing the City to apply for and, if awarded, to accept grant funds in the amount of up to \$150,000.00 from the Washington State Department of Transportation, Aviation Division, to perform the construction of the Auburn Municipal Airport Runway Enhancement Project for the Auburn Municipal Airport and authorizing the execution of the grant agreement therefore

Councilmember Holman moved and Councilmember Brown seconded to approve Resolution No. 5420.

MOTION CARRIED UNANIMOUSLY. 5-0

D. Resolution No. 5422

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to negotiate, execute, and administer the Auburn School District School Resource Officer Agreement

Councilmember Brown moved and Councilmember Baggett seconded to approve Resolution No. 5422.

MOTION CARRIED UNANIMOUSLY. 5-0

XI. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Peloza provided Council with a report on the Howard Hanson Dam.

Councilmember Holman reported he attended the Puget Sound Regional Council Growth Management Policy Board meeting.

B. From the Mayor

Mayor Backus reported she attended a meeting at the Museum of Flight with Brad Smith from Microsoft and Former Governor Chris Gregoire, the monthly Coffee Hour at Merrill Gardens and Wesley Homes, the Mayor's Job Initiative, threw out the first pitch for the Auburn Little League game, met with the Muckleshoot Leadership Team along with Deputy Mayor Peloza and Councilmember DaCorsi, met with the Executive Board for South King Housing and Homelessness Partnership (SKHHP) and attended a Management Retreat.

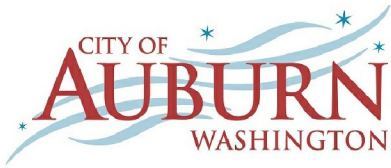
XII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:27 p.m.

APPROVED this 6th day of May, 2019.

NANCY BACKUS, MAYOR Teresa Mattingly, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Coleman)

Date:

May 2, 2019

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claims Vouchers.

Background Summary:

Claims voucher list dated May 6, 2019 which includes voucher numbers 453359 through 453597 in the amount of \$1,471,748.49 and six wire transfers in the amount of \$789,310.71.

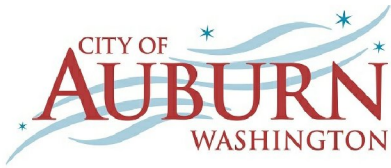
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: May 6, 2019

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Coleman)

Date:

May 2, 2019

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 538422 through 538442 in the amount of \$578,111.75, electronic deposit transmissions in the amount of \$2,153,537.51 for a grand total of \$2,731,649.26 for the period covering April 11, 2019 to May 1, 2019.

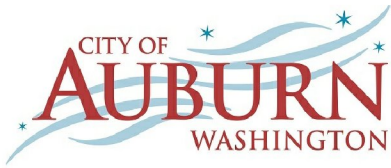
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: May 6, 2019

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Setting Public Hearing Date for Franchise Agreement #19-09
(Gaub)

Date:

April 29, 2019

Department:

Public Works

Attachments:

[Draft Ordinance No. 6715](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Staff recommends that the City Council set the date of the Public Hearing for Franchise Agreement No. 19-09 for Fatbeam, LLC as May 20, 2019, at 7:00.

Background Summary:

Section 20.06.030 of the Auburn City Code Chapter requires the City to hold a public hearing before granting or denying a franchise agreement. Staff requests that the City Council set the date of the public hearing for Franchise Agreement No. 19-09 for Fatbeam, LLC for May 20, 2019 at 7:00 pm in Council Chambers.

Franchise Agreement No. 19-09, (Draft Ordinance No. 6715) is attached as back-up documentation. Section 20.06.010 of the Auburn City Code requires a franchise for any commercial utility or telecommunications operator or carrier or other person who wants to use public ways of the City and to provide telecommunications or commercial utility services to any person or area in the City.

Fatbeam, LLC has applied for a Franchise Agreement to be able to construct within the City's rights of way a fiber optic telecommunications network. Fatbeam, LLC wants to provide telecommunications, telephone service, internet access and wide area network connectivity to education, government, hospitals and other enterprise level customers. They do not provide residential services.

The initial proposed build-out includes overhead installations on existing utility poles wherever possible with underground installation being utilized if necessary. The applicant is requesting the entire City as the proposed franchise area so that they can connect all of their current customer's facilities together. Exact locations, plans, engineering and construction schedules would be reviewed, approved and managed through the City's permitting processes that are a requirement of the Franchise Agreement.

Reviewed by Council Committees:

Councilmember:

Meeting Date: May 6, 2019

Staff:

Item Number:

Gaub

CA.F

ORDINANCE NO. 6715

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO FATBEAM, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, A FRANCHISE FOR TELECOMMUNICATIONS AND RELATED SERVICES

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

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise; and

WHEREAS, based on the information presented at the 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 to grant the franchise to Grantee.

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

Section 1. Grant of Right to Use; Franchise Area

A. Subject to the terms and conditions stated in this Agreement, the City grants to the Grantee general permission to enter, use, and occupy the Franchise Area, located within the incorporated area of the City. Grantee may locate the Grantee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore, and repair Grantee's Facilities to provide Grantee's Services in the Franchise Area.

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

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, for any purpose that does not interfere with Grantee's rights under this Franchise.

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

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

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

Section 2. Notice

A. Written notices to the parties will be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party.

City: Right-of-Way Specialist,
Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

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

Grantee: Fatbeam, LLC
2065 W Riverstone Drive, Suite 105
Coeur d'Alene, ID 83814
Phone: 509-344-1008
E-Mail: regulatory@Fatbeam.com

B. Any changes to the contact information will be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this Agreement.

C. The above-stated Grantee voice and fax telephone numbers will be staffed at least during normal business hours, Pacific time zone. The City may contact Grantee at the following number for emergency or other needs outside of normal business hours of the Grantees: (855) 979-8844

Section 3. Term of Agreement

A. This Franchise will run for a period of five (5) years, from the date of execution.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee will only submit those materials deemed necessary by the City to address changes in the Grantee's Facilities or Grantee's Services, or to reflect specific reporting periods mandated by the ACC.

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

Section 4. Definitions

For the purpose of this Agreement:

A. "ACC" means the Auburn City Code.

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

C. "Franchise Area" means all present and future Rights-of-Way as defined in Section 4.H., within the City Limits as they currently exist or as amended in the future.

D. "Grantee's Facilities" means Grantee's fiber optic and broadband communications services constructed and operated within the City's Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

E. "Grantee's Services" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Grantee using its Facilities, including, but not limited to, the transmission of voice, data or other electronic information, or other subsequently developed technology that carries a signal over fiber optic cable. Grantee's Services shall also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Grantee's Services shall not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

F. "Maintenance" or "Maintain" means examining, testing, inspecting, repairing, maintaining, restoring, and replacing the existing Grantee's Facilities or any part thereof as required and necessary for safe operation.

G. "Relocation" means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request. Relocation shall conform to the meanings and requirements of Chapter 35.99 RCW.

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

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Grantee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 15, (3) the financial guarantees specified in Section 16, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

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

Section 6. Construction and Maintenance

A. The Grantee will apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done within the City. Grantee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is undertaking its activity.

C. The City expressly reserves the right to prescribe how and where Grantee's Facilities will be installed within the public right-of-way and may require the removal, relocation or replacement thereof in the public interest and safety at the expense of the Grantee as provided for in Chapter 35.99 RCW

D. Before beginning any work within the public right-of-way, the Grantee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

E. Tree Trimming. Grantee will have the authority to reasonably trim vegetation on and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee's Facilities. Grantee must get written approval from the City before trimming vegetation in or over the ROW. Grantee will be responsible for debris removal from trimming activities. If debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove the debris and charge Grantee for the cost of removal. This section does not grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any general vegetation clearing will require a permit.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence repair and emergency response work as required under the circumstances. The Grantee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. The City may commence emergency response work, at any time, without prior written notice to the Grantee, but will notify the Grantee in writing as promptly as possible under the circumstances. Grantee will reimburse the City for the City's actual cost of performing emergency response work.

Section 8. Damages to City and Third-Party Property

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

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee's Facilities under this Franchise will have preference as to positioning and location with respect to the Grantee's Facilities. However, to the extent that the Grantee's Facilities are completed and installed before another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee's Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or right-of-way. A relocating utility will not cause the relocation of another utility that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Grantee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

B. Grantee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Grantee Information

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

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee ten (10) business days to obtain an injunction to prohibit the City's release of records.

Grantee will indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorney's fees) imposed by an administrative or judicial authority on the City because of non-disclosures requested by Grantee under Washington's public records act, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee's Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way.

B. If a readjustment or relocation of the Grantee's Facilities is necessitated by a request from a party other than the City, that party will pay the Grantee the actual costs associated with such relocation.

Section 12. Abandonment and or Removal of Grantee's Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of any portion of the Grantee's Facilities, the Grantee will, at the City's discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section will survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee will underground the Grantee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Where other utilities are present and involved in the undergrounding project, Grantee will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee's Facilities. Common costs will include necessary costs for common trenching and utility vaults. Fair share will be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless

A. The Grantee will defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent those costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence or willful misconduct of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

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

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

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

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

Section 15. Insurance

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

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

2. Commercial General Liability insurance with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage will be written on ISO occurrence form CG 00 01 and will cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03

11 85. There will be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City will be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

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

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

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

E. Grantee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise will not be construed to limit the liability of Grantee to the coverage provided by that 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. Performance Security

The Grantee will provide the City with a financial guarantee in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Grantee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial guarantee any damages suffered by City as a result of Grantee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Grantee specifically agrees that its failure to comply with the terms of Section 19 will constitute damage to the City in the monetary amount set forth in that section. Any financial guarantee will not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee will inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise will not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance, which such consent will not be unreasonably withheld.

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

D. Before the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance

and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

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

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

Section 19. Enforcement and Remedies

A. If the Grantee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) impose liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. If the City determines that Grantee is acting beyond the scope of permission granted in this Franchise for Grantee's Facilities and Grantee's Services, the City reserves the right to cancel this Franchise and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions

are not allowed under applicable federal and state or City laws, to compel Grantee to cease those actions.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee will comply with, all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Grantee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

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

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

Section 21. License, Tax and Other Charges

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect.

Section 24. Titles

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

Section 25. Implementation.

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

Section 26. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Published: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

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

Fatbeam, LLC
2065 W Riverstone Drive, Suite 105
Coeur d'Alene, ID 83814

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

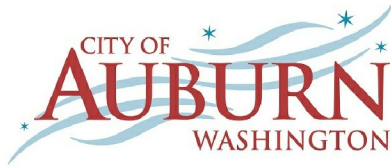
On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

Signature

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

MY COMMISSION EXPIRES: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1719 (Gaub)

Date:

April 30, 2019

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council award Contract No. 19-08, to Source Electric, LLC on their low bid of \$273,000.00 plus Washington State sales tax of \$27,300.00 for a total contract price of \$300,300.00 for Project No. CP1719, Sewer Pump Station Telemetry Improvements.

Background Summary:

The City received one responsive bid and the low bid was approximately 2.33% below the engineer's estimate. Staff has performed reference checks and other verification to determine that Source Electric, LLC meets the responsible bidding criteria and recommends award.

The purpose of the project is to add telemetry and SCADA capabilities to the 22nd Street NE and R Street NE Sewer Pump Stations.

Construction is expected to begin in May 2019 and be completed by August 2019.

A project budget contingency of \$5,810.00 remains in the 461 Sewer Fund.

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

Gaub

Meeting Date: May 6, 2019

Item Number:

CA.G

BUDGET STATUS SHEET

Project No: CP1719	Project Title: Sewer Pump Sta Telemetry Improv (22nd St NE and R St NE)
---------------------------	--

Project Manager: Luis Barba

Project Initiation (PMP) Date: : 8/28/2017

Advertisement Date: 4/11/2019

Award Date:

- ☐ Project Update

☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Apr 29, 2019

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2017 (Actual)	2018 (Actual)	2019	Future Years	Total
461 Fund - Sewer		3,156	100,199	487,601		590,956
Total	0	3,156	100,199	487,601	0	590,956

Estimated Cost (Funds Needed)

Activity	Prior Years	2017 (Actual)	2018 (Actual)	2019	Future Years	Total
Design Engineering - City Costs		3,156	14,265	7,579		25,000
Design Engineering - Consultant Costs			85,934	64,707		150,641
Construction Contract Bid			0	300,300		300,300
Authorized Construction Contingency (15%)			0	45,045		45,045
Construction Engineering - City Costs			0	20,000		20,000
Construction Engineering - Consultant Costs			0	44,160		44,160
Total	0	3,156	100,199	481,791	0	585,146

461 Sewer Budget Status

	Prior Years	2017 (Actual)	2018 (Actual)	2019	Future Years	Total
*461 Funds Budgeted ()	0	(3,156)	(100,199)	(487,601)	0	(590,956)
461 Funds Needed	0	3,156	100,199	481,791	0	585,146
*461 Fund Project Contingency ()	0	0	(0)	(5,810)	0	(5,810)
**461 Funds Required	0	0	0	0	0	0

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

** Budget shortfall will be addressed with an in-fund transfer using funds from CP1812.

Bid Tabulation - Bid Totals Summary

Project: CP1719, Sewer Pump Station Telemetry Improvements , 19-08
 Prepared By: City of Auburn
 Bid Date: April 25, 2019

		W/O Tax	Inc. Tax		
ENGINEER'S ESTIMATE:		\$279,500.00	\$307,450.00	(not including tax)	
AVERAGE BID AMOUNT:		\$273,000.00	\$300,300.00		

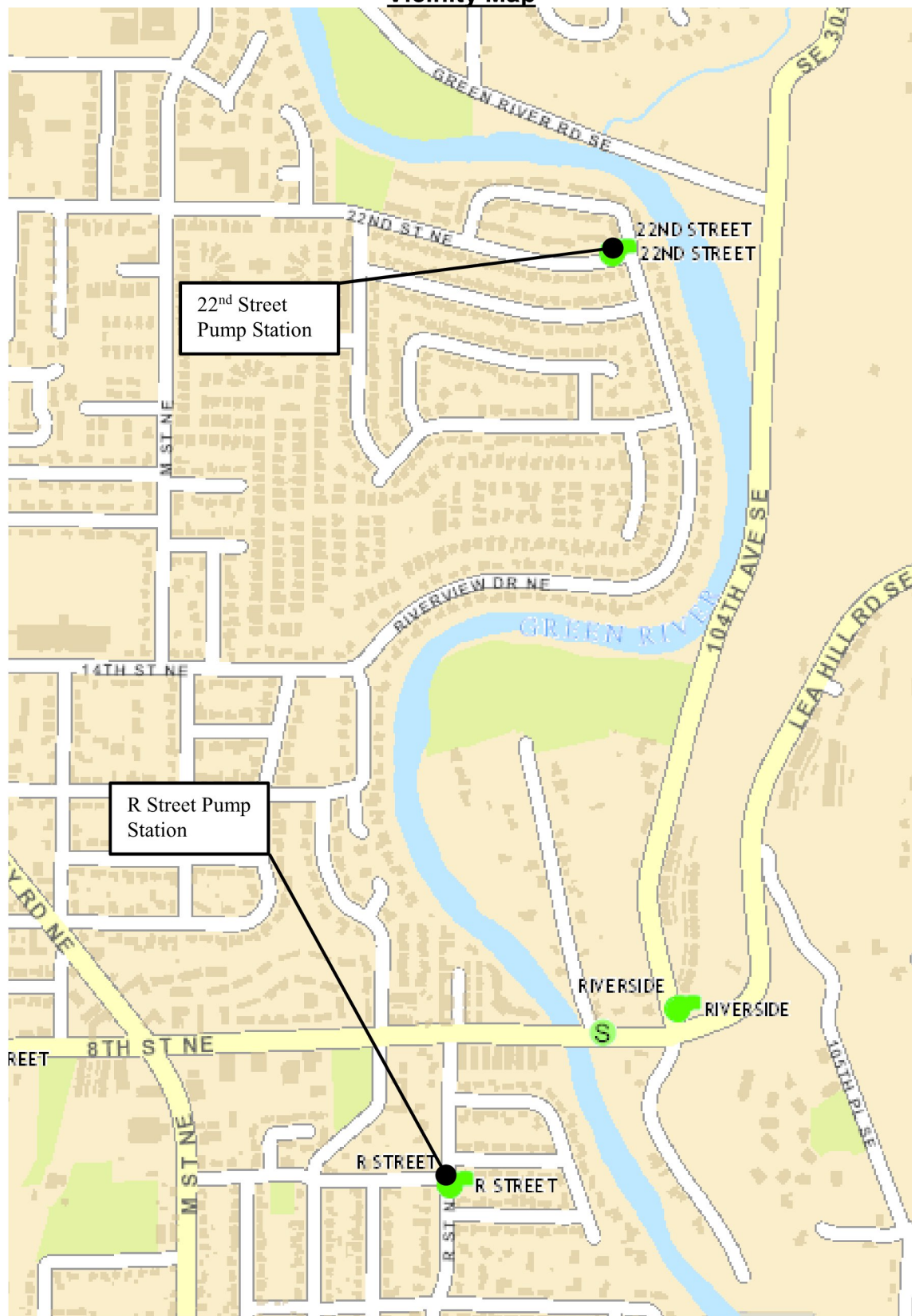
		Basic BID Amount	Total BID Amount	Total BID Spread \$	Total BID Spread %
LOW BIDDER:	Source Electric, LLC	\$273,000.00	\$300,300.00	-\$7,150.00	-2.33%

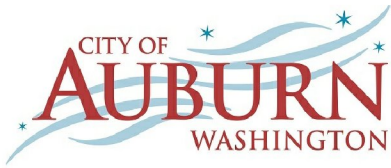
	Basic BID (Tax not included)	Total BID (Including tax)
1. Source Electric, LLC	\$273,000.00	\$300,300.00

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

CP1719 - Sewer Pump Station Telemetry (SCADA) Improvements
(22nd St NE and R St NE)

Vicinity Map





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1829 (Gaub)

Date:

April 30, 2019

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council award Contract No. 19-07, to CPM Development Corporation DBA ICON Materials on their low bid of \$838,078.30 for Project No. CP1829, 2019 Citywide Patch and Overlay Project.

Background Summary:

The City received six responsive bids and the low bid was approximately 7.79% below the engineer's estimate. Staff has performed reference checks and other verification to determine that CPM Development Corporation DBA ICON Materials meets the responsible bidding criteria and recommends award.

The major items of work include grind and overlay of: 1) Peasley Canyon Road from City limits to West Valley Highway and 2) Ellingson Road from C Street SE to A Street SE. Patching of 1) A Street SE from 37th Street SE to the City limits at the White River Bridge and 2) West Valley Highway from 15th Street SW to the south City limits with the City of Algona. The project will also install traffic signal detection equipment and upgrade curb ramps to meet ADA requirements.

Construction of this project is anticipated to start in early June 2019 and be complete in October 2018.

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

Gaub

Meeting Date: May 6, 2019

Item Number:

CA.H

BUDGET STATUS SHEET

Project No: CP1829	Project Title: 2019 Citywide Patch & Overlay Project
Project Manager: Jai Carter	

Project Charter Date: January 2, 2019
 Advertisement Date: April 2, 2019
 Award Date: May 6, 2019

- ☒ **Permission to Award**
☐ **Permission to Advertise**
☐ **Contract Award**
☐ **Change Order Approval**
☐ **Contract Final Acceptance**

Updated: April 24, 2019

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

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years	Total
105 Fund Arterial Street Preservation	0	0	1,040,000	0	1,040,000
Total	0	0	1,040,000	0	1,040,000

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years	Total
Design Engineering - City Costs	0	0	52,743	0	52,743
Construction Contract Bid	0	0	838,078	0	838,078
Authorized Construction Contingency	0	0	100,000	0	100,000
Materials Testing	0	0	6,000	0	6,000
Construction Engineering - City Costs	0	0	43,179	0	43,179
Total	0	0	1,040,000	0	1,040,000

105 Arterial Street Budget Status

	2017	2018	2019	Future Years	Total
*105 Funds Budgeted ()	0	0	(1,040,000)	0	(1,040,000)
105 Funds Needed	0	0	1,040,000	0	1,040,000
*105 Fund Project Contingency ()	0	0	(0)	0	(0)
105 Funds Required	0	0	0	0	0

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

Bid Tabulation - Bid Totals Summary

Project: CP1829, 2019 Arterial Patch and Overlay , 19-07
Prepared By: City of Auburn
Bid Date: April 23, 2019

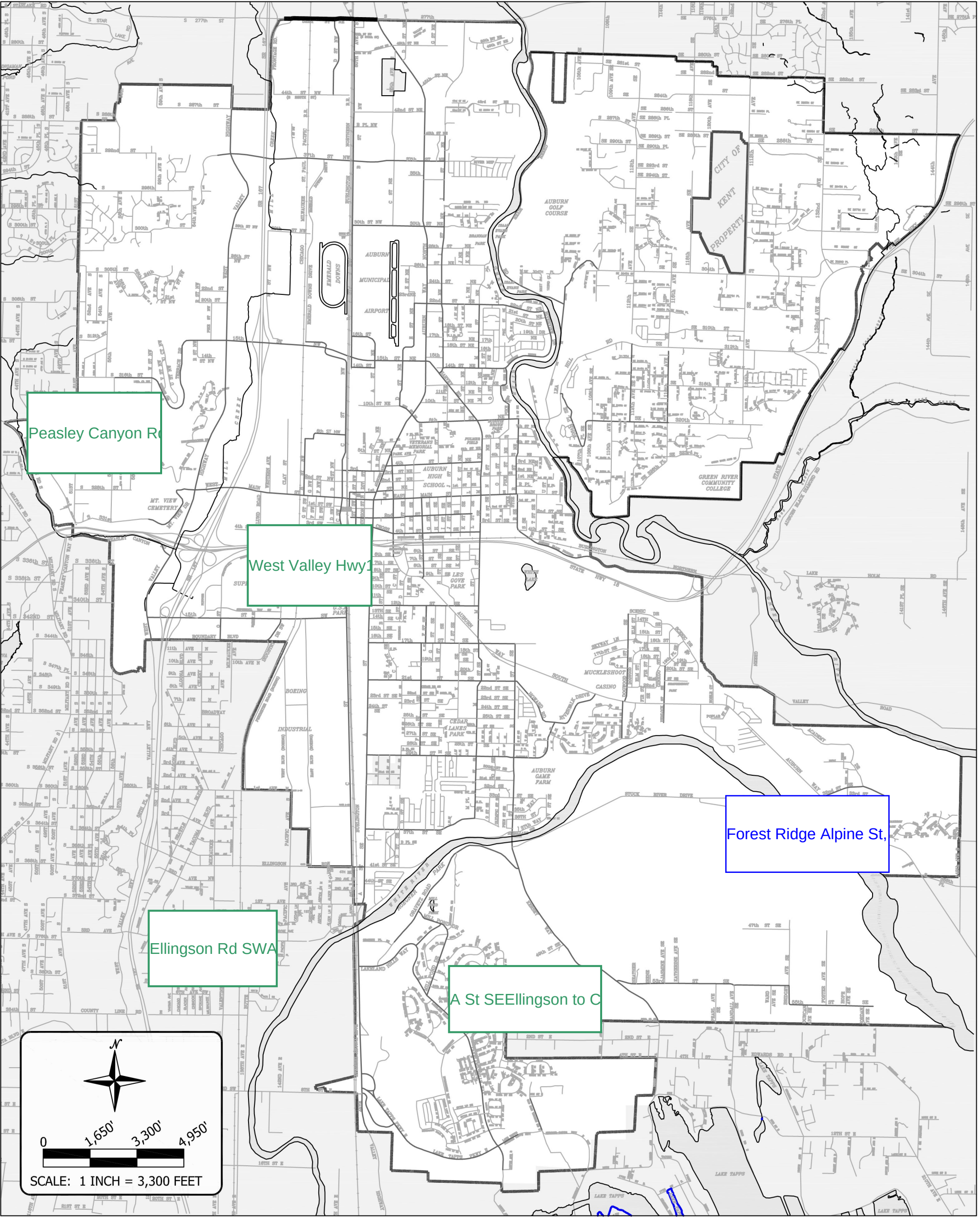
	W/O Tax	Inc. Tax
ENGINEER'S ESTIMATE:	\$908,853.98	\$908,853.98
AVERAGE BID AMOUNT:	\$895,075.46	\$895,075.46

(not including tax)

		Basic BID Amount	Total BID Amount	Total BID Spread \$	Total BID Spread %
LOW BIDDER:	CPM Development Corporation DBA ICON Materials	\$838,078.30	\$838,078.30	-\$70,775.68	-7.79%
Second Bidder:	Puget Paving & Construction	\$839,077.01	\$839,077.01	-\$69,776.97	-7.68%

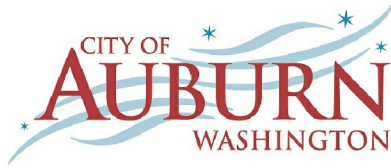
	Basic BID (Tax not included)	Total BID (Including tax)
1. CPM Development Corporation DBA ICON Materials	\$838,078.30	\$838,078.30
2. Puget Paving & Construction	\$839,077.01	\$839,077.01
3. Miles Resources, LLC	\$874,590.93	\$874,590.93
4. Lakeside Industries	\$899,925.00	\$899,925.00
5. Lakeridge Paving Co, LLC	\$921,876.00	\$921,876.00
6. Tucci & Sons, Inc	\$996,905.55	\$996,905.55

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



CP1829 - 2019 Citywide Patch & Overlay Proj

Arterial Preservation funded streets (105 Fu
Local Street Preservation funded streets (1



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5418 (Gaub)

Date:

April 30, 2019

Department:

Public Works

Attachments:

[Resolution No. 5418](#)

[Local Agency Agreement Form \(Exhibit A\)](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5418.

Background Summary:

Resolution No. 5418 authorizes the Mayor to accept and expend federal grant funds to be administered through a Local Agency Agreement with the Washington State Department of Transportation in the amount of \$262,700.00 to finance the design, environmental permitting, and construction phases of the Auburn Way S (SR 164) Curve Safety Improvements Poplar Street SE (MP 2.97) Vicinity Project. This grant requires a 10% local funding match.

This project will upgrade existing light standards to LED luminaries and install additional light standards with LED luminaries, and a "curve ahead" warning sign. Additionally high friction surface treatments will be applied to the westbound lane, install guardrail, and make adjustments to the shoulder radii at the two driveways for the apartment facility.

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

Gaub

Meeting Date: May 6, 2019

Item Number:

RES.A

RESOLUTION NO. 5418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT AND EXPEND FEDERAL GRANT FUNDS TO BE ADMINISTERED THROUGH A LOCAL AGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE AUBURN WAY S (SR 164) CURVE SAFETY IMPROVEMENTS POPLAR STREET SE (MP 2.97) VICINITY

WHEREAS, the City desires to improve safety, capacity, and efficiency of the City's street network throughout Auburn; and

WHEREAS, the need for the Auburn Way S (SR 164) Curve Safety Improvements Poplar Street SE (MP 2.97) Vicinity Project is recognized in Auburn's adopted Transportation Improvement Program; and

WHEREAS, completing this project will improve safety, capacity, and efficiency of the City's street network; and

WHEREAS, the City applied for and was awarded the following federal grant to be administered by the Washington State Department of Transportation (WSDOT) with required local funding match percentage as indicated:

- \$262,700.00 to finance the design, environmental permitting, and construction phases of the Auburn Way S (SR 164) Curve Safety Improvements Poplar Street SE (MP 2.97) Vicinity Project (10% local funding match required); and

WHEREAS, funding has been made available in the approved City budget to meet the local funding match requirements for the grant; and

WHEREAS, it is in the best interest of the City to use grant monies to finance capital improvements to the City's transportation system.

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

Section 1. That the Mayor is authorized to accept the federal grant for \$262,700.00 for the Auburn Way S (SR 164) Curve Safety Improvements Poplar Street SE (MP 2.97) Vicinity Project. The Mayor is further authorized to negotiate, finalize and execute the Local Agency Agreement between the City and the Washington State Department of Transportation (WSDOT), in conformity with the WSDOT grant and in substantial conformity with the grant agreement template attached, marked as Exhibit A and incorporated by this reference. The Mayor is also authorized to negotiate, finalize and execute any further supplemental agreements consistent with project and grant requirements as may be necessary for any and all future phases of the Project, expending up to the total amount of the grant.

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Steve Gross, City Attorney



Agency

Address

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name

Length

Termini

Description of Work

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate

☐ Yes ☐ No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
% a. Agency			
% b. Other			
Federal Aid Participation Ratio for PE c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way			
% f. Agency			
% g. Other			
Federal Aid Participation Ratio for RW h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
% l. Other			
m. Other			
Federal Aid Participation Ratio for CN n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	0.00	0.00	0.00

Agency Official

By

Title

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of hte federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Auburn Way South - Poplar Curve Safety Improvements

Printed Date: 3/26/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



376.2 0 188.1 376.2 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

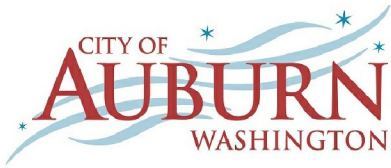
1in = 188 ft

1:2,257



Page 65 of 80

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5423 (Hinman)

Date:

April 22, 2019

Department:

Administration

Attachments:

[Resolution No. 5423](#)

[Resolution 5423 Exhibit A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

RECOMMENDED ACTION: Move to adopt Resolution No. 5423

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

Hinman

Meeting Date: May 6, 2019

Item Number:

RES.B

RESOLUTION NO. 5423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE LODGING TAX GRANT DISBURSEMENTS RECOMMENDED BY THE AUBURN LODGING TAX ADVISORY COMMITTEE

WHEREAS, the City of Auburn ("City") has businesses within its corporate limits that collect lodging tax dollars in accordance with Chapter 67.28 of the Revised Code of Washington (RCW); and

WHEREAS, the City has established a Lodging Tax Advisory Committee (LTAC) in accordance with RCW 67.28.1817, and codified in Chapter 2.77 of the Auburn City Code (ACC); and

WHEREAS, the LTAC is obligated by ACC 2.77.060 to make recommendations to the City Council on tourism promotion and tourism related issues; and

WHEREAS, at its February 26th and April 10th, 2019 meeting, the LTAC considered proposals for the expenditure of taxes collected pursuant to Chapter 67.28 RCW; and

WHEREAS, the LTAC has recommended the award of lodging tax dollars as grant funds to certain businesses; and

WHEREAS, the City Council finds that the LTAC's recommendation will enhance the economic development of the City of Auburn.

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

Section 1. Adoption of Recommendations.

The City Council

adopts the expenditure of lodging tax dollars to the following entities:

- a) Flight Club Foundation for the Seattle Parrot Expo, \$2,000;
- b) City of Auburn Parks and Recreation Department for the Valley Cities Geocaching/Adventure GeoTour, \$1,100;
- c) Korean Amateur Sports Association for the 20th Korean-American National Sports Festival, \$2,500;
- d) White River Valley Museum for the Hops & Crops Festival, \$3,000

as further described in the LTAC's recommendation as shown on the LTAC's resolution, attached as Exhibit A.

Section 2. Implementation.

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

Section 3. Effective date.

This Resolution will take effect and be in force upon passage and signatures.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

RESOLUTION NO. 5423 EXHIBIT A
2019 Lodging Tax Grants Second Application Period

2/26/19

Motion: Committee Member Faltenberger motioned to recommend to City Council to approve the funding the \$2,000 request for the Seattle Parrot Expo. Committee Member Matto seconded the motion. Motion passes unanimously.

4/10/19

Motion: Committee Member Fraser motioned to approve \$3,000 to Hops N Crops, Committee Member Roberts seconded the motion. Motion passes unanimously.

Committee Member Fraser motioned to approve \$1,100 to Valley Cities Geocache, Committee Member Roberts seconded the motion. Motion passes unanimously.

Committee Member Cho motioned to approve \$2,500 to Korean American Sports Festival. Committee Member Roberts seconded the motion. Motion passes unanimously.

Event: Seattle Parrot Expo

Amount Requested: \$2,000.00

Approved Amount \$2,000.00

- Free to the Public, three day event to be held on September 28 – 29, 2019.
- 2018 Attendance 1,200 during the two day event
- The event is organized to open communication about parrots in the wild, as pets via a 25 bird aviary; educational games, children's story time, and free-flying parrots.
- Will use funds for ads in Seattle Times, ParentMap Magazine, Seattle's Child Magazine, BirdTalk Magazine, and to pay for any needed city permits to raise banners and signs to announce the coming of the Expo a month in advance.

Event: Valley Cities Geocaching Adventure/GeoTour

Amount Requested: \$2,750.00

Approved Amount \$1,100.00

- Anticipated 2019 Attendance: 200 – 300. The Geo Tour includes Kent and Auburn.
- Event is on May 17 -19, 2019.
- Funds will be used for costs of materials for the event, and food for the launch of the event.
- Niche event in which geocachers tend to travel to collect coins.

Event: 20th Korean American National Sports Festival

Amount Requested: \$15,000.00

Approved Amount \$2,500.00

- Anticipated 2019 Attendance: 3,000. Event rotates in various U.S. cities annually.
- Sporting event competitions to take place in SeaTac, Federal Way, and Auburn the weekend of June 21- 23, 2019.
- Funds will be used towards venues, transportation, food, officials, etc.

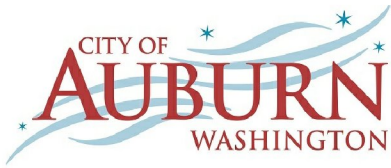
Event: Hops & Crops Music & Beer Festival

Amount Requested: \$6,000.00

Approved Amount \$3,000.00

- 2018 Attendance: 900 attendance
- This event which is in its tenth year will be held on September 14, 2019.
- Funds will be used towards marketing to potential overnight guests via Facebook ads.
- This Auburn annual event has a loyal following and attendance has increased 50% in the last three years.

Total 2019 Budget Allocated to Community Grants: \$20,000.00**Second Round of 2019 Total Grants Recommended by the LTAC: \$8,600.00****First Round of 2019 Total Grants Recommended by the LTAC: \$8,500.00****Potential Total Amount to be allocated in 2019: \$17,100.00**



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5421 (Gaub)

Department:

Public Works

Attachments:

[Resolution No. 5421](#)

[Exhibits A & B](#)

[Staff Report](#)

[Vicinity Map](#)

Date:

April 30, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopts Resolution No. 5421.

Background Summary:

Pacific Realty Associates, LP has applied to the City for vacation of the right-of-way of a portion of B Street SE, south of 2nd Street SE, described in Exhibit "A" and shown on Exhibit "B". The applicant currently owns adjacent parcels #0019000056 and is proposing to incorporate the right-of-way into adjacent property which will clean up the parcel and right-of-way lines.

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

Resolution No. 5421, if adopted by City Council, sets the date of the public hearing for Vacation No. V3-18 for June 3, 2019.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: May 6, 2019

Staff:

Gaub

Item Number:

RES.C

RESOLUTION NO. 5421

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A PUBLIC HEARING TO CONSIDER THE VACATION OF RIGHT-OF-WAY OF A PORTION OF B STREET SE, SOUTH OF 2ND STREET SE, WITHIN THE CITY OF AUBURN, WASHINGTON.

WHEREAS, the City of Auburn, Washington, has received a petition signed by owners of at least two-thirds (2/3) of the property abutting right-of-way at the location of a portion of B Street SE, south of 2nd Street SE, within the City of Auburn, Washington, requesting that the same be vacated; and,

WHEREAS, pursuant to Section 35.79.010 of the Revised Code of Washington, a hearing on such vacation shall be set by Resolution, with the date of such hearing being not more than sixty (60) days nor less than twenty (20) days after the date of passage of such Resolution.

WHEREAS, this Resolution is consistent with Auburn City Code 12.48.070 and calls for a public hearing to consider the proposed vacation.

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

Section 1. That a hearing on the vacation of right-of-way at the location of a portion of B Street SE, south 2nd Street SE, within the City of Auburn, Washington, legally described as follows:

That portion of "B" Street Southeast as dedicated for street

Resolution No. 5421
ROW Vacation V3-18
April 10, 2019
Page 1

purposes per Quit Claim Deed recorded under Recording Number 5764366 and as depicted on Record of Survey recorded under Recording Number 20131104900005 in King County, Washington, described as follows:

The east 7 feet of the north 20 feet of lot 3, block 2, of Abraham's Park Addition to the City of Auburn, recorded in Volume 27 of Plats, Page 26, in King County, Washington.

Containing 140 square feet, more or less.

Situate in the City of Auburn, King County, Washington.

[Also identified as Exhibit "A".]

and as shown on the document attached, marked as Exhibit "B", is set for 7:00 p.m. on the 3rd day of June, 2019, at the City Council Chambers at 25 West Main Street, Auburn, Washington, 98001, with all persons wishing to speak to the vacation at the public hearing being invited to attend.

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

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

DATED and SIGNED this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

Resolution No. 5421
ROW Vacation V3-18
April 10, 2019
Page 2

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Resolution No. 5421
ROW Vacation V3-18
April 10, 2019
Page 3

EXHIBIT "A"

LEGAL DESCRIPTION FOR RIGHT OF WAY VACATION

THAT PORTION OF "B" STREET SOUTHEAST AS DEDICATED FOR STREET PURPOSES PER QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 5764366 AND AS DEPICTED ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 20131104900005 IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE EAST 7 FEET OF THE NORTH 20 FEET OF LOT 3, BLOCK 2, OF ABRAHAM'S PARK ADDITION TO THE CITY OF AUBURN, RECORDED IN VOLUME 27 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON.

CONTAINING 140 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

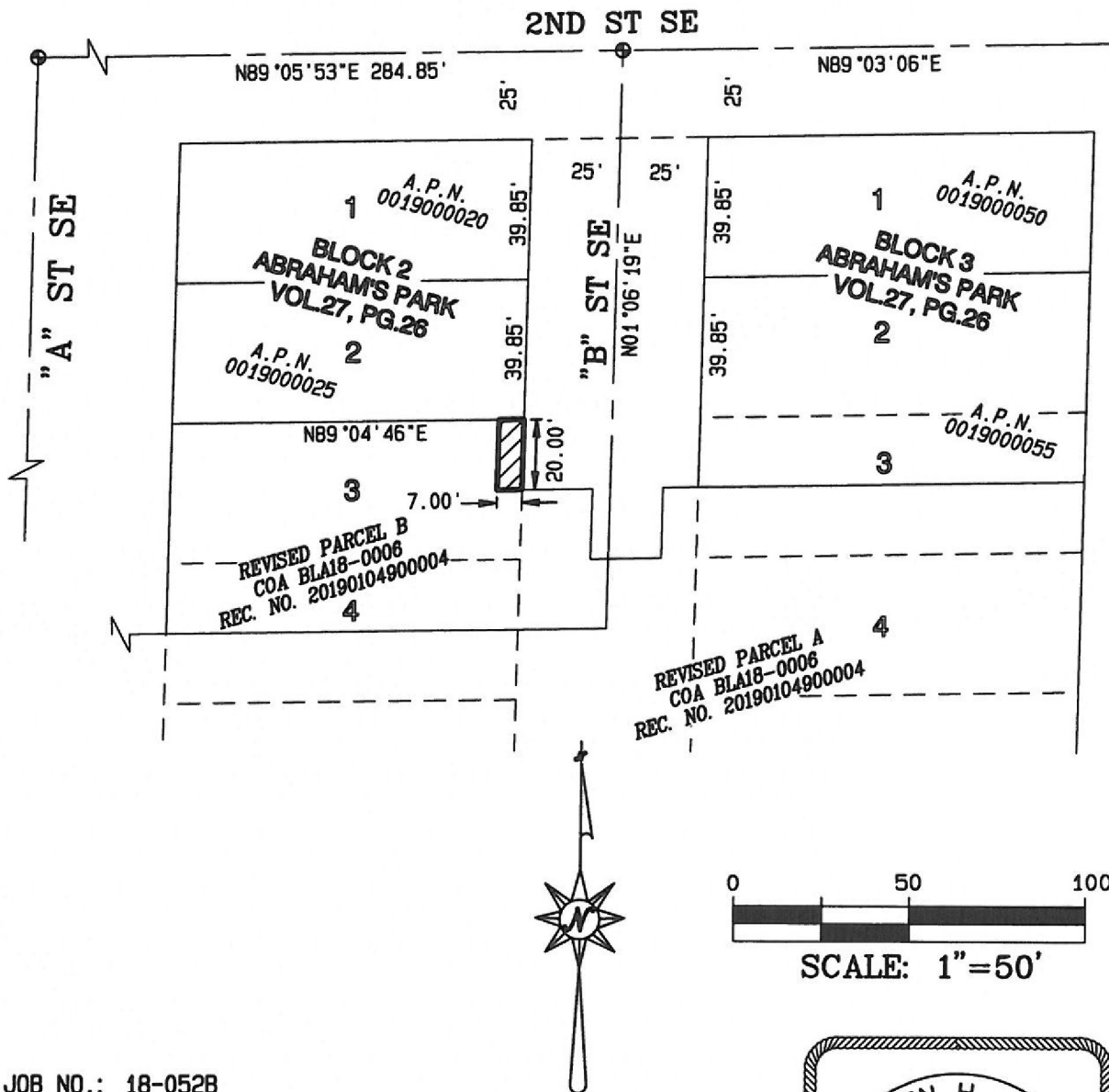


4706 97th Street Northwest, Suite 100, Gig Harbor, WA 98335. ph 253-857-5454. fax 253-509-0044

EXHIBIT "B"

DEPICTION OF RIGHT OF WAY VACATION

A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 21 N., RANGE 5 E., W.M.
CITY OF AUBURN, KING COUNTY, WASHINGTON

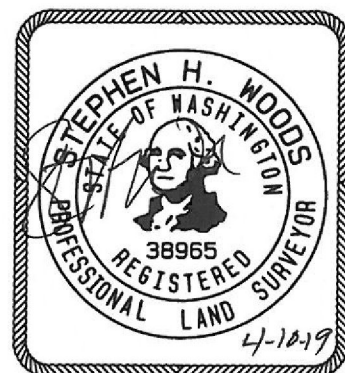


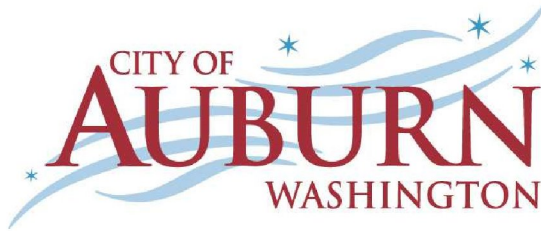
JOB NO.: 18-052B
DATE: 01/10/2019

CONTOUR

ENGINEERING • LLC

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RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V3-18

Applicant: Pacific Realty Associates, LP

Property Location: Right-of-Way located at B Street SE, south of 2nd Street SE.

Description of right-of-way:

This ROW proposed for vacation consists of portions of the ROW of B Street SE, south of 2nd Street SE where the ROW lines jog. The proposed ROW is adjacent to Parcel No. 0019000056, Parcel No. 0019000025, and City right-of-way. Parcel No. 0019000056 is owned by the applicant and Parcel No. 0019000025 is owned by a private citizen. The total proposed area of ROW for vacation is approximately 140± square feet.

The ROW proposed for vacation was Quit Claim Deeded to the City of Auburn for street purposes on July 9, 1964.

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

Proposal:

The Applicant proposes that the City vacate the above described right-of-way to eliminate the jogs in the parcel and right-of-way lines.

Applicable Policies & Regulations:

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

Public Benefit:

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

Discussion:

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

1. Puget Sound Energy (PSE) – PSE has no facilities located within the area and therefore has no objection to the vacation and no need for any easement reservation.
2. Comcast – Comcast will not be affected by this vacation and does not oppose it.
3. CenturyLink – CenturyLink has reviewed the request for the subject vacation and had determined that it has no objections with respect to the areas proposed for vacation.
4. Water – There are no City water facilities in the area of right-of-way.
5. Sewer – No comments on Auburn Sewer.
6. Storm –No comments.
7. Transportation – No comments.
8. Planning – No comments.
9. Fire – No comments
10. Police – No comments.
11. Streets – No comments.
12. Construction –No comments.
13. Innovation and Technology – No comments

Assessed Value:

ACC 12.48 states “The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than \$2,000, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city’s expense.”

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

abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.”

The value of the right-of-way was determined to be \$1,972.00 based on adjacent land values so an appraisal was not required.

Recommendation:

Staff recommends that the street vacation be granted with no conditions and that compensation not be required as the right-of-way was acquired through Quit Claim Deed at no cost to the City.

ROW Vacation #V3-18 B Street SE

Printed Date: 4/9/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



166.7 0 83.3 166.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 83 ft

1: 1,000



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Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.