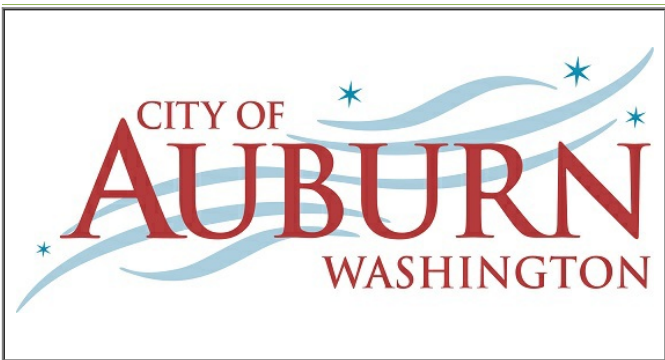


	City Council Study Session PWCD SFA April 26, 2021 - 5:30 PM Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. Virtual Participation Link

A. Virtual Participation Link

The Auburn City Council Study Session scheduled for Monday, April 26, 2021 at 5:30 p.m. will be held virtually and telephonically. To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below.

Per Governor Inslee's Emergency Proclamation 20-05 and 20-28 et. seq. and Stay Safe-Stay Healthy, the City of Auburn is prohibited from holding in-person meetings at this time.

City of Auburn Resolution No. 5581, designates City of Auburn meeting locations for all Regular, Special and Study Session Meetings of the City Council and of the Committees, Boards and Commissions of the City as Virtual Locations until Washington's Governor authorizes local governments to conduct in-person meetings.

The link to the Virtual Meeting or phone number to listen to the Council Meeting is:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click one of the below URL to join.

ZOOM: <https://zoom.us/j/99064866298>

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

Or join by phone:

253 215 8782

877 853 5257 (Toll Free)

Webinar ID: 990 6486 6298

B. Roll Call

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

- A. 2020 State of Our Streets (SOS) Report (Gaub) (20 Minutes)
- B. Update of South Sound Housing Affordability Partners (SSHAP) (Tate) (15 Minutes)
City of Auburn staff to provide an overview the formation, purpose and next steps for the Pierce County affordable housing collaborative effort called South Sound Housing Affordability Partners (SSHAP)
- C. Ordinance No. 6818 (Council)
An Ordinance Protecting the Health, Safety, and Prosperity of Grocery Workers and the General Public during the existing State of Emergency

V. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

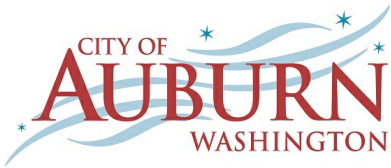
- A. Capital Projects Status Report and Feature Project (Gaub) (15 Minutes)

VI. OTHER DISCUSSION ITEMS

VII. NEW BUSINESS

VIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

2020 State of Our Streets (SOS) Report (Gaub) (20 Minutes)

Date:

April 19, 2021

Department:

Public Works

Attachments:

[2020 State of Our Streets Dashboard](#)
[Presentation Slides](#)

Budget Impact:

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

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

This is a 2020 year end summary of the City's Arterial/Collector and Local Street Pavement Preservation Programs. This year's summary is presented in a dashboard format that will also be incorporated into the City's webpage. This dashboard provides the public with a quick look at the overall condition of the City's roadways and preservation program activities. It also gives City policy makers a quick executive overview in order to help facilitate policy and funding decisions. Additional information is also available on the City's website that provides a more in depth explanation of the City's street preservation programs including program history, projects, funding, and technical considerations.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

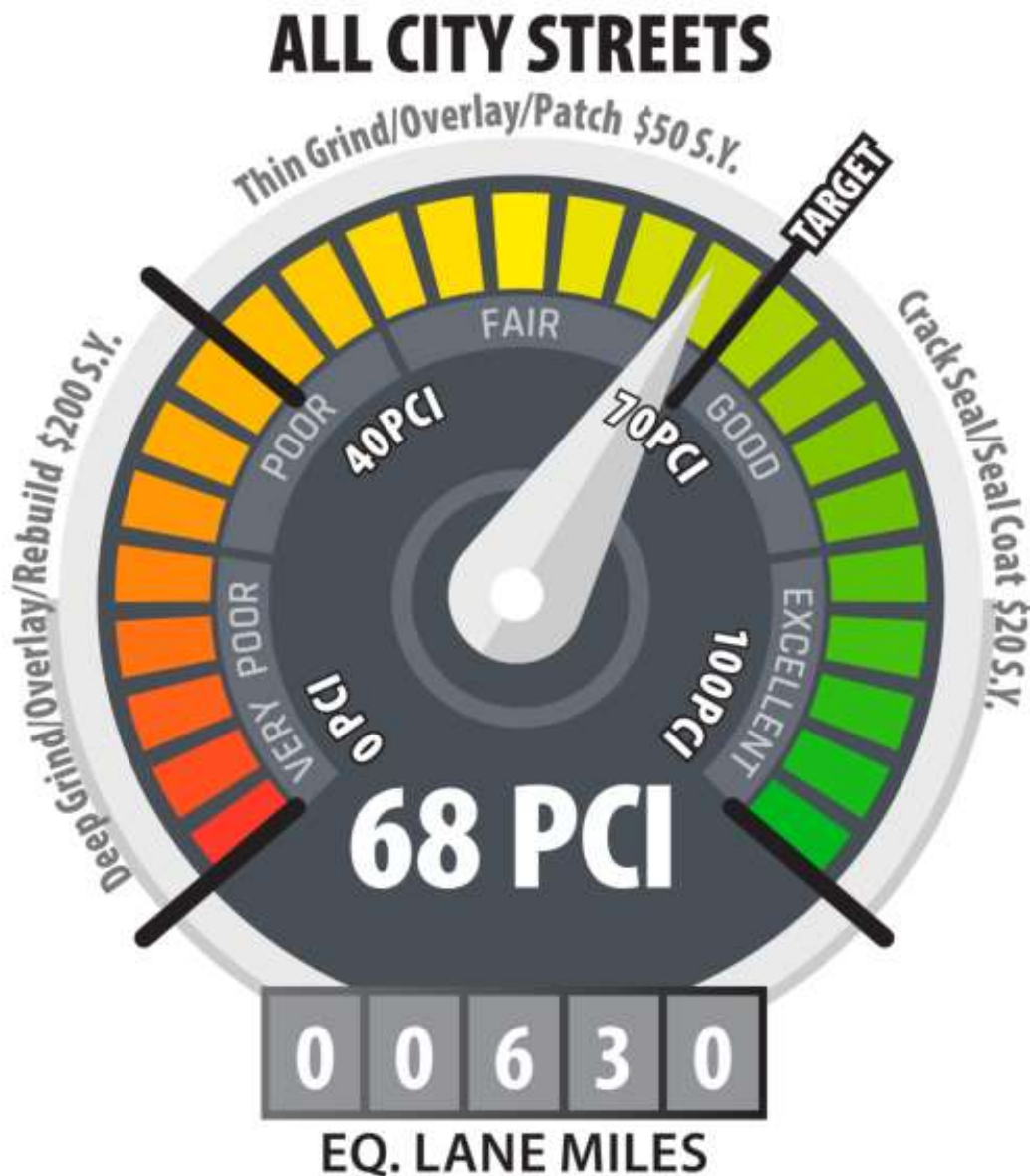
Gaub

Meeting Date: April 26, 2021

Item Number:

2020 STATE OF OUR STREETS DASHBOARD

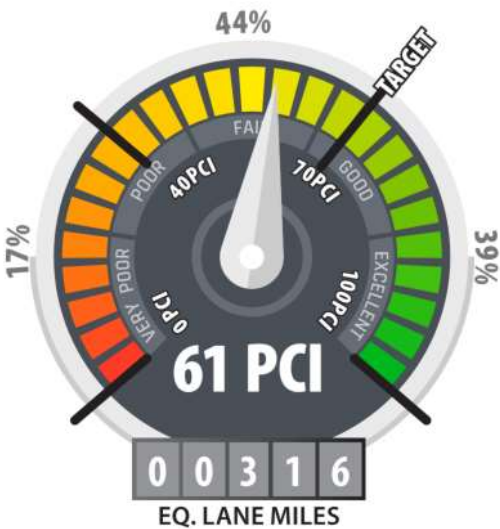
Overall Assessment: The paving projects completed in 2020 improved approximately 6.7 equivalent lane miles of roadway. Despite the impact of those projects, the overall condition of streets in the city degraded slightly from 2019 to 2020. The last physical inspection for pavement condition was performed in the summer of 2019. 2020 PCI values have been estimated by applying approximated deterioration rates, derived using actual historical condition data from past pavement condition surveys, and accounting for actual improvements from completed projects. The next physical inspection will take place this summer (summer 2021) and the pavement ratings and the predictive deterioration rates adjusted accordingly. Pavement projects for 2021 will improve another estimated 15 equivalent lane miles of road. Additional projects through 2024 are in varied stages of planning and design. Accounting for the predicted impact of these current and upcoming projects, modeling indicates a slow decline of the overall average roadway PCI over the coming years at the current anticipated funding amounts. The data suggests that additional funding is needed to prevent overall roadway conditions from declining further and to get the roadways back to the overall 70 PCI target and keep it there.



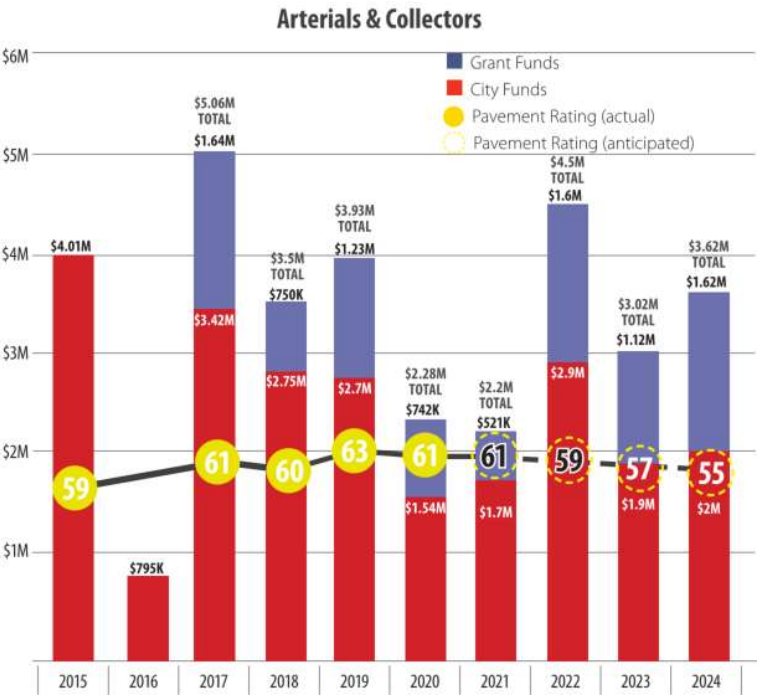
2020 STATE OF OUR STREETS DASHBOARD

Arterial and Collector Streets

Arterial and collector streets make up just over half of the total equivalent lane miles of roadways throughout the City. There are approximately 92 lane miles of collector streets that together have an overall average PCI of 64 (compared to 68 in 2019). There are roughly 224 lane miles of arterial streets that together have an overall average PCI of 59 (compared to 62 in 2019). The average condition rating for arterial and collector streets combined is 61 (compared to 63 in 2019). The average PCI for collector and arterials has been hovering around 60 since about 2015. This indicates that re-building and preservation efforts have been relatively successful at maintaining the status quo but are not yet sufficient to reach the target of 70 PCI. Over the next five years an estimated 60 lane miles of road are expected to deteriorate beyond the point where preservation treatments can restore them and they would require a more expensive full re-build. Based on the current funding levels shown in the City's Transportation Improvement Plan (TIP) and anticipated grant funding, there is only funding available to preserve approximately 15 lane miles. This leaves approximately 45 lane miles of arterial and collector road that will deteriorate past the point for preservation treatments. These roadways will eventually require reconstruction at a cost that is over 4 times higher than preservation treatments. Simulations indicate that approximately \$5 million per year for 15 years would be required to bring the overall PCI for arterials and collectors up to an average of 70 PCI.



Funding Note: The arterial and collector preservation programs rely heavily on grant funding. Currently, no grant funding has been secured beyond 2024. Additionally, arterial streets are further classified as either principal or minor arterials. Typically, principal arterials are much more competitive in grant applications than minor arterials. As a result of this, principal arterials are in an overall better condition (63 PCI) than minor arterials (57 PCI). The city anticipates that many of the remaining streets that require preservation treatments now will not compete well for future grant funding. Over time it is likely that it will become increasingly difficult to depend on grant funding and additional funding sources would be needed.

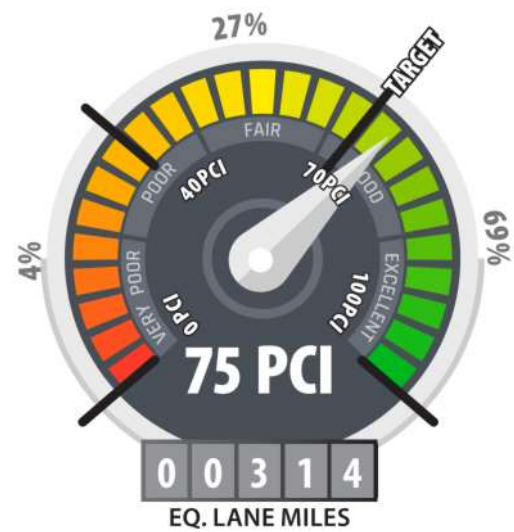


The planned 2021 and 2022 projects also include rebuilds of 2 streets (4th Street SE and 2nd Street SE), which is we see a predicted decline in the PCI despite the funding level in 2022 being higher. This is due to the greater expense of rebuilding streets rather than preserving them.

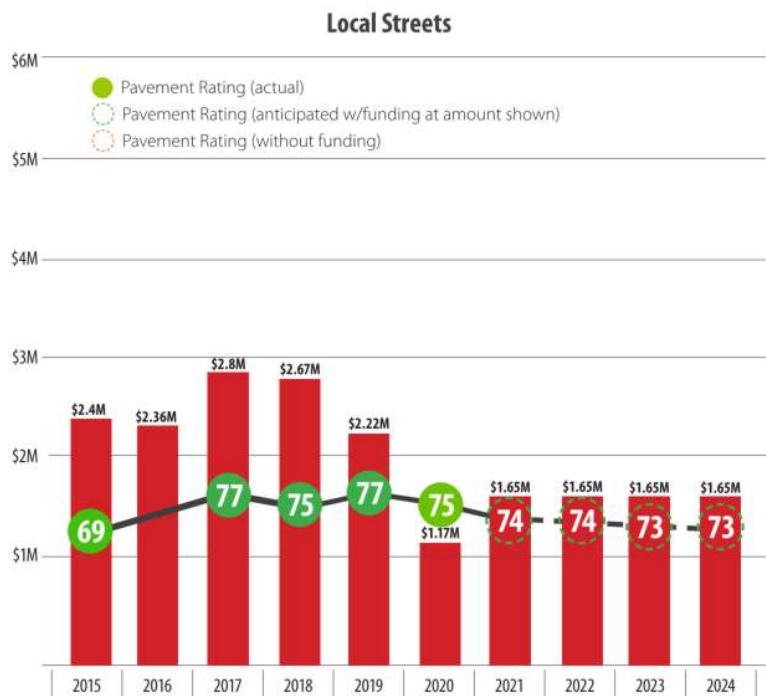
2020 STATE OF OUR STREETS DASHBOARD

Local Streets

There are currently approximately 314 equivalent lane miles of local streets in the city, which is 1 more lane mile than in 2019 due to new roads constructed by development activity. Local streets have an overall average PCI of 75 (compared to 77 in 2019). Despite the City’s target of 70 PCI being achieved there are still many local roads in need of repair and replacement. Roughly 69% of local roads are in good condition, 27% are in fair condition, and 4% are in need of a full re-build. Since 2015, the overall average PCI for local streets has increased from 69, due to the City’s preservation and re-building projects as well as the addition of new local roads from development activity.



Funding Note: From 2013 to 2019, the local streets program was funded by new construction sales tax. Since 2019 the program has been spending down the fund balance, with some supplemental funding from Real Estate Excise Tax (REET) funds. The program has been funded at \$1.65M per year with the current biennial budget, but at this time no sustainable funding source has been identified beyond 2022. Simulations indicate that maintaining current funding levels results in the average PCI holding stable in the low 70’s (assuming no other changes), but dropping below 70 in 10 years. If a sustainable funding source is not identified for 2023 and beyond, it is predicted that the average PCI for local streets will drop to the low 40’s by 2040. Changes that may impact the average PCI (to be higher or lower than currently forecasted) include more or less of the development and utility work that build new roadways and restore existing roadways and refinement of the parameters used to predict PCI values based on additional data being collected.



PCI Further Explained:

Pavement Condition Index (PCI) is a 0 to 100 score that reflects the overall condition of roadway pavement and what types and degrees of maintenance and repair (or preservation activities) are needed to maximize the pavement's overall service life. A PCI of 100 is brand new pavement and a PCI of 0 is a roadway where the pavement has turned into gravel and dirt. The most efficient approach towards prolonging the life of a roadway is to keep the PCI at 70 or above (considered to be "good condition") for as long as possible. This is achieved through good pavement design and periodic light maintenance activities like patching and crack sealing. Once the PCI of a roadway has dropped below 70 (or from "good condition" to "fair condition"), additional patching and replacement of the top layer of pavement (overlay or grind and overlay) is needed to bring the pavement back into "good condition" and extend the life of the pavement. Without these pavement preservation efforts, the PCI continues to decrease and the costs to bring the pavement back into "good condition" increases. Additionally, as the PCI decreases, more and more potholes form on the roadway which requires more and more temporary and permanent pothole repairs (by the City's Maintenance and Operations Street crew). Eventually, without preservation activities, the PCI will drop below 40 and the roadway is considered to be in "poor condition" and in need of a very expensive full re-build. With these considerations, the City targets an overall PCI of 70 in order to maximize pavement life and minimize maintenance and preservation costs. Periodically, the City performs citywide inspections to determine the pavement condition index (PCI) for each roadway it maintains. The PCI inspections were completed in 2013, 2017, and most recently in the summer of 2019. The PCI inspection data is used to plan pavement preservation activities and as a gauge to measure how overall roadway conditions have, and will, respond to different funding levels and other factors that impact roadway conditions such as new development, City and non-City utility work in roadways, truck traffic, pavement design (past and present), and weather conditions.

**PUBLIC WORKS
ENGINEERING SERVICES**

**2020 STATE OF OUR STREETS
(SOS)**

**JAMES WEBB, SENIOR TRAFFIC ENGINEER
KENNETH CLARK, ASSISTANT TRAFFIC ENGINEER**

**APRIL 26, 2021
CITY COUNCIL STUDY SESSION**

Public Works Department
Engineering Services • Airport Services • Maintenance & Operations Services

AUBURN
VALUES

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

WHAT IS SOS (STATE OF OUR STREETS)?

■ State of our streets

- Refers to the condition of the roadway pavement
- Does not consider condition of sidewalks
- Does not consider drainage issues
- Does not consider congestion (capacity) or safety issues

■ State of our Streets

- Includes all City maintained streets
 - Local, Collector, and Arterial Streets (248 centerline miles)
- Includes roadways with Asphalt and Concrete pavement
- Excludes private streets
- Excludes alleys
- Excludes public streets maintained by others (WSDOT maintains Auburn Way South, Ramps)

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

PRESENTATION OUTLINE

- **Street Preservation Overview**
- **Preservation Projects and Programs**
- **Summary of 2020 Street Conditions (Dashboard)**
- **Funding and Predicting Pavement Condition**
- **Next Steps**

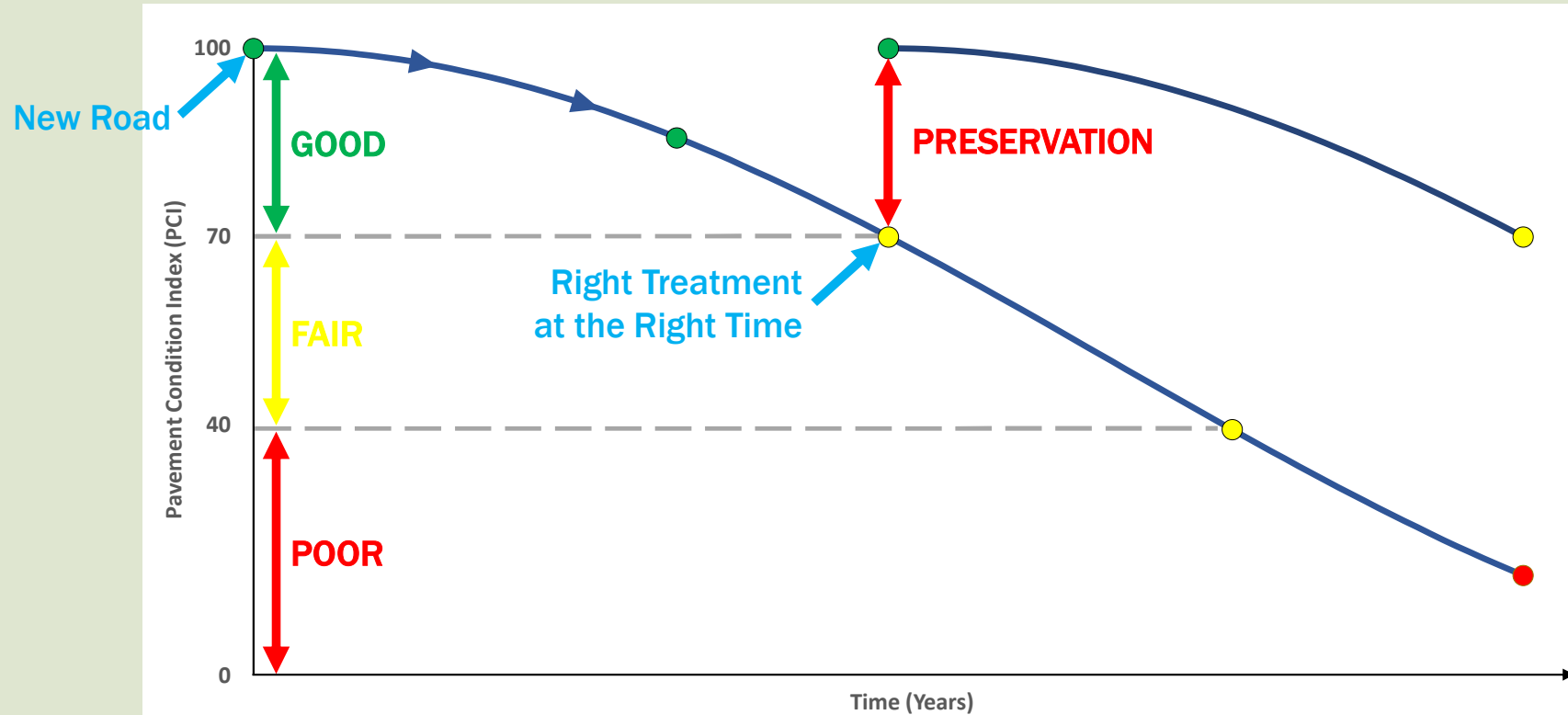
SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

STREET PRESERVATION OVERVIEW



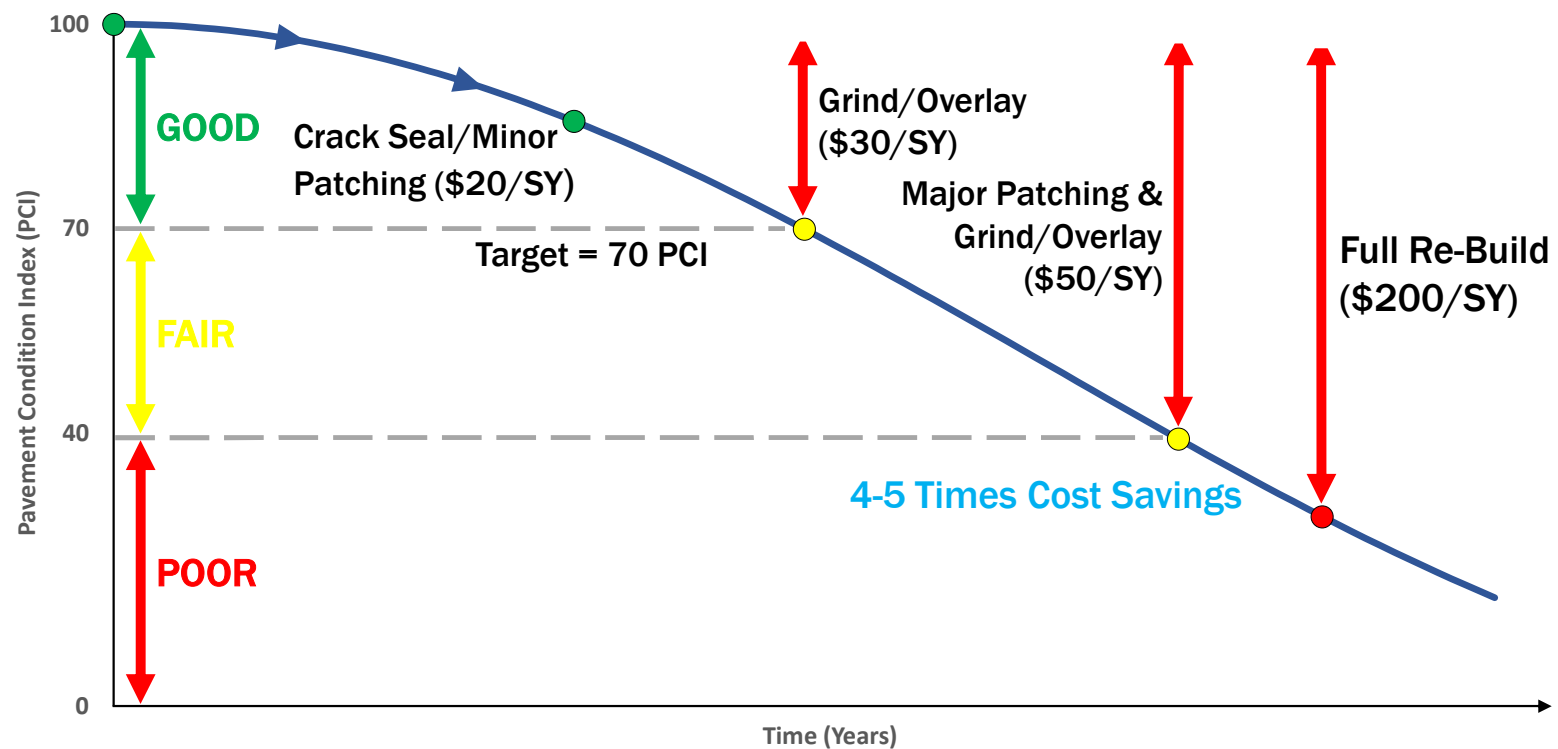
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STREET PRESERVATION OVERVIEW



SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

STREET PRESERVATION OVERVIEW



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STREET PRESERVATION PROGRAMS

- **Local Street Preservation Program (103 Fund)**
 - Currently funded by REET through 2022
- **Arterial and Collector Streets Preservation (105 Fund)**
 - 1% Utility Tax
 - Supplemented by Grant Funding
- **Interactive Map on City's Website:**
 - <https://www.auburnwa.gov/cms/One.aspx?portalId=11470638&pageId=15861698>

Street Preservation Projects

Project Status: All

Construction Start Year: 2021

Number of Street Preservation Projects

9

TIP# P-7 2021 Local Street Reconstruction

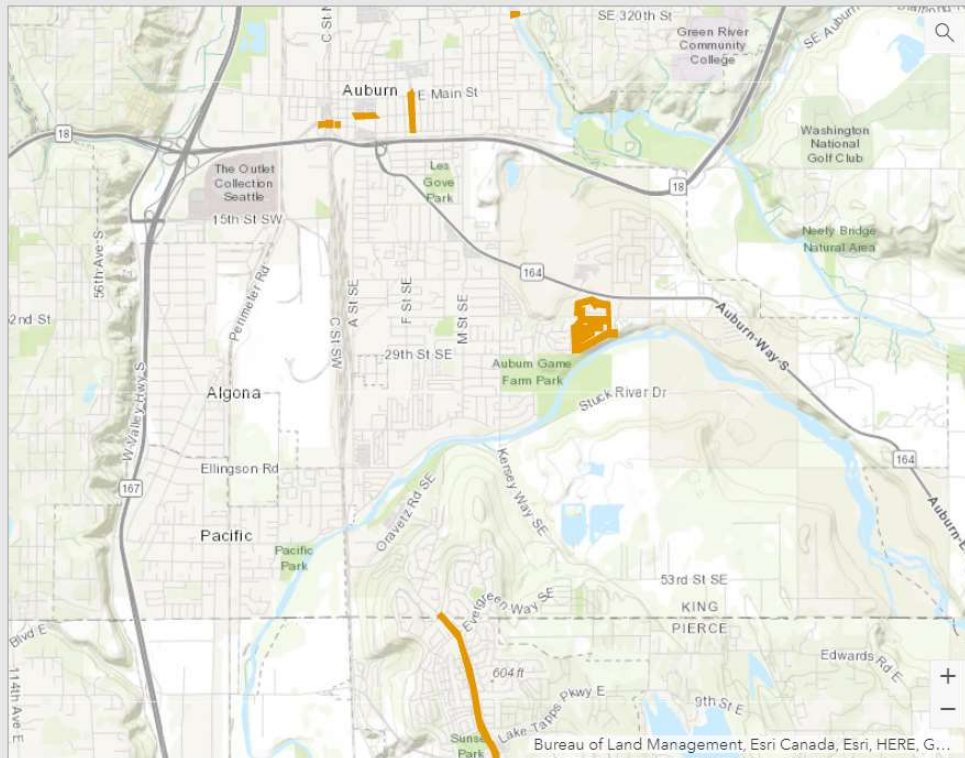
The project will reconstruct G Street SE Between E Main Street and 4th Street SE, and grind and overlay the Riverwalk/Forest Ridge Neighborhood.

TIP# P-7 2021 Local Street Reconstruction

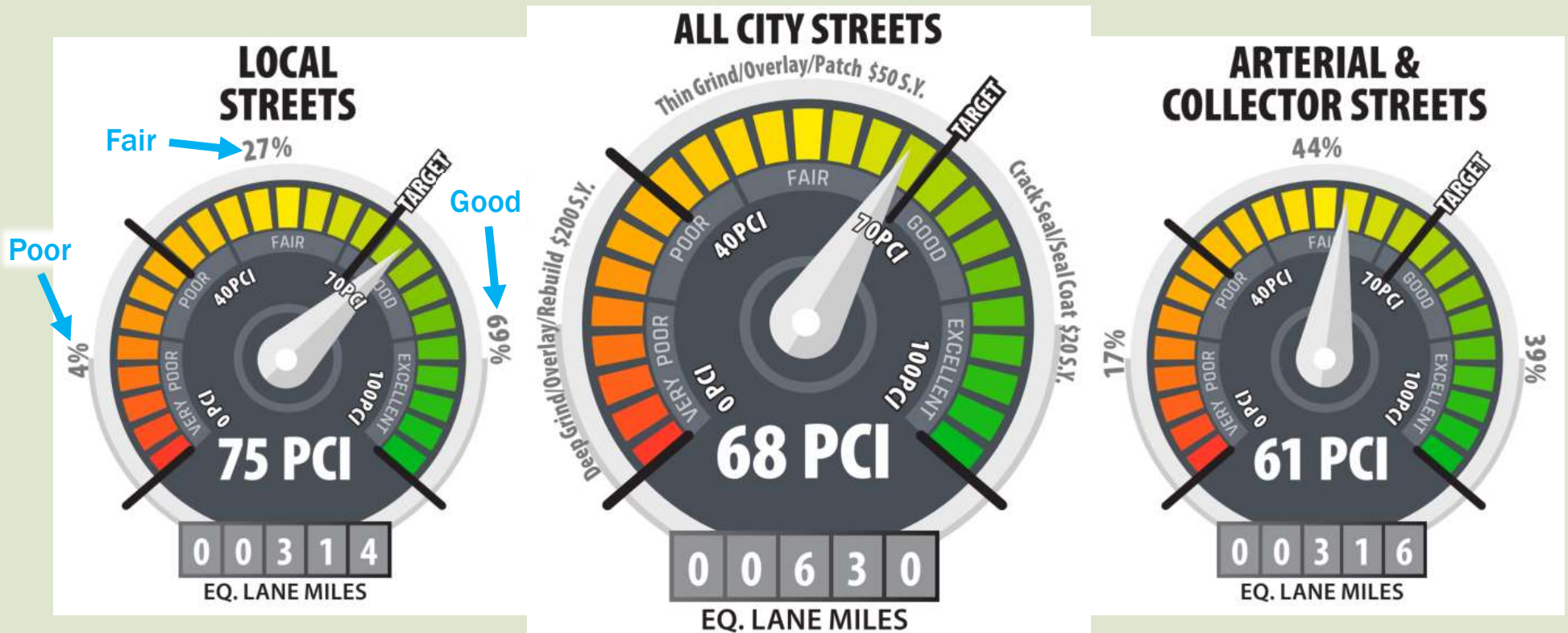
The project will reconstruct G Street SE Between E Main Street and 4th Street SE, and grind and overlay the Riverwalk/Forest Ridge Neighborhood.

TIP# P-3 2nd Street SE Preservation

The project will reconstruct 2nd Street SE between A Street SE and Auburn Way S. The project will use full-depth reclamation, and also includes removal fixed



SUMMARY OF 2020 STREET CONDITIONS (DASHBOARD)

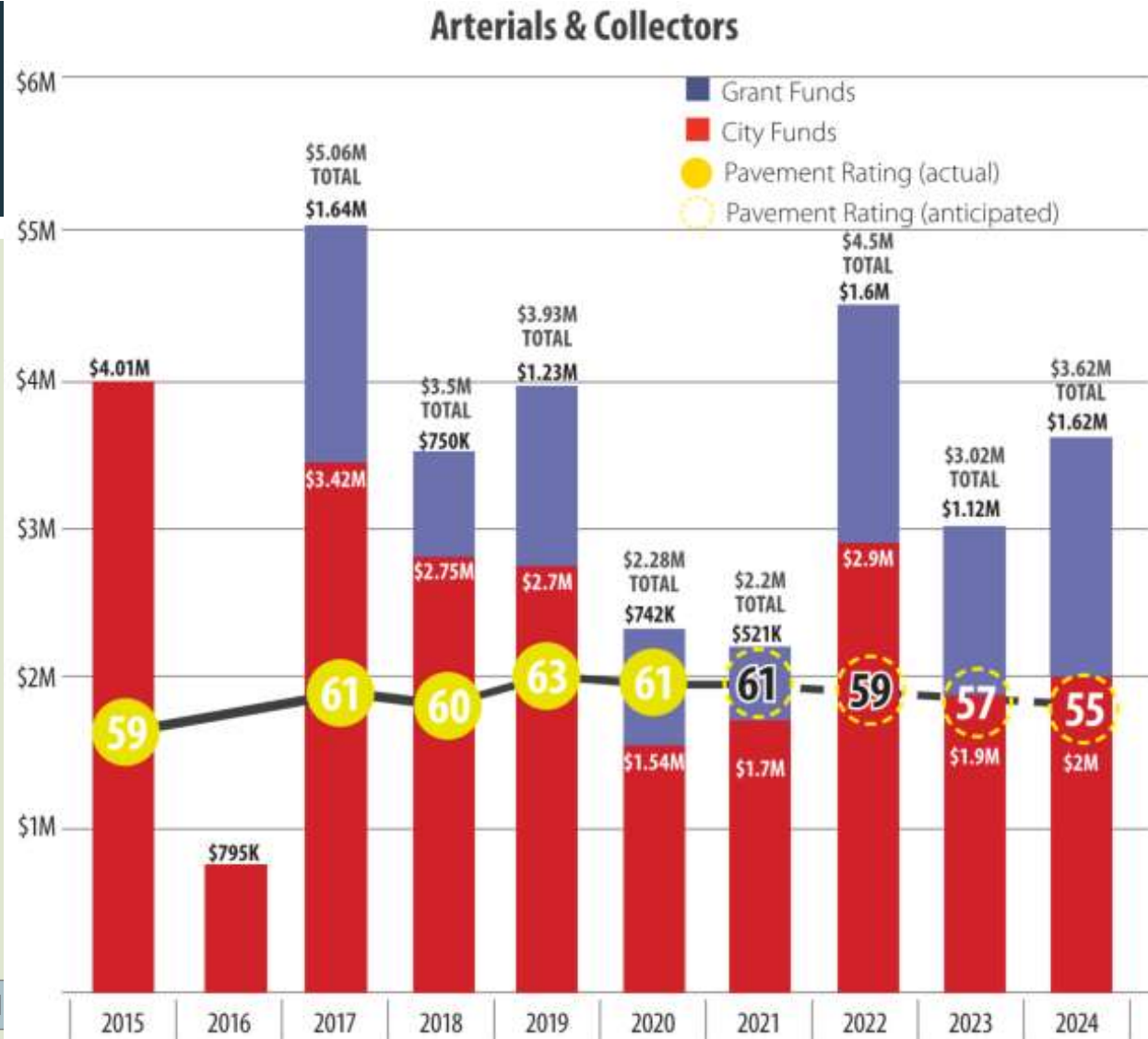


SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

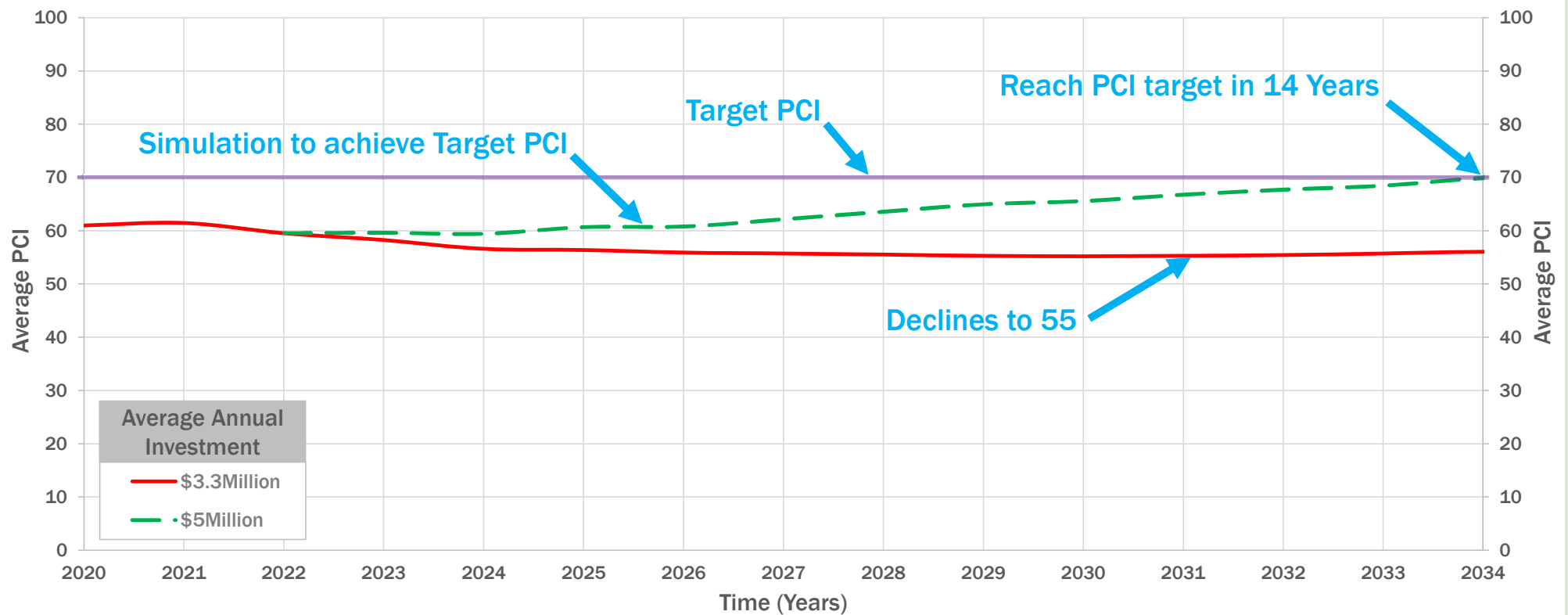
CURRENT FUNDING

- 2017 to 2020
 - Average \$3.69M/year total
 - \$4.36M in Grants Funds
 - PCI average approximately 61
- 2021 to 2024
 - Average \$3.3M/year total
 - \$4.86M in Grant Funds secured
 - Average PCI expected to decline

SERVICE • ENVIRONMENT • ECON



ARTERIALS & COLLECTORS - PREDICTED PCI



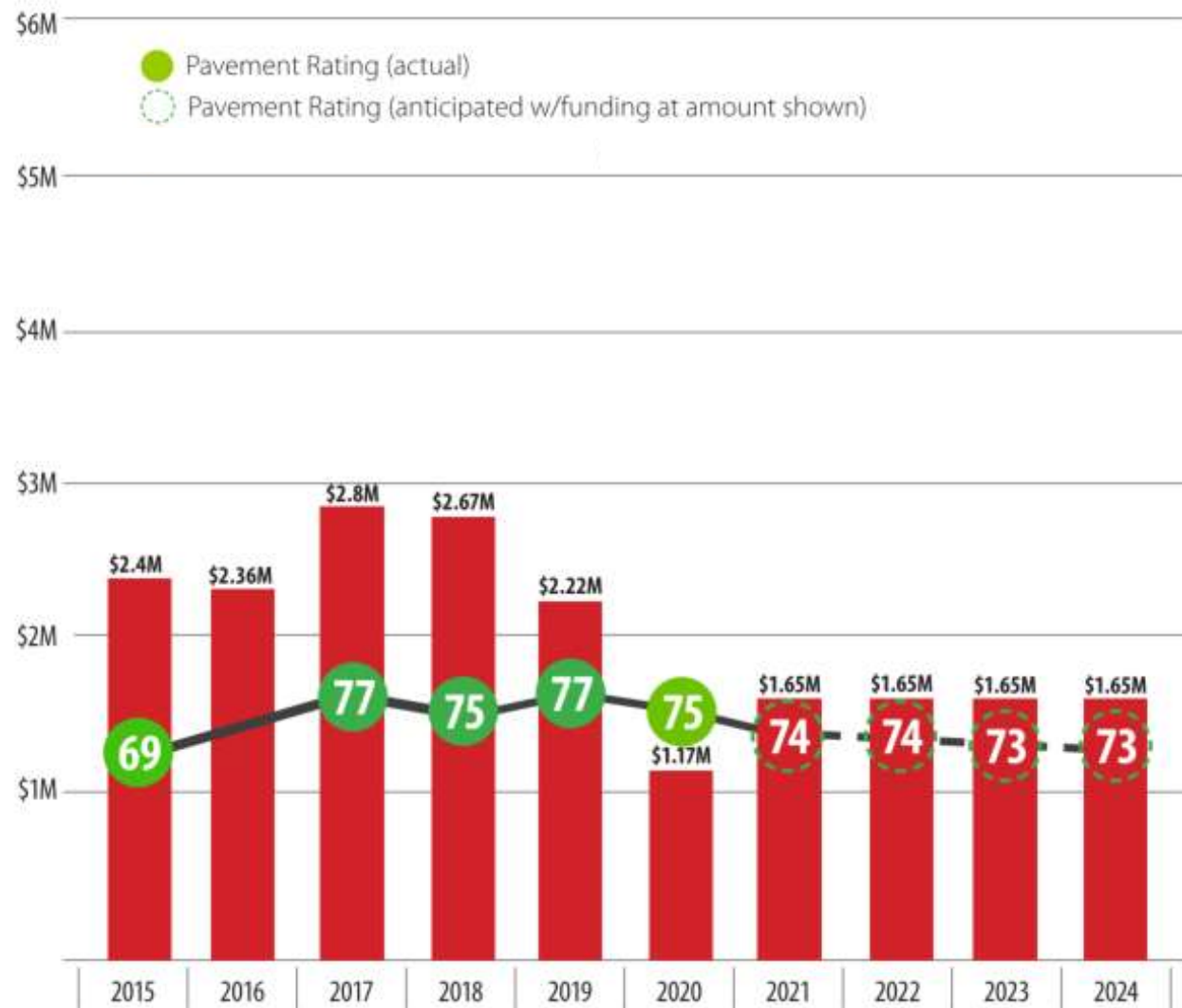
SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

FUNDING

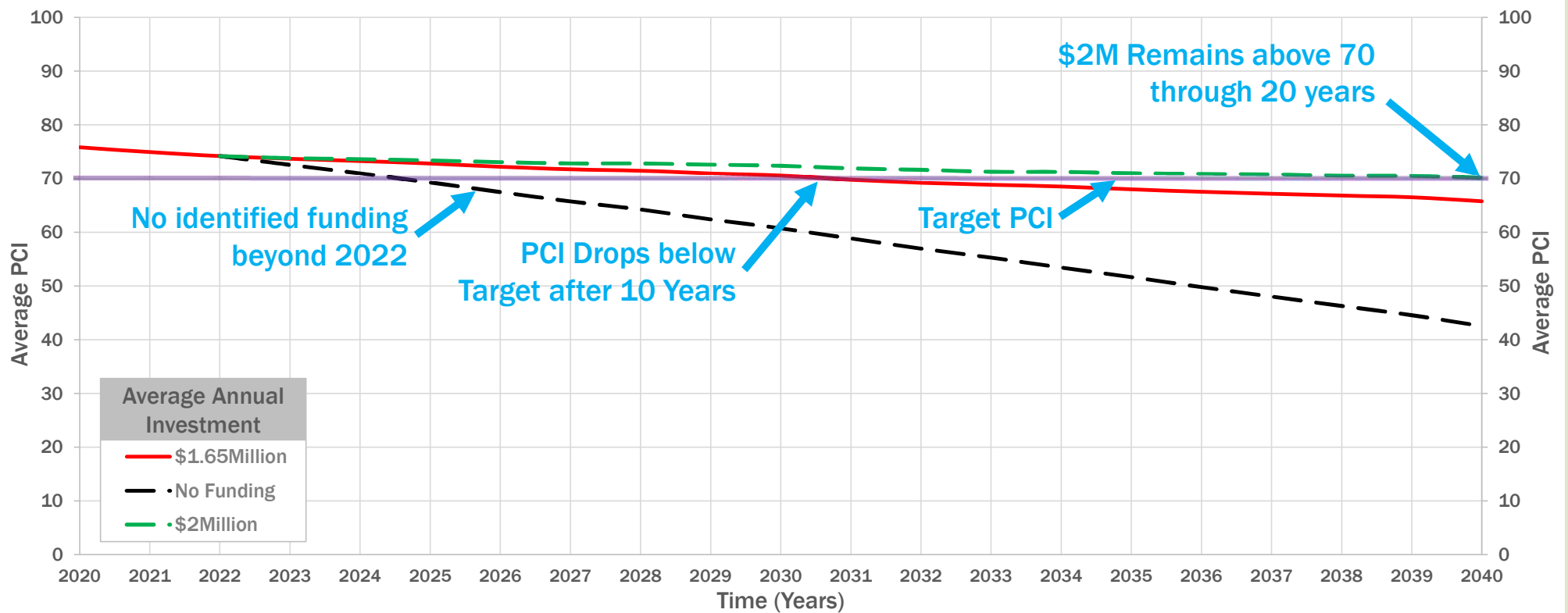
- 2015 through 2020
 - Average \$2.5M/year total
 - PCI increase from 69 to 75
- 2021 and Beyond
 - Funded in the current biennial budget at \$1.65M per year
 - No funding source is currently identified after 2022

SERVICE • ENVIRONMENT • ECON

Local Streets



LOCAL STREETS – PREDICTED PCI



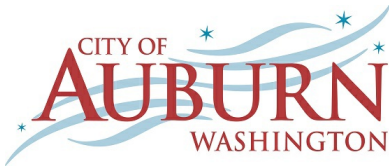
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WHAT'S NEXT?

- New PCI survey data scheduled 2021
- Continuing analysis
- Funding discussions and decisions to be made with 2023 – 2024 budget
- This update will be available on the City's website
 - <https://www.auburnwa.gov/cms/one.aspx?portalId=11470638&pageId=12523154>
- We will continue to pursue grant opportunities

QUESTIONS?

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION



AGENDA BILL APPROVAL FORM

Agenda Subject:

Update of South Sound Housing Affordability Partners (SSHAP) April 20, 2021
(Tate) (15 Minutes)

Date:**Department:**

Community Development

Attachments:

[SSHAP Letter](#)

[#SSHAP Intergovernmental Agreement draft 03-25-21](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

None at this time. For information only and collect initial feedback.

Background for Motion:**Background Summary:**

Over the last two years several Pierce County elected officials that represent the county, cities and tribes have convened for the purposes of discussing the benefits of forming a coalition that can work towards advancing affordable housing objectives in Pierce County. The Mayor of Auburn has participated in these discussions and has advocated for a concept that allows municipal governments to pool resources and collectively work together on an affordable housing crisis that reaches all corners of Pierce County. The Mayor has provided several short briefings summarizing the progress of this effort during her verbal reports at City Council meetings.

After two years of collaboration a draft Intergovernmental Agreement (IGA) has been prepared and distributed for review and comment. The transmittal letter that accompanied the draft IGA was signed by Pierce County elected officials, the Puyallup Tribe, and the Mayors of Lakewood, Auburn, Puyallup, Gig Harbor, Orting, Fife and Tacoma.

The IGA is similar to the Interlocal Agreement (ILA) that the City of Auburn entered into when the South King Housing and Homeless Partners (SKHHP) was formed (An IGA and ILA are synonymous – an ILA is the preferred term for King County and an IGA is the preferred term for Pierce County). SSHAP has a very similar function, purpose, and organization as SKHHP.

Similar to the SKHHP ILA, the SSHAP IGA declares that all participants have voting rights, that all participants share a common objective but are able to pursue different approaches and methods within their municipality, and that each participant would contribute a relatively modest annual fee to help cover the costs of this work. Also similar to SKHHP, a future resolution will be prepared and presented for City Council consideration in June which would authorize the Mayor to sign the IGA.

What would the IGA do if enacted?

1. Establish a common set of housing goals across Pierce County.
2. Establish one municipality as the Administering Agency for SSHAP.
3. Create an Executive Board made up of elected officials representing each participating municipality.
4. Create an Advisory Board that will help guide SSHAP initiatives and programs.
5. Establish a mechanism for funding housing initiatives and programs, including capital expenditures to acquire housing.
6. Create a staff position (or positions) that will support the efforts of SSHAP.
7. Establish rules, procedures, voting methods and other operational details defining how SSHAP will function.

Reviewed by Council Committees:

Councilmember:

Staff:

Tate

Meeting Date: April 26, 2021

Item Number:



SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

Shaping Pierce County's Future by Creating Access to Affordable and Attainable Housing

March 26, 2021

Dear Jeff,

As you know, for the past two years we have been working on an exciting initiative to create more housing that is accessible, affordable, and attainable for all Pierce County resident – the South Sound Housing Affordability Partners (SSHA³P). We are very pleased to send you a draft Intergovernmental Agreement (IGA) for your city's review and comment.

The IGA will create a new formal collaboration among Pierce County cities, towns, tribes and the county to work together on housing issues and projects. We know that housing needs and solutions vary from one community to the next, so we have worked to create a structure that can meet the unique needs of each of our communities. The IGA spells out the purpose, proposed structure, and framework for operating this new collaborative structure.

We want to thank Auburn for working with us to get to this point. As you know, Mayor Backus has been involved in the meetings and discussions that have shaped this attached draft agreement.

Our hope is to have governments decide whether they want to participate in SSHA³P (and if so, approve the intergovernmental agreement) by the end of June of this year so that we can get to work creating this structure in the second half of 2021. In order to meet that schedule we are **asking all interested governments to provide us with any comments or questions on the draft IGA by April 23.** That will provide enough time to make final changes to the document and send it back to you for final review and approval.

We are sending a similar letter to all Mayors, Council Chairs/Deputy Mayors/Mayor Pro Tems, and City Managers, Administrators or Clerks in the county. We will keep you informed about the reactions we receive from those governments. Based on discussions we've been having we are hopefully that many governments across the county will join SSHA³P.

Please send any comments or questions about the IGA to either Bryan Schmid at bryan.schmid@piercecountywa.gov or John Howell at john@cedarrivergroup.com.

Sincerely

Members of the SSHA³P Steering Committee

Mayor Don Anderson
City of Lakewood

Mayor Nancy Backus
City of Auburn

Council Member Annette Bryan
Puyallup Tribe

Executive Bruce Dammeier
Pierce County

Mayor Julie Door
City of Puyallup

Mayor Kit Kuhn
City of Gig Harbor

Council Member Ryan Mello
Pierce County

Mayor Josh Penner
City of Orting

Mayor Kim Roscoe
City of Fife

Mayor Victoria Woodards
City of Tacoma

**Intergovernmental Agreement for SSHA³P
South Sound Housing Affordability Partners**

(Effective Date: **Date of Execution**)

This Intergovernmental Agreement ("Agreement") is entered into by and between the Cities of **??**, Pierce County (each municipal corporations and political subdivisions of the State of Washington), and the Puyallup Tribe of Indians, a **federally-recognized Indian tribe** (the Tribe) Individually each member of SSHA³P is a "Party" and collectively, the "Parties". This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as the South Sound Housing Affordability Partners ("SSHA³P"). This Agreement is made pursuant to the Intergovernmental Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each government.

WHEREAS, the recent increases in the cost to purchase or rent housing in Pierce County has resulted in more than one-third of all households in the county considered cost-burdened, paying more than 30% of their income for housing costs; and

WHEREAS, in the past decade increases in Pierce County median home sales prices (108%) and rental rates (78%) have dramatically outpaced the increases in median household incomes (10%); and

WHEREAS, the recent global pandemic has placed new pressures on the housing market, with the economic downturn resulting in many households unable to afford rent or mortgage payments, anticipated increases in the number of evictions and foreclosures (including among those small rental property owners who have not been receiving rental payments), and at the same time increased demand for purchasing homes due to historically low interest rates and the large increase in the number of those now working remotely; and

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of residents and workers at all income levels in Pierce County; and

WHEREAS, the Parties share a common goal to eliminate housing inequities for all races, ethnicities and other vulnerable or marginalized communities and geographic locations in Pierce County; and

WHEREAS, the Parties wish to provide a sound base of housing policies and programs in Pierce County and to complement the efforts of local governments and existing public and private organizations to address housing needs in Pierce County; and

WHEREAS, the Parties wish to act cooperatively to formulate policies that create access to affordable/attainable housing policies and strategies that address housing stability, ensure an ample housing supply that remains affordable for all income levels, provide incentives for affordable/attainable housing for lower and middle income households, foster efforts to preserve and provide access to affordable/attainable housing by combining public funding with private-sector resources, and support implementation of the goals of the Washington State (the "State") Growth Management Act, related countywide planning policies, and other local policies and programs relating to providing access to affordable and attainable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and effective way for the Parties to address access to affordable and attainable housing needs in Pierce County is through cooperative action and pooling their resources to create a larger scale of activities than any one Party could accomplish on their own, achieve economies of scale, and leverage other public and private resources; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable/attainable-housing-related services; and

WHEREAS, a cooperative work plan with a primary focus on the production and preservation of affordable/attainable housing, is needed because the lack of access to affordable/attainable housing is one of the key contributors to homelessness;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the Parties agree to the above Recitals and the following terms and conditions:

1. DEFINITIONS. The following terms used in this Agreement are defined as follows:

a. *Administering Agency* - One or more of the Parties that will provide administrative support services on behalf of SSHA³P. The role of the Administering Agency will be to serve as the fiscal agent for SSHA³P, in accordance with the requirements of chapter 39.34 RCW, and provide space and administrative support for the SSHA³P staff. These roles could be provided by one Party or the roles could be split and provided by two Parties.

b. *Advisory Board* - A board consisting of 15 to 20 community members and/or key stakeholders appointed by the Executive Board to provide advice and recommendations to the Executive Board on policy needs related to housing stability, program design and development, land and/or funding resource allocation for enhancing access to affordable/attainable housing projects, and other immediate affordable/attainable housing needs, and to provide public education and community outreach support.

c. *Area of Activity* - The area in Pierce County where SSHA³P is expected to conduct its work, and where future expansion of SSHA³P membership could occur, as further described in Exhibit A.

d. *Executive Board* - The governing board for SSHA³P comprised of members as provided herein, which will act on behalf of all Parties and as may be in the best interest of SSHA³P in order to carry out the purposes of this Agreement.

e. *SSHA³P Fund* - A special fund established by the Administering Agency, as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHA³P Executive Board". Within the SSHA³P Fund may be established various accounts and subaccounts including but not limited to a "SSHA³P Operating Account" and a "Housing Capital Funds Account".

i. *SSHA³P Operating Account* - An account created by the Administering Agency for the receipt of contributions from the Parties and other private or public entities, for the purpose of paying for the operations of and supporting the SSHA³P annual budget.

ii. *Housing Capital Funds Account* - An account established by the Administering Agency within the SSHA³P Fund for the purpose of administering the voluntary contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA³P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the

Administering Agency.

iii. *Individual Account(s)* - One or more subaccounts established within the Housing Capital Funds Account for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

f. *SSHA³P Executive Manager* - The managing lead staff for SSHA³P, reporting to the Executive Board, responsible for carrying out the SSHA³P annual work plan and other terms of this Agreement.

g. *SSHA³P Staff* - The full-time and part-time staff hired or assigned with the responsibility for carrying out the SSHA³P work plan, under the direction of the SSHA³P Executive Manager.

2. PURPOSE. All Parties to this Agreement have responsibility for local, regional and tribal planning for the provision of housing affordable to residents that work and/or live in Pierce County. The Parties agree to act cooperatively to formulate housing policies that address access to affordable/attainable housing, housing stability and to foster efforts to preserve and create affordable/attainable housing by combining public funding or other resources with private-sector resources. In order to accomplish the purposes of this Agreement, the Parties agree to create a joint and cooperative undertaking responsible for administering the activities described herein. The cooperative undertaking among the Parties will be called the South Sound Housing Affordability Partners ("SSHA³P"). The Parties further intend that this Agreement serve as a framework for all participating municipalities within the broader SSHA³P Area of Activity to do the aforementioned work. The Parties encourage other cities and tribes and other public and private entities in Pierce County within the SSHA³P Area of Activity to join the Parties in this endeavor.

3. STRUCTURE; CREATION OF JOINT BOARD. By executing this Agreement, the Parties hereto create a joint board pursuant to RCW 39.34.030(4) to govern SSHA³P. The joint board created by this Agreement will be called the "Executive Board" and will be composed of members as provided for in Section 5.a of this Agreement. The Joint Board created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Executive Board will act on behalf of all Parties and as may be in

the best interest of SSHA³P in order to carry out the purposes of this Agreement. The Executive Board is not authorized to own assets or have employees.

4. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of SSHA³P and this Agreement, the Executive Board will have the responsibility and authority to:

a. Create and implement an annual work plan approved by the Executive Board to guide the work of SSHA³P Staff. The work plan will include activities that may benefit multiple participating jurisdictions or individual jurisdictions. The work plan activities will be consistent with the purpose described in this Agreement.

b. Make decisions regarding the allocation of public and private funding deposited into the SSHA³P Housing Capital Funds Account for the purpose of enhancing access to affordable/attainable housing.

c. Direct the Administering Agency to enter into agreements with third parties for the use and application of public and private funds contributed by individual Parties to the SSHA³P Fund, including the Housing Capital Funds Account established in Section 14, under terms and conditions as may be agreed by the individual contributing Parties, as further described in Section 14. At least annually, report to the Parties on the geographic distribution of all housing capital funds as recommended by the SSHA³P Executive Board.

d. Guide the SSHA³P Staff in the performance of the following duties:

- i. Provide recommendations to the Parties regarding local and regional policies to improve access to affordable/attainable housing. SSHA³P Staff may assist the Parties in developing strategies and programs to achieve State Growth Management Act housing goals, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans, as appropriate.
- ii. SSHA³P Staff may provide technical assistance as requested to any Party considering adoption of land use incentives or requirements, or programs to enhance access to affordable/attainable housing. SSHA³P Staff may research model programs, develop

draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SSHAP Staff may assist Parties in developing strategies and programs to implement county-wide affordable/attainable housing policies to meet State Growth Management Act objectives, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans for an equitable and rational distribution of low- and moderate-income housing.

- iii. Facilitate cooperation between the private and public sector with regard to the provision of and access to affordable/attainable housing. SSHAP Staff may communicate directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable/attainable housing projects. SSHAP Staff may work directly with any Party to provide technical assistance with regard to the public funding of affordable/attainable housing projects and the implementation of affordable/attainable housing regulatory agreements for private developments.
- iv. SSHAP Staff may also identify public and private sites that are available for affordable/attainable housing and develop housing alternatives for such sites.
- v. After the Housing Capital Fund is created, develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable/attainable housing, and other documents and procedures as appropriate.
- vi. Provide other technical advice to any Party upon request and to enter into agreements to provide technical assistance to other public entities on a reimbursable basis.
- vii. Provide support and educational activities and to monitor legislative and regulatory activities and proposed policy changes related to enhancing access

to affordable/ attainable housing at the county, state and federal levels. Ensure that the Parties to this Agreement have a strong Pierce County voice in federal, state and regional decision making regarding affordable/attainable housing programs, policy and funding.

- viii. After the Housing Capital Fund is created, develop and carry out procedures for monitoring of affordable/attainable units and to administer direct service housing programs on behalf of any Party. Such direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs.
- ix. Work directly with other public and private entities for the development of affordable/attainable housing policies and encourage the provision and preservation of affordable/attainable housing.
- x. Work with the Advisory Board appointed under this Agreement and Pierce County agencies and organizations working on regional housing stability and access to affordable and attainable housing, identify trends and promising practices, and mobilize those agencies and organizations to support Pierce County positions in regional, state and federal decision-making forums.
- xi. Support public and private fundraising efforts of public and private entities (including non-profit corporations) to raise funds to carry out the purposes of this Agreement. Enter into agreements with those entities for the use of such funds in order to carry out the purposes of this Agreement.
- xii. As directed by the Executive Board, accept public and private funding, invest those funds in accordance with State law, and take other appropriate and necessary action to carry out the purposes of this Agreement.

5. EXECUTIVE BOARD.

a. Membership. SSHA³P will be governed by an Executive Board composed of individuals who have authority to make decisions on the Board on behalf of their governments.

- For cities/towns: Members will either be Mayors or, as designated by the Mayor, Council members or a City Manager/Administrator.
- For tribes: Members will be the Tribal Council Chair or a member of the Tribal Council as designated by the Chair.
- For the county: Members will be the County Executive, and the County Council Chair (or their designee).

Each Party will have one vote on the Executive Board.

Municipalities, local governments, tribes and public agencies within the Area of Activity may become Parties to this Agreement with representation on the Executive Board described in this Section 5, upon satisfaction of the requirements of Section 20.

The Executive Board will administer this cooperative undertaking under the terms of this Agreement and under any procedures adopted by the Executive Board.

b. Officers. The Chair and Vice Chair of the Executive Board will be elected by the members of the Board from the Board membership. The Chair, or in their absence the Vice Chair, will preside over all meetings of the Executive Board; and will, in the absence of an Executive Manager provided for in Section 6 of this Agreement, process issues, organize meetings and provide for administrative support as required by the Executive Board. The Chair will serve a one-year term, but may be reelected by the Executive Board for one additional term.

c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence from a meeting. Notice of the designation will be provided to the Chair of the Executive Board. An alternate member may only vote on behalf of the Party if the Chair has received written notice of the alternate's appointment. It is not intended that alternates will serve on the Board in an ongoing capacity.

d. Powers. It is intended that the Executive Board will serve as a decision-making body for SSHA³P. The Executive Board will have the power to (1) develop and approve an annual budget and annual work plan for SSHA³P and oversee the management of the SSHA³P Fund; (2) adopt procedures for the administration of

SSHA³P (including securing any necessary legal counsel as needed) and for the conduct of meetings; (3) make recommendations to the Parties concerning planning, policy, programs and the funding of projects to enhance access to affordable/attainable housing; (4) establish policies for the expenditure of SSHA³P budgeted items; (5) work with the designated Administering Agency (see Section 6) to carry out the terms of this Agreement; (6) establish a special fund with the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHA³P Executive Board" ("SSHA³P Fund") within which Fund may be established various accounts and subaccounts including but not limited to a "SSHA³P Operating Account" (into which will be deposited funding for the SSHA³P operating budget) and a "Housing Capital Funds Account"; (7) hold regular meetings on those dates and at those places as the Executive Board may designate; (8) direct the Administering Agency to enter into contracts and agreements for the provision of personnel and other necessary services to SSHA³P, including accounting and legal services and the purchase of insurance, and authorize the Administering Agency to execute such other contracts, agreements or other legal documents necessary with public and private entities for SSHA³P to carry out its purposes; (9) establish the responsibilities for the SSHA³P Executive Manager, direct and oversee the Administering Agency in the hiring process and performance review for that position and direct and oversee the activities of the SSHA³P Executive Manager; (10) create a recruitment process and appoint members of the Advisory Board; (11) assist with incorporating and/or work with a non-profit corporation to accept grants, donations and other funds on behalf of SSHA³P and direct the Administering Agency to enter into contracts or other agreements with such agency for the use of those funds to carry out the purposes of this Agreement; and (12) take whatever other action is necessary to carry out the purposes of this Agreement.

6. ADMINISTRATION AND OVERSIGHT. The Executive Board will have final decision-making authority on behalf of SSHA³P over all legislative and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of SSHA³P to an Executive Manager. The SSHA³P Executive Manager will submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and annually to the legislative body of each Party. The reports and their contents will be in a form acceptable to the Executive Board.

Pierce County will be the SSHA³P Administering Agency serving as the fiscal agent (in accordance with the requirements of chapter

39.34 RCW) and providing administrative support services. To change the Administering Agency, the Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency. Each Party that serves in the capacity of Administering Agency hereby agrees to comply with the terms of this Agreement applicable to the Administering Agency in order to permit SSHA³P to carry out its purposes. SSHA³P will be staffed with personnel funded by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SSHA³P.

Any Party providing personnel to SSHA³P will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. All Parties will cooperate fully in assisting SSHA³P to provide the services authorized in this Agreement.

7. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board will meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Executive Board will consist of the Board members (or alternates) who represent a simple majority of the Board's membership. Executive Board members (or alternates) may participate in any meeting by phone and/or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership, provided however, that a supermajority (two-thirds of Board members) will be required to change the Administering Agency, or to modify the proposed contribution methodology for dues and assessments (see Section 15). Official action by the Executive Board may be conducted by motion, resolution, declaration, or such means as determined to be necessary by the Executive Board in their procedures for conducting meetings (referred to in 5.d above), provided however, changing the Administering Agency or Agencies shall be completed by resolution. All official action of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, will have one vote on any proposed action; except that shared member voting shall be in accordance with the Executive Board's approval under Section 5 (a). Proxy voting will not be allowed. To the extent applicable to meetings of the Executive Board, the Executive Board will comply

with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. ADVISORY BOARD.

a. Purpose and Role. The Executive Board will create an Advisory Board to provide advice and recommendations on the work of SSHAP. Specific objectives shall be to advise the Executive Board regarding: assessment of affordable/attainable housing needs for different populations in Pierce County; the development of policies and/or funding resources to meet those needs; the priorities for allocation of future SSHAP capital resources to create or preserve access to affordable/attainable housing; input on program design and development related to housing affordability and stability; suggested approaches to federal, state and regional legislative advocacy; and providing support for public education and community outreach activities. The Advisory Board will be created before the end of the first year of SSHAP operations (with the start of the year defined as the hiring of the SSHAP Executive Manager).

b. Membership. The Advisory Board will consist of not more than twenty (20) and not less than fifteen (15) community members and/or key stakeholders. The Executive Board will appoint members to the Advisory Board. Appointed members must have knowledge and understanding of affordable/attainable housing and be committed to the furtherance of improving access to affordable/attainable housing for all in Pierce County. Membership should reflect a geographic diversity of Pierce County cities, towns, tribes and unincorporated areas. Membership will reflect one-third consumers of affordable/attainable housing (rental and ownership housing), one-third developers, designers, planners of affordable/attainable housing, and one-third advocates and advisors who work on land use and housing issues.

c. Terms. Appointments will be for a three-year term with service limited to a total of two consecutive terms. When the Advisory Board is created, the initial terms of members shall be staggered as follows:

- One-third shall be appointed for a one-year term
- One-third shall be appointed for a two-year term
- One-third shall be appointed for a three-year term

The membership categories of the Advisory Board, described in section 8.b above, will be evenly distributed across the three initial terms.

d. Recruitment and Termination. The Executive Board will adopt procedures for the recruiting, convening and administration of the Advisory Board. A member may be removed from the Advisory Board by the Executive Board with or without cause on a majority vote of membership of the Executive Board.

e. Officers. When the Advisory Board has been duly created, the members shall elect a Chair and Vice Chair, who will be responsible for working with the SSHAP Executive Manager to set agendas and facilitate meetings.

f. Conflict of Interest. No member of the Advisory Board may vote on a Board recommendation if the result would financially benefit an agency or organization of which the Member is a decision-making officer, or is in a position of authority or responsibility. It is the responsibility of each Board Member to declare potential conflicts of interest. The Chair shall be responsible for mediating differences of opinion on these matters as they may arise.

9. MEETINGS OF ADVISORY BOARD.

a. Frequency. The Advisory Board will meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Advisory Board will consist of the Board members who represent a simple majority of the Board's membership. Advisory Board members may participate in any meeting by phone and/or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. Official action by the Advisory Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Advisory Board. Proxy voting is not allowed. To the extent applicable to meetings of the Advisory Board, the Advisory Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

10. AGREEMENT DURATION. This Agreement will be in full force and effect for a period commencing as provided in Section 34, and ending December 31, 2023. This Agreement will automatically renew

for successive two-year terms, unless sooner terminated under the provisions of this Agreement.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement.

Upon termination of this Agreement, all property acquired during the life of the Agreement will be disposed of in the following manner:

a. all property contributed without charge by any Party will revert to the contributing Party;

b. all property purchased on behalf of SSHAP after the effective date of this Agreement will be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;

c. except as provided in Subsection d. below, all unexpended or reserve funds will be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated;

d. all uncommitted monies in the Housing Capital Funds Account will be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party's Individual Account (as described in Section 14) to that Party; and

e. each Party that has funded a project through the Housing Capital Funds Account will be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency will be released from further obligations with respect thereto.

12. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial term if it first gives six months advance written notice to the Executive Board of its intention to withdraw, which notice will be due on or before June 30, 2022. If notice of an intent to withdraw is timely received, withdrawal will be effective as of 11:59 p.m. on December 31, 2023. The initial members of SSHAP agree they will participate for at least through the first full term of the collaboration.

After December 31, 2023, an opportunity is provided once per year for a Party to withdraw from this Agreement. Under this provision, advance written notice must be provided to the Executive Board on

or before June 30, of its intention to withdraw from participation in the Agreement, effective as of 11:59 p.m. on December 31st of that current year.

Any Party withdrawing from this Agreement will remain legally and financially responsible for any obligation incurred by the Party pursuant to the terms of this Agreement, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, during the time the withdrawing Party was a member of SSHA³P. A notice of withdrawal may be revoked by the Party that submitted the notice only by approval of a majority of the Executive Board to accept the revocation. Any Party that provides written notice of its intent to withdraw may continue to vote on all matters before the Executive Board prior to the effective date of its withdrawal, except the budget and work plan for the following year.

13. BUDGET. The fiscal year for SSHA³P will be January 1 to December 31 of any year. The first year budget and anticipated second year budget for SSHA³P are attached to this Agreement as Exhibit B and incorporated herein by this reference. Approval of this Agreement by the legislative body of each Party includes approval of the SSHA³P budgets through the first full term of the agreement. For subsequent years, on or before July 1st of each year, a recommended operating budget for SSHA³P for the following budget year will be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended operating budget will contain an itemization of all categories of budgeted expenses and will contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. Contributions to the SSHA³P annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions.

a. No recommended budget will become effective until approved by the legislative body of each Party and adopted by the Executive Board, except for SSHA³P's first full term (2021, 2022 and 2023). Once the legislative body of each Party has approved its contribution to SSHA³P, either separately or through its budget process, and the SSHA³P budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the budget in a timely manner, the Executive Board may adopt the annual budget and work plan with a two-thirds majority vote.

b. Each Party's contribution(s) will be transmitted to SSHAP on an annual basis no later than the end of the first quarter of each calendar year, unless otherwise provided in the budget document. Each Party will specify the amount of its contribution to be deposited by the Administering Agency into the SSHAP Operating Account, as well as the amount, if any, to be deposited into the Party's Individual Account within the SSHAP Housing Capital Funds Account established by Section 14.

c. If any Party is delinquent by more than three months in the payment of its approved operating budget contribution to the SSHAP Operating Account, that Party will not be entitled to vote on matters before the Executive Board until the delinquency has been paid. A Party's decision not to contribute funds to its Individual Account, or its delinquency in funding the same will not affect that Party's voting rights on the Executive Board.

14. HOUSING CAPITAL FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING HOUSING CAPITAL FUNDS ACCOUNT CONTRIBUTIONS. If authorized by resolution of the Executive Board, the Administering Agency may establish and maintain an account within the SSHAP Fund for the purpose of administering the contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHAP Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency as described in this Agreement.

a. Within the Housing Capital Funds Account, a sub-account will be established for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Such sub-accounts are collectively referred to as the "Individual Accounts." Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

b. A subaccount will be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts."

c. The Administering Agency will maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and will provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may

be delegated to the SSHA³P Executive Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to SSHA³P for deposit in the Housing Capital Funds Account will be held by the Administering Agency on behalf of SSHA³P until directed for application by the contributing Party (as described in 14.a. above). Uncommitted funds in an Individual Account will be remitted to the contributing Party within 45 days of receipt of written request from the Party signed by its chief executive officer, or upon the Party's withdrawal from SSHA³P in accordance with the terms of Section 12, or on the dissolution of SSHA³P per Section 11.

e. Funds held by the Administering Agency on behalf of SSHA³P will be subject to laws applicable to public funds, including but not limited to limitations on investments for public funds as provided in State law and the State constitutional limitations on the gifting of public funds. Investment earnings will be credited to each Individual Account and Subaccount on a pro rata basis.

f. The Executive Board will develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Capital Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

- i. The SSHA³P Executive Board will authorize the application of specified amounts of Individual Account monies to projects or programs consistent with the purpose of the SSHA³P Capital Fund, and will authorize and direct the SSHA³P Executive Manager, and the Administering Agency to take such actions as necessary to accomplish this. At least two weeks prior to the Executive Board action they will notify the individual parties whose funds will be used for such projects or programs of the various terms to accompany their authorizations, and will at a minimum include terms related to:
 1. amount of funds allocated;
 2. project description, including minimum affordability requirements, if any;
 3. nature of the funding commitment (loan, grant, or other);
 4. in the event the funding commitment is provided as a loan, the general repayment terms including

- but not limited to the term of the loan and applicable, interest rate(s); and
5. a general description of the security interests, if any, to be recorded in favor of the Party.
- ii. For each individual housing project or program to be funded through the Housing Capital Funds Account, the developer, owner or administrator of such project or program (generally referred to as the "developer"), will enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents will specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Capital Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and will identify each participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. To the extent permitted by law, the project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Capital Funds Account monies from the funding Parties to the developer.
- iii. Funding contributions to, and repayments (if any) from, specific projects and programs will be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party's Individual Account and Project Accounts. Repayments (if any) under any project financing agreement will be applied *pro rata* to the funding Parties' Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.
- iv. Unless the Parties funding a project or program through the Housing Capital Funds Account otherwise agree, a default, termination or other action against a developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51%

of the total SSHA³P member funding to the project. The Administering Agency will provide reasonable notice and information regarding the status of projects as necessary to each funding Party's chief executive officer to allow them to make a timely decision in this regard. Funding Parties not consenting to such default, termination or other action will be bound by the decision of the majority. All funding Parties will be obligated on a pro rata basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred as a result of declaring a default, terminating an agreement or taking other action against a developer or other third party. Any funds recovered through such enforcement proceedings will be allocated to the funding Parties Individual Accounts pro rata based on their respective funding contributions to a project.

- v. The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into before the effective date of this Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

15. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Contributions to the SSHA³P Operating fund will be based on groupings of like-sized cities (based on population), or whatever contribution methodology is approved by a two-thirds majority of the Executive Board. Funding for the activities of SSHA³P will be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no dues, charges or assessments will be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party subject to the dues, charges or assessments. An approved budget (the overall revenues and expenditures) will not be modified until approved by the legislative body of each Party and finally adopted by the Executive Board. If a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties. Notwithstanding

the foregoing, contributions by a Party to its Individual Account within the Housing Capital Funds Account will be solely within the discretion of that Party and are not considered "dues or assessments."

16. PUBLIC RECORDS REQUESTS. Records of SSHA³P will be held by the Administering Agency, in addition to any records the Parties themselves may retain concerning their participation in SSHA³P. These records may include meeting agendas, meeting summaries, reports, plans, budgets, and other documents.

When a Party receives a request for records that may be held by the Administering Agency, the Party will refer the request to its own Executive Board member. The Party's Executive Board member will then work with the Administering Agency to gather all responsive records. The Party receiving the request should work with its own public records staff (if any) to describe the request with sufficient specificity to allow the Administrative Agency to identify and provide the records being sought. If any clarification of the request is required, the Party receiving the request will obtain that clarification from the requester. All communication with the requester will be by the Party to whom the request was submitted.

In consultation with the Administering Agency, it will be the responsibility of the Party to whom the request for records was made to estimate the time it will need to produce responsive records, determine which records are responsive to the request, and address any redactions permitted by law. The Party that receives the request will bear the responsibility of complying with the Public Records Act in relation to its public records.

Nothing in this Section is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that Party as contemplated by the Public Records Act.

17. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party will indemnify, defend and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, SSHA³P's Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. If there is any recovery under this Section, the

Party responsible for any wrongful acts or omissions will pay any judgment or lien arising from the acts or omissions, including all costs and other Parties' reasonable attorney's fees. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. If 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 a Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder will be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose 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.

c. Each Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency) will give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

18. INSURANCE. The Executive Board, SSHAP Executive Manager and the Administering Agency will take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practice. The Executive Board will determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of SSHAP and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and will direct the acquisition of same.

19. AMENDMENTS. Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of at least two-thirds of the legislative bodies of all Parties to this Agreement, evidenced by the authorized signatures of those Parties as of the effective date of the amendment. However, any amendment to this Agreement affecting the terms and conditions of membership

on the Executive Board, powers of the Executive Board, voting rights of Executive Board members, Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section will require consent of the legislative authorities of all Parties. This Section will not be construed to require amendment of this Agreement for the addition of a new Party contemplated under Section 20 or for any related revision to Executive Board membership authorized in Section 5(a) or Advisory Board membership in Section 8(b). The Executive Board will review this Agreement, no less than every five years, to determine if any amendments or modifications are needed.

20. ADDITIONAL PARTIES. Municipalities, local governments, tribes, and public agencies within the SSHA³P Area of Activity may, on execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement on affirmative vote of at least fifty percent of the Executive Board. The Executive Board will determine by a vote of at least fifty percent of its membership what, if any, funding obligations the additional Party will commit to as a condition of becoming a Party to this Agreement.

21. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement, will not affect the validity of the remaining provisions of the Agreement.

22. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the "Parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting will include the Chair of the Executive Board, the SSHA³P Executive Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) will be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute will share equally the costs of mediation and assume their own costs.

23. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Agreement

Duration), Section 11 (Termination of Agreement), Section 12 (Withdrawal), Section 16 (Public Records Requests), and Section 17 (Indemnification and Hold Harmless) will remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

24. WAIVER. No term or provision of this Agreement will be deemed waived and no breach excused unless that waiver or consent is in writing and signed by the Party claimed to have waived or consented.

25. SUBSEQUENT BREACH. Waiver of any default will not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.

26. NOTICE. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the SSHA³P Executive Manager. In the absence of a SSHA³P Executive Manager, notice will be given to the chief executive officer of the Administering Agency. Any notice to an Officer or Party will be sent, to the address specified by the chief executive officer of the Party.

27. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

28. APPLICABLE LAW AND VENUE. This Agreement and any rights, remedies, or obligations provided for in this Agreement will be governed, construed, and enforced in accordance with the substantive and procedural laws of the State. The Parties agree that the venue for any legal action under this Agreement is in the County in which a project is located, provided that the venue for any legal action against Pierce County may be filed in accordance with RCW 36.01.050.

29. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable/attainable housing activities.

30. INDEPENDENT CONTRACTORS. Each Party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. No joint venture or partnership is formed as a

result of this Agreement.

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

31. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.

32. NONDISCRIMINATION. The Parties will comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

33. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, will be deemed one integrated Agreement.

34. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement will become effective (Date of Execution), subject to its approval by the legislative bodies of all jurisdictions who are members of SSHAP as of (Date of Execution), and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source. Although this Agreement may be approved and signed by a Party after the Agreement's effective date, all acts consistent with the authority of this Agreement that occur on or after , (Date of Execution), are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.

(Signature Page Follows)

Approved and executed this _____ day of _____, 2019.

Name of Party: _____ Approved as to form

By: _____ City Attorney
Its: _____

Exhibit A – SSHA³P Area of Activity (Map)



NOTE: Per Steering Committee recommendation Area of Activity should be the entire county. Final IGA will include clearer map.

NOTE: The following budgets are draft and won't be finalized until the final number of member governments are identified. The numbers may also change depending the amount of outside revenue raised.

The following provides draft budgets for years 1 (6 months of operations)² and 3. There are two scenarios: one in which ten governments participate and the other in which 14 governments participate. If a government is not listed on the draft budgets the annual dues can be estimated based on the dues for another government with a similar population.

DRAFT BUDGET PROPOSAL (10 Governments)**YEAR 1 (2021) - 1 FTE****Funding for 6 Months Operations****Annual Expense Budget**

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	178,000
10% Overhead/Administration Fee	\$	17,800
TOTAL	\$	195,800
Cost for 6 months of Operations:	\$	97,900

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	84,400
TOTAL	\$	97,900

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by Population Size
Auburn	9,980	1%	\$ 1,750
Fife	10,200	1%	\$ 1,750
Gig Harbor	11,240	1%	\$ 1,750
Lakewood	60,030	8%	\$ 8,000
Puyallup	42,700	5%	\$ 6,000
Puyallup Tribe	6,000	1%	\$ 1,000
Steilacoom	6,505	1%	\$ 1,000
Sumner	10,360	1%	\$ 1,750
Tacoma	213,300	27%	\$ 20,000
Unincorporated Pierce Co	426,200	54%	\$ 42,500
TOTAL	796,515		\$ 85,500

DRAFT STRAW PROPOSAL (10.26.20)

YEAR 2 (2022) - 1.5 FTE

10 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation 2nd yr	\$	67,636
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	251,026
10% Overhead/Administration Fee	\$	25,103
TOTAL	\$	276,128

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	249,128
TOTAL	\$	276,128

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by Population Size
Auburn	9,980	1%	\$ 4,500
Fife	10,200	1%	\$ 4,500
Gig Harbor	11,240	1%	\$ 4,500
Lakewood	60,030	8%	\$ 20,000
Puyallup	42,700	5%	\$ 15,000
Puyallup Tribe	6,000	1%	\$ 3,000
Steilacoom	6,505	1%	\$ 3,000
Sumner	10,360	1%	\$ 4,500
Tacoma	213,300	27%	\$ 65,000
Unincorporated Pierce Co	426,200	54%	\$ 130,000
TOTAL	796,515		\$ 254,000

YEAR 3 (2023) - 1.5 FTE
10 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation 3rd yr	\$	70,003
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	258,972
10% Overhead/Administration Fee	\$	25,897
TOTAL	\$	284,869

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	257,869
TOTAL	\$	284,869

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by Population Size
Auburn	9,980	1%	\$ 4,658
Fife	10,200	1%	\$ 4,658
Gig Harbor	11,240	1%	\$ 4,658
Lakewood	60,030	8%	\$ 20,700
Puyallup	42,700	5%	\$ 15,525
Puyallup Tribe	6,000	1%	\$ 3,105
Steilacoom	6,505	1%	\$ 3,105
Sumner	10,360	1%	\$ 4,658
Tacoma	213,300	27%	\$ 67,275
Unincorporated Pierce Co	426,200	54%	\$ 134,550
TOTAL	796,515		\$ 262,890

DRAFT BUDGET PROPOSAL (14 Governments)**YEAR 1 (2021) - 1 FTE****Funding for 6 Months Operations****Annual Expense Budget**

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	178,000
10% Overhead/Administration Fee	\$	17,800
TOTAL	\$	195,800
Cost for 6 months of Operations:	\$	97,900

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	84,400
TOTAL	\$	97,900

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by Population Size
Auburn	9,980	1%	\$ 1,500
Bonney Lake	21,390	2%	\$ 3,000
Edgewood	12,070	1%	\$ 1,500
Fife	10,200	1%	\$ 1,500
Gig Harbor	11,240	1%	\$ 1,500
Lakewood	60,030	7%	\$ 7,000
Orting	8,635	1%	\$ 1,500
Puyallup	42,700	5%	\$ 5,000
Puyallup Tribe	6,000	1%	\$ 500
Steilacoom	6,505	1%	\$ 500
Sumner	10,360	1%	\$ 1,500
Tacoma	213,300	24%	\$ 18,500
University Place	33,310	4%	\$ 5,000
Unincorporated Pierce Co	426,200	49%	\$ 37,500
TOTAL	871,920		\$ 86,000

YEAR 2 (2022) - 1.5 FTE
14 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation for 2nd year	\$	67,636
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	251,026
10% Overhead/Administration Fee	\$	25,103
TOTAL	\$	276,128

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	249,128
TOTAL	\$	276,128

Shares for participating governments:

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Auburn	9,980	1%	\$ 4,000
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Fife	10,200	1%	\$ 4,000
Gig Harbor	11,240	1%	\$ 4,000
Lakewood	60,030	7%	\$ 18,000
Orting	8,635	1%	\$ 4,000
Puyallup	42,700	5%	\$ 11,000
Puyallup Tribe	6,000	1%	\$ 2,000
Steilacoom	6,505	1%	\$ 2,000
Sumner	10,360	1%	\$ 4,000
Tacoma	213,300	24%	\$ 58,000
University Place	33,310	4%	\$ 11,000
Unincorporated Pierce Co	426,200	49%	\$ 118,000
TOTAL	871,920		\$ 251,000

YEAR 3 (2023) - 1.5 FTE
14 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation for 3rd year	\$	70,003
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	258,972
10% Overhead/Administration Fee	\$	25,897
TOTAL	\$	284,869

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	257,869
TOTAL	\$	284,869

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by population size
Auburn	9,980	1%	\$ 4,140
Bonney Lake	21,390	2%	\$ 7,245
Edgewood	12,070	1%	\$ 4,140
Fife	10,200	1%	\$ 4,140
Gig Harbor	11,240	1%	\$ 4,140
Lakewood	60,030	7%	\$ 18,630
Orting	8,635	1%	\$ 4,140
Puyallup	42,700	5%	\$ 11,385
Puyallup Tribe	6,000	1%	\$ 2,070
Steilacoom	6,505	1%	\$ 2,070
Sumner	10,360	1%	\$ 4,140
Tacoma	213,300	24%	\$ 60,030
University Place	33,310	4%	\$ 11,385
Unincorporated Pierce Co	426,200	49%	\$ 122,130
TOTAL	871,920		\$ 259,785



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6818 (Council)

Department:

Council

Attachments:

[Ordinance No. 6818](#)

Date:

April 21, 2021

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only

Background for Motion:**Background Summary:**

March 8, 2021, Council requested a Council-generated ordinance regarding hazard pay for grocery workers in Auburn;

March 15, 2021, the Mayor and Deputy Mayor formed the Ad Hoc Committee for Hazard Pay for Grocery Workers;

The Hazard Pay Ad Hoc Committee met two times and requested legal staff prepare Ordinance 6818 for Council's consideration.

Reviewed by Council Committees:

Councilmember: Brown

Meeting Date: April 26, 2021

Staff:

Item Number:

ORDINANCE NO. 6818

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, PROTECTING THE HEALTH, SAFETY, AND PROSPERITY OF GROCERY WORKERS AND THE GENERAL PUBLIC DURING THE EXISTING STATE OF EMERGENCY

WHEREAS, this ordinance relates to employment in Auburn; establishing labor standards requirements for additional compensation for grocery employees working in Auburn; and

WHEREAS, the new coronavirus 19 (COVID-19) disease is caused by a virus that spreads easily from person to person and may result in serious illness or death, and is classified by the World Health Organization as a worldwide pandemic; and

WHEREAS, COVID-19 has broadly spread throughout Washington State and remains a significant health risk to the community, especially members of our most vulnerable populations; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared that COVID-19 constituted a public health emergency of international concern, WHO's highest level of alarm; and

WHEREAS, on February 29, 2020, Washington Governor Jay Inslee declared a state of emergency for all counties throughout the state of Washington in response to new cases of COVID-19; and

WHEREAS, on March 3, 2020, Mayor Nancy Backus proclaimed a civil emergency in response to new cases of COVID-19, authorizing the Mayor to exercise the emergency powers necessary to take extraordinary measures to prevent death or injury of persons

and to protect the public peace, safety and welfare, and alleviate damage, loss, hardship or suffering; and

WHEREAS, on March 23, 2020, Washington Governor Jay Inslee issued Proclamation 20-25, a “Stay Home – Stay Healthy” order closing all non-essential workplaces, requiring people to stay home except to participate in essential activities or to provide essential business services, and banning all gatherings for social, spiritual, and recreational purposes. The “Stay Home – Stay Healthy” proclamation identified grocery employees as “Essential Critical Infrastructure Workers” performing work to protect communities and ensure continuity of functions critical to public health and safety, as well as economic and national security; and

WHEREAS, in October 2020, the British Medical Journal, *Occupational & Environmental Medicine*, reported that grocery employees face a serious risk of COVID-19 infection and associated psychological distress. A study of 104 grocery employees at a grocery store in Boston, Massachusetts found that 20 percent tested positive for COVID-19 despite 91 percent of employees reporting wearing a face mask at work and 77 percent of employees reporting wearing masks outside of work. The positive rate of infection among grocery employees was five times as likely for those who interacted with customers than for those who did not. Additionally, the study found that 76 percent of employees had no symptoms, suggesting that these employees could be an important reservoir of asymptomatic infection. Further, 24 of the 99 employees who filled out a related medical health questionnaire also reported experiencing anxiety, and eight employees were deemed depressed from their questionnaire answers; and

WHEREAS, in November 2020, the Brookings Metropolitan Policy Program reported that the profits of top retail companies, including grocery businesses, soared during the pandemic while their employees earned low wages and, with few exceptions, failed to receive consistent or meaningful additional compensation for performing life threatening work. The report found that the top retail companies in their analysis earned on average an extra \$16.7 billion in profit compared to the previous year – a 40 percent increase; and

WHEREAS, on January 3, 2021, the Center for Disease Control (CDC) reported that multiple COVID-19 variants are circulating globally that appear to spread more easily and quickly than other variations; and

WHEREAS, on January 5, 2021, Governor Jay Inslee announced the “Healthy Washington – Roadmap to Recovery,” a COVID-19 phased recovery plan; and

WHEREAS, the Brookings Metropolitan Policy Program has reported that the United States’ top retail companies, including grocery businesses, have generated record-breaking profits during the pandemic, with the top retail companies accumulating on average an additional \$16.7 billion in profits over the previous year amounting to a 40% increase in profits; and

WHEREAS, grocery employees have been supporting grocery businesses’ operations and facilitating community access to food during the pandemic, despite facing a clear and present danger of workplace exposure to COVID-19 and receiving limited or inconsistent additional pay in recognition of this hazard; and

WHEREAS, the dangers of working during the pandemic are especially significant for Black, Indigenous, and People of Color (BIPOC) employees who are overrepresented among the retail frontline workforce and who are disproportionately impacted by COVID-19; and

WHEREAS, establishing a requirement for grocery employees to receive hazard pay for work performed in Auburn during the COVID-19 emergency will promote job retention, compensate them for the risks of working on the frontlines of a global pandemic, improve their financial ability to access resources for protecting themselves and their families from catching or spreading the virus or coping with illness caused by the virus, and support the welfare of the greater community that depends on grocery employees for safe and reliable access to food; and

WHEREAS, recognizing the ongoing threat to frontline grocery employees, several cities have passed or have announced legislative efforts to require hazard pay of \$4 to \$5 per hour for grocery employees during the COVID-19 emergency; and

WHEREAS, establishing a labor standard that requires hazard pay for grocery employees is a subject of vital and imminent concern to the community and requires appropriate action by the City Council; and

WHEREAS, studies show that a variant first detected in the United Kingdom (UK) in September 2020, known as B.1.1.7, is 50 to 70 percent more transmissible than the previously circulating form of the COVID-19 virus and is responsible for more than half of new infections in the UK. The B.1.1.7 variant is now prevalent in 40 countries, and cases in the United States have been identified in nine states: California, Colorado, Connecticut, Georgia, Florida, Minnesota, New York, Pennsylvania, and Texas; and

WHEREAS, on April 19, 2021, Public Health – Auburn & King County reported that the current status is 199.7 positive cases per 100,000 residents; and

WHEREAS, as of April 19, 2021, Public Health – Auburn & King County reported a total of 6,161 positive cases including 99 deaths in Auburn. The Washington DOH reported a total of 359,810 positive cases including 5,394 deaths statewide; and

WHEREAS, the Washington DOH reported a total of 198 COVID-19 related outbreaks in retail settings, including 9 during the week of April 4-10, 2021; and

WHEREAS, the Washington DOH reported a total of 181 COVID-19 related outbreaks in grocery settings, including 4 during the week of April 4-10, 2021; and

WHEREAS, throughout the entirety of the COVID-19 emergency, grocery businesses have been operating in Auburn and relying upon the work of grocery employees who are highly vulnerable to health and safety risks; and

WHEREAS, grocery employees are essential workers performing services that are fundamental to the economy and health of the community during the COVID-19 crisis. They face clear and present dangers at their jobs and continue to risk their lives and the health of their families to keep the community's food supply chain operating; and

WHEREAS, grocery employees cannot choose to work from home and must come to work to perform their jobs, which can involve substantial interaction with customers and/or ventilation systems that could potentially spread the virus. They are wearing masks, trying as much as possible to social distance, performing safety protocols, and learning new skills to decrease transmission of the virus to protect themselves and the public; and

WHEREAS, the risks of working during the pandemic are especially significant for BIPOC employees because they are overrepresented among the retail frontline workforce and are disproportionately impacted by COVID-19. Data shows that people of color are disproportionately experiencing hospitalization and dying of COVID-19; and

WHEREAS, the CDC reports that Black and Indigenous people, followed by Pacific Islanders and Latinx people, are disproportionately affected by COVID-19 due to long-standing inequities in social determinants of health, including overrepresentation in jobs that require customer contact such as grocery stores; lower incomes and barriers to wealth accumulation; lack of access to quality healthcare and fair treatment in the healthcare system; difficulties in finding affordable and quality housing; and inequities in access to high-quality education. The CDC reports that these determinants may increase risk of COVID-19 exposure, illness, hospitalization, long-term health and social consequences, and death. To stop the spread of COVID-19, the CDC states that resources must be equitably available for everyone to maintain physical and mental health; and

WHEREAS, Science in the News (SITN), a graduate student group at the Harvard Graduate School of the Arts and Sciences, reports that it is more difficult for BIPOC communities to stay safe during the pandemic and notes the importance of keeping these vulnerable populations in mind as the country slowly reopens the economy. SITN states that social distancing is a privilege that many people of color cannot afford because they work and reside in situations with higher risk of exposure to the virus: people of color are more likely to live in densely populated areas; reside in multigenerational and multifamily households; and use public transportation. Furthermore, SITN reports that many

inequalities that pre-dated the pandemic have worsened, including limited access for Black and Latinx communities to primary care physicians, medical facilities, and COVID testing; and

WHEREAS, grocery businesses are profiting during the pandemic from the labor of employees who are working under dangerous conditions; and

WHEREAS, hazard pay, paid in addition to regular wages, is an established type of additional compensation for employees performing hazardous duties or work involving physical hardship that can cause extreme physical discomfort and distress; and

WHEREAS, grocery employees working during the COVID-19 emergency merit hazard pay because they are performing hazardous duty or work involving physical hardship that can cause extreme physical discomfort and distress due to the significant risk of exposure to the COVID-19 virus; and

WHEREAS, grocery employees have been working under hazardous conditions month after month. They are working in these hazardous conditions now and will continue to face safety risks as the virus presents an ongoing threat, including the threat of more contagious variants, for an uncertain period; and

WHEREAS, ensuring that grocery employees are compensated for the substantial risks of working during the COVID-19 emergency promotes retention of these vital workers. Retention of grocery employees is fundamental to protecting the health of the community as these employees directly support public purchase of groceries and facilitate community access to food; and

WHEREAS, this ordinance is immediately necessary in response to the COVID-19 emergency because the health threats that grocery employees face are as significant

now as when this crisis began and are growing exponentially as community transmission is already surging, COVID-19 variants may further increase transmission of the virus and reduce therapeutic treatments. This is a rapidly evolving situation, with disproportionate risks and adverse impacts for BIPOC communities, that must be addressed without delay; and

WHEREAS, grocery employees are necessary to protect the public health because their work sustains access to groceries; hazard pay is one step to recognize the dangers facing these employees as they support our community, encourage them to continue their vital work, and provide them with additional financial resources; and

WHEREAS, an immediate requirement to provide grocery employees with hazard pay promotes retention of essential workers, improves the financial ability of grocery employees to access resources they need to stay safe and healthy, and ultimately supports the greater community that depends on grocery employees for consistent, safe and reliable access to food; and

WHEREAS, the Washington State Constitution Article XI, Section 11, empowers a city to “make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws”; and

WHEREAS, RCW 35A.11.020 and 050 provide that the general grant of municipal power conferred to a non-charter code city shall be construed liberally and that such a city may adopt and enforce ordinances of all kinds appropriate to the good government of the City; and

WHEREAS, the Auburn City Council finds that this ordinance is consistent with good government of the City and in the public interest because it seeks to improve grocery

worker safety, compensation for risk by requiring compliance with the federal, state, and county health standards, and to pay employees a wage that reflects the risk to the employees, the employees' families, acquaintances, and the increased costs to be safe, to obtain and manage personal protective equipment and other expenses; and

WHEREAS, as the substantive effects of this ordinance are not permanent, this ordinance is not intended to be codified. Section numbers are for ease of reference within this ordinance, and section and subsection references refer to numbers in this ordinance unless stated otherwise.

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

Section 1. Definitions.

For purposes of this ordinance:

“City” means The City of Auburn.

“Compensation” means the payment owed to an employee by reason of employment, including but not limited to, salaries, wages, tips, service charge distributions, overtime, commissions, piece rate, bonuses, rest breaks, promised or legislatively required pay or paid leave, and reimbursement for employer expenses.

“Employ” means to suffer or permit to work.

“Employer” means any individual, partnership, association, corporation, business trust, or any entity, person or group of persons, or a successor thereof, that employs another person and includes any such entity or person acting directly or indirectly in the interest of the employer in relation to the employee. More than one entity may be the “employer” if employment by one employer is not completely disassociated from employment by any other employer.

“Franchise” means an agreement by which:

1. A person is granted the right to engage in the business of offering, selling, or distributing goods or services under a marketing plan prescribed or suggested in substantial part by the grantor or its affiliate;

2. The operation of the business is substantially associated with a trademark, service mark, trade name, advertising, or other commercial symbol; designated, owned by, or licensed by the grantor or its affiliate; and
3. The person pays, agrees to pay, or is required to pay, directly or indirectly, a franchise fee.

“Franchisee” means a person to whom a franchise is offered or granted.

“Franchisor” means a person who grants a franchise to another person.

“Front pay” means the compensation the employee would earn or would have earned if reinstated to the employee's former position.

“Grocery business” means a retail store operating in Auburn that:

1. Has 250 or more employees worldwide, and is primarily engaged in retailing groceries for offsite consumption including but not limited to the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned and frozen foods, dry foods, beverages, baked foods, and/or prepared foods; and
2. “Grocery business” does not include convenience stores or food marts primarily engaged in retailing a limited line of goods that generally includes milk, bread, soda, and snacks. “Grocery business” also does not include farmers’ markets.

“Grocery Employee” means any hourly individual employed by an employer in a retail store, including but not limited to full-time employees, part-time employees, and temporary workers in Auburn that work exclusively in a grocery store facility and is unable to work remotely due to employment requirements.

“Hazard pay” means additional compensation owed to an employee on top of the employee’s other compensation, including but not limited to salaries, wages, tips, service charge distributions, overtime, commissions, piece rate, bonuses, rest breaks, promised or legislatively required pay or paid leave, and reimbursement for employer expenses.

“Successor” means any person to whom an employer quitting, selling out, exchanging, or disposing of a business sells or otherwise conveys in bulk and not in the ordinary course of the employer’s business, a major part of the property, whether real or personal, tangible or intangible, of the employer’s business. For purposes of this definition, “person” means an individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, corporation, business trust, partnership, limited liability partnership, company, joint stock company, limited liability company, association, joint venture, or any other legal or commercial entity.

“Tips” means a verifiable sum to be presented by a customer as a gift or gratuity in recognition of some service performed for the customer by the employee receiving the tip.

Section 2. Employee coverage.

For the purposes of this ordinance:

- A. Covered employees are limited to those who perform work for a covered employer at a retail location in Auburn.
- B. Time spent by an employee in Auburn solely for the purpose of travelling through Auburn from a point of origin outside Auburn to a destination outside Auburn, with no employment-related or commercial stops in Auburn except for refueling or the employee's personal meals or errands, is not covered by this ordinance.

Section 3. Employer coverage.

- A. For the purposes of this ordinance, covered employers are limited to grocery businesses that employ 250 or more employees worldwide regardless of where those employees are employed, including but not limited to chains, or integrated enterprises.
- B. To determine the number of employees for the current calendar year:
 - 1. The calculation is based upon the average number per calendar week of employees who worked for compensation during the preceding calendar year for any and all weeks during which at least one employee worked for compensation. For employers that did not have any employees during the preceding calendar year, the number of employees(s) for the current calendar year is calculated based upon the average number per calendar week of employees who worked for compensation during the first 90 calendar days of the current year in which the employer engaged in business.
 - 2. All employees who worked for compensation shall be counted, including but not limited to:
 - a. Employees who are not covered by this ordinance;
 - b. Employees who worked in Auburn;
 - c. Employees who worked outside Auburn; and
 - d. Employees who worked in full-time employment, part-time employment, joint employment, temporary employment, or through the services of a temporary services or staffing agency or similar entity.

- C. Separate entities that form an integrated enterprise shall be considered a single employer under this ordinance. Separate entities will be considered an integrated enterprise and a single employer under this ordinance where a separate entity controls the operation of another entity. The factors to consider in making this assessment may include, but are not limited to:
 - 1. Degree of interrelation between the operations of multiple entities;
 - 2. Degree to which the entities share common management;
 - 3. Centralized control of labor relations;
 - 4. Degree of common ownership or financial control over the entities; and
 - 5. Use of a common brand, trade, business, or operating name.
- D. For purposes of this ordinance, covered employers do not include franchisors, franchisees, or franchises.

Section 4. Hazard pay requirements. Employers shall provide each employee with hazard pay at a rate of four dollars per hour for each hour worked in Auburn. No employer shall, as a result of this ordinance going into effect, take steps to reduce employee compensation so as to prevent, in whole or in part, employees from receiving hazard pay at a rate of four dollars per hour for each hour worked in Auburn in addition to those employees' other compensation. Employers shall maintain records to establish the reason(s) for any reduction in employee compensation. Employers bear the burden the proof to show that the additional compensation is hazard pay for the purposes of working during the COVID-19 emergency.

Section 5. Enforcement power. Grocery employees who find that they have suffered or been injured physically or financially by a Grocery business by its failure to comply with this ordinance shall resort to any remedies that apply according to their employment contract or a collectively bargained agreement. Before resorting to remedies,

the Grocery employees shall give a supervisor notice of the violation and give the Grocery business a reasonable time to cure or correct the violation. Violations that do not relate to compensation shall be “grieved” consistent with the Grocery worker’s employment contract or an applicable collectively bargained agreement. If no collective bargaining agreement exists, or if those remedies have been exhausted, consistent with Article XI, Section 11, in addition to any existing right to pursue equitable or legal remedies, this ordinance authorizes Grocery employees or a union acting on a Grocery employee’s behalf to bring an equitable or legal action to enforce or recover unpaid hazard pay in the superior court of Washington that has jurisdiction.

Section 6. Penalties. For any successful claim by a Grocery employee against a Grocery business for unpaid hazard pay, the Grocery employee shall be entitled to recover all unpaid compensation; all attorneys’ fees, court costs, and expenses; and up to a 50% penalty of the unpaid compensation as a court of competent jurisdiction may find appropriate.

Section 7. Termination or revocation. This ordinance shall cease to be effective on December 31, 2021, or when the Governor declares that the Washington State of Emergency is over, whichever is sooner. The City Council may revoke or terminate this ordinance as and when it finds appropriate.

Section 8. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 9. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person

or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 10. Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

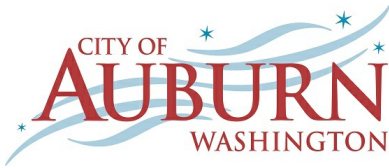
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Capital Projects Status Report and Feature Project (Gaub) (15 Minutes)

Date:

April 20, 2021

Department:

Public Works

Attachments:

[Capital Projects Status Report](#)

[Staff Presentation](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background for Motion:**Background Summary:**

The purpose of this discussion is to inform the Council and Public of the overall status of the City's Capital Project program managed by the Engineering Services Division and to present the 2021 second quarter feature capital project, the 2nd Street SE Preservation project (Project No. CP2003). This Project will reconstruct the pavement on 2nd Street SE between A Street SE and Auburn Way South utilizing Full Depth Reclamation. Full Depth Reclamation is a specialized paving technique that includes pulverizing and blending the pavement into the existing subgrade, adding cement as a stabilizer to the blended material and then paving the top with hot mix asphalt. The project will also replace approximately 450 feet of sanitary sewer main, construct new curb ramps, replace damaged sections of sidewalk and curb and gutter, install new LED street lighting, and upgrade drainage infrastructure as needed. Construction of this project is anticipated to start in June 2021 and be complete in May 2022.

The Capital Project Group of Engineering Services is currently managing 38 projects, valued at approximately \$63 million in total project costs.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: April 26, 2021

Item Number:

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: CONSTRUCTION								
CP1416	F St SE Non-Motorized Improvements This project will reconstruct F St SE from 4th St SE to Auburn Way South, including adding new sidewalks, curb and gutter, street lighting, streetscape elements, and safety improvements. Some sections of water and sewer lines will be replaced and overhead utilities will be relocated underground. Some ROW acquisition was necessary. The project also includes bike boulevard and way-finding components between Auburn Station and Les Gove Community Campus.	\$4,350,387 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 20	QTR 2 (APR-JUN) 21	Seth Wickstrom	Construction of the new sewer main, storm drainage system, watermain, and concrete curbing are all complete. Construction of the utility under-grounding, sidewalks, and paving remains. Paving is expected to begin the week of April 5th (weather dependent).	Jacobs	Sound Pacific Construction
Project Status: CONSTRUCTION								
CP1812	Sewer Pump Station Electrical Improvements The purpose of this project is to update the electrical systems at sewer pump stations throughout the City to meet current electrical code, improve safety and increase the efficiency of maintenance.	\$1,280,000	QTR 3 (JUL-SEP) 20	QTR 2 (APR-JUN) 21	Jeffrey Bender	The control panels are custom built for each site. The first three panels were inspected and tested at the factory on March 30, 2021. The first group of panels are anticipated to be delivered in April.	Parametrix	Source Electric

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: CONSTRUCTION								
CP1903	Auburn Way North Preservation Phase 2 This project will grind and overlay Auburn Way N from approximately 8th Street NE to 22nd Street NE, remove unused driveways, and upgrade curb ramps and pedestrian signals as needed to meet ADA requirements.	\$1,631,206 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 20	QTR 2 (APR-JUN) 21	Luis Barba	Contractor is completing concrete work in the intersection of 8th St NE and lowering utilities in preparation of paving. It is anticipated that paving and other weather dependent work will begin in Mid-April 2021. This project is combined with CP1904 for construction.	N/A	Sound Pacific Construction
Project Status: CONSTRUCTION								
CP1904	Auburn Way North Preservation Phase 3 This project will grind and overlay Auburn N/S from approximately 4th Street SE to 8th Street NE, remove unused driveways, and upgrade all curb ramps and pedestrian signals to meet ADA requirements.	\$2,465,339 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 20	QTR 2 (APR-JUN) 21	Luis Barba	Contractor is lowering utilities in preparation of paving. It is anticipated that paving and other weather dependent work will begin in Mid-April 2021. This is project is combined with CP1903 for construction.	N/A	Sound Pacific Construction

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
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Project Status: CONSTRUCTION

CP1618	Lake Tapps Parkway ITS Expansion Project Construction of new Intelligent Transportation System (ITS) infrastructure along Lake Tapps Parkway and A St SE. New infrastructure includes new communication lines, Variable Message Sign, ITS cameras, network upgrades, wireless connections, an interconnection with Sumner at 8th St E, & weather stations at Lakeland hills. The project will also replace some aerial copper communication lines along A St SE.	\$1,130,000 (Includes Federal Grant Funds)	QTR 3 (JUL-SEP) 20	QTR 2 (APR-JUN) 21	Jai Carter	Project is in suspension. Awaiting Puget Sound Energy to install power service. Once that is installed contractor will mobilize back on to the project site and install the Variable Message Sign, controller/service cabinets, and the fiber optic cables.	Transpo Group	Mill Plain Electric
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Project Status: CONSTRUCTION

CP1916	Academy Pump Station 1 Replacement This project demolishes and replaces Pump Station 1, repurposes Pump Station 2 into a storage facility, replaces backup power systems at the site, and replaces/installs underground water main to the facility.	\$4,352,479	QTR 1 (JAN-MAR) 21	QTR 1 (JAN-MAR) 22	Jeffrey Bender	Bids were opened on February 18, 2021. The City received five total bids and awarded the contract to lowest responsive bidder, McClure & Sons, on February 26, 2021. Construction work is anticipated to begin in April 2021.	Carollo	McClure & Sons, Inc.
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Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: CONSTRUCTION								
CP1901	AWS - Poplar Curve Safety Improvements This Project will design and construct safety improvements in the vicinity of the Poplar Street curve along Auburn Way S. The specific elements of the project will install LED street lights, a speed-activated curve ahead warning sign, high friction surface treatment, guardrail, and reconstruct curb radii and driveways.	\$338,200 (Includes Federal Grant Funds)	QTR 3 (JUL-SEP) 20	QTR 1 (JAN-MAR) 21	Jeffrey Bender	Physical Completion was granted on January 28, 2021. WSDOT performed a site inspection and has approved the project. Processing final pay.	N/A	NW Cascade
Project Status: CONSTRUCTION								
CP1912	15th Street NW Dynamic Message Sign Construct a new dynamic message sign on the shoulder of eastbound 15th Street NW between C St NW and SR 167. The project will also connect the existing traffic signals at the intersections of 15th St NW/NW and W Valley Highway, C St NW, A St NE, and D St NE to the existing City fiber system.	\$406,820	QTR 2 (APR-JUN) 20	QTR 2 (APR-JUN) 21	Seth Wickstrom	All improvements have been completed. The contractor is completing some minor punch list items and site clean up work. Processing final pay.	N/A	West Coast Signal

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: CONSTRUCTION								
CP1929	Lea Hill AC Main Replacement Project The project purpose is to replace approximately 5,685 LF of 4" to 8" existing asbestos cement (AC) water mains with 8" or 12" ductile iron pipe (DIP) water mains and associated gate valves, fire hydrants, water meters, service lines and other appurtenances in the City's Lea Hill Service Area.	\$3,248,000	QTR 3 (JUL-SEP) 20	QTR 2 (APR-JUN) 21	Jai Carter	Project is suspended. Contractor is scheduled to resume work on week of April 5th to begin paving operation, final adjustment of utility castings and final site restoration.	MurraySmith	Rodarte
Project Status: CONSTRUCTION								
CP1902	2020 Pedestrian Safety, Sidewalk and ADA Improvement Project Improves pedestrian accessibility & safety throughout the City. Numerous sites throughout the City where sidewalks are in need of repair or improvement, curb ramps are needed, and where pedestrian crosswalk improvements are desired.	\$851,216 (Includes Federal Grant Funds)	QTR 3 (JUL-SEP) 20	QTR 2 (APR-JUN) 21	Jeffrey Bender	The Contractor has completed work on all 17 sites. Some minor restoration and cleanup work remains. Some asphalt repair work will resume in the spring when the weather is more advantageous.	N/A	R.W. Scott Construction

Capital Project Status Report

Public Works Department - Engineering General Services Division

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: CONSTRUCTION								
CP1926	2020 Arterial Street Preservation (15th St NW) Replace the pavement and replace and up-size of the existing 8" cast iron water main to a 16" ductile iron water main on 15th Street NW from R Street NW to West Valley Highway. The project will also grind and overlay of 15th Street NW from West Valley Highway to SR 167.	\$1,670,292	QTR 2 (APR-JUN) 20	QTR 2 (APR-JUN) 21	Seth Wickstrom	Construction of new water line, base lift of pavement, curb/gutters, and sidewalk west of West Valley Highway are all complete. Final paving and landscape restoration is scheduled for late April 2021.	N/A	Road Construction Northwest (RCNW)
Project Status: CONSTRUCTION								
CP2001	Deduct Meter Replacement, Phase 2 This Project will replace approximately 56 of the 128 remaining deduct meters within the City limits, including replacing related piping and restoration.	\$512,500	QTR 1 (JAN-MAR) 21	QTR 2 (APR-JUN) 21	Jeffrey Bender	Notice to Proceed with construction was issued on March 10, 2021 and construction work has started at 8 of the sites.	N/A	Nordvind Company

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
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Project Status: CONSTRUCTION

CP1920	Citywide LED and Streetlight Controls This project will retrofit existing City street lights with LED fixtures and street light controls for remote management.	\$2,700,000	QTR 2 (APR-JUN) 20	QTR 2 (APR-JUN) 21	Scott Nutter	Installation of upgraded LED lights underway.	Washington Department of Enterprise Services	McKinstry
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Project Status: CONSTRUCTION

CP2011	Lakeland Hills Way Preservation Grind, patch, and overlay Lakeland Hills Way from 57th Drive SE to Lake Tapps Dr SE.	\$1,646,000	QTR 2 (APR-JUN) 21	QTR 4 (OCT-DEC) 21	Seth Wickstrom	Bids were opened on March 18, 2021. The apparent low bidder was ICON Materials. City staff is performing reference checks and other verifications to determine if the apparent low bidder meets the responsible bidding criteria.	N/A	ICON Materials (Pending)
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Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: CONSTRUCTION								
CP2026	North Airport Area Storm Improvements The purpose of this work is to better utilize an existing storm pond and prevent flooding around the hangars on the north end of the airport. This project will also allow the City to eventually eliminate one or more of the existing storm ponds at the north end of the Airport in future to improve airport safety.	\$276,000	QTR 1 (JAN-MAR) 21	QTR 1 (JAN-MAR) 21	Seth Wickstrom	Construction complete. Processing final pay.	N/A	Reed Trucking
Project Status: CONSTRUCTION								
MS2101	2021 Thermo Refresh Project This project will restore thermoplastic pavement markings (i.e. crosswalks, stop lines, arrows and legends) at locations where the existing markings have been worn away by traffic and the elements.	\$75,000	QTR 2 (APR-JUN) 21	QTR 2 (APR-JUN) 21	Aleksey Koshman	Notice to Proceed with construction was granted on March 29, 2021. Contractor has completed the work at 26 of the 30 planned locations.	N/A	Stripe Rite Inc.

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: DESIGN								
CP1603	Coal Creek Springs Transmission Main Repair The project will construct a second, parallel transmission pipeline over the White River suspended from a new pedestrian bridge, inspect the existing steel transmission main for possible leaks and repair the leaks, if any.	\$683,522	QTR 1 (JAN-MAR) 22	QTR 4 (OCT-DEC) 22	Seth Wickstrom	Environmental permitting submitted and under review. 90% design review complete. Construction funding is not yet secured. The City has applied for a Drinking Water State Revolving Fund Loan to supplement City funds to cover construction costs.	Jacobs.	TBD
Project Status: DESIGN								
CP1724	37th St NW Flood Control - Phase 1 The purpose of the project is to alleviate significant annual flooding at the 1000 block of 37th St NW of Auburn, Washington, by upgrading the drainage system in the area.	\$149,533	QTR 3 (JUL-SEP) 21	QTR 4 (OCT-DEC) 21	Luis Barba	This project has been separated into two phases due to permitting, property rights, and grant funding obligations. This phase will be improvements to the existing storm drainage system within the right of way and outside of the stream.	N/A	TBD

Capital Project Status Report

Public Works Department - Engineering General Services Division

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: DESIGN								
MS1811	Auburn Airport Runway Extension - Property Acquisition Phase Acquire a portion of the King County Park & Ride as part of the Auburn Airport Runway Enhancement Project (Project Number CP1516).	\$555,600 (Includes Federal Grant Funds)			Seth Wickstrom	Preliminary short plat application complete. Working with King County on the purchase and sale agreement language for sale of property.	N/A	N/A
Project Status: DESIGN								
CP1622	Auburn Way South Improvements - Hemlock St SE to Poplar St SE Roadway widening to create a five-lane cross section with two general purpose travel lanes in each direction, and a two-way center left-turn lane. A new roundabout is proposed near the Noble Court intersection to support access to Chinook Elementary School. Additionally, curb and gutter, 10 foot sidewalks, illumination, transit stop improvements, storm water improvements, water main extension, and access management (where feasible) with accommodation for U-turns are proposed.	\$1,500,000 (Includes Federal Grant Funds)	QTR 1 (JAN-MAR) 22	QTR 4 (OCT-DEC) 23	Jeffrey Bender	Coordination efforts with WSDOT and Auburn School District related to the Chinook Elementary improvements is ongoing. Design efforts resumed on March 16, 2021. Construction funding has not been secured. The City will apply for grants where available.	Parametrix	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: DESIGN								
CP1927	Auburn Way N and 1st Street NE Signal Replacement This project will replace the existing traffic signal at Auburn Way North and 1st Street NE with a new traffic signal per the City of Auburn standards and the Downtown standards. The project also includes adding left turn pocket on 1st Street NE and flashing yellow arrows in all four directions.	\$1,156,513	QTR 2 (APR-JUN) 21	QTR 4 (OCT-DEC) 21	Matt Larson	90% design review is complete and the city design team is finalizing the design.	N/A	TBD
Project Status: DESIGN								
CP1922	Lead Service Line Replacement Project The purpose of this project is to provide improvements to the City's water distribution system, and avoid any potential public health issues associated with existing lead gooseneck service line infrastructure. The project will replace approximately 7,100 linear feet of water main, approximately 190 water services, potentially reconstruct 13 street segments and upgrade associated drainage, curb & gutter, curb ramps; as well as grind and overlay 4 street segments.	\$5,415,000	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 22	Jai Carter	Project design is in final review with the Department of Health. After review and approval from DOH, project will begin advertisement for construction.	MurraySmith	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
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Project Status: DESIGN

CP2012	M Street SE Sidewalk Improvements Project will design and construct missing sections of sidewalk along M Street SE between Auburn Way S and 8th St SE. The project scope includes installation of sidewalk, ADA curb ramps and street lighting.	\$749,542 (Includes State Grant Funds)	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Luis Barba	City design team has completed the design and the project is currently in the Final Check Set Review stage. It is anticipated that this project will be advertised Mid April 2021. Construction will follow in Mid-May 2021.	N/A	TBD
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Project Status: DESIGN

CP2003	2nd Street SE Preservation Project This project will reconstruct the pavement on 2nd Street SE between A Street SE and Auburn Way S. The project will also replace 450 feet of sewer main, construct new curb ramps, install new LED Street lighting, replace curb & gutter as needed, and upgrade drainage infrastructure as needed.	\$1,163,755 (Includes State Grant Funds)	QTR 2 (APR-JUN) 21	QTR 4 (OCT-DEC) 21	Jai Carter	The design is being finalized and it is anticipated that this project will advertise for bids in mid to late April. Coordination with private utilities is ongoing.	N/A	TBD
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Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: DESIGN								
CP2010	2021 Sewer Repair and Replacement Project This project plans to replace a total of approximately 2585 LF of 8"-10" diameter sewer line at 9 separate sites and construct 10 spot repairs.	\$2,400,000	QTR 2 (APR-JUN) 21	QTR 4 (OCT-DEC) 21	Jai Carter	City design team is working toward the 90% submittal which is anticipated to be completed in Early April 2021.	N/A	TBD
Project Status: DESIGN								
CP2018	S. 330th St and 46th Place S Storm Improvements Relocate existing storm system located on private property, into approximately 350 linear feet of new 24-inch storm pipe within the public right-of-way. Improvements will include replacing existing outfall structure and connections of private drainage pipes.	\$379,000	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Luis Barba	The design team is currently working towards the Final Check Set submittal. It is anticipated that the Final Review will be provided in late April 2021.	N/A	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: DESIGN								
CP2017	2021 Storm Renewal and Replacement Project The purpose of this project is to repair and replace storm system infrastructure throughout the City, at six different locations. Improvements will eliminate known drainage issues and reduce maintenance efforts.	\$1,100,000	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Luis Barba	City design team is working toward the 90% design submittal which is anticipated to be completed in Mid-April 2021.	N/A	TBD
Project Status: DESIGN								
CP2019	2021 Local Street Reconstruction and Preservation This project will design and construct the following improvements: Site #1 (G St SE from E Main to 4th St SE) - Full depth pavement re-build; replace water main incl. water services; upgrade storm drainage system as needed; and upgrade curb ramps to meet ADA. Site #2 (Riverwalk/Forest Ridge) - Grind and overlay the roadway; replace water main incl. water services; upgrade storm drainage system on 24th Ave/St. SE; and upgrade curb ramps to meet ADA.	\$5,660,000	QTR 2 (APR-JUN) 21	QTR 4 (OCT-DEC) 21	Kim Truong	The design is complete and this project was advertised for bids on April 1, 2021. Bid opening is scheduled on April 15, 2021.	Jacobs Engineering	TBD

Capital Project Status Report

Public Works Department - Engineering General Services Division

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: DESIGN								
CP2007	Lea Hill Rd Bridge Deck Preservation The project will grind and overlay the Lea Hill bridge deck in an effort to extend the overall service life of the bridge.	\$647,850 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Kim Truong	The design consultant agreement has been executed and the notice to proceed was issued on March 16, 2021. The consultant is working toward the 30% design. A bridge deck inspection has been scheduled for Saturday, April 17, 2021. This will have significant impacts to traffic between 8:30a and 4:30p on that day.	KPFF	TBD
Project Status: DESIGN								
CP2006	3rd Street SW Bridge Decks Preservation The project will seal and overlay the 3rd Street SW bridge decks in an effort to extend the overall service life of the bridges.	\$673,540 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Kim Truong	The design consultant agreement has been executed and the notice to proceed was issued on March 16, 2021. The Consultant is working toward the 30% design. Coordinating with WSDOT to schedule a bridge deck inspection.	KPFF	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
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Project Status: DESIGN

CP2009	Rainier Ridge Pump Station This project will replace the Rainier Ridge Sewer Pump Station and its associated force main (approximately 725 ft).	\$3,415,000	QTR 2 (APR-JUN) 22	QTR 4 (OCT-DEC) 22	Jai Carter	Design is underway. The consultant design team is investigating different alternatives. City is collecting survey data and geotechnical investigations are scheduled the week of April 5th.	Kennedy Jenks	TBD
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Project Status: DESIGN

CP2022	Garden Avenue Realignment The project will create a new east/west connection between Garden Ave (102nd Ave SE) and 104th Ave SE and remove the existing Garden Ave connection to 8th St NE and replace it with a permanent cul-de-sac. The project will also demolish an existing building and acquire the ROW needed for the roadway. Utility improvements include storm drainage needed to support the roadway surface; approx. 1500 ft of new/replaced watermain; and approx. 220 ft of sewer line.	\$1,383,000	QTR 1 (JAN-MAR) 23	QTR 4 (OCT-DEC) 23	Kim Truong	City design team is working toward 15% design. The asbestos survey for the building demolition is complete.	N/A	TBD
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Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: DESIGN								
CP2021	Well 4 Facility Improvements This project will evaluate whether replacing the soft starter with a VFD would allow the existing generator to function as designed or if the generator is undersized and needs to be replaced. The project will include a comprehensive investigation and evaluation of the well operation, replacing the aging control valve, gate valves and air relief system.	\$977,000	QTR 3 (JUL-SEP) 22	QTR 1 (JAN-MAR) 23	Seth Wickstrom	City has selected Carollo as the design consultant for this project. Scope and fee negotiations are underway. It is anticipated that design work will begin in April 2021.	Carollo	TBD
Project Status: DESIGN								
CP2102	4th Street Preservation This Project will replace pavement and utilities on 4th Street SE from Auburn Way South to L Street SE. The project will also include replacement of City utilities, removal of sidewalk obstructions, replacement of sidewalk and curb ramps as needed to address ADA requirements, street lighting, and other improvements.	\$5,362,620	QTR 1 (JAN-MAR) 22	QTR 4 (OCT-DEC) 22	Jeffrey Bender	Consultant notice to proceed to begin design was issued on March 15, 2021 and the project team Design Kick off meeting was held on March 29, 2021. Consultant design team is working toward 15% design submittal which is anticipated to be completed in mid-May.	HDR	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: DESIGN								
CP2101	2022 Local Street Preservation Roadway and utility improvements at the following streets: *Olympic St SE (33rd St SE to 37th St SE): Pavement overlay, upgrade curb ramps, sidewalk/curb & gutter replacement where required, and upsize the storm line. *13th St SE & 14th St SE (A St SE to B St SE): Pavement overlay, upgrade curb ramps, sidewalk replacement where required, and upsize the storm line. *17th St SE (west of Dogwood): Pavement overlay, upgrade curb ramps, and sidewalk/curb & gutter replacement where required.	\$2,195,900	QTR 1 (JAN-MAR) 22	QTR 4 (OCT-DEC) 22	Kim Truong	Design survey is underway.	N/A	TBD
Project Status: DESIGN								
CP1724	37th St NW Flood Control - Phase 2 The purpose of the project is to alleviate significant annual flooding at the 1000 block of 37th St NW of Auburn, Washington, by upgrading the drainage system with a box culvert.	\$151,483	QTR 2 (APR-JUN) 22	QTR 4 (OCT-DEC) 22	Luis Barba	This project has been separated into two phases due to permitting, property rights, and grant funding obligations. This phase will install a concrete culvert under the driveway to the existing Puget Sound Energy (PSE) Substation. Currently, the city is working with PSE to secure an easement and preparing for the permitting process.	N/A	TBD

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress	Design Consultant	Contractor
Project Status: DESIGN								
CP2112	High Friction Surface Treatment The project will install high friction surface treatment (HFST) at six different curved roadway segments throughout the City. The HFST involves the application of fine/rough aggregate to the pavement using a polymer binder to increase pavement friction. The higher pavement friction helps motorists maintain better control in both dry and wet driving conditions.	\$420,000 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 22	QTR 3 (JUL-SEP) 22	Aleksey Koshman	Preparing funding obligation paperwork with the state in order to begin design work.	N/A	TBD
Project Status: DESIGN								
CP2106	2021 Sidewalk and ADA Improvements The purpose of this project is to improve pedestrian accessibility and safety throughout the City. The project includes numerous sites throughout the City where curb ramps are missing or need to be improved, where sidewalks are in need of repair or improvement, and where pedestrian crosswalk improvements are desired.	\$340,000 (Includes Federal Grant Funds)	QTR 3 (JUL-SEP) 21	QTR 4 (OCT-DEC) 21	Kim Truong	The City design team is working toward 30% design.	N/A	TBD

ENGINEERING SERVICES

CAPITAL PROJECT STATUS REPORT & FEATURE PROJECT

**RYAN VONDRAK & JAI CARTER
CITY COUNCIL STUDY SESSION
APRIL 26, 2021**

Public Works Department

Engineering Services • Airport Services • Maintenance & Operations Services

AUBURN
VALUES

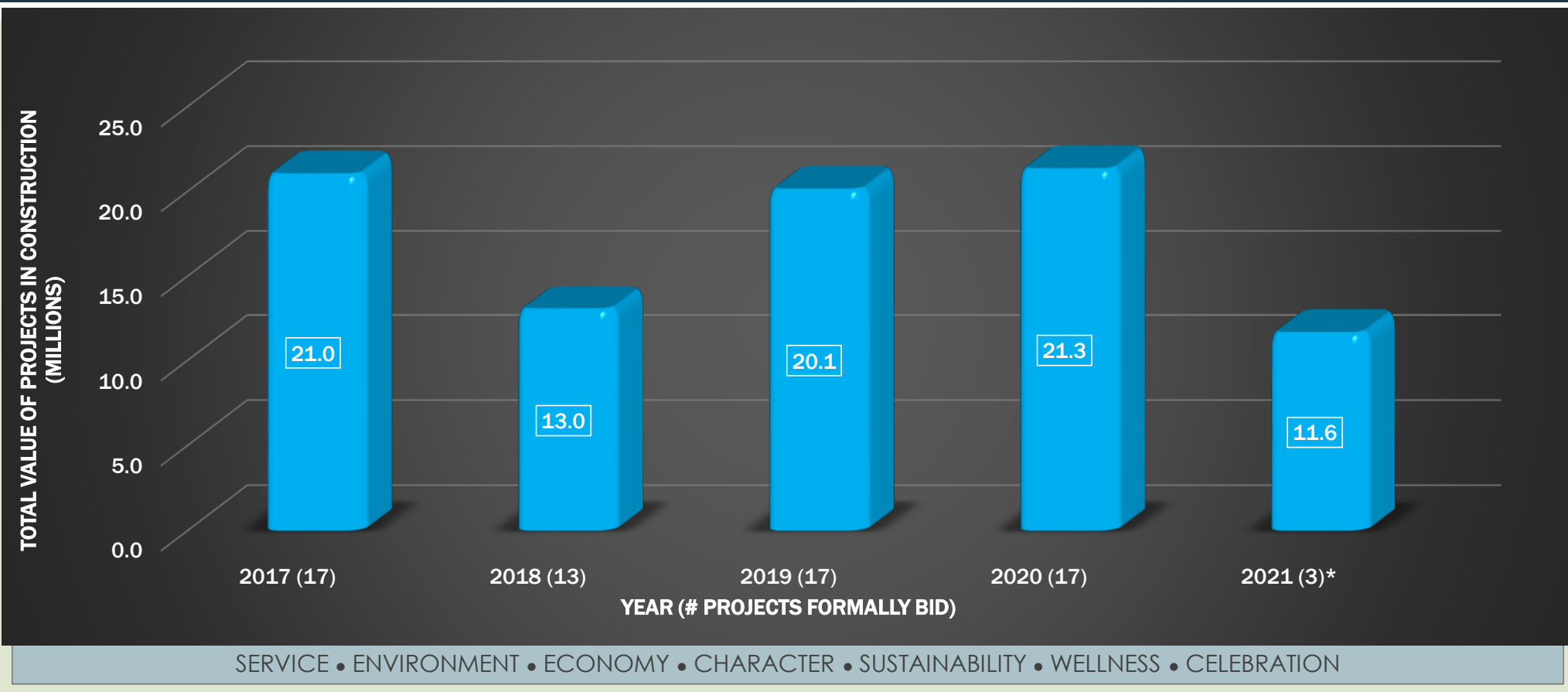
S E R V I C E
E N V I R O N M E N T
E C O N O M Y
C H A R A C T E R
S U S T A I N A B I L I T Y
W E L L N E S S
C E L E B R A T I O N

CAPITAL PROJECTS – CURRENT STATUS

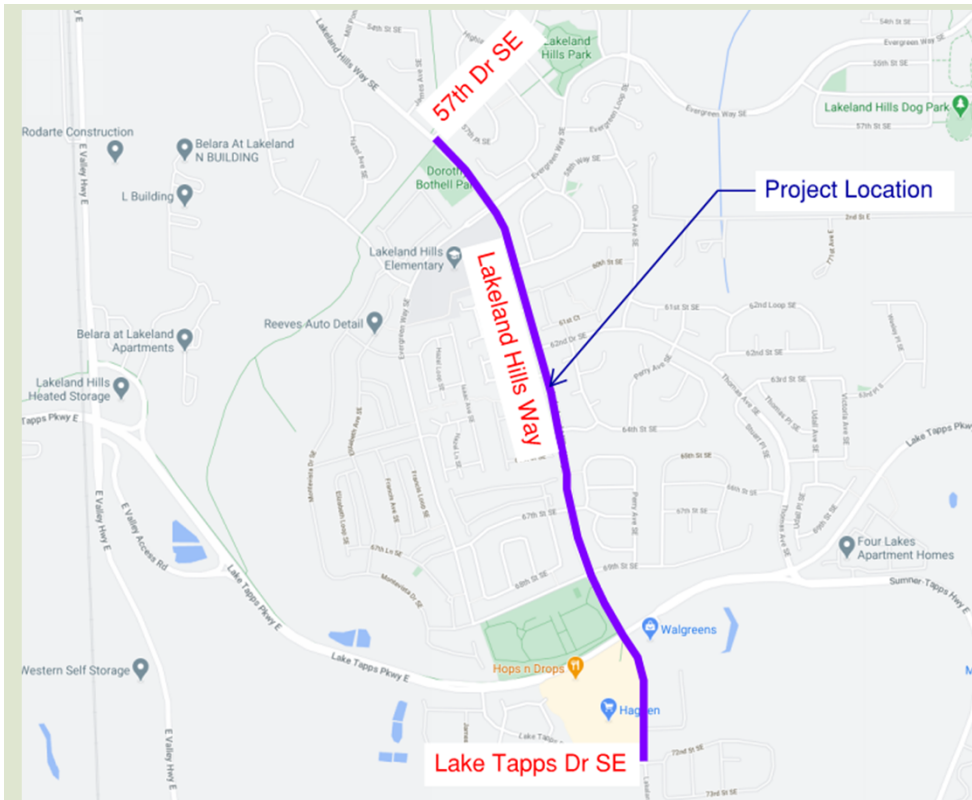
38 Active Capital Projects (Approximate total project value \$63 million)

- **22 are in Design (Approximate total project value \$36 million)**
- **16 are in construction (Approximate total project value \$27 million)**

CAPITAL PROJECTS – ADVERTISED FOR CONSTRUCTION



CP2011 LAKELAND HILLS WAY PRESERVATION

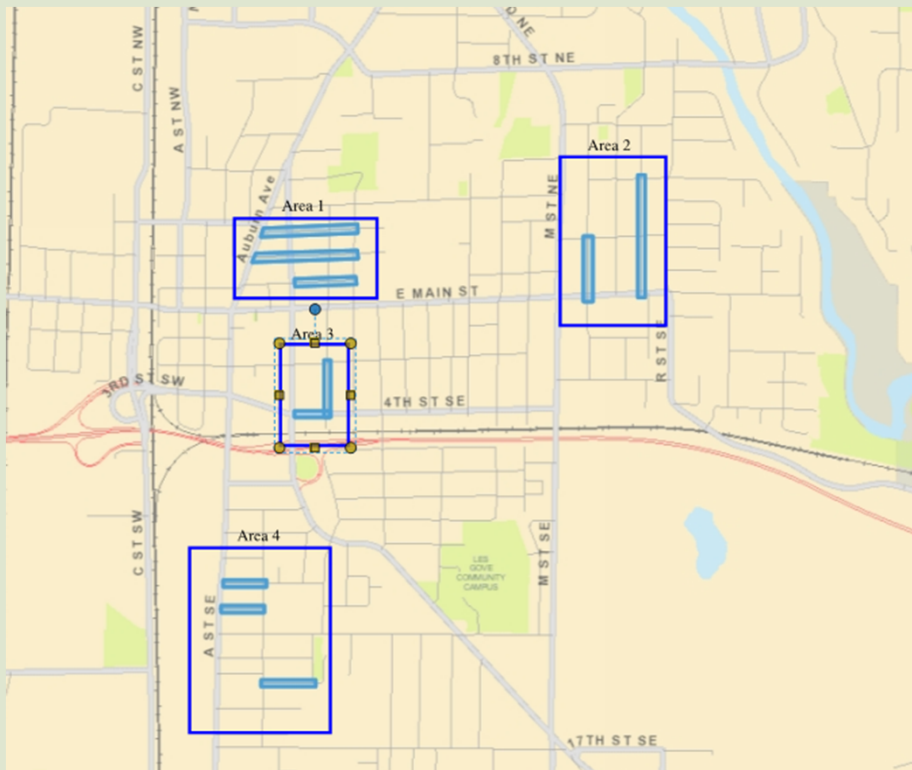


- Page 7 of 19 in CPS Report
- Contractor: ICON Materials
- Patch, Grind and Overlay Pavement
- Upgrade Curb Ramps
- Replace Vehicle Detection Loops
- Construction beginning May 2021



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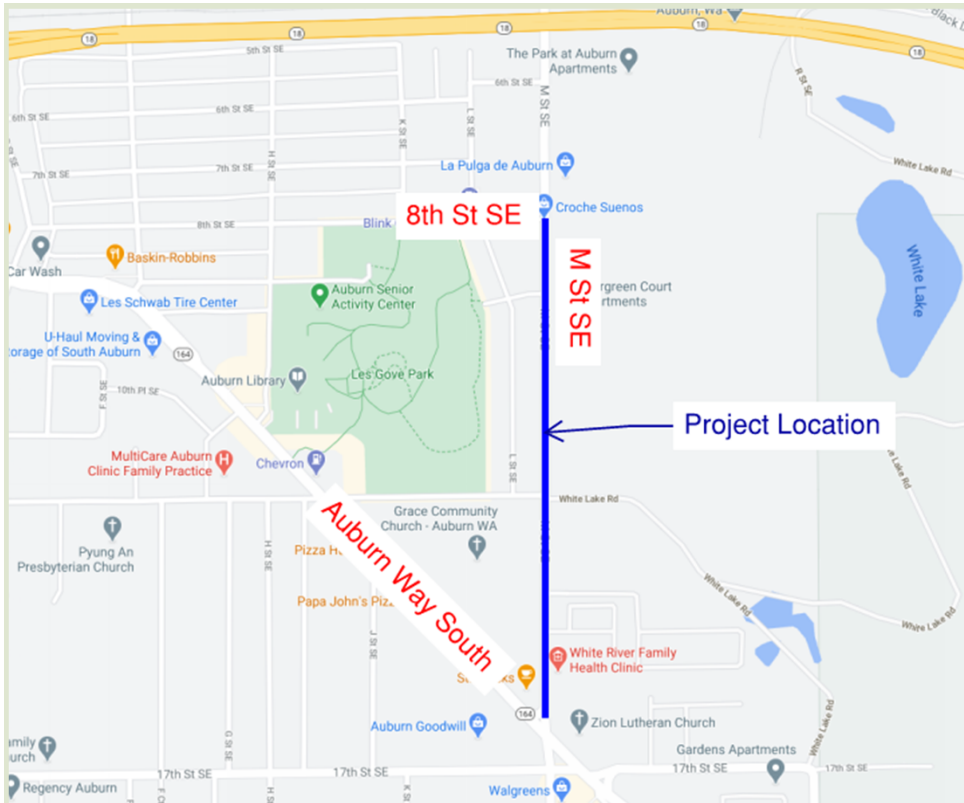
CP1922 LEAD SERVICE LINE REPLACEMENTS



- Page 11 of 19 in CPS Report
- Replacing approx. 7,100 ft of Water Main and Services
- Reconstruct and/or Overlay Street Segments
- Upgrade Curb Ramps
- Sidewalk and Driveway Improvements as needed
- Construction beginning June 2021

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CP2012 M STREET SE SIDEWALK IMPROVEMENTS

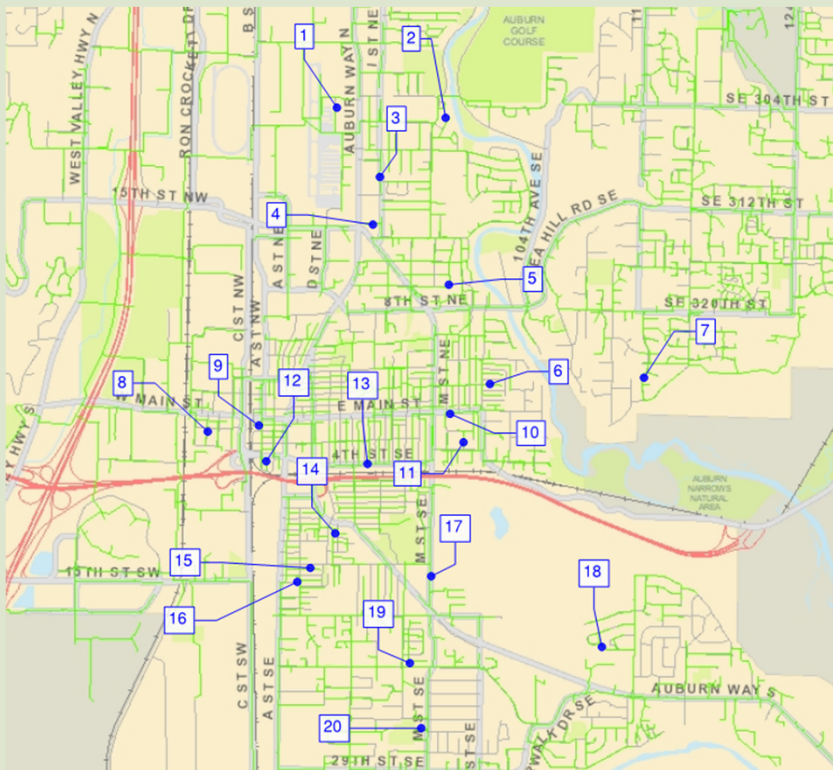


- Page 12 of 19 in CPS Report
- Construct Missing Sections of Sidewalk
- Upgrade Curb Ramps
- New Street Lighting
- Construction beginning June 2021



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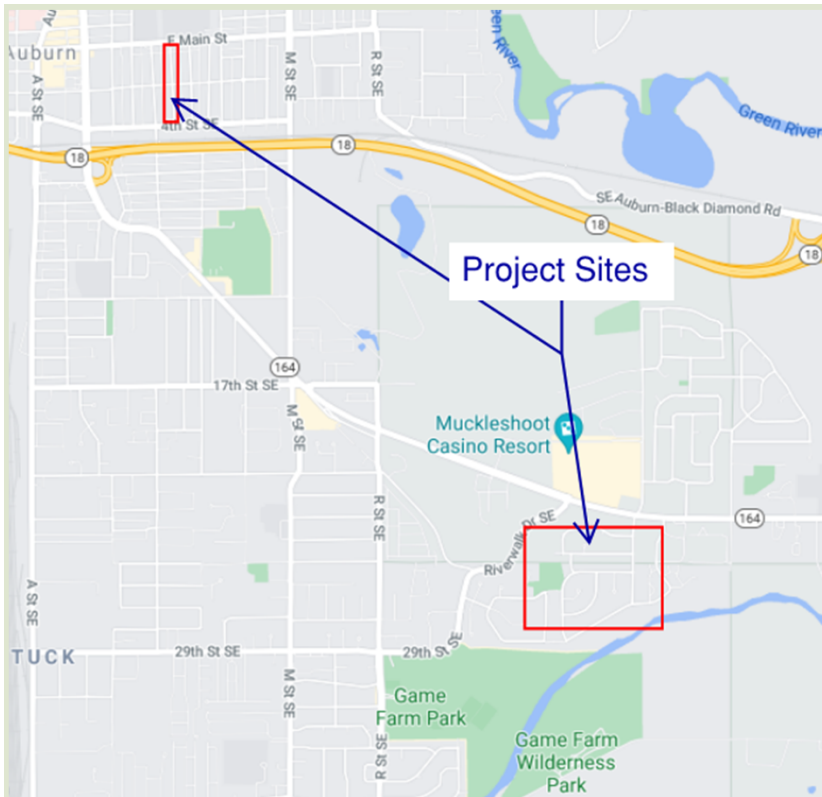
CP2010 SEWER REPAIR AND REPLACEMENT



- Page 13 of 19 in CPS Report
- Replace approximately 2,600 ft of Sanitary Sewer Pipe
- 10 Sanitary Sewer Spot Repairs
- Construction beginning June 2021

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CP2019 2021 LOCAL STREET PRESERVATION



- Page 14 of 19 in CPS Report
- Contractor: Tucci and Sons
- G St SE – Full Rebuild
- Forest Ridge – Grind and Overlay
- Both Sites:
- Upgrade Curb Ramps
- Replacing Damaged Sidewalk
- Water Utility Work
- Some Storm/Sewer
- Construction beginning May 2021

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FEATURE CAPITAL PROJECT:

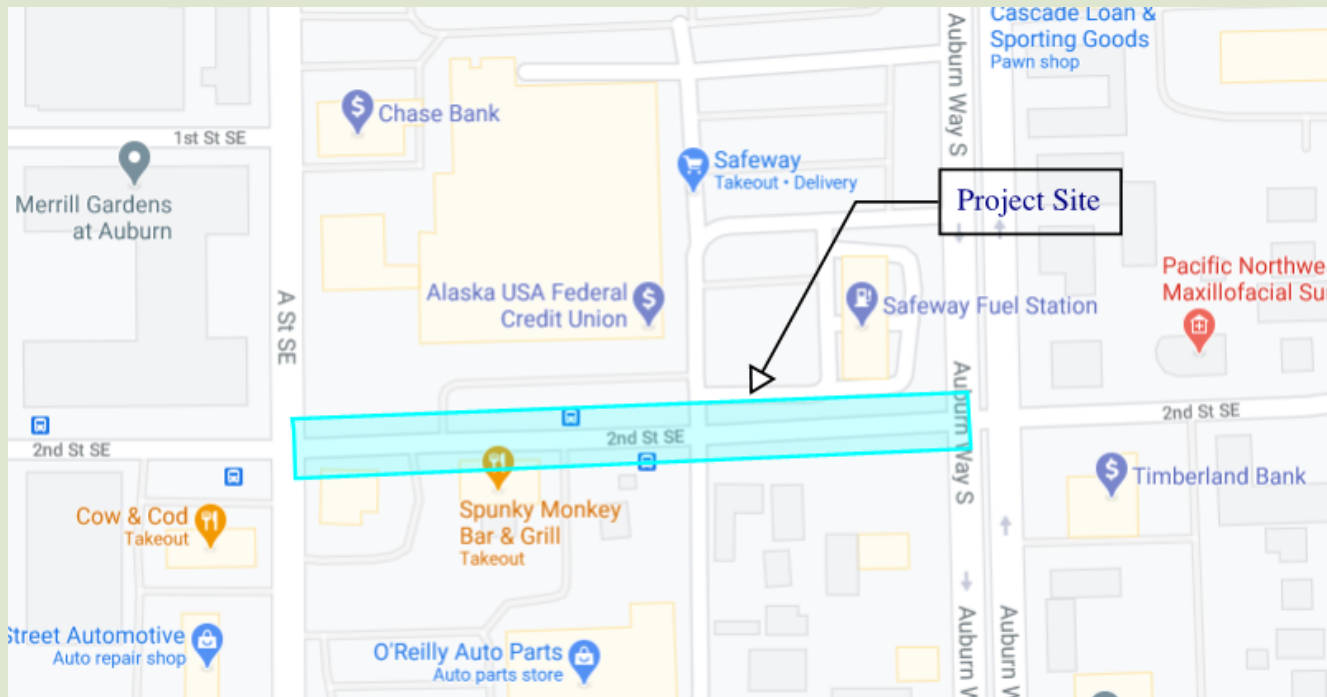
2ND STREET SE PRESERVATION PROJECT

Public Works Department
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AUBURN
VALUES

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

VICINITY MAP



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PROJECT SCOPE/PURPOSE

- Reconstruct the Sewer main in 2nd St SE between B St SE and Auburn Way S.
- Remove barriers to access for pedestrians by installing curb ramps at B St SE
- Reconstruct 2nd Street SE between A St SE and Auburn Way S using Full Depth Reclamation construction methods.
- PSE Undergrounding of utility lines and elimination of poles.
- New lighting system along the northside of the corridor



2nd Street SE – Looking West

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EXISTING CONDITIONS AT B ST SE



Southeast Corner of B St SE



Looking South at B St SE

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FULL DEPTH RECLAMATION (FDR)



Pulverizing Existing Roadway

Removal of material



Application of stabilizing Cement



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FULL DEPTH RECLAMATION (FDR) CONTINUED



Blend in stabilizing material

Compact the subgrade



Shape the roadway and compact with a smooth roller



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FULL DEPTH RECLAMATION (FDR) CONTINUED



Complete the paving

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FULL DEPTH RECLAMATION (FDR) FINAL

■ Benefits of Full Depth Reclamation

- Much faster method of construction than traditional pavement construction
- Saves time and money
- Uses less raw material
- Stabilizes base, and distributes loads
- Roadway is designed for future Rapid Ride routes

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PROJECT BUDGET AND SCHEDULE

- Estimated Project Cost = \$1.18 Million
 - Transportation Improvement Board Grant (TIB Grant)
 - Arterial Street Preservation Fund (105 Fund)
 - Sewer Utility Fund (461 Fund)

Design Complete
May. 2021



Advertise & Award
May/June 2021



CONSTRUCTION
*July 2021 thru
May 2022*

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