



City Council Meeting

April 17, 2017 - 7:00 PM

Auburn City Hall

AGENDA

[Watch the meeting LIVE!](#)

[Watch the meeting video](#)

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

I. CALL TO ORDER

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

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Proclamation - Goodwill Ambassador Proclamation
Mayor Backus to proclaim Elysia Hargrave, Miss Amazing 2017 as a "Goodwill Ambassador for the City of Auburn" during her service to the Auburn community.
- B. Proclamation - Goodwill Ambassadors Proclamation
Mayor Backus to proclaim Heather Haggin, Miss Auburn 2017 and Elizabeth Enz, Miss Auburn's Outstanding Teen 2017 as "Goodwill Ambassadors for the City of Auburn" during their year of service to the Auburn community.
- C. Proclamation - 2017 Heritage Tree
Mayor Backus to proclaim the Big Leaf Maple, located on Hole #9 at the Auburn Golf Course, as our "2017 Heritage Tree" in the city of Auburn.
- D. Proclamation - Stand Against Racism Day
Mayor Backus to proclaim April 28, 2017 as Stand Against Racism Day.
- E. Proclamation - International Earth Day
Mayor Backus to proclaim April 22, 2017 as "International Earth Day" in the city of Auburn.
- F. Proclamation - Sexual Assault Awareness Month
Mayor Backus to proclaim April as "Sexual Assault Awareness Month" in the city of Auburn.

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

- 1. **2016 Community Development Block Grant Annual Action Plan Amendment* (Hinman)**

City Council to conduct a public hearing on the proposed amendment of the 2016 Annual Action Plan for Community Development Block Grant (CDBG) Projects

B. Audience Participation

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

C. Correspondence

There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. Minutes of the April 3, 2017 Regular City Council Meeting*

B. Claims Vouchers (Coleman)

Claims voucher numbers 443333 through 443512 in the amount of \$4,677,200.81 and four wire transfers in the amount of \$960,005.30 and dated April 17, 2017.

C. Payroll Vouchers (Coleman)

Payroll check numbers 537213 through 537237 in the amount of \$569,355.74 and electronic deposit transmissions in the amount of \$1,517,766.58 for a grand total of \$2,087,122.32 for the period covering March 30, 2017 to April 12, 2017.

D. Public Works Project No. CP1107* (Snyder)

City Council to grant permission to advertise Project No. CP1107, Fulmer Well Field Improvements, Contract 17-09.

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

City Council to approve Final Pay Estimate No. 7 to Contract No. 16-18 in the amount of \$51,906.89 and accept construction of Project No. CP1515, 2016 Local Street Reconstruction and Preservation Project.

F. Public Works Project No. CP1606* (Snyder)

City Council to approve Change Order No. 01 in the amount of \$63,190.70 to Contract No. 17-04 for work on Project No. CP1606, Auburn Teen and Community Center (H Street SE Extension)

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. **Ordinance No. 6644* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 18.04.625, 18.23.030, and 18.57.035 of the City Code, relating to the residential uses allowed in the C-1, Light, Commercial Zoning District, and development standards for mixed-use development

B. **Ordinance No. 6648* (Heid/Lee)**

An Ordinance of the City Council of the City of Auburn, Washington, creating a new section 9.96.030 of the Auburn City Code relating to vehicle trespass

XI. **RESOLUTIONS**

A. **Resolution No. 5287* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider a franchise agreement with MCImetro Access Transmission Services Corp., D/B/A Verizon Access Transmission Services, a Delaware Corporation; a franchise for telecommunications services

B. **Resolution No. 5290* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept federal grant funds to be administered through the Washington State Department of Transportation for the A St SE Corridor Signal Safety & Operations Improvements Project

C. **Resolution No. 5291* (Hinman)**

A Resolution of the City Council of the City of Auburn, Washington, approving amendment to the 2016 Annual Action Plan update of the Consolidated Plan

XII. **MAYOR AND COUNCILMEMBER REPORTS**

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

A. **From the Council**

B. **From the Mayor**

XIII. **ADJOURNMENT**

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

2016 Community Development Block Grant Annual Action
Plan Amendment

Date:

April 12, 2017

Department:

Administration

Attachments:

[Executive Summary](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council conduct the public hearing. For more information on this item, please see Resolution No. 5291.

Background Summary:

The CDBG Annual Action Plan provides a concise summary of the actions, activities and specific federal and non-federal resource that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Action Plan Amendments carry out new activities using funds covered under the consolidated plan. The process of a substantial amendment process is required by the U.S. Department of Housing and Urban Development (HUD) and the City's Consolidated Plan to reallocate funds received.

The City of Auburn will reallocate \$280,000 in CDBG funds for projects that are consistent with federal regulations and the objectives and policies of the Auburn Consolidated Housing and Community Development Plan. The funding will be used to make ADA updates to Les Gove Park restrooms and to complete housing repair projects for low-income homeowners in Auburn.

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

Hinman

Meeting Date: April 17, 2017

Item Number: PH.1

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

Each year the City of Auburn executes specific actions to implement the goals and strategies of the Consolidated Plan for Years 2015-2019. Actions that will be undertaken in 2016 are outlined in this Annual Action Plan.

The City of Auburn received \$519,029 in Community Development Block Grant (CDBG) funds in 2016. The funds were allocated for the City's Housing Repair program (\$249,950), Public Service Activities (\$77,550), Economic Development (\$40,000), support of youth outreach (\$51,644), and general program management (\$100,000).

The City also had a total of \$300,XXX in unspent funds accumulated from prior years. The accumulation is due to projects that were unable to be completed.

The 2016 Action Plan Amendment proposes to reallocate \$261,552 of the accumulated funds to the update the City's Les Gove Park bathroom to make them ADA accessible and \$20,000 to the City's Housing Repair program.

The City of Auburn is committed to focusing more on achieving solutions to recurring social problems and achieve a greater collaboration among service providers.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

With the overall goal of reducing the number of people living in poverty within the City of Auburn, the following objectives for the 2016 Action Plan Amendment will be employed:

1. Rehabilitate housing occupied by low to moderate income persons.
2. Improve public facilities for a purpose that benefits all residents and at least 51% of those residents are low to moderate income.

Outcomes are as follows:

1. Increasing the affordability, accessibility and access to supportive services of affordable housing for low income Auburn residents.
2. Increase number Auburn residents using Les Gove Park services and activities.

To accomplish these outcomes and objectives, the City invests in programs that meet the community basic needs, increase self sufficiency, provide opportunities to develop a safe community.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the past year Auburn has accomplished significant achievement on its programs and impacted the lives of thousands of residents. In 2016 alone, projects funded by the City completed the following:

- Over 50 low income Auburn residents were able to avoid homelessness by providing maintenance to their deteriorating homes through the City's housing repair program.
- Over 200 low income Auburn residents avoided utilizing costly emergency healthcare services by receiving free medical and/or dental care.
- 12 low income small business owners received technical assistance to start or expand their small business in Auburn.

In the end of 2016 the Green River Small Business Assistance Center (economic development) notified the City that they were unable to meet their original deliverables detailed in their contract. Due to the unmet deliverables the City only awarded the amount for the services they were able to complete. The amount detailed in their original contract was \$40,000 for 27 small business owners. The City awarded \$20,000 for the 12 business owners they successfully provided services to.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Notices of the Action Plan Amendment are sent out in the newspaper and public comment is made available at a City Council meeting. Review of the Amendment can be done per request of the City of Auburn's Human Services Manager.

Two public forums will be made available for the Annual Action Plan amendment. One prior to its approval and another after its approval Both public forums will be conducted at a City of Auburn Council Meeting that will be publicized in the City's vehicles of communication.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

Auburn residents along with stakeholders, community partners, service providers and others were consulted during the development of the Action Plan. They provided valuable input that supported to the development of the outcomes and objectives listed in the plan.

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

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	AUBURN	
CDBG Administrator		
ESG Administrator		

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Erica Azcueta, Human Services Manager

25 West Main Street, Auburn, WA 98001

eazcueta@auburnwa.gov 253-876-1965

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Auburn consulted with local and regional public and private agencies during the development of the Action Plan Amendment. Agencies that participated in consultations included: the King County Department of Community and Human Services, and nonprofit agencies delivering services in Auburn and the subregion.

In addition to conducting consultations during the development of the plan, the City of Auburn collaborates and works closely with numerous coalitions, committees and government entities throughout the duration of the plan in efforts to enhance strategies and systems to meet established goals and objectives on the plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Auburn works closely with partnering King County jurisdictions, public housing authorities and health providers to develop systems in order to improve the quality of service and access for low-income residents as well as the community as a whole within the city and throughout the region. Additionally, the City participates in monthly meetings with King County Community and Human Services, Public Health King County, Valley Cities, the Multi-Service Center and King County Housing Authority to review program progress and delivery of services funded through regional efforts. This group has worked collaboratively to fund a full-time Homeless and Housing Planner to address needs and issues in the South King County region.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works closely with the King County CoC to ensure residents needs are being met and nonprofits delivering services have access to funds awarded through the CoC. The City also works closely with nonprofits in receipt of CoC funds including Auburn Youth Resources, King County YWCA and Valley Cities.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

All projects receiving CoCfunding are required by HUD to apply for support through a local Continuum of Care. For King County, the Continuum of Care encompasses programs and activities within the borders of King County. Each continuum sets funding priorities and need for its community. The King County CoC priorities are set by All Home King County. Auburn staff contribute to the CoC by working collaboratively with All Home on efforts for King County to ensure coordination efforts between the two entities.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	KING COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City and King County meet regularly to discuss all CDBG related issues that impact our region. To improve coordination there have been more strategic systems put in place to increase communication and collaborative efforts.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Auburn consulted with all types of organizations that primarily serve the populations focused on in the Action Plan Amendment and implemented programs that addressed the greatest need in the community.

The only types of organizations not consulted with were corrections facilities and homeless shelters. The rationale for not consulting with these facilities is that the City does not host either type of organization in the region.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	King County	The goals of Auburn's Strategic Plan overlap with the goals of the CoC to address the needs of homeless residents in the community and reduce the risk of homelessness.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation plays a crucial role in the success of the City's Annual Action Plan. The goals are to hear the community's feedback and recommendations on how CDBG funds should be invested and how services can coordinate to achieve the greatest impact.

Citizens will be given two opportunities to participate in the process throughout the year. The first time will be prior to the submittal of the Amendment and the second will be after the Amendment is approved.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community		No comments were received.		
2	Public Meeting	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

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

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

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	529,029	0	277,808	806,837	1,587,427	
General Fund	public - local	Public Services	500,000	0	0	500,000	2,000,000	

Table 5 - Expected Resources – Priority Table

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

matching requirements will be satisfied

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

CDBG funds do not require matching funds.

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

N/A

Discussion

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

Annual Goals and Objectives

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

Goals Summary Information

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

Table 6 - Goals Summary

Goal Descriptions

Annual Action Plan
2016

12

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

Table 7 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

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

#	Project Name
1	HOUSING REPAIR
2	GRC SMALL BUSINESS ASSISTANCE CENTER
3	Les Gove Park Restroom Upgrade

Table 8 – Project Information

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

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

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

- Fill gaps in human services primarily healthcare, homeless prevention and intervention and affordable housing accessibility.
- Increase funding for physical development activities including housing, community facilities and economic development.

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

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

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

If exceeded revenues are not significant enough to enhance or fund a project, funds may be placed in

contingency for programming later in the year or in the next program year.

AP-38 Project Summary

Project Summary Information

1	Project Name	HOUSING REPAIR
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Affordable Housing Development and Preservation Neighborhood Revitalization
	Funding	:
	Description	Maintain the affordability of decent housing for very low-income Auburn residents by providing repairs necessary to maintain suitable housing for low income Auburn homeowners.
	Target Date	12/29/2017
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 4 Auburn residents will benefit from the housing repair program.
	Location Description	Auburn city limits.
	Planned Activities	Minor home repairs and maintenance include but are not limited to: roof repair, ramp installation, furnace repair and replacement, plumbing, floor repair and weatherization.
2	Project Name	GRC SMALL BUSINESS ASSISTANCE CENTER
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Economic Opportunity

	Funding	CDBG: \$20,000
	Description	Create economic opportunities by providing the availability and access to counseling and training for approximately 12 Auburn residents who are either trying to sustain or create a small business and collectively generate jobs.
	Target Date	12/29/2017
	Estimate the number and type of families that will benefit from the proposed activities	12 Auburn residents will benefit from the proposed activity of Small Business Assistance.
	Location Description	1221 D Street NE Auburn, WA 98002
	Planned Activities	Provide counseling and technical assistance to low income Auburn residents who are small business owners looking to improve or expand their business as well as residents looking to start a small business in Auburn.
3	Project Name	Les Gove Park Restroom Upgrade
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Neighborhood Revitalization
	Funding	:
	Description	The City of Auburn Les Gove Park restroom has experienced significant deterioration over the years causing residents visiting the park to not feel safe using the restroom facilities. The Les Gove Park provides imperative programs and services to many of Auburn's low to moderate income residents. Ensuring all park facilities such as the restroom are safe and ADA compliant allow park staff to continue serving our residents and connect them with invaluable programs.
	Target Date	12/29/2017

	Estimate the number and type of families that will benefit from the proposed activities	The Les Gove Park hosts 80,000-90,000 visitors each year. All visitors of the Park and its facilities will benefit from the proposed activities with a specific benefit to those living with physical disabilities.
	Location Description	910 9th St. SE Auburn, WA 98002
	Planned Activities	Contain and stabilize project area using appropriate erosion control measures. Demolish and dispose of existing restroom building, and excavate project area to accommodate proposed building footprint. Upgrade existing water supply lines to accommodate the increase in restroom fixtures if necessary. Construct the new building using appropriate building materials based on today's construction materials. Install toilets, urinals and sinks based on design developed by project architect. Install landscape improvements to stabilize soils and to match existing landscaping in the vicinity of the project area.

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

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

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

Geographic Distribution

Target Area	Percentage of Funds

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

n/a

Discussion

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

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

Introduction

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

Actions planned to address obstacles to meeting underserved needs

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

Actions planned to foster and maintain affordable housing

The City will continue to maintain the affordability of decent housing for low income Auburn residents by reallocating \$20,000 of CDBG funds to the City's Housing Repair Program. The program provides emergency repairs necessary to maintain safe housing for up to 55 Auburn homeowners, many of whom are senior citizens and/or are experiencing barriers safely accessing their homes due to physical disabilities or impairment.

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

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

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

- Allocating \$20,000 to the housing repair program

- Participate and partner with coalitions, committees and agencies that provide antipoverty services to develop and enhance strategies and efforts to reduce poverty level families

Actions planned to develop institutional structure

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

- Maintaining partnerships with and participating in the South King County Homeless Coalition, the Committee to End Homelessness of King County and other regional human service providers, coalitions and committees who address homeless issues. The City will also continue to work collaboratively with partnering organizations and groups to integrate and enhance services to provide optimal services to individuals and families currently experiencing or at risk of homelessness.
- Continue to use the recommendations provided by the City's Homeless Task Force to address gaps in services to our homeless population and identify where resources can be leveraged to strengthen the safety net of supportive services available to our residents.

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

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

Discussion

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

Program Specific Requirements

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

Introduction

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

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

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

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

Other CDBG Requirements

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

Discussion

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 3, 2017 Regular City Council Meeting

Date:

April 11, 2017

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Meeting Date: April 17, 2017

Item Number: CA.A



**CITY COUNCIL
MEETING MINUTES**

APRIL 3, 2017 7:00 PM

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

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

Mayor Nancy Backus was in attendance, and the following department directors and staff members were present: Community Development and Public Works Director Kevin Snyder; Parks, Arts and Recreation Director Daryl Faber, Director of Administration Dana Hinman, Finance Director Shelley Coleman, City Attorney Daniel B. Heid, Human Resources and Risk Management Director Rob Roscoe, Police Chief Bob Lee, Innovation and Technology Director Paul Haugan, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

A. Proclamation - Declaring April 14, 2017 as "Sikh Heritage Day" in the city of Auburn

Mayor Backus read and presented a proclamation declaring April 14, 2017 as Sikh Heritage Day in the city of Auburn to young Prabhsharan Singh. Mayor Backus urged citizens to recognize the contributions of the Sikh heritage to the Auburn community. Prabhsharan Singh thanked Mayor Backus for the proclamation.

B. Service Recognition

Mayor Backus presented Parks, Arts and Recreation Director Daryl Faber with his service award pin in recognition of his 15 years of service with the City of Auburn.

III. APPOINTMENTS

There was no appointment for Council consideration.

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing was scheduled for this evening.

B. Audience Participation

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

Roland Kidd, 210 13th Street SE, Auburn

Mr. Kidd urged the Council to install a traffic signal at 12th and A Street SE. Mr. Kidd spoke against consideration of sanctuary city status and any tax increases. He also spoke about homelessness in the city.

Nick Wilson, 33010 17th PI SE, Federal Way

Mr. Wilson reported that Friendship Day will be celebrated on August 6, 2017.

Skyler Nichols, "Skyman, the Tricolored Crusader"

Mr. Nichols also spoke regarding celebrating Friendship Day on August 6, 2017.

Gurminder Hothi, 27902 36th Avenue S, Auburn

Mr. Hothi stated he is a Sikh and thanked the Mayor and City Council for recognizing Sikh Heritage Day. Mr. Hothi stated he works for Downtown Emergency Services Center as a chemical dependency professional and has a Masters Degree in social work. Mr. Hothi spoke regarding mental health and drug dependency issues in the region. Mr. Hothi commented on Senator Miloscia's recent comments encouraging people to "get clean" and cautioned any "shaming" of people into sobriety.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

Councilmember Baggett reported on behalf of the Finance ad hoc committee that reviews claims and payroll vouchers. Councilmember Baggett reported he and Councilmember Wagner reviewed the payroll vouchers in the approximate amount of \$2.3 million and claims vouchers in the amount of approximately \$1.7 million. The ad hoc committee had no questions and recommends approval of the claims and payroll vouchers as described on the Consent Agenda.

Councilmember DaCorsi, chair of the ad hoc committee on the selection of the Deputy Mayor, reported the ad hoc committee will meet on April 10 and will present their recommendation at a future Council study session.

Councilmember Trout-Manuel, chair of the ad hoc committee on safe and inclusive city, stated the ad hoc committee will meet next Wednesday, and the ad hoc committee will report to the full Council at the April 24th Council study session.

Deputy Mayor Wales reported the ad hoc committee on the \$20.00 car license fee met this evening at 6:00 and discussed a time line for their next meetings. The ad hoc committee will meet on April 24, 2017 at 4:30 p.m. and May 1, 2017 at 6:00 p.m.

VII. CONSENT AGENDA

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

- A. Minutes of the March 20, 2017 Regular City Council Meeting
- B. Claims Vouchers
Claims voucher numbers 443167 through 443332 in the amount of \$1,519,222.68 and four wire transfers in the amount of \$158,460.26 and dated April 3, 2017.
- C. Payroll Vouchers
Payroll check numbers 537186 through 537212 in the amount of \$844,916.99 and electronic deposit transmissions in the amount of \$1,480,667.00 for a grand total of \$2,325,583.99 for the period covering March 16, 2017 to March 29, 2017.

Deputy Mayor Wales moved and Councilmember Trout-Manuel seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6645

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

Deputy Mayor Wales moved and Councilmember DaCorsi seconded to adopt Ordinance No. 6645.

Ordinance No. 6645 was reviewed at the last Council study session.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6646

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6621, the 2017-2018 Biennial Budget Ordinance, authorizing amendment to the City of Auburn 2017-2018 Budget as set forth in Schedule "A", Schedule "B", and Schedule "C"

Deputy Mayor Wales moved and Councilmember Baggett seconded to adopt Ordinance No. 6646.

Ordinance No. 6646 was reviewed at the last Council study session.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Ordinance No. 6647

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 1.25.065, 8.12.080 and 8.20.050

of the Auburn City Code relating to the abatement of public nuisances

Deputy Mayor Wales moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6647.

Ordinance No. 6647 was reviewed at the last Council study session.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Ordinance No. 6649

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 2.08.030, 2.33.010, 2.33.020, 2.36.040, 2.42.020, 2.42.040, 2.43.020 and 2.84.030 of the Auburn City Code, and creating a new Section 2.30.040 of the City Code, relating to City boards and commissions

Councilmember Pelosa moved and Councilmember Holman seconded to adopt Ordinance No. 6649.

Councilmember Pelosa stated the ordinance was reviewed at the last Council study session. The ordinance clarifies many of the provisions for City boards and commissions that serve as advisory bodies to the City Council.

Deputy Mayor Wales stated she intends to vote against Ordinance No. 6649. Deputy Mayor Wales stated she believes the ordinance does not adequately address conflicts of interest, and its existing language does not allow for a wide range of variety in membership.

MOTION CARRIED. 6-1 Deputy Mayor Wales voted no.

XI. MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Deputy Mayor Wales reported on her attendance at the Auburn Valley Humane Society fund raiser.

Councilmember Pelosa reported he and other Councilmembers attended a King County cities information session on immigrant and refugee issues at the Renton Community Center. Attendees heard testimony from refugees, and City of Renton representatives

also reported on the status of their inclusive community designation.

Councilmember Trout-Manuel reported she attended the King County cities forum in Renton on immigrant and refugee issues. Councilmember Trout-Manuel also reported she attended the Auburn Valley Humane Society fund raiser and the Vietnam Veterans War Memorial benefit dinner for the memorial site at Les Gove Park.

Councilmember Baggett reported he attended the Auburn Valley Humane Society fund raiser and the American and Vietnamese Veterans War Memorial benefit dinner.

Councilmember Holman reported on his attendance at the Washington State Forensics Investigation Council meeting, where the Council met the State Forensic Odontologist, Dr. Gary Bell. Dr. Bell identifies remains from dental records.

Councilmember Wagner reported on his attendance at the FIRST (For Inspiration and Recognition in Science and Technology) robotics competition held at the Auburn High School gymnasium.

Councilmember DaCorsi reported he attended the King County Growth Management Planning Council meeting where the Council received presentations on the Growth Management Planning Council work plan and an update on regional growth centers.

B. From the Mayor

Mayor Backus reported on attendance at the Coffee with Auburn Police Bike Officers at Busted Bike Café, the Auburn Valley Humane Society gala and fund raiser, a ribbon cutting ceremony for Serendipity Spa and Wellness, OmniFab business tour, the King County Public Health R.E.A.D.Y. (Real Emergency Aid Depends on You) Program which is a result of the Blue Ribbon panel on making Auburn the healthiest city in Washington by 2020, a presentation to Lakeview Elementary student Geoffrey Vukich who contributed money at the Annual Valentine Breakfast for Nexus Youth and Families and to thank him for his selfless act of kindness and generosity, the Sound Cities Association breakfast with Governor Inslee, and opening day of Auburn Little League.

XII. EXECUTIVE SESSION

At 7:50 p.m., Mayor Backus recessed the meeting to executive session for approximately fifteen minutes in order to discuss pending/potential litigation. City Attorney Heid, Human Resources and Risk Management Director Roscoe, and Community Development and Public Works Director Snyder attended the executive session. At 8:06 p.m., the executive session was extended an additional five minutes. No action was anticipated following the executive session.

Mayor Backus reconvened the meeting at 8:12 p.m.

XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:12 p.m.

APPROVED THE _____ DAY OF APRIL, 2017.

NANCY BACKUS, Mayor

Danielle Daskam, City Clerk

City Council agendas and minutes are available to the public at the City Clerk's Office, on the City website, and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

Internet: <http://www.auburnwa.gov>



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

April 11, 2017

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

Claims voucher numbers 443333 through 443512 in the amount of \$4,677,200.81 and four wire transfers in the amount of \$960,005.30 and dated April 17, 2017.

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

Coleman

Meeting Date: April 17, 2017

Item Number: CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

April 11, 2017

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 537213 through 537237 in the amount of \$569,355.74 and electronic deposit transmissions in the amount of \$1,517,766.58 for a grand total of \$2,087,122.32 for the period covering March 30, 2017 to April 12, 2017.

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

Coleman

Meeting Date: April 17, 2017

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1107

Date:

April 6, 2017

Department:

CD & PW

Attachments:

[Vicinity Map](#)
[CP1107 - Budget Status Sheet](#)

Budget Impact:

\$327,218.00

Administrative Recommendation:

City Council grant permission to advertise Project No. CP1107, Fulmer Well Field Improvements, Contract 17-09.

Background Summary:

The Fulmer Well Field Improvements project (Project) is the second phase of rehabilitation at the Fulmer Well Field site. The Project includes re-equipping Well 2 and Well 6 to produce much needed drinking water for City peak demands. The major improvements to the Fulmer Facility include:

- Installing new variable speed pumps at each well.
- Installing column pipe and associated pump controls including variable frequency drives for well pumps.
- Installing flow meters.
- Installing Cathodic Protection.
- Installing SCADA (Supervisory Control and Data Acquisition) telemetry for Wells 2 and 6, and integrating with the City's existing SCADA system.
- Upgrades to the existing disinfection system.

Advertising for construction bids is anticipated to begin in April 2017 with construction anticipated to begin in May 2017. Construction of the project is expected to last 4 months.

A project increase of \$347,374.00 within the 460 Water Fund is anticipated and these funds are available due to the deferment of other Well rehabilitation projects. Actual budget needs (if any) will be determined after bids are opened and included in the Contract Award documentation presented to City Council.

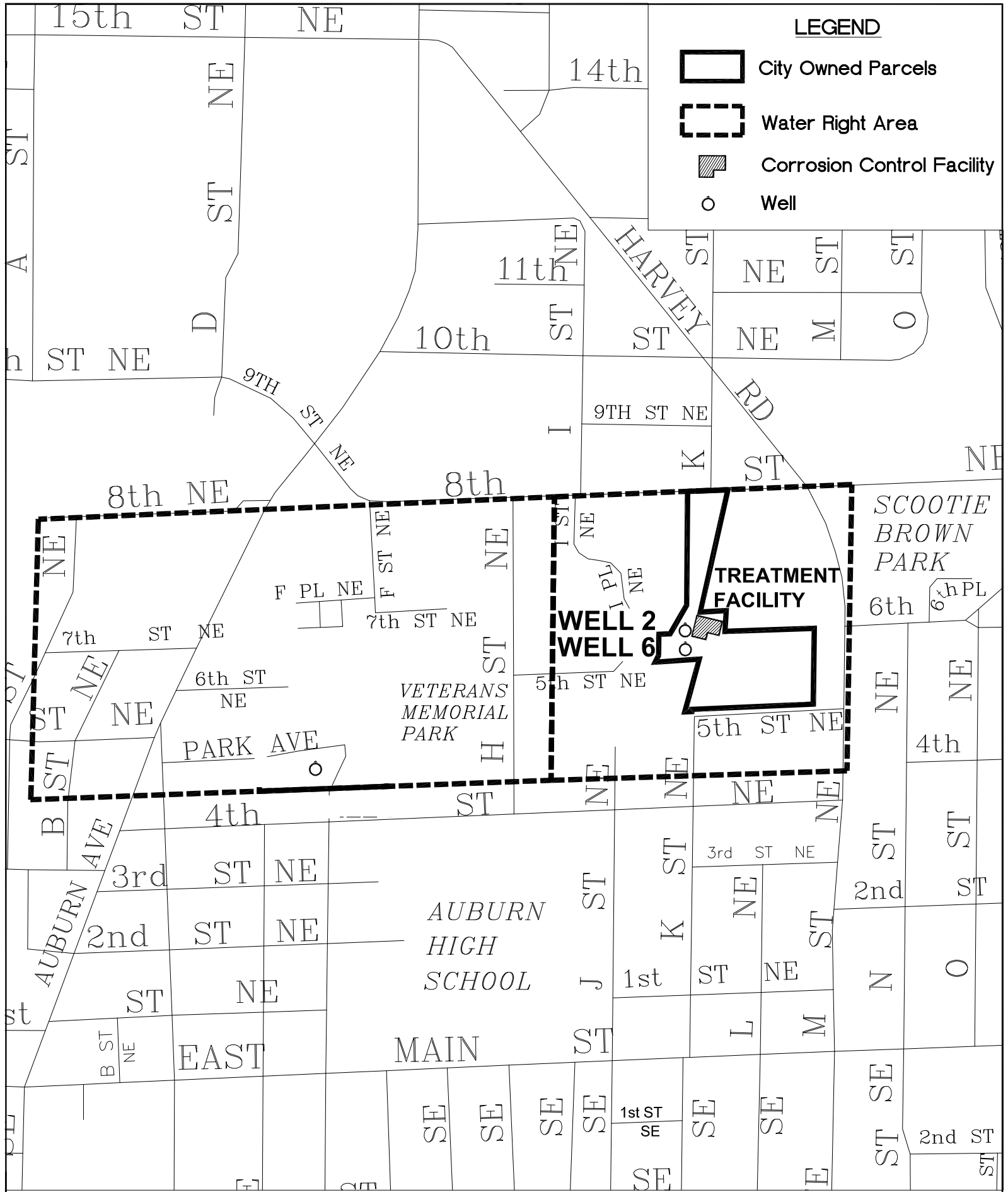
Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: April 17, 2017

Item Number: CA.D



LEGEND

-  City Owned Parcels
-  Water Right Area
-  Corrosion Control Facility
-  Well



CP1107 - FULMER WELLFIELD IMPROVEMENTS PROJECT

VICINITY MAP

NOT TO SCALE



BUDGET STATUS SHEET

Project No: CP1107

Project Title: Fulmer Well Field Improvements

Project Manager: Luis Barba

Initiation Date: 1/16/2016

Advertisement Date: 4/18/2017

Award Date: _____

- ☐ Project Update

☒ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: April 6, 2017

Funds Budgeted (Funds Available)

Funding	Prior Years (Actuals)	2015 (Actuals)	2016 (Actuals)	2017	Total
460 Fund - Water Bonds	737,051	166,646	127,199		1,030,896
460 Fund - Water	99,051	0	390,368	800,000	1,289,419
Total	836,102	166,646	517,567	800,000	2,320,315

Estimated Cost (Funds Needed)

Activity	Prior Years (Actuals)	2015 (Actuals)	2016 (Actuals)	2017	Total
Phase 1: Site Study					
Design Engineering - City Costs	4,773	786			5,559
Design Engineering - Consultant Costs	821,493	51,991	69,860		943,344
Construction	9,836	71,033			80,870
Equipment Procurement		42,836	125,177		168,013
Subtotal	836,102	166,646	195,037	0	1,197,785
Phase 2: On-Site Improvements					
Design Engineering - City Costs			13,889	10,000	23,889
Design Engineering - Consultant Costs				370,000	370,000
Equipment Procurement			20,824		20,824
Construction Estimate				822,000	822,000
Construction Contract Contingency (5%)				41,100	41,100
Other - DOH project review				5,000	5,000
Construction Engineering - City Costs			90	20,000	20,090
Construction Engineering - Consultant Costs				167,000	167,000
Subtotal			34,803	1,435,100	1,469,903
Total	836,102	166,646	229,841	1,435,100	2,667,689

460 Water Budget Status

	Prior Years (Actuals)	2015 (Actuals)	2016 (Actuals)	2017	Total
*460 Funds Budgeted ()	(836,102)	(166,646)	(517,567)	(800,000)	(2,320,315)
460 Funds Needed	836,102	166,646	229,841	1,435,100	2,667,689
*460 Fund Project Contingency ()	(0)	(0)	(287,726)	0	0
460 Funds Required	(0)	(0)	0	635,100	347,374

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1515

Date:

April 6, 2017

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Final Pay Estimate No. 7](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 7 to Contract No. 16-18 in the amount of \$51,906.89 and accept construction of Project No. CP1515, 2016 Local Street Reconstruction and Preservation Project.

Background Summary:

This Project was part of the Local Street Preservation Program and included rebuilding several streets and overlaying several segments of streets throughout the City as well as associated water distribution system work, and storm drainage system improvements. The project rebuilt 21st Street NE between Auburn Way N and I Street NE, F Street SE between East Main and 4th Street SE, and 25th Street SE between M Street SE and R Street SE, as well as the overlay several streets in the West Hill area. The Project installed 2,589 lineal feet of storm drain infrastructure, 2,741 lineal feet of new 12-inch and 8-inch water main, 70 new residential water services, and 41 ADA compliant Curb Ramps along the project streets.

A project budget contingency of \$341,063.00 remains in the Local Street Preservation Fund (103 Fund).

A project budget contingency of \$154,455.00 remains in the Water Fund (460 Fund).

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

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

Snyder

Meeting Date: April 17, 2017

Item Number: CA.E

BUDGET STATUS SHEET

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

Initiation Date: August 24, 2015
 Advertisement Date: May 19, 2016
 Award Date: June 20, 2016

- ☐ 100% Estimate

☐ Permission to Advertise

☐ Contract Award

☐ Change Order Approval

☒ Contract Final Acceptance

Date: April 6, 2017

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

Funds Budgeted (Funds Available)

Funding	Prior Years	Actual 2015	2016	2017	Total
103 Fund - Local Street		5,438	1,952,846	402,969	2,361,253
460 Fund - Water			543,756	154,955	698,711
Total	0	5,438	2,496,602	557,924	3,059,964

Estimated Cost (Funds Needed)

Activity	Prior Years	Actual 2015	2016	2017	Total
Design Engineering - City Costs*		5,438	244		5,682
Design Engineering - Consultant Costs			262,903		262,903
Construction Contract			2,201,619	219,333	2,420,951
Change Order #1			6,450		6,450
Line Item Changes				(167,426)	(167,426)
Material Testing			3,989		3,989
Other - Pedestrian push button, supplies			10,226		10,226
Construction Engineering - City Costs*			11,171	500	11,671
Construction Engineering - Consultant Costs				10,000	10,000
Total	0	5,438	2,496,602	62,407	2,564,446

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

103 Local Street Budget Status

	Prior Years	Actual 2015	2016	Future Years	Total
*103 Funds Budgeted ()	0	(5,438)	(1,952,846)	(402,969)	(2,361,253)
103 Funds Needed	0	5,438	1,952,846	61,907	2,020,190
*103 Fund Project Contingency ()	0	(0)	(0)	(341,062)	(341,063)
103 Funds Required	0	0	0	0	0

460 Water Budget Status

	Prior Years	Actual 2015	2016	Future Years	Total
*460 Funds Budgeted ()	0	0	(543,756)	(154,955)	(698,711)
460 Funds Needed	0	0	543,756	500	544,256
*460 Fund Project Contingency ()	0	0	(0)	(154,455)	(154,455)
460 Funds Required	0	0	0	0	0

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



Construction Contract Final Payment No. 16-18/#7

Project Name: 2016 Local Street Reconstruction and
Preservation Project
Date: 2/2/17

Project Number: CP1515

Contract # 16-18

Status: Approved

Pay Period: 02.21.2017 - 03.20.2017

Retainage Option: Bond in Lieu

To Contractor:
MILES RESOURCES LLC

Cost Summary

Original Contract Value (A): \$2,420,951.46

Contract Change Orders (B): \$6,450.00

Current Contract Value (A+B): \$2,427,401.46

Amount Earned to Date (C): \$2,259,975.47

Amount Previously Invoiced Including Retainage (D): \$2,208,068.58

Amount Earned this Period Including Retainage (C-D): \$51,906.89

Previous Retainage Amount Held (E): \$ 0.00

Current Period Retainage Amount (F): \$ 0.00

Total Retainage Held (E+F): \$ 0.00

Progress Payment Amount Less Retainage (C-D-F) : \$51,906.89

Total Contract Amount Spent Percentage 93.10 %

By signing below, the Contractor agrees and affirms to the following: "I have reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate."

Contractor:

Inspector:

Project Manager:

City Engineer:

By: Erik Wheeler

By: Seth Loop

By: Jai Carter

By: _____

Signed: Cox W

Signature: Seth Loop

Signature: Jai Carter

Signature: _____

Date: 4/5/2017

Date: 4/5/2017

Date: 4/5/2017

Date: _____

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
001	A	Minor Changes	EqAdj	\$21,000.00	1.00	0.1396	\$2,931.90	\$ 0.00	0.6453	\$13,552.44	64.54
002	A	Record Drawings (Minimum Bid \$ 2,000.00)	LS	\$2,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$2,000.00	100
003	A	SPCC Plan	LS	\$ 400.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 400.00	100
004	A	Utility Potholing	EA	\$ 210.00	60.00	0.0000	\$ 0.00	\$ 0.00	32.0000	\$6,720.00	53.33
005	A	Mobilization	LS	\$165,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$165,000.00	100
006	A	Construction Site Sign(s)	EA	\$ 775.00	8.00	0.0000	\$ 0.00	\$ 0.00	3.0000	\$2,325.00	37.50
007	A	Traffic Control Supervisor	LS	\$29,500.00	1.00	0.5000	\$14,750.00	\$ 0.00	1.0000	\$29,500.00	100
008	A	Traffic Control Labor (Min. Bid \$40.00 per hour)	HR	\$ 57.00	1,400.00	0.0000	\$ 0.00	\$ 0.00	2856.0000	\$162,792.00	204.00
009	A	Roadside Cleanup	EqAdj	\$12,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
010	A	Removal of Catch Basin or Manhole	EA	\$ 475.00	18.00	0.0000	\$ 0.00	\$ 0.00	18.0000	\$8,550.00	100
011	A	Removal of Cement Concrete Flatwork	SY	\$ 33.00	420.00	0.0000	\$ 0.00	\$ 0.00	544.6000	\$17,971.80	129.67
012	A	Removal of Curb and Gutter	LF	\$ 7.50	916.00	0.0000	\$ 0.00	\$ 0.00	1059.5000	\$7,946.25	115.67
013	A	Sawcut Integral Curb and Gutter	LF	\$ 5.00	2,601.00	0.0000	\$ 0.00	\$ 0.00	2600.0000	\$13,000.00	99.96
014	A	Roadway Excavation Including Haul	CY	\$ 40.50	4,940.00	0.0000	\$ 0.00	\$ 0.00	4940.0000	\$200,070.00	100
015	A	Gravel Borrow Including Haul	TN	\$ 15.00	2,800.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
016	A	Unsuitable Foundation Excavation Including Haul	CY	\$ 25.00	1,570.00	0.0000	\$ 0.00	\$ 0.00	90.7100	\$2,267.75	5.78
017	A	Subgrade Preparation	SY	\$ 5.00	11,180.00	0.0000	\$ 0.00	\$ 0.00	11180.0000	\$55,900.00	100
018	A	Construction Geotextile for Soil Stabilization	SY	\$ 3.30	11,180.00	0.0000	\$ 0.00	\$ 0.00	11425.4400	\$37,703.95	102.20
019	A	Crushed Surfacing Top Course	TN	\$ 22.25	650.00	0.0000	\$ 0.00	\$ 0.00	565.1400	\$12,574.37	86.94
020	A	Crushed Surfacing Base Course	TN	\$ 25.75	3,720.00	0.0000	\$ 0.00	\$ 0.00	3486.1200	\$89,767.60	93.71
021	A	Pavement Repair Excavation Including Haul	SY	\$ 8.25	1,790.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
022	A	HMA for Overlay Cl. 3/8-inch PG 64-22 (Class G)	TN	\$ 90.00	570.00	0.0000	\$ 0.00	\$ 0.00	837.3000	\$75,357.00	146.89
023	A	HMA Cl. 1/2-inch PG 64-22 (Class B)	TN	\$ 87.00	1,590.00	0.0000	\$ 0.00	\$ 0.00	1487.5700	\$129,418.59	93.56
024	A	HMA Cl. 1-inch PG 64-22 (Class E)	TN	\$ 60.00	2,310.00	0.0000	\$ 0.00	\$ 0.00	2053.8800	\$123,232.80	88.91
025	A	Commercial HMA	TN	\$ 140.00	40.00	0.0000	\$ 0.00	\$ 0.00	21.5900	\$3,022.60	53.98
026	A	Asphalt Cold Patch	TN	\$ 100.00	18.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
027	A	Planing Bituminous Pavement	SY	\$ 19.00	730.00	0.0000	\$ 0.00	\$ 0.00	1213.8600	\$23,063.34	166.28

Period Dates
Begin: 02.21.2017
End: 03.20.2017
2 of 5

16-18/#7

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
028	A	HMA Speed Cushion	EA	\$2,900.00	4.00	0.0000	\$ 0.00	\$ 0.00	6.0000	\$17,400.00	150.0
029	A	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 12 inch Diam.	LF	\$ 31.00	1,071.00	0.0000	\$ 0.00	\$ 0.00	1268.0000	\$39,308.00	118.39
030	A	Ductile Iron Pipe, Special Class 52, Storm Pipe, 8 inch Diam.	LF	\$ 42.00	519.00	0.0000	\$ 0.00	\$ 0.00	530.0000	\$22,260.00	102.12
031	A	Ductile Iron Pipe, Special Class 52, Storm Pipe, 12 inch Diam.	LF	\$ 56.00	1,017.00	0.0000	\$ 0.00	\$ 0.00	791.0000	\$44,296.00	77.78
032	A	Storm Sewer Television Inspection	LF	\$ 2.00	2,607.00	0.0000	\$ 0.00	\$ 0.00	2452.2000	\$4,904.40	94.06
033	A	Catch Basin Type 1	EA	\$1,130.00	34.00	0.0000	\$ 0.00	\$ 0.00	35.0000	\$39,550.00	102.94
034	A	Catch Basin Type 1L	EA	\$2,040.00	3.00	0.0000	\$ 0.00	\$ 0.00	5.0000	\$10,200.00	166.67
035	A	Concrete Inlet	EA	\$1,740.00	7.00	0.0000	\$ 0.00	\$ 0.00	5.0000	\$8,700.00	71.43
036	A	Residential Sidewalk Drain	EA	\$ 700.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$ 700.00	100
037	A	Manhole Type 1, 48-Inch Diam.	EA	\$2,410.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$2,410.00	100
038	A	Adjust Catch Basin	EA	\$ 725.00	9.00	0.0000	\$ 0.00	\$ 0.00	4.0000	\$2,900.00	44.44
039	A	Adjust Manhole	EA	\$ 840.00	22.00	0.0000	\$ 0.00	\$ 0.00	19.0000	\$15,960.00	86.36
040	A	Connect to Existing Catch Basin	EA	\$1,370.00	2.00	0.0000	\$ 0.00	\$ 0.00	2.0000	\$2,740.00	100
041	A	Shoring or Extra Excavation Class B	SF	\$ 0.75	10,023.00	0.0000	\$ 0.00	\$ 0.00	3096.5000	\$2,322.38	30.89
042	A	Pipe Foundation Material	TN	\$ 50.00	290.00	0.0000	\$ 0.00	\$ 0.00	49.5600	\$2,478.00	17.09
043	A	Imported Pipe Bedding	TN	\$ 31.50	1,260.00	0.0000	\$ 0.00	\$ 0.00	704.5000	\$22,191.75	55.91
044	A	Select Pipe Trench Backfill	TN	\$ 32.00	85.00	0.0000	\$ 0.00	\$ 0.00	31.2700	\$1,000.64	36.79
045	A	Imported Pipe Trench Backfill	TN	\$ 32.00	630.00	0.0000	\$ 0.00	\$ 0.00	275.4900	\$8,815.68	43.73
046	A	Controlled Density Fill (CDF) for Filling Pipe	CY	\$ 165.00	10.00	0.0000	\$ 0.00	\$ 0.00	7.0000	\$1,155.00	70.0
047	A	Adjust Valve Box	EA	\$ 420.00	11.00	0.0000	\$ 0.00	\$ 0.00	14.0000	\$5,880.00	127.27
048	A	Temporary Water Pollution/Erosion Control	EqAdj	\$15,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
049	A	Construction Entrance	EA	\$2,550.00	10.00	0.0000	\$ 0.00	\$ 0.00	7.0000	\$17,850.00	70.0
050	A	Inlet Protection	EA	\$ 62.00	95.00	0.0000	\$ 0.00	\$ 0.00	5.0000	\$ 310.00	5.26
051	A	ESC Lead	LS	\$1,550.00	1.00	1.0000	\$1,550.00	\$ 0.00	1.0000	\$1,550.00	100
052	A	Miscellaneous Roadside Restoration	EqAdj	\$15,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.1918	\$2,876.42	19.18
053	A	Topsoil Type A	CY	\$ 50.00	148.00	0.0000	\$ 0.00	\$ 0.00	75.0000	\$3,750.00	50.68
054	A	Lawn Sod	SY	\$ 30.00	1,180.00	0.0000	\$ 0.00	\$ 0.00	1125.5500	\$33,766.50	95.39
055	A	Bark Mulch	CY	\$ 150.00	14.00	0.0000	\$ 0.00	\$ 0.00	10.0000	\$1,500.00	71.43
056	A	Cement Concrete Traffic Curb	LF	\$ 11.75	4,705.00	811.0000	\$9,529.25	\$ 0.00	3472.9000	\$40,806.58	73.81

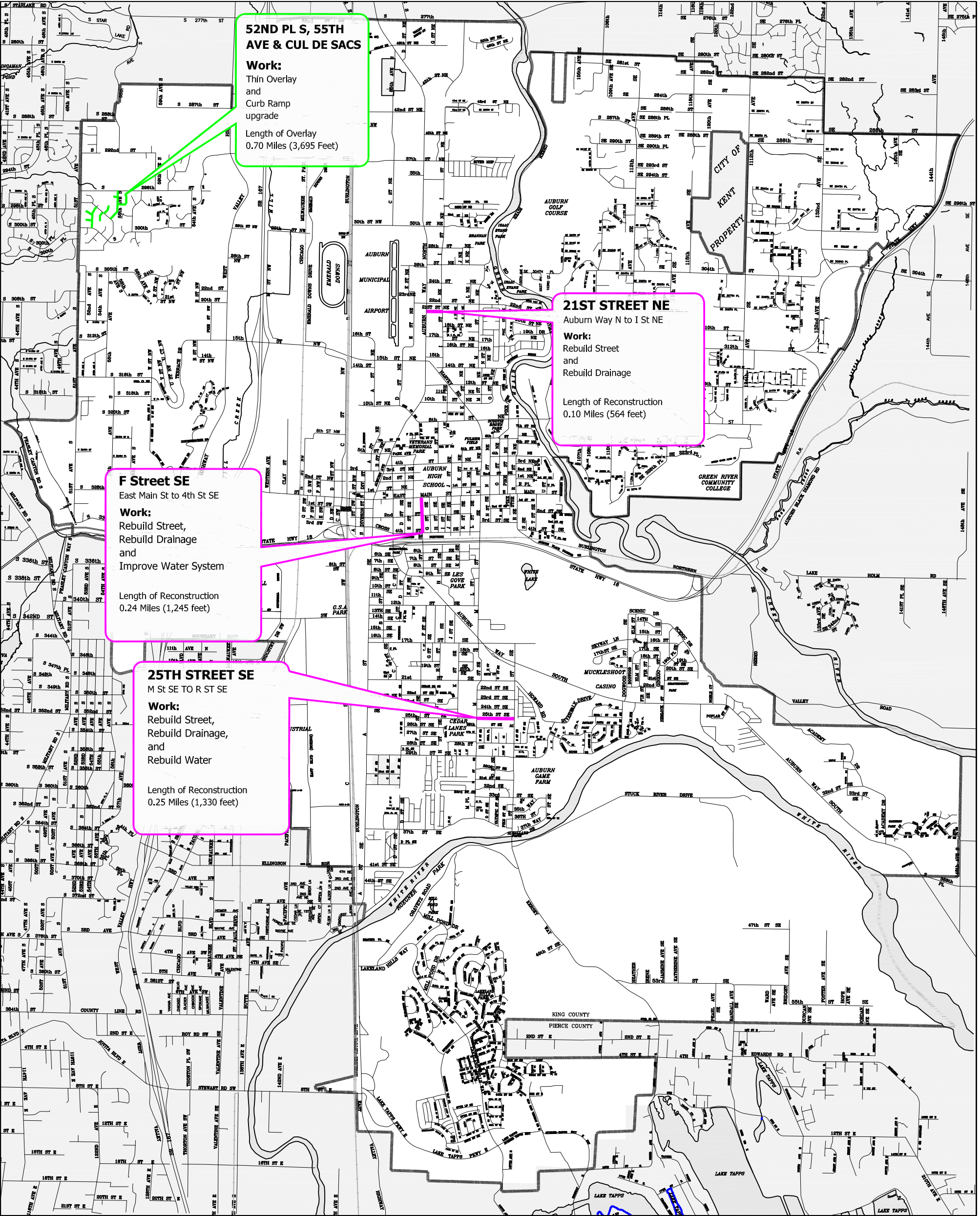
Period Dates
Begin: 02.21.2017
End: 03.20.2017
3 of 5

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
		and Gutter									
057	A	Cement Concrete Curb and Gutter (Hand-Formed)	LF	\$ 17.00	2,348.00	0.0000	\$ 0.00	\$ 0.00	3003.0000	\$51,051.00	127.90
058	A	Cement Concrete Pedestrian Curb	LF	\$ 17.50	238.00	0.0000	\$ 0.00	\$ 0.00	17.5000	\$ 306.25	7.35
059	A	Bumper Curb	EA	\$ 105.00	5.00	0.0000	\$ 0.00	\$ 0.00	5.0000	\$ 525.00	100
060	A	Residential Driveway Apron	SY	\$ 36.00	568.00	0.0000	\$ 0.00	\$ 0.00	615.5000	\$22,158.00	108.36
061	A	Industrial or Commercial Driveway Apron	SY	\$ 50.50	271.00	214.4000	\$10,827.20	\$ 0.00	324.3900	\$16,381.70	119.70
062	A	Raised Pavement Marker Type 2	EA	\$ 15.00	6.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
063	A	Monument Type B (Modified)	EA	\$ 410.00	17.00	0.0000	\$ 0.00	\$ 0.00	17.0000	\$6,970.00	100
064	A	Cement Concrete Sidewalk	SY	\$ 29.00	1,325.00	259.2600	\$7,518.54	\$ 0.00	1673.8300	\$48,541.07	126.33
065	A	Cement Concrete Curb Ramp	EA	\$1,600.00	36.00	3.0000	\$4,800.00	\$ 0.00	44.0000	\$70,400.00	122.22
066	A	Relocate Pedestrian Pushbutton	EA	\$5,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$5,000.00	100
067	A	Permanent Signing	LS	\$4,600.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$4,600.00	100
068	A	Paint Line	LF	\$ 3.00	94.00	0.0000	\$ 0.00	\$ 0.00	425.5000	\$1,276.50	452.66
069	A	Plastic Crosswalk Stripe and Stop Bar (24 inch Wide)	LF	\$ 9.25	821.00	0.0000	\$ 0.00	\$ 0.00	919.3000	\$8,503.53	111.97
070	A	Gravity Block Wall	SF	\$ 70.00	52.00	0.0000	\$ 0.00	\$ 0.00	64.6200	\$4,523.40	124.27
071	B	Minor Changes	EgAdj	\$10,000.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0701	\$ 701.25	7.01
072	B	Utility Potholing	EA	\$ 210.00	30.00	0.0000	\$ 0.00	\$ 0.00	15.0000	\$3,150.00	50.0
073	B	Mobilization	LS	\$20,600.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$20,600.00	100
074	B	Traffic Control Labor (Min. Bid \$40.00 per hour)	HR	\$ 57.00	180.00	0.0000	\$ 0.00	\$ 0.00	230.0000	\$13,110.00	127.78
075	B	Removal of Fire Hydrant	EA	\$ 680.00	3.00	0.0000	\$ 0.00	\$ 0.00	3.0000	\$2,040.00	100
076	B	Shoring or Extra Excavation Class B	SF	\$ 0.75	18,710.00	0.0000	\$ 0.00	\$ 0.00	2337.5000	\$1,753.13	12.49
077	B	Pipe Foundation Material	TN	\$ 50.00	240.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
078	B	Imported Pipe Bedding	TN	\$ 31.50	1,160.00	0.0000	\$ 0.00	\$ 0.00	1043.4300	\$32,868.05	89.95
079	B	Select Pipe Trench Backfill	TN	\$ 32.00	178.00	0.0000	\$ 0.00	\$ 0.00	249.4400	\$7,982.08	140.13
080	B	Imported Pipe Trench Backfill	TN	\$ 32.00	350.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
081	B	Controlled Density Fill (CDF) for Trench Backfill	CY	\$ 94.00	77.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
082	B	Controlled Density Fill (CDF) for Filling Pipe	CY	\$ 165.00	21.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
083	B	Connect to Existing Water Main	EA	\$2,450.00	11.00	0.0000	\$ 0.00	\$ 0.00	12.0000	\$29,400.00	109.09
084	B	Special Class 52 Ductile Iron Pipe	LF	\$ 61.50	1,370.00	0.0000	\$ 0.00	\$ 0.00	1392.0000	\$85,608.00	101.61

Period Dates
Begin: 02.21.2017
End: 03.20.2017
4 of 5

ITEM NO.	SCHEDULE	ITEM DESCRIPTION	UNITS	CONTRACT		THIS PERIOD		VALUE OF MATERIALS STORED	TOTAL		% EST. QTY.
				UNIT COST	QUANTITY	QUANTITY	COST		TOTAL QUANTITY	TOTAL COST	
		for Water Main, 12-inch Diam.									
085	B	Special Class 52 Ductile Iron Pipe for Water Main, 8-inch Diam.	LF	\$ 41.50	1,315.00	0.0000	\$ 0.00	\$ 0.00	1349.0000	\$55,983.50	102.59
086	B	Gate Valve, 6-inch Diam.	EA	\$1,550.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$1,550.00	100
087	B	Gate Valve, 8-inch Diam.	EA	\$2,000.00	4.00	0.0000	\$ 0.00	\$ 0.00	5.0000	\$10,000.00	125.00
088	B	Gate Valve, 12-inch Diam.	EA	\$2,880.00	13.00	0.0000	\$ 0.00	\$ 0.00	13.0000	\$37,440.00	100
089	B	Hydrant Assembly	EA	\$5,400.00	3.00	0.0000	\$ 0.00	\$ 0.00	3.0000	\$16,200.00	100
090	B	Water Service Connection 1 inch Diam. Service Line with 3/4 inch Meter	EA	\$1,630.00	70.00	0.0000	\$ 0.00	\$ 0.00	70.0000	\$114,100.00	100
5001	A	Schedule A Sales Tax	LS	\$ 0.00	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$ 0.00	0
5002	B	Schedule B Sales Tax	LS	\$44,881.71	1.00	0.0000	\$ 0.00	\$ 0.00	0.0000	\$41,086.17	89.65
A		ROW LEFT INTENTIONALLY BLANK									
B		ROW LEFT INTENTIONALLY BLANK									
CO1-1	A	29th Street SE Curb Ramps Mobilization	LS	\$6,450.00	1.00	0.0000	\$ 0.00	\$ 0.00	1.0000	\$6,450.00	100

Period Dates
Begin: 02.21.2017
End: 03.20.2017
5 of 5



2016 LOCAL STREET RECONSTRUCTION AND PRESERVATION PROJECT VICINITY MAP

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1606

Date:

April 10, 2017

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Change Order No. 01 in the amount of \$63,190.70 to Contract No. 17-04 for work on Project No. CP1606, Auburn Teen and Community Center (H Street SE Extension).

Background Summary:

This project is associated with the Community and Teen (REC) Center Project and will create access to the Les Gove Campus from Auburn Way South and will close Deals Way which currently runs through the Les Gove Community Campus. These improvements will encourage vehicles to access the new Community and REC Center from Auburn Way South and H Street SE instead of utilizing neighborhood streets (thus reducing traffic impacts associated with the new Community and REC Center on surrounding neighborhood streets and also increasing visibility of the park from Auburn Way South). The closure of Deals Way will prohibit vehicles from cutting through the park area (between the Spray Park and the Library); thus improving pedestrian safety. The construction work also includes modifications to the King County library parking lot to accommodate the H Street SE/Auburn Way South connection.

This change order will add the work to improve the Auburn Way South frontage between the King County Library entrance and the Chevron Station near 12th Street SE by removing the three existing driveways and sidewalk and constructing new concrete curb and gutter, sidewalks, and street trees along Auburn Way South. This work is consistent with the Les Gove Park Master Plan.

A project budget contingency of \$98,007 remains in the 321 Fund (General Parks Construction).

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: April 17, 2017

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1606	Project Title: Auburn Teen and Community Center (H St. SE Extension)
---------------------------	---

Project Manager: Matthew Larson

Advertisement Date: Jan. 24, 2017

Award Date: Feb. 21, 2017

- ☐ Project Update
☐ Advertise
☐ Contract Award
☒ Change Order Approval
☐ Contract Final Acceptance

Date: April 10, 2017

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2016 (Actual)	2017	Future Years	Total
321 Fund - General Parks Construction		104,326	750,674		855,000
Total	0	104,326	750,674	0	855,000

Estimated Cost (Funds Needed)

Activity	Prior Years	2016 (Actual)	2017	Future Years	Total
Design Engineering - City Costs		72,574	5,000		77,574
Design Engineering - Consultant		9,100	10,220		19,320
Right of Way - Easement Acquisition		20,624			20,624
Right of Way - TRs/Appraisals/Reviews		2,028			2,028
Construction Contract Bid			391,405		391,405
Change Order No. 1			63,191		63,191
Authorized Contingency (25%)			97,851		97,851
Construction Engineering - City Costs			75,000		75,000
Construction Engineering - Materials Testing			10,000		10,000
Total	0	104,326	652,667	0	756,993

321 General Parks Construction Budget Status

	Prior Years	2016 (Actual)	2017	Future Years	Total
*321 Funds Budgeted ()	0	(104,326)	(750,674)	0	(855,000)
321 Funds Needed	0	104,326	652,667	0	756,993
*321 Fund Project Contingency ()	0	0	(98,007)	0	(98,007)
321 Funds Required	0	0	0	0	0

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

CP1606 Auburn Teen and Community Center (H Street SE)

Printed Date: 4/10/2017

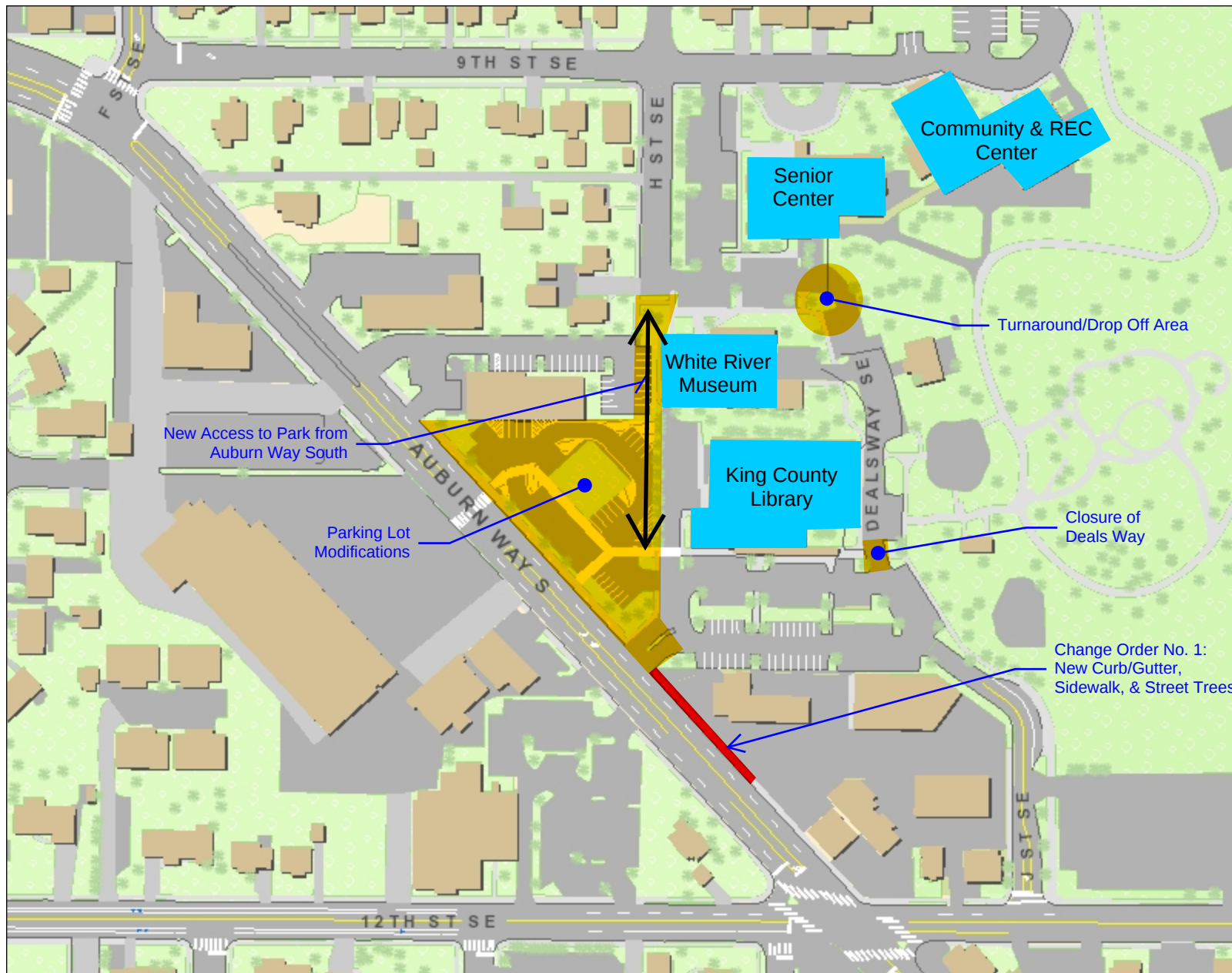
Map Created by City of Auburn eGIS

Imagery Date: May 2015

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

Legend

Project Location(s)



Notes

Change Order No. 1

358.3 0 179.2 358.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

CA.F

1 in = 179 ft

1:2,150

Page 57 of 138



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6644

Date:

April 12, 2017

Department:

Community Development & [Ord 6644](#)
Public Works

Attachments:**Budget Impact:**

\$0

Administrative Recommendation:

City Council Adopt Ordinance No. 6644.

Background Summary:

On December 7, 2015 the City Council enacted Resolution No. 5187 which placed a one-year moratorium prohibiting residential uses previously allowed within the C-1, Light Commercial zoning district. The types of residential uses included in the Moratorium are caretaker apartments, live/work units, multi-family buildings (stand-alone or as part of a mixed-use project), nursing homes and assisted living facilities, and senior housing. Neither the Moratorium nor the proposed Code amendments would impact existing single-family homes, existing or previously permitted uses, or transient-style uses (i.e. hotels, motels). "New" single-family residential uses were not allowed in the C-1 zoning district even before the Moratorium. At the time of the Moratorium there were 3 projects that were previously vested to allow residential uses on C-1 properties. Since these projects already had applications that were considered "complete" for processing, the projects were not affected by the Moratorium and were allowed to continue. The purpose of the Moratorium was to allow the Planning Commission and City Council to further examine whether these types of residential uses are consistent with the intent of the C-1, Light Commercial zone and to change the regulations to agree with this intent. Related to the intent, the C-1 zone exists to serve as a transition between higher- and lower-intensity land uses by allowing commercial uses that are generally lower intensity, more shopper oriented and more compatible with adjacent residential uses.

Code amendments to relieve the time-limited Moratorium and to ensure that appropriate residential uses allowed in the C-1 zoning district were discussed with the Planning Commission at their regular meeting on October 4, 2016. A public notice indicating that changes were being proposed related to allowing residential uses within the C-1 zone was mailed out in advance of the hearing to every property owner

within the C-1 zone, as well as notification to local and State agencies, and published in the Seattle Times newspaper. A public hearing on the proposed changes was subsequently held by the Planning Commission on November 9, 2016 and the Planning Commission forwarded a recommendation for changes to the City Council. This recommendation has not yet been presented to the City Council.

While the Planning Commission was deliberating and reaching a recommendation, the City received a private application for a zoning code text amendment that proposed changes to allowed uses within the C-1 designation. Staff proceeded to conduct the required and associated environmental review. The Determination of Non-Significance (DNS) under the environmental review process for this was issued on November 17, 2016. The request on behalf of Promenade Apartments, LLC, sought to change the uses or types of businesses allowed as the commercial portion of a “mixed-use” in the C-1, Light Commercial zoning district. The request sought to amend Chapter 18.57 ACC, zoning “Standards for Specific Land Uses” and specifically, subsection ACC 18.57.030 (Residential) to change the uses allowed in the C-1, Light Commercial zone for “mixed-use” projects that is currently limited to:

“... one or more commercial retail, entertainment or office uses that are permitted outright or conditionally.”

Rather than the “retail, entertainment or office uses”, the Applicant seeks to have the commercial portion of the mixed use project comprised of a daycare use; the Applicant seeks to have their ten (10) percent of the first floor square footage as commercial space consisting of a daycare operated by the YMCA to meet the “mixed use” standards under current code provisions (ACC 18.57.030(1)(g)). However, this proposed amendment sought to change the same section of code that Staff and the Planning Commission were recommending for deletion. The approaches were in conflict.

Ultimately, the Planning Commission made a recommendation that daycare is a suitable use in a mixed-use development and language to address both this type of use, and the to address the legal conformity of the 3 projects aforementioned. This code language is shown as footnote 2 to ACC Table 18.23.030.

On December 5, 2016, the City Council then enacted six-month extension to the Moratorium (Resolution No. 5258). The extension was adopted to allow Staff and the Planning Commission to determine how to proceed with addressing both the Moratorium as well as the private text amendment application.

During review of the changes requested by Promenade Apartments LLC, some inconsistencies were discovered in the “mixed-use” zoning standards. These

inconsistencies led Staff and the Planning Commission to further review and work to clarify and provide consistency in the code language for mixed-use development (outside of the C-1 zone). These changes include removing antiquated requirements and clarifying and rewording the code language used; as shown throughout **Exhibit 1**, Ordinance No. 6644.

The Planning Commission then held a Public Hearing on March 7, 2017 for Ordinance No. 6644 and made a recommendation of approval to the City Council.

To summarize, the proposed zoning code amendments would address the following:

1. Amend the definition of “mixed-use development” (ACC 18.04.625) to clearly require a residential component, where mixed-use is allowed. (Ord. 6644 Section 1)
2. Amend the list of allowed residential uses (ACC Table 18.23.030) within the C-1, Light Commercial zoning district and thereby addressing the Moratorium. (Ord. 6644 Section 2) This amendment changes multiple family dwellings as part of a mixed use development from permitted to prohibited and changes senior housing from administrative to prohibited.
3. Add a footnote to ACC Table 18.23.030 to address projects that are vested to the zoning standards that were in place prior to the Moratorium. (Ord. 6644 Section 2)
4. Amend/include in this footnote the types of uses that can satisfy the non-residential component of a mixed-use development; this also addresses the private code amendment request by Promenade Apartments LLC, to which they spoke in support of at the March 7, 2017 Public Hearing. (Ord. 6644 Section 2)
5. Amend the code language for mixed-use developments (ACC 18.57.030) to provide clear and consistent language for use by the public and Staff. (Ord. 6644 Section 3)

Promenade Apartments LLC zoning code request City File No. ZOA16-0004

Reviewed by Council Committees:

Other: Planning, Fire, Legal, & Building

Councilmember:

Staff: Snyder

Meeting Date: April 17, 2017

Item Number: ORD.A

ORDINANCE NO. 6 6 4 4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 18.04.625, 18.23.030, AND 18.57.035, OF THE CITY CODE, RELATING TO THE RESIDENTIAL USES ALLOWED IN THE C-1, LIGHT COMMERCIAL ZONING DISTRICT, AND DEVELOPMENT STANDARDS FOR MIXED-USE DEVELOPMENT

WHEREAS, the City Council established a one-year moratorium, commencing on December 7, 2015, under Resolution No. 5187, for accepting or processing applications, permits, or other approvals for residential uses within the C-1, Light Commercial zoning district; and,

WHEREAS, Resolution No. 5187 directed the Planning Commission and City Staff to review and determine which uses listed under "Residential" in ACC Table 18.23.030 are appropriate within the C-1 zone; and,

WHEREAS, the Planning Commission discussed and determined which Residential uses were appropriate in the C-1 zone at the October 4, 2016 Planning Commission meeting; and,

WHEREAS, the Planning Commission held a public hearing on the proposed amendments at the November 9, 2016 Planning Commission meeting, and made a recommendation of the amendments to the City Council; and,

WHEREAS, a private application for a zoning text amendment was processed by City Staff, culminating in issuance of a Determination of Nonsignificance (DNS) on November 17, 2016. This private amendment request was proposing to amend a section of code the Planning Commission had recommended to be removed, specifically relating to the uses allowed to satisfy the non-residential component of a previously approved mixed-use development; and,

Ordinance No. 6644
March 9, 2017
Page 1 of 11

WHEREAS, the timing of this private application triggered a need for the City Council to extend the moratorium established under Resolution No. 5187; and,

WHEREAS, the City Council extended the moratorium for an additional six months under Resolution No. 5258, commencing on December 5, 2016; and,

WHEREAS, City Staff presented further amendments to address the private application request along with further amendments to the development standards for mixed-use developments to the Planning Commission at the January 4, 2017 and February 22 Planning Commission meetings; and,

WHEREAS, the Planning Commission held a public hearing on the proposed amendments at the March 7, 2017 Planning Commission meeting, and made a recommendation of the amendments to the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,

WASHINGTON, DO ORDAIN as follows:

Section 1. Amendment to City Code. That Section 18.04.625 of the Auburn City Code be and the same hereby is amended to read as follows:

18.04.625 Mixed-use development.

"Mixed-use development" means a single unified development that incorporates the planned integration of two or more different land uses consisting of some combination of office, light industrial, hotel, retail, entertainment, public uses, along with ~~and~~ residential uses. Mixed-use development may be vertically oriented in one or more buildings, or ~~geographically~~ horizontally distributed on a development site. When ~~geographically~~ horizontally distributed, the different uses may be constructed concurrently and ~~or~~ in separate phases, and should incorporate common and/or complementary features and/or elements such as pedestrian walkways, access driveways, parking areas, architectural themes, or other techniques that provide integration between uses on the site. (Ord. 6253 § 2, 2009.)

Section 2. Amendment to City Code. That Section 18.23.020 of the Auburn City Code be and the same hereby is amended to read as follows:

Ordinance No. 6644
March 9, 2017
Page 2 of 11

Table 18.23.030

Permitted, Administrative, Conditional and Prohibited Uses by Zone

P = Permitted A = Administrative C = Conditional Use X = Not Permitted									
LAND USE	Zoning Designation								Standards for Specific Land Uses
	C-N	C-1	C-2	C-3	C-4	M-1	EP	M-2	
INDUSTRIAL, MANUFACTURING AND PROCESSING, WHOLESALING									
Building contractor, light	X	X	X	P	X	P	X	P	
Building contractor, heavy	X	X	X	X	X	A	X	P	
Manufacturing, assembling and packaging - Light intensity	X	X	X	P	X	P	P	P	ACC 18.31.180
Manufacturing, assembling and packaging - Medium intensity	X	X	X	A	X	P	A	P	ACC 18.31.180
Manufacturing, assembling and packaging - Heavy intensity	X	X	X	X	X	X	X	A	ACC 18.31.180
Outdoor storage, incidental to principal permitted use on property	X	X	X	P	X	P	P	P	ACC 18.57.020 (A)
Storage - Personal household storage facility (mini-storage)	X	P	X	P	X	P	X	P	ACC 18.57.020 (B)
Warehousing and distribution	X	X	X	X	X	P	P	C	ACC 18.57.020 (C)
Warehousing and distribution, bonded and located within a designated foreign trade zone	X	X	X	P	X	P	P	P	
Wholesaling with on-site retail as an incidental use (coffee, bakery, e.g.)	X	X	X	P	X	P	P	P	

RECREATION, EDUCATION AND PUBLIC ASSEMBLY USES

Commercial recreation facility, indoor	X	P	P	P	P	P	P	A	
Commercial recreation facility, outdoor	X	X	X	A	X	P	A	A	ACC 18.57.025 (A)
Conference/convention facility	X	X	A	A	X	A	X	X	
Library, museum	X	A	A	A	X	A	P	X	
Meeting facility, public or private	A	P	P	P	X	A	P	A	
Movie theater, except drive-in	X	P	P	P	P	X	X	X	
Private school - Specialized education/training (for profit)	A	A	P	P	P	P	P	P	
Religious institutions, lot size less than one acre	A	P	P	P	A	A	A	A	
Religious institutions, lot size more than one acre	C	P	P	P	A	A	A	A	
Sexually oriented businesses	X	X	X	P	X	P	X	P	Chapter 18.74 ACC
Sports and entertainment assembly facility	X	X	A	A	X	A	X	A	

Ordinance No. 6644

March 9, 2017

Page 3 of 11

Table 18.23.030
Permitted, Administrative, Conditional and Prohibited Uses by Zone

P = Permitted A = Administrative C = Conditional Use X = Not Permitted									
LAND USE	Zoning Designation								Standards for Specific Land Uses
	C-N	C-1	C-2	C-3	C-4	M-1	EP	M-2	
Studio - Art, dance, martial arts, music, etc.	P	P	P	P	P	P	A	A	

RESIDENTIAL

Caretaker apartment	X	P	P	P	X	P	P	P	
Live/work or work/live unit	X	PX	P	P	P	P	P	X	
Work/live unit	<u>X</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>X</u>	
Multiple-family dwellings as part of a mixed-use development ²	X	PX	P	P	P	P	P	X	ACC 18.57.030(A)
Multiple-family dwellings, stand-alone	X	X	X	X	X	X	X	X	ACC 18.57.030(B)
Nursing home, assisted living facility	X	P	P	P	C	X	X	X	
Senior housing ²	X	AX	A	A	X	X	X	X	

RETAIL

Building and landscape materials sales	X	X	X	P	X	P	X	P	ACC 18.57.035 (A)
Construction and heavy equipment sales and rental	X	X	X	X	X	A	X	P	
Convenience store	A	A	P	P	X	P	P	P	
Drive-through espresso stands	A	A	A	P	A	P	A	A	
Drive-through facility, including banks and restaurants	A	A	A	P	P	P	X	P	ACC 18.52.040
Entertainment, commercial	X	A	P	P	X	A	X	A	
Groceries, specialty food stores	P	P	P	P	P	P	P	X	ACC 18.57.035 (B)
Nursery	X	X	X	P	A	P	X	P	ACC 18.57.035 (C)
Outdoor displays and sales associated with a permitted use (auto/vehicle sales not included in this category)	P	P	P	P	P	P	P	P	ACC 18.57.035 (D)
Restaurant, cafe, coffee shop	P	P	P	P	P	P	P	P	
Retail									
Community retail establishment	A	P	P	P	P	P	X	P	
Neighborhood retail establishment	P	P	P	P	P	P	X	P	
Regional retail establishment	X	X	X	P	P	P	X	A	
Tasting room	P	P	P	P	P	P	P	P	

Ordinance No. 6644
March 9, 2017
Page 4 of 11

Table 18.23.030

Permitted, Administrative, Conditional and Prohibited Uses by Zone

P = Permitted A = Administrative C = Conditional Use X = Not Permitted									
LAND USE	Zoning Designation								Standards for Specific Land Uses
	C-N	C-1	C-2	C-3	C-4	M-1	EP	M-2	
Tavern	P	P	X	P	P	P	X	A	
Wine production facility, small craft distillery, small craft brewery	A	P	P	P	P	P	P	P	
SERVICES									
Animal daycare (excluding kennels and animal boarding)	A	A	A	P	A	P	X	P	ACC 18.57.040 (A)
Animal sales and services (excluding kennels and veterinary clinics)	P	P	P	P	P	P	X	P	ACC 18.57.040 (B)
Banking and related financial institutions, excluding drive-through facilities	P	P	P	P	P	P	P	P	
Catering service	P	P	P	P	A	P	A	P	
Daycare, including mini daycare, daycare center, preschools or nursery schools	A	P	P	P	P	P	P	X	
Dry cleaning and laundry service (personal)	P	P	P	P	P	P	P	P	
Equipment rental and leasing	X	X	X	P	X	P	X	P	
Kennel, animal boarding	X	X	X	A	X	A	X	A	ACC 18.57.040 (C)
Government facilities, this excludes offices and related uses that are permitted outright	A	A	A	A	A	A	A	A	
Hospital	X	P	P	P	X	P	X	P	
Lodging - Hotel or motel	X	P	P	P	P	A	P	A	
Medical - Dental clinic	P	P	P	P	P	P	X	X	
Mortuary, funeral home, crematorium	A	P	X	P	X	P	X	X	
Personal service shops	P	P	P	P	P	P	X	X	
Pharmacies	P	P	P	P	P	X	X	X	
Print and copy shop	P	P	P	P	P	P	X	X	
Printing and publishing (of books, newspaper and other printed matter)	X	A	P	P	P	P	P	P	
Professional offices	P	P	P	P	P	P	P	P	
Repair service - Equipment, appliances	X	A	P	P	P	P	X	P	ACC 18.57.040 (D)
Veterinary clinic, animal hospital	A	P	P	P	P	P	X	X	
TRANSPORTATION, COMMUNICATIONS AND INFRASTRUCTURE									

Ordinance No. 6644
March 9, 2017
Page 5 of 11

Table 18.23.030
Permitted, Administrative, Conditional and Prohibited Uses by Zone

P = Permitted A = Administrative C = Conditional Use X = Not Permitted									
LAND USE	Zoning Designation								Standards for Specific Land Uses
	C-N	C-1	C-2	C-3	C-4	M-1	EP	M-2	
Ambulance, taxi, and specialized transportation facility	X	X	X	A	X	P	X	P	
Broadcasting studio	X	P	X	P	X	P	X	P	
Heliport	X	X	X	C	X	C	X	C	
Motor freight terminal ¹	X	X	X	X	X	X	X	X	See Footnote No. 1
Parking facility, public or commercial, surface	X	P	P	P	P	P	P	X	
Parking facility, public or commercial, structured	X	P	P	P	P	P	P	X	
Towing storage yard	X	X	X	X	X	A	X	P	ACC 18.57.045 (A)
Utility transmission or distribution line or substation	A	A	A	A	A	A	A	A	
Wireless communication facility (WCF)	-	-	-	-	-	-	-	-	ACC 18.04.912, 18.31.100

VEHICLE SALES AND SERVICES

Automobile washes (automatic, full or self-service)	X	A	X	P	P	P	X	P	ACC 18.57.050 (A)
Auto parts sales with installation services	X	A	A	P	P	P	X	P	
Auto/vehicle sales and rental	X	A	X	P	X	P	X	P	ACC 18.57.050 (B)
Fueling station	X	A	A	P	P	P	X	P	ACC 18.57.050 (C)
Mobile home, boat, or RV sales	X	X	X	P	X	P	X	P	
Vehicle services - Repair/body work	X	X	A	P	X	P	X	P	ACC 18.57.050 (D)

OTHER

Any commercial use abutting a residential zone which has hours of operations outside of the following: Sunday: 9:00 a.m. to 10:00 p.m. or Monday - Saturday: 7:00 a.m. to 10:00 p.m.	A	A	A	A	A	A	A	A	
Other uses may be permitted by the planning director or designee if the use is determined to be consistent with the intent of the zone and is of the same	P	P	P	P	P	P	P	P	

Ordinance No. 6644
March 9, 2017
Page 6 of 11

Table 18.23.030

Permitted, Administrative, Conditional and Prohibited Uses by Zone

P = Permitted A = Administrative C = Conditional Use X = Not Permitted									
LAND USE	Zoning Designation								Standards for Specific Land Uses
	C-N	C-1	C-2	C-3	C-4	M-1	EP	M-2	
general character of the uses permitted. See ACC 18.02.120(C)(6), Unclassified Uses.									

¹ Any motor freight terminal, as defined by ACC 18.04.635, in existence as of the effective date of the ordinance codified in this section, is an outright permitted use in the M-1 and M-2 zone. Any maintenance, alterations and additions to an existing motor freight terminal which are consistent with ACC 18.23.040, Development standards, are allowed.

² Any mixed-use development or senior housing project vested prior to Resolution No. 5187 (December 7, 2015) are an outright permitted use in the C-1 zone. Subsequently if a non-residential use within a vested mixed-use development changes, then the non-residential use shall maintain a minimum of 10 percent of the cumulative building ground floor square footage consisting of the uses permitted outright, administratively, or conditionally, listed under "Recreation, Education, and Public Assembly", "Retail", or "Services" of the C-1 zone.

(Ord. 6508 § 1, 2014; Ord. 6433 § 26, 2012.)

Section 3. Amendment to City Code. That Section 18.57.030 of the Auburn

City Code be and the same hereby is amended to read as follows:

18.57.030 ResidentialMixed-Use Development.

A. Multiple Family Dwellings as Part of a Mixed Use Development.

1. C-1 Zone. Multiple family dwelling as part of a mixed-use development is allowed; provided, that compliance to all of the following is demonstrated:

A. All zones where permitted.

a1. Multiple-family dwellings shall only occur concurrent with or subsequent to the development and construction of the nonresidential components of the mixed-use development;

b. Applications for mixed-use development inclusive of multiple family residential dwellings shall include transportation and traffic analyses appropriate to the type and scale of the proposed development based on the concurrent determination of the planning director and city engineer. The planning director and city engineer may require the analysis to address, including, but not limited to, a.m. or p.m. traffic impacts; and/or area circulation planning for motorized and nonmotorized modes of travel and connectivity; and/or transportation demand management (TDM) strategies;

c. Applications for the mixed-use development inclusive of multifamily residential dwellings shall include written and plan information demonstrating compliance to applicable design standards for mixed-use development contained in the city of Auburn multifamily and mixed-use design standards;

Ordinance No. 6644

March 9, 2017

Page 7 of 11

~~d. Applications for the mixed-use development inclusive of multifamily residential dwellings shall comply, as applicable, with the neighborhood review meeting requirements of ACC 18.02.130 (Neighborhood review meeting);~~

~~e2. Vertical mixed-use.~~

~~a. Mixed-use development comprised of a maximum of one building on a development site shall have a minimum of 50 percent of the ground floor comprised of one or more of the uses permitted outright, administratively, or conditionally, listed under "Recreation, Education, and Public Assembly", "Retail", or "Services" commercial retail, entertainment or office uses that are permitted outright or conditionally in Table 18.23.030; provided, that uses normal and incidental to the building, including, but not limited to, interior entrance areas, elevators, and associated waiting/lobby areas, mechanical rooms, mail areas, and garbage/recycling/compost storage areas, and vehicle parking areas located, may be allowed on the ground floor, except that non-street frontage vehicle garages located on the ground floor together with all other normal and incidental uses shall occupy a maximum of 50 percent of the ground floor space; or,~~

~~f. Mixed-use development that is geographically distributed on a development site amongst two buildings shall have a minimum of 25 percent of the cumulative building ground floor square footage comprised of one or more commercial retail, entertainment or office uses that are permitted outright or conditionally; or~~

~~g3. Horizontal mixed-use.~~

~~a. Mixed-use development that has comprised of two or more than two buildings shall have a minimum of 25 percentage of the cumulative building ground floor square footage comprised of one or more of the uses permitted outright, administratively, or conditionally, listed under "Recreation, Education, and Public Assembly", "Retail", or "Services" commercial retail, entertainment, or office in Table 18.23.030; provided, that uses normal and incidental to the building, including, but not limited to, interior entrance areas, elevators, waiting/lobby areas, mechanical rooms, mail areas, garbage/recycling/compost storage areas, and vehicle parking areas located on the ground floor shall not be included in this 25 percent requirement. uses that are permitted outright or conditionally as follows:~~

~~i. For three buildings, 20 percent of the cumulative building ground floor square footage.~~

~~ii. For four buildings, 15 percent of the cumulative building ground floor square footage.~~

~~iii. For five or more buildings, 10 percent of the cumulative building ground floor square footage.~~

~~h. A project proponent may select to set aside a nonresidential building pad(s), meeting the percentage requirements above, for future development, provided that the site plan for the development must identify the general location for the building(s), associated parking areas, drive aisles, landscaping areas, and utility locations. During the interim period that the nonresidential site(s) remains undeveloped, it must be maintained as a landscaped area meeting the requirements of Chapter 18.50 ACC.~~

~~b. Mixed-use development comprised of two or more buildings (horizontal mixed-use) shall be arranged with the required non-residential building(s) located adjacent to~~

the public street or private street and the multi-family located behind. For a corner lot or through lot, the non-residential building(s) shall be located adjacent to higher classification street.

2B. C-2 and C-4 Zones.

1. Vertical mixed-use development is required. Multiple family dwellings are permitted as part of a mixed use development provided they are:

2. All other requirements of Subsection A of this section shall apply.

a. Located in a multi-story building the ground floor of which must contain a permitted use listed in Table 18.23.030, "Permitted, Administrative, Conditional and Prohibited Uses by Zone." No density limitations shall apply.

3C. C-3 Zone.

1. Multiple family dwellings are permitted as part of a mixed use development provided 1,200 square feet of lot area is provided required for each dwelling unit.

2. All other requirements of Subsection A of this section shall apply.

4. C-4 Zone. Multiple family dwellings are permitted provided they are:

a. Located in a multi-story building and the ground floor must contain a permitted use or combination of uses, other than parking facility.

b. An exception to this ground floor commercial requirement is allowed for uses accessory to the upper story residential at a rate of 1,500 square feet of area per upper story of residential. The ground floor areas accessory to the upper story residential may include, but are not limited to, entry space, lobby, hallway, mail areas. The 1,500 square feet of upper floor area does not include exiting required to meet applicable building and fire codes.

5D. M-1 Zone.

1. Vertical mixed-use development is required. Multiple family dwellings are permitted as part of a mixed use development, provided they are:

2. Ground floor uses shall be comprised of one or more of the uses permitted outright, administratively, or conditionally, listed under "Retail" or "Services" in Table 18.23.030. All other requirements of Subsection A of this section shall apply.

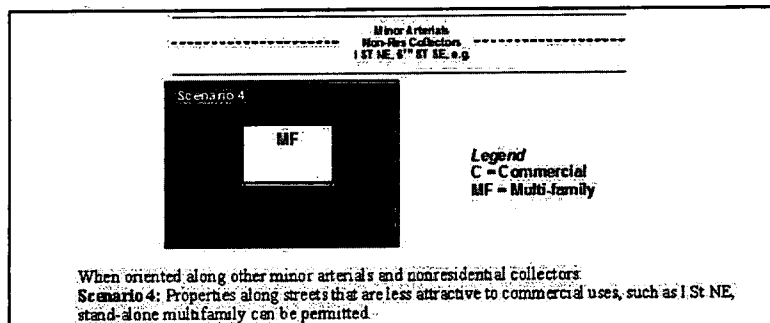
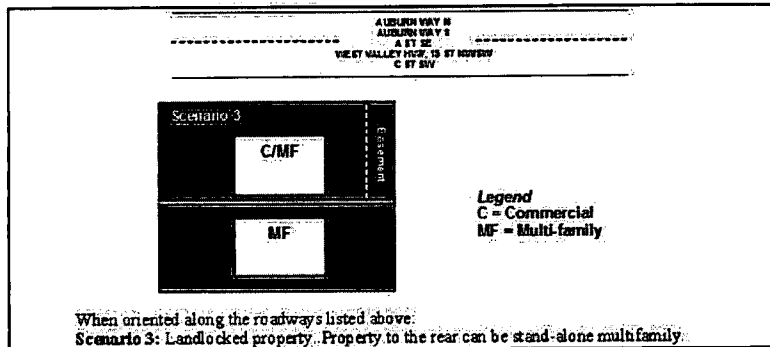
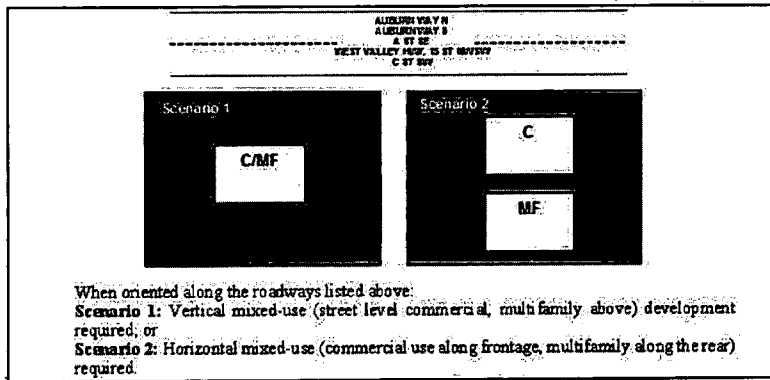
a. Located in a multi-story building the ground floor of which must contain one of the retail or service uses listed in Table 18.23.030, "Permitted, Administrative, Conditional and Prohibited Uses by Zone." The ground floor may contain entrance and lobby areas which serve the dwellings.

B. Multiple Family Dwellings, Stand-Alone.

1. C-3 Zone. Multiple family dwellings are permitted provided:

a. One thousand two hundred square feet of lot area is provided for each dwelling unit; and

b. The multiple family development is arranged in the following manner based on its orientation to a public roadway (Scenarios 1 through 4):



2E. EP Zone. Multiple-family dwellings are permitted provided:

- a1. The multiple-family development incorporates sustainable design and green building practices and qualifies to be built green certified.
2. All other requirements of Subsection A of this section shall apply. (Ord. 6478 § 1, 2013; Ord. 6435 § 1, 2012.)

Section 4. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 5. Severability.

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

Section 6. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6648

Date:

April 11, 2017

Department:

City Attorney

Attachments:

[Ord 6648](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6648.

Background Summary:

The current provisions of the Auburn City Code dealing with Trespass and Vehicle Prowling do not necessarily accommodate all situations with which police are confronted. For instance, if a person is (merely) found to be in a vehicle belonging to another – without permission – but has not, yet, done anything that would indicate an intent to commit a crime from within the vehicle, the violation of “Vehicle Prowling” (RCW 9A .50 2.100, adopted by reference in ACC 9.96.900) may not have occurred, or could not yet be proven. In order to prove that offense, the police would need some evidence that the person who is unlawfully in the vehicle intended to steal something or commit some crime within the vehicle. However, with the separate offense of Vehicle Trespass, a person could be charged for knowingly entering or remaining unlawfully in a vehicle belonging to another. This is a tool that could assist the police in enforcing problems, perhaps even before they become more serious - Vehicle Prowling, Theft of Property (in the vehicle) or Auto Theft, for example.

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

Heid/Lee

Meeting Date: April 17, 2017

Item Number: ORD.B

ORDINANCE NO. 6 6 4 8

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, CREATING A NEW
SECTION 9.96.030 OF THE AUBURN CITY CODE
RELATING TO VEHICLE TRESPASS**

WHEREAS, the current provisions of the Auburn City Code contain regulations addressing various trespass related criminal violations; and

WHEREAS, among these regulations, there is nothing specific that provides a trespass violation for a person who knowingly enters or remains unlawfully in a vehicle belonging to another; and

WHEREAS, many times, this conduct may result in theft of the automobile in itself or vehicle prowling and theft of property located within the vehicle; and

WHEREAS, if the police do not have facts showing that these specific crimes have occurred, police responding to the unwelcome entry into the vehicle may be less able to respond with any criminal charges; and

WHEREAS, some jurisdictions have addressed this situation with a provision making it a crime to knowingly enter or remain unlawfully in a vehicle belonging to another.

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

Section 1. New Section to City Code. That a new Section 9.96.030 of the Auburn City Code, entitled "Vehicle trespass prohibited," is hereby created to read as follows:

9.96.030 Vehicle trespass prohibited.

A. A person is guilty of vehicle trespass if he or she knowingly enters or remains unlawfully in a vehicle belonging to another.

B. As used in this section:

1. The word enter(s) *shall include the entrance of the person, or the insertion of any part of his or her body, or any instrument or weapon held in his or her hand;*

2. A person enters or remains unlawfully in or upon a vehicle *when* he or she is not licensed, invited or otherwise privileged to so enter or remain.

C. Vehicle trespass is a misdemeanor.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

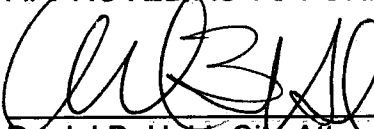
CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Held, City Attorney

Published: _____

Ordinance No. 6648

March 17, 2017

Page 2 of 2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5287

Date:

April 10, 2017

Department:

CD & PW

Attachments:

[Res 5287](#)

[Draft Ordinance No. 6643](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5287.

Background Summary:

Resolution No. 5287 sets the date of the public hearing for Franchise Agreement No. 17-09 for MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services for May 1, 2017, at 7:00 pm in Council Chambers. Per Auburn City Code Chapter 20.06.030, a public hearing shall be held prior to granting or denying a franchise agreement.

Franchise Agreement No. 17-09, Draft Ordinance No. 6643 is attached as back up documentation for Resolution No. 5287. Per Auburn City Code Chapter 20.06.010, a franchise shall be required of any commercial utility or telecommunications operator or carrier or other person who desires to occupy public ways of the city and to provide telecommunications or commercial utility services to any person or area in the city.

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (MCI/Verizon) has applied for a Franchise Agreement to be able to construct within the City's rights of way a fiber optic telecommunications network. These facilities would be part of a larger network of infrastructure that MCI/Verizon is building throughout Washington. MCI/Verizon desires to provide telecommunications, telephone service, internet access and private line services to potential customers including mobile fronthaul and backhaul services and leasing of facilities to affiliates and third parties.

The initial proposed build-out includes overhead installations on existing utility poles wherever possible with underground installation being utilized if necessary. The applicant is requesting the entire City as the proposed franchise area so that future expansion of their facilities may be accommodated without having to amend the

agreement for each installation. Exact locations, plans, engineering and construction schedules would be reviewed, approved, and managed through the City's permitting processes that are a requirement of the Franchise Agreement.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: April 17, 2017

Item Number: RES.A

RESOLUTION NO. 5 2 8 7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A PUBLIC HEARING TO CONSIDER A FRANCHISE AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES, A DELAWARE CORPORATION; A FRANCHISE FOR TELECOMMUNICATIONS SERVICES

WHEREAS, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services has applied to the City for a non-exclusive Franchise Agreement for the right of entry, use, and occupation of certain public rights-of-way within the City of Auburn, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, upon, along and/or across those right(s)-of-way; and

WHEREAS, the City has reviewed MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services application materials, and the City Engineer is satisfied that the application is sufficiently complete, so as to warrant holding a public hearing before the City Council to consider the franchise application, pursuant to Section 20.06.030 of the Auburn City Code (ACC).

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

Section 1. That a hearing on the application by MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services for a Franchise Agreement with the City of Auburn is hereby set for 7:00 p.m. on the 1st day of May, 2017, at the City Council Chambers at 25 West Main Street, Auburn, Washington, 98001, with all persons wishing to

Resolution No. 5287
Franchise Agreement No. 17-09
February 14, 2017
Page 1

Speak to the application at the public hearing being invited to attend.

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

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

DATED and SIGNED this _____ day of _____, 2017.

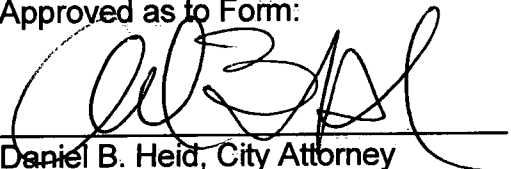
CITY OF AUBURN

Nancy Backus
Mayor

Attest:

Danielle E. Daskam, City Clerk

Approved as to Form:



Daniel B. Heid, City Attorney

Resolution No. 5287
Franchise Agreement No. 17-09
February 14, 2017
Page 2

ORDINANCE NO. 6 6 4 3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES, A DELAWARE CORPORATION, A FRANCHISE FOR TELECOMMUNICATIONS SERVICES

WHEREAS, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services ("Grantee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit "A", attached hereto and incorporated by reference within the City of Auburn (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the types of facilities specified in Exhibit "B", attached hereto and incorporated by reference, and all necessary appurtenances

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 1 of 20

thereto, ("Grantee Facilities") for provision of those services set forth in Exhibit "C" ("Grantee Services") in, along, under and across the Franchise Area.

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

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

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

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

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

Section 2. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 2 of 20

City: Engineering Aide,
Community Development and
Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

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

Grantee: MCImetro Access Transmission Services Corp. d/b/a Verizon
Access Transmission Services
Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02G295
Irving, TX 75038NAME

with copies (except for invoices) to:
Verizon Business Network Services
1320 North Courthouse Road, Suite 900
Arlington, VA USA 22201
Attn: Vice President and Deputy General Counsel, Network
Operations

B. Any changes to the above-stated Grantee information shall be sent to the City's Engineering Aide, Community Development and Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this agreement.

C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Grantee at the following number for emergency or other needs outside of normal business hours of the Grantees: Network Operations Center 1-800-624-9675.

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 3 of 20

Section 3. Term of Agreement

A. This Franchise shall run for a period of five (5) years, from the date of execution specified in Section 5.

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

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

Section 4. Definitions

For the purpose of this agreement:

“ACC” means the Auburn City Code.

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

“Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 4 of 20

Grantee would accomplish and charge to third parties without regard to municipal request.

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

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “D,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 and (4) payment of any outstanding application fees per the City fee Schedule. These four items shall collectively be the “Franchise Acceptance”. The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

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

Section 6. Construction and Maintenance

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

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

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 5 of 20

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

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

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City telephonically during normal business hours (at 253-931-3010 and during non-business hours at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Grantee, but shall notify the Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

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

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 6 of 20

Section 9. Location Preference

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

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

Section 10. Grantee Information

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

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 7 of 20

Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

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

Section 11. Relocation of Grantee Facilities

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

B. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

Section 12. Abandonment and or Removal of Grantee Facilities

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

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

Section 13. Undergrounding

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

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City Engineer at no expense or liability to the City, except

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 8 of 20

as may be required by RCW Chapter 35.99. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless

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

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

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

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 9 of 20

injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

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

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

Section 15. Insurance

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

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

2. Commercial General Liability insurance with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent form. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 10 of 20

performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

2. The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by the insurers except after thirty (30) days' prior written notice has been given to Grantee. Upon receipt of such notice, Grantee shall immediately notify by certified mail, return receipt requested, the City.

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

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

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

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

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 11 of 20

such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 16. Performance Security

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

Section 17. Successors and Assignees

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

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

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

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 12 of 20

costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

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

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

Section 19. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 13 of 20

the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 20. Compliance with Laws and Regulations

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

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

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 14 of 20

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

Section 21. License, Tax and Other Charges

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

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

Section 24. Titles & Interpretation

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

Section 25. Implementation.

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

Section 26. Effective date.

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

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 15 of 20

INTRODUCED: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 16 of 20

Exhibit A

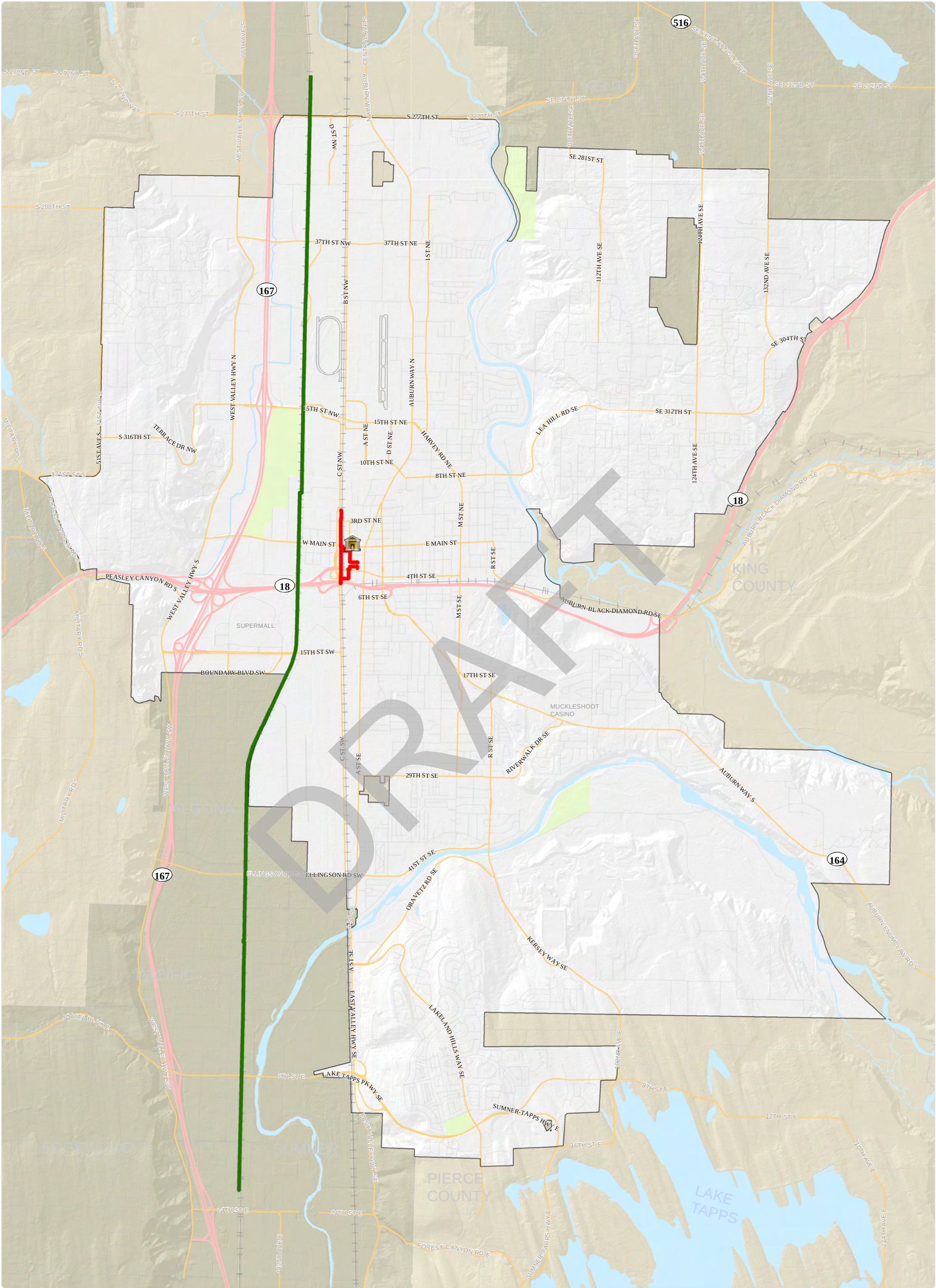


Exhibit B

Grantee Facilities

Grantee Facilities include, collectively or individually, any and all communications transmission and distribution systems, including but not limited to, wires, lines, conduits, ducts, cables, braces, guys, anchors, vaults, switches, fixtures, and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located across, above, along, below, in, over, through, or underground.

Grantee Facilities shall not include any wireless telecommunications facilities such as antennas, DAS, Small Cell facilities or other wireless transmission devices that are mounted on poles or other structures in the right-of-way.

Exhibit C

Grantee Services

The offering of communications and communications services, including, but not limited to a telephone service (as set forth in RCW § 82.16.010), integrated data services, internet access service, private line service, mobile fronthaul and backhaul services, and leasing of facilities (e.g., dark fiber) to affiliates and third parties. Grantee shall not offer a Cable Service or an Open Video System.

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

[Grantee]

By: _____ Date: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20xx, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

Signature

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

MY COMMISSION EXPIRES: _____

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 20 of 20



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5290

Date:

April 6, 2017

Department:

CD & PW

Attachments:

[Res 5290](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5290.

Background Summary:

Resolution No. 5290 authorizes the Mayor to accept federal grant funds to be administered through the Washington State Department of Transportation (WSDOT).

The City applied for and was awarded the following federal grant with required local funding match percentages as indicated:

\$412,650.00 to finance the design, environmental permitting, and construction phases of the A Street SE Corridor Signal Safety & Operations Improvements Project. This grant requires a 10% local construction funding match. This project will design for and improve traffic signal timing and operations, corridor coordination, traffic signal head visibility, and pedestrian accessibility along the A Street SE Corridor between 3rd Street SE and East Valley Highway Access Road.

Funding has been made available in the approved City budget to meet the local funding match requirements of the grant.

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

Snyder

Meeting Date: April 17, 2017

Item Number: RES.B

RESOLUTION NO. 5290

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT FEDERAL GRANT FUNDS TO BE ADMINISTERED THROUGH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE A ST SE CORRIDOR SIGNAL SAFETY & OPERATIONS IMPROVEMENTS PROJECT

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

WHEREAS, the need for the improvements in the A St. SE Corridor Signal Safety & Operations Improvements Project is recognized in Auburn's adopted Transportation Improvement Program; and

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

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

- \$412,650.00 to finance the design, environmental permitting, and construction phases of the A St. SE Corridor Signal Safety & Operations Improvements Project (10% local construction funding match required);**

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

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

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

Section 1. That the Mayor is hereby authorized to accept the federal grant for which the City has sought federal funding and has been awarded for the A St. SE Corridor Signal Safety & Operations Improvements Project. The Mayor is further hereby authorized to negotiate, finalize and execute the Local Agency Agreements between the City and the Washington State Department of Transportation for the design phase for each of the above identified projects, in substantial conformity with grant requirements and the agreement attached hereto, marked as Exhibit A and incorporated herein by this reference. The Mayor is further hereby authorized to negotiate, finalize and execute any further supplemental agreements consistent with project and grant requirements as may be necessary for any and all future phases for each of the Projects, expending up to the total amount of the grant.

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

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

Dated and Signed this _____ day of _____, 2017.

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Resolution No. 5290
April 3, 2017
Page 3



**Washington State
Department of Transportation**

Agency City of Auburn

Address 25 West Main St.
Auburn, WA 98001

Local Agency Agreement

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

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

Project Description

Name A Street SE Corridor Signal Improvements
Termini 3rd Street SE to E Valley Hwy Access Road

Length N/A

Description of Work

This project will improve intersection traffic signal timing and operations, corridor coordination, traffic signal head visibility, and ADA accessibility along the A St SE Corridor between 3rd St SE and East Valley Highway Access Road.

Project Agreement End Date December 31, 2019

Proposed Advertisement Date February 22, 2018

Claiming Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	\$ 27,300.00	\$ 2,730.00	\$ 24,570.00
90 %	b. Other - Consultant	\$ 75,000.00	\$ 7,500.00	\$ 67,500.00
Federal Aid	c. Other -			
Participation	d. State	\$ 1,000.00	\$ 100.00	\$ 900.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	\$ 103,300.00	\$ 10,330.00	\$ 92,970.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract			
%	l. Other - Consultant			
	m. Other			
Federal Aid	n. Other			
Participation	o. Agency			
Ratio for CN	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
	r. Total Project Cost Estimate (e+j+q)	\$ 103,300.00	\$ 10,330.00	\$ 92,970.00

Agency Official

By

Title Nancy Backus, Mayor

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Aid and Award

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

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

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

Local Force or Local Aid and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

April 17, 2017, Resolution/Ordinance No. 5290

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

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

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

VI. Payment and Partial Reimbursement

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

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

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

1. Project Construction Costs

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

IX. Payment of Billing

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

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

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

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

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

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

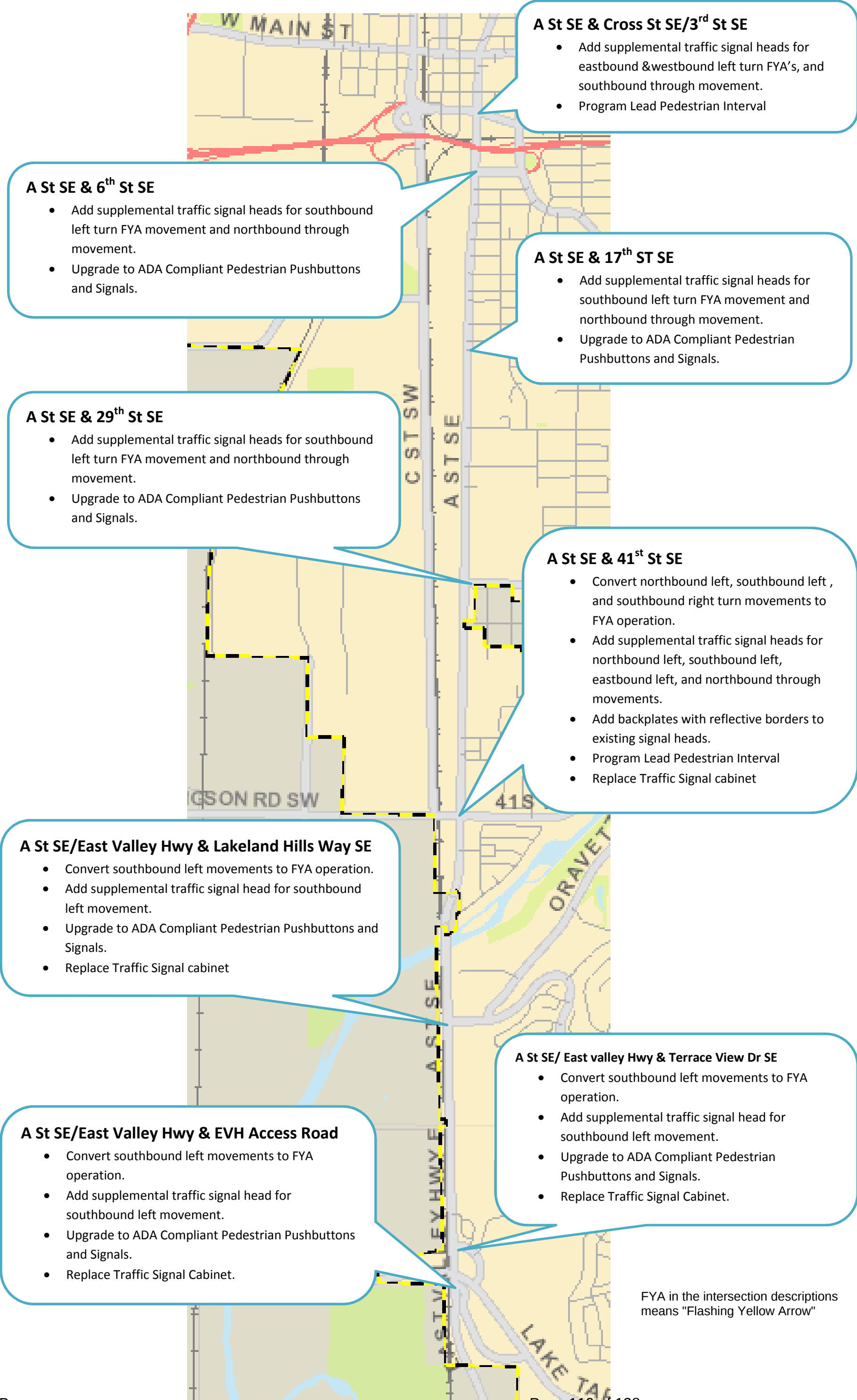
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

XVII. Assurances

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

Additional Provisions

A St SE Corridor Signal Safety & Operations Improvements



FYA in the intersection descriptions means "Flashing Yellow Arrow"



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5291

Date:

April 12, 2017

Department:

Administration

Attachments:

[Res 5291](#)

[Executive Summary](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council conduct the public hearing. For more information on this item, please see Resolution No. 5291.

Background Summary:

The CDBG Annual Action Plan provides a concise summary of the actions, activities and specific federal and non-federal resource that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Action Plan Amendments carry out new activities using funds covered under the consolidated plan. The process of a substantial amendment process is required by the U.S. Department of Housing and Urban Development (HUD) and the City's Consolidated Plan to reallocate funds received.

The City of Auburn will reallocate \$280,000 in CDBG funds for projects that are consistent with federal regulations and the objectives and policies of the Auburn Consolidated Housing and Community Development Plan. The funding will be used to make ADA updates to Les Gove Park restrooms and to complete housing repair projects for low-income homeowners in Auburn.

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

Hinman

Meeting Date: April 17, 2017

Item Number: RES.C

RESOLUTION NO. 5291

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, APPROVING
AMENDMENT TO THE 2016 ANNUAL ACTION PLAN
UPDATE OF THE CONSOLIDATED PLAN**

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

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

WHEREAS, to allocate additional funds received, a substantial amendment must be made to the 2016 Plan, whereby the City of Auburn must amend the 2016 Annual Action Plan for its Consolidated Plan that serves as a federally required planning document to guide the City of Auburn's human service and community development efforts; and

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

WHEREAS, the City Council of the City of Auburn heard and considered public comment about its proposed use of Community Development Block Grant funds and amendment to the 2016 Annual Action Plan; and

Resolution No. 5291
April 10, 2017
Page 1 of 2

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

Section 1. The 2016 Annual Action Plan heretofore adopted by the City of Auburn City Council is amended to update to the City's Consolidated Plan, making approximately \$250,000.00 of CDBG funds available for projects that are consistent with federal regulations and with the objectives and policies of the Auburn Consolidated Housing and Community Development Plan, primarily to complete housing repair projects for low-income homeowners in Auburn and to conduct a Fair Housing analysis.

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

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

DATED and SIGNED this _____ day of _____, 2017.

Nancy Backus
Mayor

ATTEST:

Danielle Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5291
April 10, 2017
Page 2 of 2

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

Each year the City of Auburn executes specific actions to implement the goals and strategies of the Consolidated Plan for Years 2015-2019. Actions that will be undertaken in 2016 are outlined in this Annual Action Plan.

The City of Auburn received \$519,029 in Community Development Block Grant (CDBG) funds in 2016. The funds were allocated for the City's Housing Repair program (\$249,950), Public Service Activities (\$77,550), Economic Development (\$40,000), support of youth outreach (\$51,644), and general program management (\$100,000).

The City also had a total of \$300,XXX in unspent funds accumulated from prior years. The accumulation is due to projects that were unable to be completed.

The 2016 Action Plan Amendment proposes to reallocate \$261,552 of the accumulated funds to the update the City's Les Gove Park bathroom to make them ADA accessible and \$20,000 to the City's Housing Repair program.

The City of Auburn is committed to focusing more on achieving solutions to recurring social problems and achieve a greater collaboration among service providers.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

With the overall goal of reducing the number of people living in poverty within the City of Auburn, the following objectives for the 2016 Action Plan Amendment will be employed:

1. Rehabilitate housing occupied by low to moderate income persons.
2. Improve public facilities for a purpose that benefits all residents and at least 51% of those residents are low to moderate income.

Outcomes are as follows:

1. Increasing the affordability, accessibility and access to supportive services of affordable housing for low income Auburn residents.
2. Increase number Auburn residents using Les Gove Park services and activities.

To accomplish these outcomes and objectives, the City invests in programs that meet the community basic needs, increase self sufficiency, provide opportunities to develop a safe community.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the past year Auburn has accomplished significant achievement on its programs and impacted the lives of thousands of residents. In 2016 alone, projects funded by the City completed the following:

- Over 50 low income Auburn residents were able to avoid homelessness by providing maintenance to their deteriorating homes through the City's housing repair program.
- Over 200 low income Auburn residents avoided utilizing costly emergency healthcare services by receiving free medical and/or dental care.
- 12 low income small business owners received technical assistance to start or expand their small business in Auburn.

In the end of 2016 the Green River Small Business Assistance Center (economic development) notified the City that they were unable to meet their original deliverables detailed in their contract. Due to the unmet deliverables the City only awarded the amount for the services they were able to complete. The amount detailed in their original contract was \$40,000 for 27 small business owners. The City awarded \$20,000 for the 12 business owners they successfully provided services to.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Notices of the Action Plan Amendment are sent out in the newspaper and public comment is made available at a City Council meeting. Review of the Amendment can be done per request of the City of Auburn's Human Services Manager.

Two public forums will be made available for the Annual Action Plan amendment. One prior to its approval and another after its approval Both public forums will be conducted at a City of Auburn Council Meeting that will be publicized in the City's vehicles of communication.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

Auburn residents along with stakeholders, community partners, service providers and others were consulted during the development of the Action Plan. They provided valuable input that supported to the development of the outcomes and objectives listed in the plan.

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

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	AUBURN	
CDBG Administrator		
ESG Administrator		

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Erica Azcueta, Human Services Manager

25 West Main Street, Auburn, WA 98001

eazcueta@auburnwa.gov 253-876-1965

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Auburn consulted with local and regional public and private agencies during the development of the Action Plan Amendment. Agencies that participated in consultations included: the King County Department of Community and Human Services, and nonprofit agencies delivering services in Auburn and the subregion.

In addition to conducting consultations during the development of the plan, the City of Auburn collaborates and works closely with numerous coalitions, committees and government entities throughout the duration of the plan in efforts to enhance strategies and systems to meet established goals and objectives on the plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Auburn works closely with partnering King County jurisdictions, public housing authorities and health providers to develop systems in order to improve the quality of service and access for low-income residents as well as the community as a whole within the city and throughout the region. Additionally, the City participates in monthly meetings with King County Community and Human Services, Public Health King County, Valley Cities, the Multi-Service Center and King County Housing Authority to review program progress and delivery of services funded through regional efforts. This group has worked collaboratively to fund a full-time Homeless and Housing Planner to address needs and issues in the South King County region.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works closely with the King County CoC to ensure residents needs are being met and nonprofits delivering services have access to funds awarded through the CoC. The City also works closely with nonprofits in receipt of CoC funds including Auburn Youth Resources, King County YWCA and Valley Cities.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

All projects receiving CoCfunding are required by HUD to apply for support through a local Continuum of Care. For King County, the Continuum of Care encompasses programs and activities within the borders of King County. Each continuum sets funding priorities and need for its community. The King County CoC priorities are set by All Home King County. Auburn staff contribute to the CoC by working collaboratively with All Home on efforts for King County to ensure coordination efforts between the two entities.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	KING COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City and King County meet regularly to discuss all CDBG related issues that impact our region. To improve coordination there have been more strategic systems put in place to increase communication and collaborative efforts.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Auburn consulted with all types of organizations that primarily serve the populations focused on in the Action Plan Amendment and implemented programs that addressed the greatest need in the community.

The only types of organizations not consulted with were corrections facilities and homeless shelters. The rationale for not consulting with these facilities is that the City does not host either type of organization in the region.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	King County	The goals of Auburn's Strategic Plan overlap with the goals of the CoC to address the needs of homeless residents in the community and reduce the risk of homelessness.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation plays a crucial role in the success of the City's Annual Action Plan. The goals are to hear the community's feedback and recommendations on how CDBG funds should be invested and how services can coordinate to achieve the greatest impact.

Citizens will be given two opportunities to participate in the process throughout the year. The first time will be prior to the submittal of the Amendment and the second will be after the Amendment is approved.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community		No comments were received.		
2	Public Meeting	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

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

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

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	529,029	0	277,808	806,837	1,587,427	
General Fund	public - local	Public Services	500,000	0	0	500,000	2,000,000	

Table 5 - Expected Resources – Priority Table

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

matching requirements will be satisfied

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

CDBG funds do not require matching funds.

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

N/A

Discussion

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

Annual Goals and Objectives

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

Goals Summary Information

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

Table 6 - Goals Summary

Goal Descriptions

Annual Action Plan
2016

12

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

Table 7 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

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

#	Project Name
1	HOUSING REPAIR
2	GRC SMALL BUSINESS ASSISTANCE CENTER
3	Les Gove Park Restroom Upgrade

Table 8 – Project Information

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

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

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

- Fill gaps in human services primarily healthcare, homeless prevention and intervention and affordable housing accessibility.
- Increase funding for physical development activities including housing, community facilities and economic development.

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

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

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

If exceeded revenues are not significant enough to enhance or fund a project, funds may be placed in

contingency for programming later in the year or in the next program year.

AP-38 Project Summary

Project Summary Information

1	Project Name	HOUSING REPAIR
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Affordable Housing Development and Preservation Neighborhood Revitalization
	Funding	:
	Description	Maintain the affordability of decent housing for very low-income Auburn residents by providing repairs necessary to maintain suitable housing for low income Auburn homeowners.
	Target Date	12/29/2017
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 4 Auburn residents will benefit from the housing repair program.
	Location Description	Auburn city limits.
	Planned Activities	Minor home repairs and maintenance include but are not limited to: roof repair, ramp installation, furnace repair and replacement, plumbing, floor repair and weatherization.
2	Project Name	GRC SMALL BUSINESS ASSISTANCE CENTER
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Economic Opportunity

	Funding	CDBG: \$20,000
	Description	Create economic opportunities by providing the availability and access to counseling and training for approximately 12 Auburn residents who are either trying to sustain or create a small business and collectively generate jobs.
	Target Date	12/29/2017
	Estimate the number and type of families that will benefit from the proposed activities	12 Auburn residents will benefit from the proposed activity of Small Business Assistance.
	Location Description	1221 D Street NE Auburn, WA 98002
	Planned Activities	Provide counseling and technical assistance to low income Auburn residents who are small business owners looking to improve or expand their business as well as residents looking to start a small business in Auburn.
3	Project Name	Les Gove Park Restroom Upgrade
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Neighborhood Revitalization
	Funding	:
	Description	The City of Auburn Les Gove Park restroom has experienced significant deterioration over the years causing residents visiting the park to not feel safe using the restroom facilities. The Les Gove Park provides imperative programs and services to many of Auburn's low to moderate income residents. Ensuring all park facilities such as the restroom are safe and ADA compliant allow park staff to continue serving our residents and connect them with invaluable programs.
	Target Date	12/29/2017

	Estimate the number and type of families that will benefit from the proposed activities	The Les Gove Park hosts 80,000-90,000 visitors each year. All visitors of the Park and its facilities will benefit from the proposed activities with a specific benefit to those living with physical disabilities.
	Location Description	910 9th St. SE Auburn, WA 98002
	Planned Activities	Contain and stabilize project area using appropriate erosion control measures. Demolish and dispose of existing restroom building, and excavate project area to accommodate proposed building footprint. Upgrade existing water supply lines to accommodate the increase in restroom fixtures if necessary. Construct the new building using appropriate building materials based on today's construction materials. Install toilets, urinals and sinks based on design developed by project architect. Install landscape improvements to stabilize soils and to match existing landscaping in the vicinity of the project area.

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

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

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

Geographic Distribution

Target Area	Percentage of Funds

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

n/a

Discussion

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

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

Introduction

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

Actions planned to address obstacles to meeting underserved needs

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

Actions planned to foster and maintain affordable housing

The City will continue to maintain the affordability of decent housing for low income Auburn residents by reallocating \$20,000 of CDBG funds to the City's Housing Repair Program. The program provides emergency repairs necessary to maintain safe housing for up to 55 Auburn homeowners, many of whom are senior citizens and/or are experiencing barriers safely accessing their homes due to physical disabilities or impairment.

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

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

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

- Allocating \$20,000 to the housing repair program

- Participate and partner with coalitions, committees and agencies that provide antipoverty services to develop and enhance strategies and efforts to reduce poverty level families

Actions planned to develop institutional structure

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

- Maintaining partnerships with and participating in the South King County Homeless Coalition, the Committee to End Homelessness of King County and other regional human service providers, coalitions and committees who address homeless issues. The City will also continue to work collaboratively with partnering organizations and groups to integrate and enhance services to provide optimal services to individuals and families currently experiencing or at risk of homelessness.
- Continue to use the recommendations provided by the City's Homeless Task Force to address gaps in services to our homeless population and identify where resources can be leveraged to strengthen the safety net of supportive services available to our residents.

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

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

Discussion

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

Program Specific Requirements

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

Introduction

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

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

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

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

Other CDBG Requirements

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

Discussion

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

