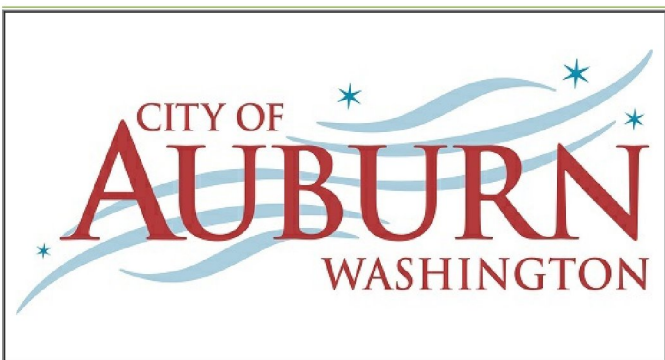


	City Council Meeting February 19, 2019 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

- A. Arts Commission Appointments

City Council to approve the following appointments to the Arts Commission. All appointees will serve a three year term to expire on December 31, 2021.

Kelly Gordon
Pat Judd
Pam Smith

- B. Salary Commission Reappointment

City Council to confirm the reappointment of Isaiah Johnson to the Salary Commission for a four-year term to expire December 31, 2022.

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

- A. **Public Hearings**

- 1. Public Hearing for renewal of Franchise Agreement No. 13-37

City Council to conduct a public hearing to receive public comment in consideration of renewal of Franchise Agreement No. 13-37 for T-Mobile West, LLC

- B. **Audience Participation**

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

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

VI. **COUNCIL AD HOC COMMITTEE REPORTS**

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

1. Finance Ad Hoc Committee (Chair Wales)

VII. **CONSENT AGENDA**

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

A. Minutes of the May, 22, 2017, November 13, 2017, November 27, 2017, December 11, 2017, March 26, 2018 Study Session

B. Minutes of the February 17, 2017 Special City Council Meeting

C. Minutes of the January 22, 2019 Regular Council Meeting

D. Claims Vouchers (Coleman)

Claim vouchers 452445 through 452586 in the amount of \$2,234,272.01 and six wire transfers in the amount of \$779,667.05 dated February 4, 2019.

Claim vouchers 452587 through voucher #452702 in the amount of \$3,133,958.89 and two wire transfers in the amount of \$433,706.58 and dated February 19, 2019.

E. Payroll Vouchers (Coleman)

Payroll check numbers 538331 through 538343 in the amount of \$572,118.02, electronic deposit transmissions in the amount of \$1,953,044.89 for a grand total of \$2,525,162.91 for the period covering January 17, 2019 to January 30, 2019.

Payroll check numbers 538344 through 538358 in the amount of \$235,471.39, electronic deposit transmissions in the amount of \$1,999,539.64 for a grand total of \$2,235,011.03 for the period covering January 1, 2019 to February 13, 2019.

F. Confirm and Ratify Scheduling of the Public Hearing on the Renewal of a Franchise Agreement with T-Mobile West LLC (Gaub)

Move to ratify and confirm the scheduling of a public hearing renewal of Franchise Agreement No. 13-37 for T-Mobile West, LLC to be held on February 19, 2019.

G. Public Works Project No. CP1815 (Gaub)

City Council to award Contract No. 19-03, to Transportation Systems Inc. on their low bid of \$448,147.60 plus Washington State sales tax of \$3,036.40 for a total contract price of \$451,184.00 for Project No. CP1815, 2018 Citywide ADA and Sidewalk Improvements Project

H. Brannan Park Baseball Synthetic Turf (Faber)

City Council to award contract for Project CP1817 to Coast to Coast Turf on their bid of \$611,289 for the purchase, base work and installation of synthetic turf at the Brannan Park Baseball Field

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. Ordinance No. 6711 (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, establishing the local sales and use tax rate for local revitalization financing for 2019

(RECOMMENDED ACTION: Move to waive Council Rules and adopt Ordinance No. 6711)

XI. RESOLUTIONS

A. Resolution No. 5403 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the transfer of funds for the purpose of making a loan or loans from the sewer fund (fund no. 431) and/or the storm drainage fund (fund no. 432) to the water fund (fund no. 430) for up to a five-year period of time

(RECOMMENDED ACTION: Move to adopt Resolution No. 5403)

B. Resolution No. 5406 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and Seattle-King County Department of Public Health to implement the 2019-2010 Local Hazardous Waste Management Program and accepting program grant funds

(RECOMMENDED ACTION: Move to adopt Resolution No. 5406)

C. Resolution No. 5407 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2019-2020 Waste Reduction and Recycling Grant Program and accepting program grant funds

(RECOMMENDED ACTION: Move to adopt Resolution No. 5407)

D. Resolution No. 5408 (Tate)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila, and King County, for the creation and operation of South King Housing and Homeless Partners (SKHHP)

(RECOMMENDED ACTION: Move to adopt Resolution No. 5408)

XII. MAYOR AND COUNCILMEMBER REPORTS

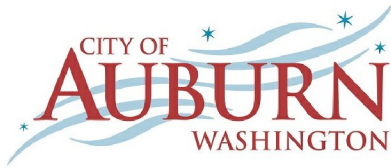
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

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.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for renewal of Franchise Agreement No. 13-37

Date:

February 6, 2019

Department:

Public Works

Attachments:

[Draft Ordinance No. 6709](#)

[Franchise Agreement No. 13-37 Ordinance No.](#)

[6491](#)

[Ordinance No. 6575](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a public hearing in consideration of renewal of Franchise Agreement No. 13-37 for T-Mobile West, LLC.

Background Summary:

Per Chapter 20.06 of the Auburn City Code a public hearing shall be held to consider the renewal of Franchise Agreement No. 13-37 for T-Mobile West, LLC to continue to operate at specific locations within the City's rights-of-way a wireless telecommunications system.

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

Gaub

Meeting Date: February 19, 2019

Item Number:

PH.1

ORDINANCE NO. 6 7 0 9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE RENEWAL OF ORDINANCE NO. 6491 AND ORDINANCE NO. 6575 FOR T-MOBILE WEST LLC, FRANCHISE AGREEMENT NO. 13-37 FOR A WIRELESS TELECOMMUNICATIONS SYSTEM

WHEREAS, on February 18, 2014, the City Council adopted Ordinance No. 6491, granting a site specific wireless telecommunications franchise to T-Mobile West LLC; and,

WHEREAS, on January 19, 2016, the City Council adopted Ordinance No. 6575, amending Ordinance No. 6491 and adding an additional wireless site location to T-Mobile West LLC's franchise agreement,

WHEREAS, T-Mobile West LLC wishes to renew said Franchise Agreement for an additional five year term; and

WHEREAS, following proper notice, the City Council held a public hearing on T-Mobile West LLC's request for renewal of Ordinance No. 6491 and Ordinance No. 6575, at which time representatives of T-Mobile West LLC and interested residents were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

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

renewal of Ordinance No. 6491 and Ordinance No. 6575 be granted to T-Mobile West LLC.

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

Section 1. The City approves T-Mobile West LLC's application for renewal for one five-year period as provided for in Section 3 of Ordinance No. 6491, a copy of which is attached as Exhibit A, under the conditions set forth in this Ordinance. Such five-year renewal period will commence on the effective date of this Ordinance.

Section 3. T-Mobile West LLC will, within thirty (30) days after the effective date of this Ordinance, file with the City, a fully executed Statement of Acceptance of this Ordinance, which written acceptance will be Exhibit B, attached and incorporated by this reference.

Section 4. This Ordinance supersedes Ordinance No. 6491 and Ordinance No. 6575 to the extent that it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of Ordinance No. 6491 and Ordinance No. 6575. All other provisions of Ordinance No. 6491 and Ordinance No. 6575 remain unchanged and in full force and effect.

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

Section 6. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Steven Gross, City Attorney

Published: _____

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

T-Mobile West LLC., for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise Agreement, Ordinance No. 6491 and Ordinance No. 6575, attached hereto and incorporated herein by this reference as amended by Ordinance No. 6709.

T-Mobile West LLC
12920 SE 38th Street
Bellevue, WA 98006

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

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

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

Signature

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

Draft Ordinance No. 6709
T-Mobile Franchise Agreement Renewal
December 19, 2018
Page 4 of 4

ORDINANCE NO. 6491

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR TELECOMMUNICATIONS

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

WHEREAS, with respect to some of these facilities, they were previously installed the public rights of ways with the permission of King County, which managed those right(s)-of-way prior to the annexation of those rights of way into the City of Auburn; 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, with respect to those facilities previously installed by authorization of King County, this agreement supersedes and replaces all agreements between Grantee and King County; and

WHEREAS, based upon the foregoing recital clauses, and from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council in compliance with RCW 35.99 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, pursuant to RCW 35.99 the City grants to the Grantee general permission to enter, use, and occupy the public right(s)-of-way of the City. However, Grantee shall not extend its occupation of the public rights of way beyond the two facilities that presently

occupy the rights of way as specified in Exhibit "A", attached hereto and incorporated by reference (the "Franchise Area"), without having first obtained an amendment to this agreement and site specific permits from the City authorizing Grantee to install telecommunications equipment at such other locations than specified in Exhibit "A".

B. This Franchise does not authorize the use of the public rights of ways for any facilities or services other than for wireless telecommunications facilities.

C. 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 rights set forth herein.

D. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to City rights-of-way. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges that the City has the power of eminent domain and that Grantee's remedies in the event of the exercise of such power are set forth in RCW 35.99 and other applicable law.

E. The City reserves the right to change, regrade, relocate, abandon, or vacate any public right-of-way. If, at any time during the term of this Franchise, the City vacates any portion of the rights of way 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.

F. The Grantee agrees that its use of the 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. Except as defined in the respective filing and emergency work provisions of Sections 5 and 7 herein, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. City or Grantee may from time to time

designate any other address for this purpose by providing written notice to the other party effective thirty (30) days after the provision thereof.

City: City of Auburn
Engineering Aide, Transportation
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: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attention: Lease Compliance/ City of Auburn Franchise

B. Any changes to the above-stated Grantee information shall be sent to the City, referencing the title of this agreement.

C. The above-stated voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

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), which approval shall not be unreasonably withheld, conditioned or delayed. 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 reasonably 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 until either party gives written notice at least one hundred eighty (180) days in advance of the 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, modifying and/or 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 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, and easements, owned or controlled by the City.

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 (collectively, “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 upon Grantee Facilities. 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 undertaking 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 in compliance with applicable law.

D. Before commencing any work involving excavation 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 an additional and separate approval from the City.

Section 7. Access, 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. For

any emergency or after normal business hour issues involving the Grantee's facilities which requires the Grantee's immediate response the City shall contact the Grantee at their network operations center telephonically at 888-662-4662, which is operated 24 hours a day, seven days a week. 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 of the nature of the emergency and the actions taken to address it.

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 pursuant to City Code..

Section 9. Location Preference and Interference

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

C. 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 and has given Grantee ten working days to obtain an injunction to prohibit the City's release of records.

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 in the event the Franchise Area is required for use by the City in performance of its municipal services. In such event, City will give Grantee prior written notice of the need for such relocation of the Franchise Area. Notwithstanding the foregoing however, and 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 similar losses in connection with any such change, relocation, abandonment, or vacation of the right-of-way(s).

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, remove the affected facilities, or, with the City's

written permission, abandon in place such facilities whereupon they will transfer to the City in their AS IS and WHERE IS condition without need of execution of any further documentation formalizing the transfer, and without representation or warranty of any kind or nature provided the Grantee shall provide to the City drawings, maps or other documentation about said facilities to the reasonable satisfaction of the City. Following such transfer, Grantee shall no longer be responsible for any liability, maintenance, repair or removal obligations related to or arising from the transferred 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 that can be installed underground.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground those portions of Grantee Facilities that can be installed underground in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99 or other applicable law. 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 it utilizes, 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 and the use thereof by all applicable parties

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 to the extent caused by Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the negligence of the City, its agents, contractors, employees or invitees. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the

City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

B. The Grantee shall hold the City harmless from any liability for 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 or intentional misconduct of the City, its agents, contractors, employees or invitees 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, 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 with respect to acts or events occurring prior thereto.

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 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 each occurrence, \$2,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There 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 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 per claim carried by all licensed professionals employed or retained by 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 with respect to claims alleging Grantee's negligence. 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 either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

D. **Verification of Coverage.** Grantee 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 the Consultant 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 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 bond, or other financial guarantee in a form and substance reasonably acceptable to the City, in the amount of Fifty Thousand Dollars (\$50,000) running for, or renewable for, the term of this Franchise. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this agreement within the applicable cure or grace period, 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 direct 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. The foregoing

notwithstanding, Grantee may assign this Franchise in whole or in part without the need for the City's consent to any entity that controls, is controlled by, or is under common control with Grantee, or to any entity resulting from any merger or consolidation with Grantee, or to any partner of Grantee or to any partnership in which Grantee is a general partner, or to any person or entity that acquires all of the assets of Tenant as a going concern.

C. For any assignment requiring City consent, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days after the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer (redacted for any financial terms); (b) All information reasonably 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 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.

E. Upon assignment, Grantee shall be relieved of all liabilities and obligations hereunder accruing thereafter and City shall look solely to the assignee for performance under this agreement and all such obligations accruing thereafter hereunder provided such assignee accepts all such obligations in writing within thirty (30) days of the date of assignment and is of substantially similar financial strength or credit worthiness as Grantee.

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 (30) days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) 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/or 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, if required by such statute or regulation, 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, or Grantee may terminate this agreement without further liability or penalty subject to its prompt removal of the Grantee Facilities in compliance with applicable terms herein.

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 within such thirty (30) day period.

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 provided the provision deemed invalid is not a material term to this agreement.

Section 24. Titles

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

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. Termination.

Grantee shall have the right to terminate this agreement with respect to an individual Franchise Area authorized hereunder, without penalty, upon one hundred twenty (120) days prior written notice. In such event, all applicable fees and/or costs set forth herein shall be equitably adjusted as of the effective date of termination

Section 27. 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: FEB 18 2014
PASSED: FEB 18 2014
APPROVED: FEB 18 2014


NANCY BACKUS, MAYOR

ATTEST:

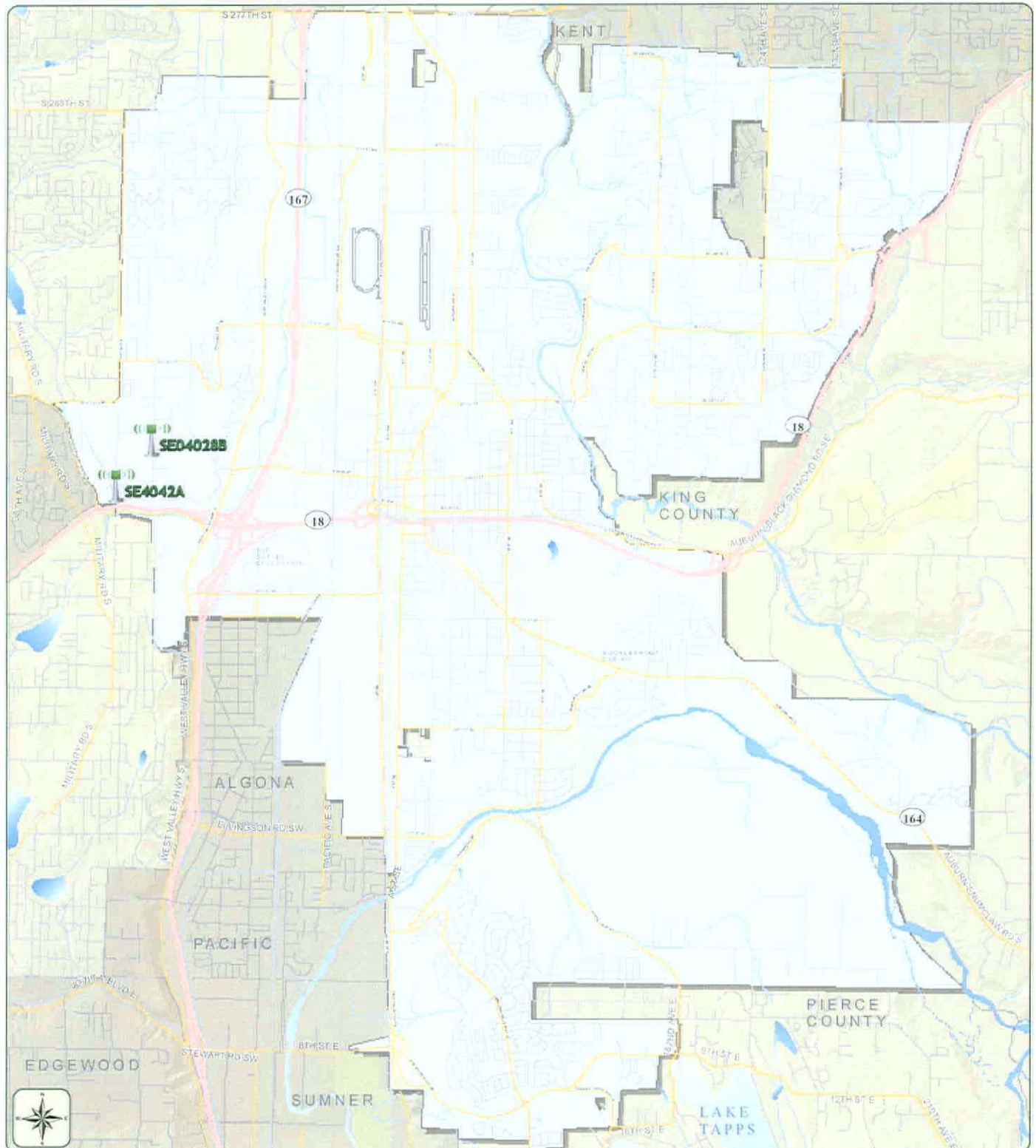

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: February 24, 2014 in the Seattle Times

Exhibit "A" - T-Mobile Franchise Area



Ordinance No. 6491
Exhibit A
February 11, 2014
Page 1 of 1

T Mobile Facilities



Hydrology



Political Boundaries



Transportation



Printed On: 11/27/2013
Map ID: 4317

From this screen is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn is not responsible for any errors or omissions.

EXHIBIT "B"

GRANTEE FACILITIES

EXISTING T-MOBILE FACILITIES IN CITY OF AUBURN ROW

Site ID: SE4042A, "Peasley Canyon"

Location:
33043 46th Place South
Auburn, WA 98001

Description: Telecommunications Facility consisting of above ground radio equipment cabinets located in a 12'x17' cedar wood fence enclosure in the Right-of-Way (ROW), with antennas collocated on an existing 88' above-ground wooden utility pole in the ROW with connecting underground conduit.

Site ID: SE04028B, Mountain View Cemetery/PR

Location:
5605 S 324th Place
Auburn WA 98001

Description: Telecommunication Facility consisting of antennas located on an existing 75' above-ground wood utility pole in the Right of Way with connecting underground conduit to the radio equipment cabinets located on adjacent private property.

EXHIBIT "C"

GRANTEE SERVICES

SERVICES PROVIDED BY T-MOBILE WITHIN THE CITY OF AUBURN:

Telecommunications Services authorized by the Federal Communications Commission; including but not limited to the following:

THE TRANSMISSION, AMPLIFICATION AND RECEPTION OF RADIO COMMUNICATION SIGNALS, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO:

- VOICE,
- DATA,
- IMAGES AND VIDEO
- E-911/EMERGENCY ACCESS
- 3-G AND 4-G

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

T-Mobile West LLC, A Delaware limited liability company, 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.

T-Mobile West LLC
A Delaware limited liability company

By: [Signature] Date: 3/6/14
Name: Jay Noceto
Title: PNW Area Director, Engineering & Operations

[Signature]

3/4/14

STATE OF WASHINGTON

COUNTY OF KING)ss.
)

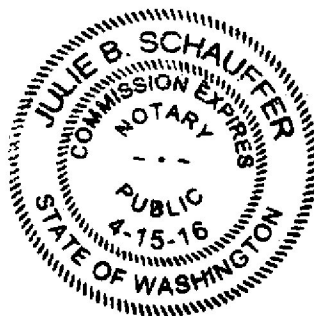
On this 6th day of March, 2014, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Jay Noceto of T-Mobile West LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the 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]
Signature

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle

MY COMMISSION EXPIRES: 4/15/16



ORDINANCE NO. 6575

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6491 AND THE T-MOBILE WEST, LLC FRANCHISE NO.13-37 TO ADD AN ADDITIONAL LOCATION

WHEREAS, On February 18, 2014, the City Council adopted Ordinance No. 6491, granting a wireless communications franchise to T-Mobile West, LLC ("Grantee"); and,

WHEREAS, T-Mobile West LLC wishes to add an additional site within the City; and

WHEREAS, following proper notice, the City Council held a public hearing on the Grantee's request for an Amendment to Franchise Agreement No. 13-37, 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, based upon the foregoing recital clauses and from information presented at such public hearing and from facts and circumstances developed or discovered through independent study and investigation, the City Council in compliance with RCW 35.99 now deems it appropriate and in the best interest of the City and its inhabitants that the Amendment to Franchise Agreement No. 13-37 be granted to the Grantee.

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

Ordinance No. 6575
Franchise Agreement No. 13-37, Amendment No. 1
January 13, 2016
Page 1 of 7

Section 1. Exhibits A and B of Ordinance No. 6491 are hereby replaced with Exhibits A and B, attached hereto and incorporated herein by this reference, and a new Exhibit B-2 and Exhibit D-1 are added as Exhibits to Ordinance No. 6491, which additional Exhibits are also attached hereto and incorporated herein by this reference.

Section 2. All other provisions of Ordinance No. 6491 shall remain unchanged and in full force and effect.

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

Section 4. 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.

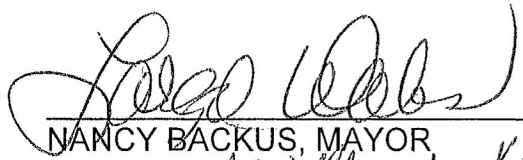
Section 5. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

FIRST READING: JAN -4 2016

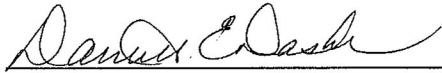
SECOND READING: JAN 19 2016

PASSED: JAN 19 2016

APPROVED: JAN 19 2016


NANCY BACKUS, MAYOR
for Mayor Backus

ATTEST:



Danielle E. Daskam, City Clerk

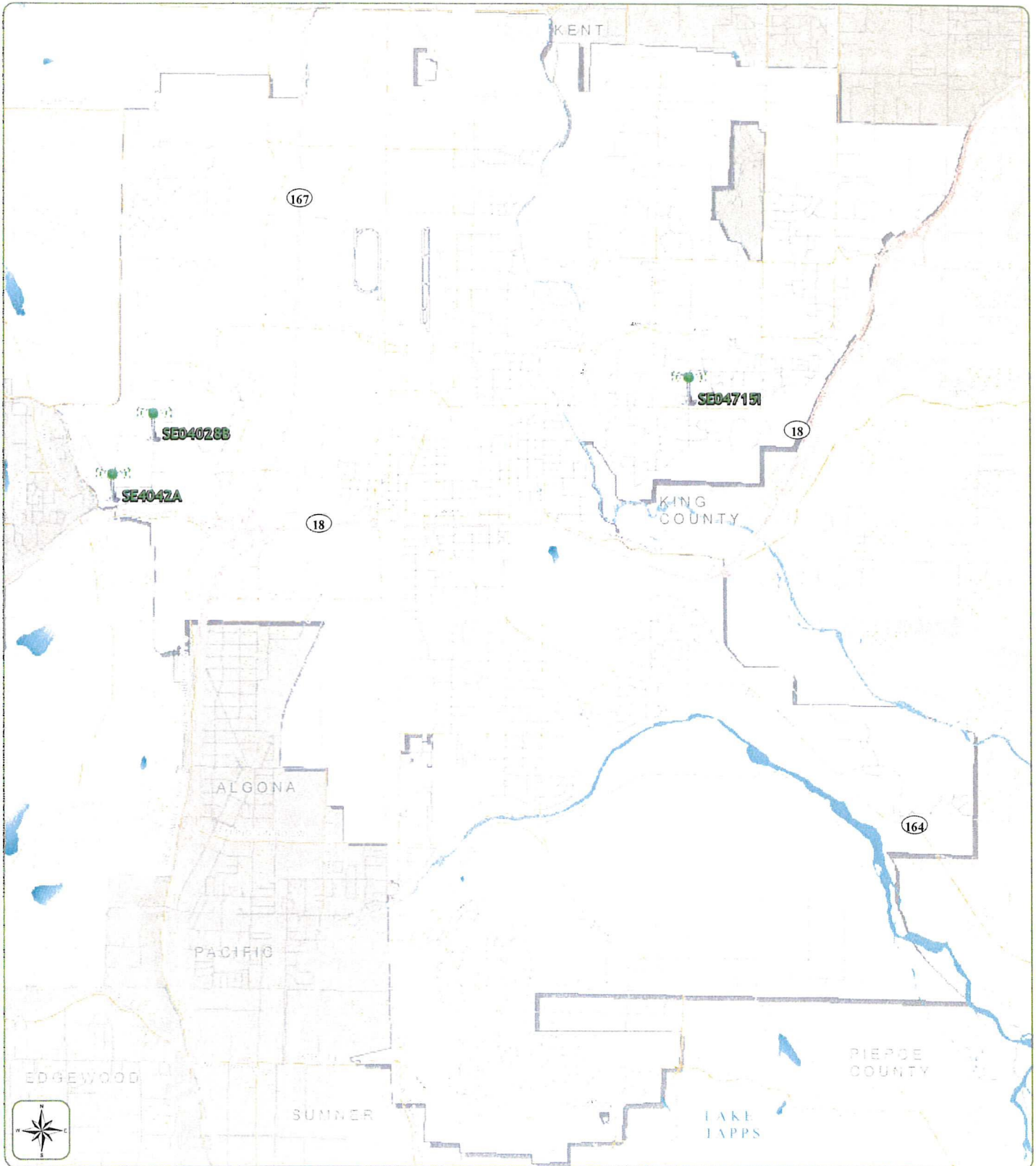
APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: January 25, 2016 in *The Seattle Times*

Exhibit "A" - T-Mobile Franchise Area



T-Mobile Facilities

-  SE040288
-  SE4042A
-  SE047151

Hydrology

-  Streams
-  Lakes and Rivers

Political Boundaries

-  City of Auburn
-  Surrounding Cities
-  King and Pierce Counties

Transportation

-  Arterials
-  Highways
-  Locals

EXHIBIT "B"

GRANTEE FACILITIES

EXISTING T-MOBILE FACILITIES IN CITY OF AUBURN ROW

- Site ID: SE4042A, "Peasley Canyon"
Location: 33043 46th Place South
Auburn, WA 98001
Description: Telecommunications Facility consisting of above ground radio equipment cabinets located in a 12'x17' cedar wood fence enclosure in the Right-of-Way (ROW), with antennas collocated on an existing 88' above-ground wooden utility pole in the ROW with connecting underground conduit.
- Site ID: SE04028B, Mountain View Cemetery/PR
Location: 5605 S 324th Place
Auburn, WA 98001
Description: Telecommunications Facility consisting of antennas located on an existing 75' above-ground round wood utility pole in the Right of Way with connecting underground conduit to the radio equipment cabinets located on adjacent private property.

NEW T-MOBILE FACILITIES IN CITY OF AUBURN ROW

- Site ID: SE04715I, Lea Hill
Location: 11534 SE 318th Place
Auburn, WA 98092
Description: Telecommunications Facility consisting of antennas located on a new utility replacement pole in the Right of Way with connecting underground conduit to ground equipment located on private property.

For Site SE04715I, the Grantee shall submit substantial changes to the City Engineer to ensure the antennas are in substantial conformance with the depiction in Exhibit B-2 and in compliance with the Federal Telecommunications Act of 1996. For the purposes of this franchise, substantial changes shall be considered to be an increase in the height of the antennas by 10% or more, or an increase in the width of the antennas by 25% or more.

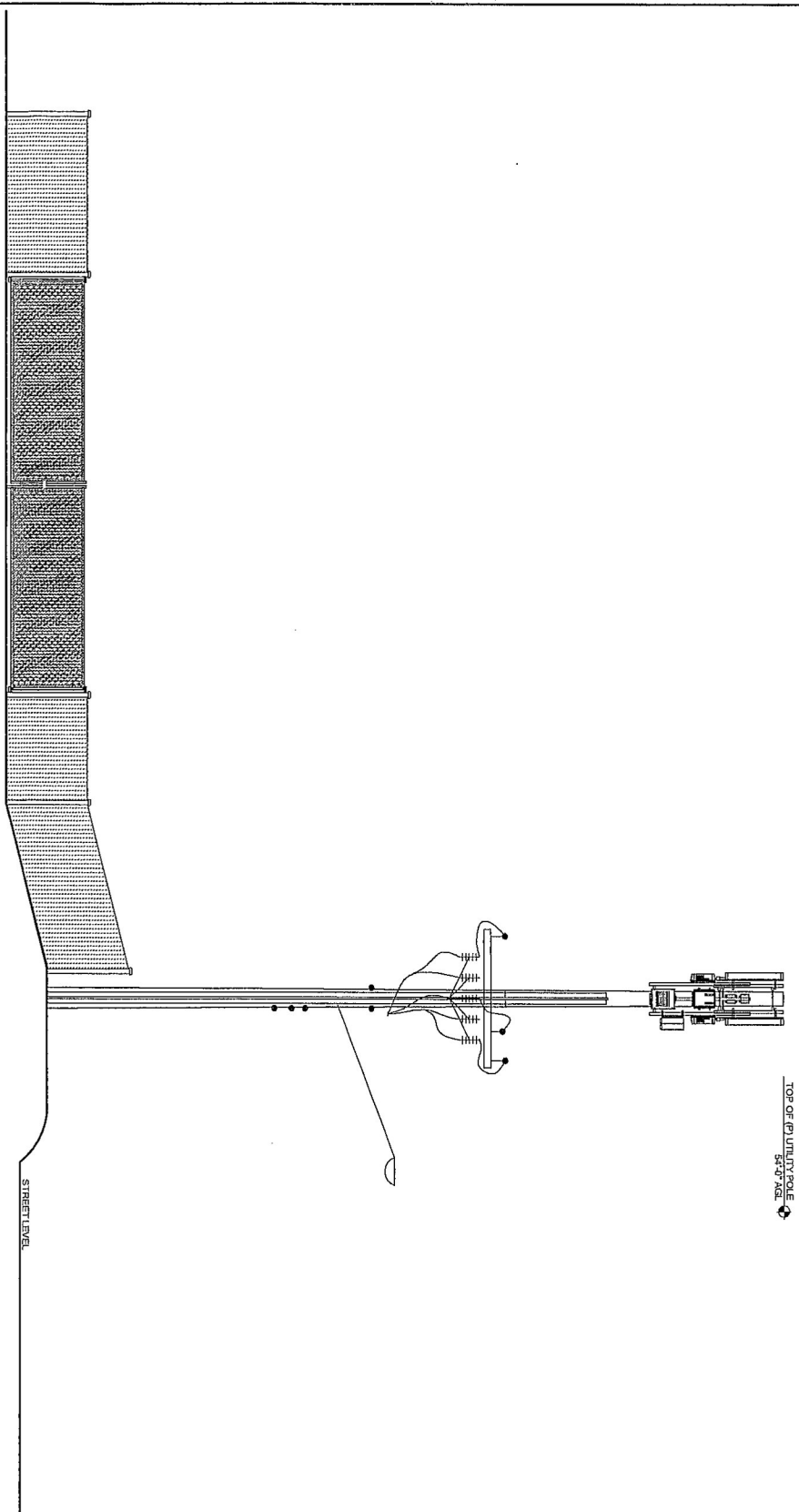


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EXHIBIT "D-1"

STATEMENT OF ACCEPTANCE

T-Mobile West LLC, a Delaware limited liability company, 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.

T-Mobile West LLC,
a Delaware limited liability company

By: [Signature]
Name: PHILIP HANKINS
Title: PNW Area Director, Engineering & Operations

Date: 1/26/16

T-Mobile Legal Approval By:

[Signature]
Name: Kelly Dunham

1/19/16

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this 26 day of January, 2016, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Philip Hankin of T-Mobile West LLC, 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]
Signature

Priscilla Finch
NOTARY PUBLIC in and for the State of
WA, residing at Bothell WA

MY COMMISSION EXPIRES: 1/6/2019

Ordinance No. 6575
Franchise Agreement No. 13-37, Amendment No. 1
January 13, 2016
Page 7 of 7



AUBURN * MORE THAN YOU IMAGINED



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the May, 22, 2017, November 13, 2017, November 27, 2017, December 11, 2017, March 26, 2018 Study Session

Date:

February 13, 2019

Department:

City Council

Attachments:

[05-22-2017 Minutes](#)

[11-13-2017 Minutes](#)

[11-27-2017 Minutes](#)

[12-11-2017 Minutes](#)

[03-26-2018 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

Meeting Date: February 19, 2019

Staff:

Item Number: CA.A



**CITY COUNCIL STUDY SESSION AND
SPECIAL FOCUS AREA
MAY 22, 2017 – 5:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

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

A. Roll Call

Councilmembers present: Deputy Mayor Wales, Bob Baggett, Claude DaCorsi, John Holman, Bill Peloza, and Yolanda Trout-Manuel. Councilmember Rich Wagner arrived at 5:32 p.m.

Mayor Nancy Backus and the following department directors and staff members present included: Innovation and Technology Director Paul Haugan, Police Commander Steve Stocker, Community Development and Public Works Director Kevin Snyder, Assistant City Attorney Doug Ruth, City Engineer Jacob Sweeting, Traffic Engineer James Webb, Assistant Director of Community Development Services Jeff Tate, Project Engineer Ryan Vondrak, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Director of Administration Dana Hinman, Assistant Director of Innovation and Technology Ashley Riggs, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, REPORTS AND PRESENTATIONS

A. NEXUS Presentation on Youth Homelessness (15 Minutes)

Michael Jackson with Nexus Youth and Families spoke about youth homelessness in the Auburn area. He spoke about the need for shelter and providing nutritious food to homeless youth during the day.

Nexus has a 12-bed shelter for homeless children and young adults. He spoke about providing homeless youth hope through education and employment opportunities.

Mr. Jackson spoke briefly about the Indigenous Institute's work on a suicide prevention program in the Native American communities.

Mr. Jackson also spoke briefly about Severson House where youth from the age of 13 to 24 years learn life skills and job skills.

Councilmember Baggett stated the YMCA has transitional housing for young adults coming out of foster care. Mr. Jackson agreed the YMCA program is very similar to services provided by Nexus.

Councilmembers thanked Mr. Jackson for the work he does for the youth of the community.

B. Junior City Council Report on Youth Homelessness (10 Minutes)

Immediately following roll call, the Junior City Council presented their report to the City Council on youth homelessness. Junior City Councilmembers presenting this evening included Sydney Campbell, Jon Kosaka, and Matthew St. George.

Sydney Campbell, chair of the Junior City Council, stated homeless youth face three main issues: basic necessities, knowing how to ask for help, and education.

Junior City Councilmember Jon Kosaka stated some homeless youth lack basic necessities such as food and shelter. This can have a damaging effect on their health and well-being. Often looked down upon by society and are therefore neglected. Being homeless also means lack of access medical services and to proper hygiene such as shower and grooming. Lack of proper hygiene can contribute to lack of opportunity to improve life, such as finding a job.

Junior City Councilmember Matthew St. George spoke about how homeless youth may lack the ability to know how to ask for help. Some of the kids don't live with their parents and may live with a relative or may live on the streets. Some of the kids that need transportation are too shy to ask for help or are too embarrassed about their situation. Some homeless children don't have the paperwork needed to be enrolled in school.

Junior City Council Chair Campbell stated that some of the obstacles homeless youth experience in getting an education is lack of resources to obtain school supplies. If they cannot afford

school supplies, they will be less likely to attend school. Also, homeless youth are unable to participate in sports due to the required fees.

Junior City Councilmembers spoke regarding bullying that homeless youth experience at school.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Deputy Mayor Selection Ad Hoc Committee Report

Councilmember DaCorsi stated the Deputy Mayor Selection Ad Hoc Committee, comprised of himself and Councilmembers Trout-Manuel and Peloza, reviewed several local jurisdictions processes for designating their Deputy Mayor/Council President. The Committee compared the cities of Tukwila, Lacey, Renton, Walla Walla, Federal Way, Puyallup, Burien, SeaTac, and Kent.

Using a PowerPoint, Councilmember DaCorsi and Councilmember Trout-Manuel provided the following information:

Auburn – Mayor/Council form of government

Selects Deputy Mayor annually, nominations by Council, elected by majority vote of Council, and can serve more than one term if elected to do so.

Tukwila – Mayor/Council form of government

Selects Council President annually on a rotation basis by seniority of greatest consecutive years served. Councilmembers may opt out of selection.

Lacey – Council/Manager form of government

Selects Mayor and Deputy Mayor annually, nominations by Council, elected by majority vote.

Renton – Mayor/Council form of government

Selects Council President annually at the second regular Council meeting in November. The Council President is selected from the nominations by Council and upon a majority vote of the Councilmembers present.

Walla Walla – Council/Manager form of government

Walla Walla does not have any written procedures. The Mayor and Mayor Pro Tem are selected at the first regular meeting in January

of even years, nominations by Council, and elected by majority vote.

Federal Way – Mayor/Council form of government

The Deputy Mayor is selected annually by a majority vote.

Puyallup – Council/Manager form of government

The Mayor and Deputy Mayor are selected biennially at the first meeting of the new Council. The Councilmember with the highest number of continuous years on the Council is selected to serve as Mayor, and the Deputy Mayor is selected from nominations by Council and majority vote.

Burien – Council/Manager form of government

The Mayor and Deputy Mayor are elected from the ranks of the Council at the first regular meeting in January. Nominations are made by Council and elected by majority vote.

SeaTac – Council/Manager form of government

The Chairperson/Mayor and Deputy Mayor are selected biennially at the first meeting of the Council by majority vote.

Kent – Mayor/Council form of government

The Council President is elected every two years, nominations by Council and elected by majority vote.

Councilmember Pelosa distributed proposed revisions to section 12.1 of the Council Rules of Procedure in which the title would be changed to “Council President”. The revisions to the Council Rules call for the designation of the Council President on a seniority basis on an annual basis. Seniority would be determined by number of consecutive years served, the number of consecutive years and months served and the number of votes received in the general election. Councilmember Pelosa also reviewed the process when a Councilmember declines the appointment.

Councilmember Pelosa reviewed the Mayor Pro Tem duties and the Council President duties. Mayor Pro Tem Duties: 1) In the event of the absence or incapacitation of the Mayor, the Council President shall become the Mayor Pro Tem and shall perform the duties of the Mayor; 2) The Mayor Pro Tem Shall not have authority to appoint, remove, replace or take other similar action on any director and/or employee of the City; 3) the Mayor Pro Tem shall not have veto authority for actions that may be taken by the

Council; 4) Be aware of City, regional and intergovernmental policies and activities in order to properly execute the role of Mayor.

Council President duties include: 1) The Council President shall serve as the head of the legislative branch of City Government; 2) In cooperation with the Mayor and Special Focus Area groups chairpersons and with assistance from Administration, create and establish agendas for all study sessions; 3) Serve as the chair and presiding officer for all Council study sessions; 4) Preserve the decorum and order at all Council study sessions; 5) Serve as the ex-officio member of Council ad-hoc committees; 6) Serve as the Councilmember overseeing the activities of and providing guidance to the Junior City Council; 7) Assist in new Councilmember training; 8) Serve as the liaison between the City Council and the Mayor and be a conduit between the City Council and the Mayor on issues or concerns of the Council; 9) Facilitate any issue related to Councilmembers conduct and/or actions that may be inappropriate or that may be in violation of the Council Rules of Procedure.

Councilmember Wagner noted ten cities were compared, but only one city selected the Deputy Mayor/Council President on a seniority system. He stated he does not see the value of selecting a Deputy Mayor/Council President on a seniority basis.

Deputy Mayor Wales requested a definition for the absence or incapacitation of the Mayor.

Mayor Backus stated there is a difference between being out of the office on business and being on vacation.

Councilmember Baggett inquired regarding succession should the Mayor be incapacitated for a long term and not able to fulfill the position. Councilmember DaCorsi stated the Deputy Mayor would become the Mayor Pro Tem, until the next general election.

Councilmember Holman noted most of the Council/Mayor forms of government elect their Deputy Mayor/Council President by majority vote rather than by seniority. Councilmember Holman spoke in favor the existing system for selecting Deputy Mayor.

Councilmember Wagner stated seniority is not a good measurement of someone's ability to serve as Deputy Mayor.

Councilmember Pelozo spoke in favor of seniority basis and noted the City of Tukwila process has worked for approximately twenty years.

Councilmember Wagner stated the City of Tukwila is a much smaller city and is not a good comparison.

Councilmember DaCorsi questioned whether existing provisions should include some qualifications as part of the selection process.

Deputy Mayor Wales spoke in favor of the committee's proposal as it avoids competition among the Councilmembers.

Councilmember Baggett stated seniority should not automatically entitle one to the position of Deputy Mayor. He suggested a qualification process.

Councilmember DaCorsi agreed with Councilmember Baggett and spoke about qualifications for Deputy Mayor.

Councilmember Trout-Manuel expressed support for Councilmember Pelozo and the proposed Deputy Mayor selection system.

Councilmember Holman spoke in favor of retaining the existing process.

Deputy Mayor Wales suggested looking at possible qualifications as well as seniority. Deputy Mayor Wales asked the City Attorney to prepare options for Deputy Mayor selection by seniority and have the ad hoc committee pursue possible qualifications.

Councilmember DaCorsi, chair of the ad hoc committee, stated the ad hoc committee would review options for qualifications before it comes back to Council at the June 12th Study Session.

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

At this time, Councilmember Wagner, chair of the Public Works and Community Development Special Focus Area, presided over the following special focus area discussion items.

A. IT Digital Parity Update

Innovation and Technology Director Haugan presented an update on the Council digital parity project.

He asked the Council for guidance on the intended goals for coverage—what percentage of the city coverage is the goal: full city coverage, coverage for all students, or coverage of low-income students based on Auburn School District data. The answers will help determine the project cost projections.

Currently wireless coverage is: five percent of the city in area, six percent of students, eight percent of residents, and 11 percent of low-income students.

Councilmember Pelosa urged Director Haugan to present the costs associated with all the options for WIFI so that Council can make a decision.

Councilmember Wagner stated it appears digital parity will cost \$1.2 million to cover 28 percent of students and \$3 million to provide 80 percent of the students with wireless coverage.

Councilmember Holman stated the goal for achieving digital parity is to give low income students a fair playing field.

Director Haugan reviewed Option 1 for digital parity, which is a five-year plan with funding of \$250,000 per year and focusing on low income in the Auburn School District.

Councilmember Wagner suggested Director Haugan provide costs associated with annual maintenance.

Director Haugan spoke about the Community Connectivity Consortium and its benefits to the City of Auburn.

At 7:18 p.m. the meeting recessed for 10 minutes for a brief intermission. The meeting reconvened at 7:25 p.m.

B. Final Plat Approvals

Assistant Director of Community Development Services Tate presented a proposal to amend the City's final plat approval process.

This year, Senate Bill 5674 was signed into law amending Chapter 58.17 RCW by establishing an option for local government to change final plat approval from a City Council action to an administrative action. Advantages to shifting authority from the City

Council to an administrative action saves the final plat applicant approximately six to eight weeks. This is due to the time it takes to prepare an ordinance, present the final plat at a study session, present the final plat ordinance to Council for adoption, publish the ordinance, and wait the five days after publication for the ordinance to be in effect. The administration action will also save staff time in preparation of the ordinance and agenda items.

Councilmembers indicated interest in pursuing the code change and requested the ordinance appear on the June 12th study session agenda and subsequent Council meeting

C. Capital Project Status Report

Assistant City Engineer Sweeting and Capital Projects Manager Vondrak reviewed the capital projects program.

The Capital Projects Group of Community Development and Public Works is currently managing 34 active capital projects with a total cost of \$62 million. Of these projects, 18 are under construction, 16 are in design, and nine additional projects will enter construction phase this year.

The following projects were reviewed in detail: Project CP1218, the Auburn Way South Corridor Safety Improvements (Muckleshoot Plaza to Dogwood Street); Project C222A, the South 277th Corridor Capacity and Non-motorized Trail Improvements; Project CP1507, Auburn Way North Preservation; Project CP1107, Fulmer Wellfield Improvements; Project CP1415, West Main Street Multi-modal Corridor and ITS Improvements; Project CP1511, M Street SE Improvements (3rd Street SE to East Main); Project CP1522, 30th Street NE Storm Improvements; and Project CP1606, H St SE Extension.

Other projects that will start in 2017 include: Lake Tapps Parkway Preservation, 37th and A Street SE Traffic Signal, 22nd and I Street NE Intersection Improvements, M&O Building Roof Replacement, B Street NW Reconstruction Project, Lea Hill PRV Stations, 2017 Local Street Reconstruction, Auburn Way South - ITS Dynamic Message Sign, and City-wide Sidewalk Repair and Replacement.

Council also discussed Project MS1510, 104th Avenue Building Demolition; Project CP1407, Marchini Meadows; Project CP1416, F Street SE Non-motorized Improvements; Project CP1316, East

Ridge Manor Storm Improvements; Project CP1406, Main Street Signal Upgrades; Project CP1513, 22nd Street NE and I Street NE Intersection Improvements; Project CP1520, B Street NW Reconstruction; and the South Hangar – Row 3 Door Improvements.

D. TIP Update Discussion

Traffic Engineer Webb presented the Council with the first review of the 2018-2023 Transportation Improvement Program. A more detailed review will be presented at the June 12th Council Study Session.

Engineer Webb reviewed the annual TIP update process. He reviewed the two new projects that will be added to the TIP as well as a modification to TIP 14. The new projects include: Auburn Way South (SR164) – Hemlock Street to Poplar Street to extend the five-lane roadway section and A Street Loop – A Street SW to A Street SE, to add a one-way westbound connection with an unsignalized right-turn at A Street SE.

V. OTHER DISCUSSION

Councilmember Pelosa inquired regarding a new overlay on Riverview Drive NE between 14th and 22nd. Assistant Director Gaub stated the new overlay is likely related to levy work by the county and is not Auburn's project.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

Councilmember Pelosa expressed dissatisfaction with the current Special Focus Area schedule. He believes the Special Focus Areas need to meet more often. Councilmember Trout-Manuel concurred.

Councilmember Wagner suggested the Special Focus Area chair and vice chair meet with department directors to go over status of topics for the Special Focus Area portion of study sessions.

Councilmember Trout-Manuel requested the following be placed on the next Human Services Special Focus Area: 1) Grant parameters for 2019-2020; 2) Staff Resources for Regional Domestic Violence Committee.

Councilmember Pelosa requested the following topics on the Municipal Services Special Focus Area: 1) Airport Briefing; 2) District Court Briefing

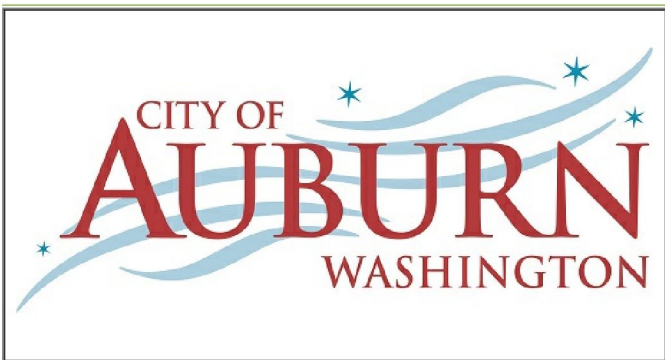
VIII. ADJOURNMENT

There being no further discussion, the meeting adjourned at 9:11 p.m.

APPROVED THIS 3rd DAY OF DECEMBER, 2018.

BILL PELOZA, DEPUTY MAYOR

Shawn Campbell, City Clerk

	City Council Study Session HHS SFA November 13, 2017 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

Councilmember Yolanda Trout-Manuel called the meeting to order at 5:30 p.m. in the Council Chambers of Auburn City Hall located at 25 West Main Street in Auburn.

A. Roll Call

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

Mayor Nancy Backus and the following department directors and staff were present: City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Director of Engineering Services/City Engineer Ingrid Gaub, Traffic Engineer James Webb, Innovation and Technology Director Paul Haugan, Parks, Arts and Recreation Director Daryl Faber, Finance Director Shelley Coleman, Assistant Finance Director Kevin Fuhrer, Director of Administration Dana Hinman, Human Services Manager Joy Scott, and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS REPORTS AND PRESENTATIONS

There was no announcement, report or presentation.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Resolution No. 5317 - Grant Policy Update (10 Minutes) (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, approving the grant management administrative policy

Assistant Finance Director Fuhrer presented Resolution No. 5317. The resolution approves revisions to the City's administrative policies as they relate to grant management.

The City receives federal grant awards which are subject to federal Office of Management and Budget (OMB) uniform guidance. OMB's uniform guidance requires non-federal entities to have certain written policies and

procedures to address the management of grant award funds. Therefore, it is necessary to revise the existing City's administrative policy.

The purpose of the policies and procedures is to ensure that those within the organization who carry out the objectives of the award understand:

- the federal statutes, regulations, and terms and conditions of the award
- how to evaluate and properly monitor compliance
- the steps to take if noncompliance is identified

The revised policy also includes a new section on Code of Conduct.

The resolution will appear before the Council at its next regular meeting for approval.

B. Resolution No. 5326 (30 Minutes) (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an addendum to the agreement with the Auburn Valley Humane Society to provide animal licensing services

Finance Director Coleman presented Resolution No. 5326, approving an addendum to the current contract with the Auburn Valley Humane Society (AVHS) to operate an animal shelter and related services. The original agreement was entered into on January 1, 2012, and runs through December 31, 2019.

The City currently administers animal licensing using a third party vendor. The addendum provides for AVHS to undertake animal licensing through the end of their contract. The annual fee for the new contract provision is \$140,250 plus one time costs for set up. Additional variable costs are \$5.55 per license issued.

Councilmember Baggett questioned the cost to the city compared to the current arrangement. Director Coleman responded that the initial cost is a little more, but over the two to three years of the contract the City will come out ahead.

C. Ordinance No. 6664 - Property Tax Levy (15 Minutes) (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, establishing the levy for regular property taxes by the City of Auburn for collection in 2018 for general city operational purposes in the amount of \$21,548,429.00

Finance Director Coleman presented Ordinance No. 6664, which establishes the property tax levy for collection in 2018 in the amount of \$21,548,429.

The 2018 levy is based on preliminary information from King County, and represents a one percent increase of the prior year or an increase over the 2017 levy of \$209,894 not including new construction and the refund levy. The estimated increase on new construction is \$329,502 and the refund

levy is \$19,654. The levy rate per \$1,000 of assessed value is a little over \$2.04.

D. Budget Amendment #4 (Mid-Biennium Correction) (20 Minutes) (Coleman)
Budget Amendment #4 (Mid-Biennium Correction)

Finance Director Coleman presented Ordinance No. 6666, amending the 2017-2018 Biennial Budget.

Director Coleman explained the ordinance represents the fourth budget amendment for the biennial budget and the first budget amendment for 2018. The budget amendment was previously reviewed by Council at the September 25th study session. Changes since the last review include increased costs associated with the Central Parking Garage and restoration of funding for projects for which REET funding was diverted to street preservation projects.

E. Resolution No. 5319 - 2018 Fee Schedule (15 Minutes) (Heid)

A Resolution of the City Council of the City of Auburn, Washington, amending the City of Auburn Fee Schedule to adjust for 2018 fees

City Attorney Heid presented Resolution No. 5319, setting the 2018 Fee Schedule.

Each year, the City reviews the fees for city services to ensure the fees are consistent with the costs to City. Councilmembers reviewed the proposed fee schedule for 2018 and discussed the various changes and updates.

F. Traffic Impact Fee Update (10 Minutes) (Snyder)

Discuss the recommended update to the transportation impact fee program for 2018

Assistant Director of Engineering Services/City Engineer Gaub and Traffic Engineer James Webb presented the 2018 Transportation Impact Fee Update. Assistant Director Gaub explained the impact fee updates are included in Resolution No. 5319, the 2018 Fee Schedule, previously discussed. This presentation provides more detail on the updates to the traffic impact fees.

City Engineer Webb explained the traffic impact fees are updated annually to be consistent with the projects funding needs identified in the adopted 2018-2023 Transportation Improvement Program (TIP).

The update accounts for changes to the project list, updated funding needs, and the portion of each project's cost, which is attributable to new development. The update also accounts for revised growth forecasts developed as part of the Comprehensive Transportation Plan update. These changes will ensure that the collection of impact fees is consistent with the road capacity projects identified in the TIP.

Traffic Engineer Webb reviewed the added and removed TIP projects, the

increase per trip, and the Downtown Urban Center Zone rate. Traffic Engineer Webb also shared how the City's traffic impact fees compare to other jurisdictions in the state.

G. 2018 VRFA Fee Schedule Update (10 Minutes) (Snyder)

Assistant Director of Community Development Services Jeff Tate introduced Assistant Chief Kevin Olson and Assistant Fire Marshal Larry Upton from the Valley Regional Fire Authority (VRFA). Assistant Director Tate reviewed his memorandum in the agenda packet.

The VRFA is a separate municipal agency and provides fire services to Auburn, Algona, and Pacific. While VRFA is a separate entity, VRFA has a role in reviewing development proposals and conducting inspections during the construction process. Since the VRFA was established in 2007, the VRFA has collected fees for reviewing development plans and conducting construction inspections. In Auburn, the VRFA fees are collected by the City and distributed to the VRFA.

The VRFA fees have remained unchanged since 2008. The VRFA's governing board is considering an update to the VRFA fees to be consistent with current costs.

Kevin Olson, Assistant Chief with VRFA, reviewed the changes to the VRFA fee schedule. He noted the proposed fee schedule is a responsible and accurate calculation that represents the true cost of providing Fire Marshal Office services, fire ambulance transports, and public disclosure request processing. Assistant Chief Olson reviewed a sample project and application of the 2018 fee schedule to the project.

H. Ordinance No. 6659 - SODA Relating to New Gross Misdemeanor Violations Concerning Drug-related Activities (15 Minutes) (Heid)

An Ordinance of the City Council of the City of Auburn, Washington, amending Section 1.24.010 of the Auburn City Code and creating a new Chapter 9.24 of the Auburn City Code relating to new gross misdemeanor violations concerning drug-related activities

City Attorney Heid presented Ordinance No. 6659, the Stay Out of Designated Area (SODA) ordinance.

The ordinance proposes to add a new Chapter 9.24 of the City Code and seeks to identify certain areas within the city as being subject to an anti-drug emphasis. Those portions of the city that are identified as anti-drug emphasis areas could be used as an enforcement tool for people engaging in illegal drug activity in certain areas could be ordered to stay out of those areas, and their failing to do so could constitute a public nuisance and a violation of the law. City Attorney Heid referred to similar ordinances from the cities of Tacoma, Lakewood, Marysville, Everett, Bothell, Shoreline, University Place, and Arlington.

City Attorney Heid explained that if a person were convicted of a crime involving illegal drug activity in a certain area of the city that has been

identified as a drug emphasis area, the court order in the violation would include a provision that restricts the violator from returning to that area. Other than where the violator lives within one of the identified drug enforcement areas, it would be advantageous for the City, the police and neighbors to have people restricted from returning to locations where drug activities were occurring.

The proposed ordinance is a valuable tool for the police, prosecutors and courts to address recurring illegal drug activities in certain areas.

Councilmembers discussed the designated SODA areas.

At 6:55 p.m., Councilmember Trout-Manuel recessed the meeting for five minutes for a brief intermission. The meeting reconvened at 7:00 p.m.

I. Frequency of Special Focus Area Meetings (10 Minutes) (Council)

Councilmember Pelosa stated he brought the subject up a while ago. He stated that rather than holding special focus areas more often, he urged special focus area chairs to bring an item forward at any time under general discussion. Councilmember Holman agreed.

Councilmember DaCorsi added it is important to allow staff to bring forward items of significance during a general discussion session rather than waiting for a special focus area agenda.

IV. HEALTH AND HUMAN SERVICES DISCUSSION ITEMS

A. Presentation from Bookda Gheisar, King County Immigrant and Refugee Policy & Strategy Analyst and Tim Warden-Hertz, Northwest Immigrant Rights Project (60 Minutes)

Bookda Gheisar, King County Immigrant and Refugee Policy and Strategy Analyst, and Tim Warden-Hertz, Directing Attorney with the Northwest Immigration Rights Project, presented information on advancing equity and opportunity for King County immigrants.

From 2000 to 2010 King County gained more than 200,000 new residents, half of which were foreign-born. New residents speak more than 170 languages. Immigrants have lived and worked all over the world and add diversity to the local economy, political climate and social fabric.

According to the 2000 census, South King County underwent a more dramatic shift in racial makeup than any other part of the Puget Sound region in the past 10 years. New data shows that in City of Bellevue, 39 percent of the city's population is foreign born - almost double the amount in King County as a whole, and nearly triple that of Seattle.

In 2009, King County passed Ordinance 16692 providing that individuals will not be arrested or detained based on any warrant seeking the arrest of

an individual based on their immigration status. The ordinance also states that otherwise required by law, any County office, department, employee, agency, or agent shall not deny access to services to any individual or family based on immigration status.

Inclusion efforts in 2015 included:

- Ordinance 17886, an ordinance that severely limits the ability of US Immigration and Customs Enforcement (ICE) from detaining an individual who is in the custody of King County's Department of Adult and Juvenile Detention. The ordinance restricts the Department of Adult and Juvenile Detention from honoring civil immigration detainers except for individuals who have committed one or more violent crimes.
- Welcoming County
- Voting Rights: Expand from Chinese and Vietnamese to include Spanish and Korean
- Executive declares support for Syrian refugees

In October of 2015 Office of Equity and Social Justice and Council brought together a Task Force of 13 members. The task force members partnered with community based organizations, service providers and government entities to host more than 20 community conversations. Over 500 people participated in conversations throughout the County.

This process concluded in July of 2016 with a final report and recommendations from the Task Force to King County.

A major theme from the task force conversations was the desire to be connected, engaged, healthy and successful. Common barriers that immigrant and refugee communities face are: discrimination, language and culture issues, difficulty understanding and navigating systems, insufficient resources, and invisibility of communities.

Community members proposed changes in the following areas: investing in immigrant and refugee communities, integration and civic engagement, increasing government responsiveness, and addressing issues related to immigration status.

In response to the task force recommendation, King County Executive Constantine created a commission that works to enhance the integration of refugees and immigrants culturally, economically, and civically, in order to strengthen the communities where they live.

The commission supported by a single staff member housed within Office of Equity and Social Justice. There is a specific focus on understanding and addressing challenges faced by communities living in suburban cities and unincorporated areas of the County. The Immigrant and Refugee Commission and Office act as a hub gathering all critical players together to achieve greater impact.

Ms. Gheisar stated that in 2017 many of the County's residents are faced

with the real and potential threat of deportation and heightened racial profiling in the name of immigration enforcement. Others experience explicit discrimination or crimes of hate based on national origin and religion.

King County Executive Constantine and members of the King County Council are establishing a one-time \$1 million fund to create a legal defense fund.

King County funds have supported: a legal defense fund to support the naturalization process and fight deportation, develop and distribute "Know Your Rights" material and training throughout the county, and strengthen information and response hubs operated by nonprofit organizations so that everyone in King County knows where to go for resources, alerts, and opportunities.

Mr. Warden-Hertz, Directing Attorney with the Northwest Immigration Rights Project in Tacoma, reported his organization focuses on legal services for persons detained by Immigration Services. The Tacoma office also provides comprehensive immigration legal services for low-income people in Washington State. The Northwest Immigration Rights Project has four offices in Washington State: Seattle, Tacoma, Wenatchee and Granger.

During the first 100 days of this year, agents with ICE's field office in Seattle arrested 1,070 people in Washington, Oregon, and Alaska — a 33 percent increase over the same time period last year. The number of people arrested with no criminal history rose by more than 360 percent.

Immigration reports show there are 446 immigration court cases that are currently open where the non-citizen is from the Auburn/Federal Way area. Twenty-three of those were filed in the past 90 days.

According to Mr. Warden-Hertz, Washington strives to be a welcoming place for immigrants and refugees. Recent changes in federal immigration policies and practices have caused fear and uncertainty in communities. Questions have been raised by local governments and other entities endeavoring to protect immigrants' rights while appropriately responding to federal authorities.

In April 2017 Washington State Office of the Attorney General, Bob Ferguson, released guidance on immigration enforcement.

Under Federal law, 8 U.S.C. sec. 1373 prohibits cities from limiting communication to federal immigration. Executive orders have tried to label jurisdictions and coerce local cities and local enforcement to be involved in federal immigration enforcement. Federal Courts have enjoined any withholding of funds from local jurisdictions as they are likely unconstitutional under the 10th Amendment. Currently, there is no jurisdiction in Washington State that violates 1373.

Mr. Warden-Hertz spoke about statistics for sanctuary versus non-sanctuary cities.

Ms. Gheisar and Mr. Warden-Hertz responded to questions from Council on the benefits of putting the City's practice in ordinance form.

B. Community Development Block Grant Action Plan Update (15 Minutes) (Hinman)

Director of Administration Hinman introduced the City's new Human Services Manager, Joy Scott. Ms. Scott presented the Community Development Block Grant 2018 Annual Action Plan.

Manager Scott briefly reviewed the Community Development Block Grant (CDBG) program. The CDBG Entitlement Program provides annual grants on a formula basis to entitled cities to develop viable urban communities. Projects must: align with HUD's National Objectives, be eligible under Housing and Urban Development's (HUD) guidelines, and benefit low and moderate income persons.

Manager Scott reviewed examples of eligible activities for CDBG funds and reviewed some of the City's CDBG projects, past and present. She spoke about the ongoing housing repair program, employment training programs, healthcare to under and uninsured Auburn residents, small business assistance, Les Gove Bathroom ADA upgrade, Downtown Business Facade improvements, and Shaughnessy Park improvements.

Manager Scott reviewed the CDBG administrative requirements, including a five year Consolidated Plan, eligibility reviews, Annual Action Plans, Consolidated Annual Performance Evaluation Report (CAPER), annual subrecipient monitoring, financial management, and project management.

Manager Scott provided an overview of the 2018 Action Plan. The expected CDBG funding allocation for 2018 is \$428,078. The funding will be allocated among public services, housing repair, and administration.

Following a public comment period and public hearing, the Action Plan will be presented to Council on December 18th for adoption.

V. OTHER DISCUSSION ITEMS

There was no other discussion.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Councilmember Holman recommended removing the item for Legal Rights for Undocumented Residents in light of the presentation tonight from Northwest Immigration Rights Project.

VIII. ADJOURNMENT

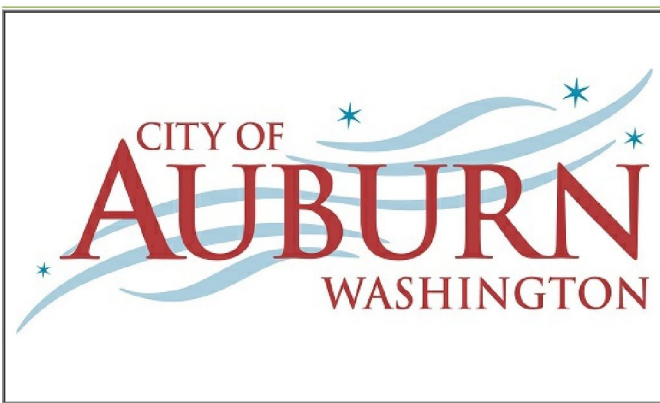
There being no further discussion, the meeting adjourned at 8:22 p.m.

APPROVED this _____ day of _____, 2019.

BILL PELOZA, DEPUTY MAYOR

Shawn Campbell, City Clerk

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

	City Council Study Session Finance - Econ Dev SFA November 27, 2017 - 5:30 PM Council Chambers - City Hall MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

A. Roll Call

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

Mayor Nancy Backus and the following department directors and staff members were present: Finance Director Shelley Coleman, Human Resources and Risk Management Director Rob Roscoe, Community Development and Public Works Director Kevin Snyder, Parks, Arts and Recreation Director Daryl Faber, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Police Commander Mike Hirman, City Attorney Daniel B. Heid, Traffic Engineer James Webb, Planning Services Manager Jeff Dixon, Utilities Engineering Manager Lisa Tobin, Director of Administration Dana Hinman, Innovation and Technology Director Paul Haugan, Assistant Director of Community Development Services Jeff Tate, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

Councilmember Holman announced he is participating in "No-Shave November" to bring awareness to men's health and wellness.

Councilmember Pelozza noted *The Auburn Reporter's* article on retiring Councilmember Rich Wagner.

An additional item regarding Customer Service Dilemmas, was added to the agenda under Item added III.G of the agenda.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Traffic Calming Program Discussion (Snyder) (20 Minutes)

Assistant Director of Engineering Services/City Engineer Gaub and Traffic

Engineer Webb presented information on the Traffic Calming Program, including how traffic calming locations are identified, how staff evaluate potential traffic calming locations, the measures or options that staff consider when traffic calming is appropriate, and a summary of the various traffic calming measures implemented in the last year.

Traffic calming improves safety by reducing speed and changes travel patterns.

The annual budget for traffic calming measures is \$100,000 and is funded with REET2 funds.

Assistant Director Gaub stated the City receives traffic concerns/complaints from a number of sources, including Individual citizens/businesses, neighborhood Homeowner's Associations, and the Auburn Police Department.

The next step is to speak with the individual or group who brought the concern forward, conduct a radar speed study (24 hrs for 7 days), and then evaluate the radar data and the road's characteristics.

Assistant Director Gaub stated the City uses its own guidelines and the National Engineering Standards when evaluating potential traffic calming. The Nationally Accepted Standard is 85th percentile speed. The City's traffic calming thresholds are based on 85th percentile speeds—5 mph over the posted speed limit for local streets and 10 mph over the posted speed limit for arterial and collector streets.

Appropriate next steps can include:

- No action, police enforcement, a neighborhood survey, or installation of traffic calming features, or any combination of these.
- The road's characteristics: classification, layout – potential diversion to a parallel street, roadway alignment and grade, transit route, school bus route, snowplow route, etc.
- Is a neighborhood study needed – if the measure identified has the potential to create noise, inconvenience, or in some other way impact the neighborhood, the neighborhood residents are surveyed to determine what the whole neighborhood wants to do. The process may have started from only one individual's complaint. A majority response from those that do respond and may take several attempts to get sufficient response, at least 50% of the neighborhood being surveyed.

Traffic Engineer Webb discussed the primary traffic calming tools: speed cushions, raised crosswalks, speed feedback signs, road surface changes - high friction surface treatment, traffic islands, and roadway narrowing. Traffic Engineer Webb discussed the pros and cons of each.

Assistant Director Gaub provided a recap of traffic calming measures taken in 2017:

- Conducted 40+ speed studies
- Installed Radar Feedback Signs in three locations
- Installed speed cushions on one local street
- Installed High Friction Surface Treatment in one location on a principal arterial street
- Completed a road diet on one minor arterial street
- Referred 10 areas to Auburn Police for Emphasis on Traffic Enforcement

Councilmember Pelosa recommended a radar speed study on Scenic Drive. Assistant Director Gaub stated radar speed studies have already been conducted, and they have not exceeded the 85th percentile to warrant traffic calming.

Deputy Mayor Wales question whether staff collects post installation data to determine success. Assistant Director Gaub stated it depends on the situation, but provided an example on O Street SE where a post radar speed study revealed a considerable speed reduction.

B. Resolution No. 5330 - Deed Restriction (Snyder) (10 Minutes)

Restrictive Covenant for Mill Creek Restoration Project

Community Development and Public Works Director Snyder presented Resolution No. 5330, authorizing a deed restriction-restrictive covenant for City-owned parcels 1221049037, 1221049038, 1221049039 and 1221049007 as a condition of a Washington State Department of Ecology grant.

In 2014, the City was awarded a \$532,000 Competitive Floodplain Management and Control Grant for the Mill Creek Wetland 5K Ecosystem Restoration Project for the purchase of approximately 21 acres of land comprised of four parcels from William M. Calhoun and Carolyn M. Calhoun. The Washington State Department of Ecology requires the City to execute and record a deed placing a restrictive covenant on the purchased properties. The recorded deed restriction is intended to enable floodplain protection and/or restoration and to prevent future development of the affected parcels of land.

The resolution will appear before Council at its next regular meeting.

C. Ordinance No. 6667 - 2017 Comprehensive Plan Map and Text Amendments (Snyder) (15 Minutes)

Adopting the 2017 Annual Comprehensive Plan map and text amendments

Planning Services Manager Dixon reviewed Ordinance No. 6667 amending the Comprehensive Plan to include 2017 Annual Comprehensive Plan Map and Policy/Text Amendments and four

associated rezones.

At the end of 2015, the City adopted a substantially revised Comprehensive Plan.

Comprehensive Plan amendments can be initiated by the City and by private citizens. This year, the City is initiating nine policy/text amendments and seventeen map amendments. Also, the City received one private-initiated Plan Map amendment.

The City is limited to amending its Comprehensive Plan once a year, except in limited circumstances.

Comprehensive Plan amendments are initially reviewed during a public hearing process before the Planning Commission, who then provides a recommendation to the City Council. The Planning Commission held public hearings on October 18 and November 1, 2017. The Planning Commission recommended approval of all proposed amendments.

Manager Dixon referred to staff report of the agenda packet for a complete description and depiction of the Comprehensive Plan amendments:

- P/T #1 – Auburn School District 2017-2023 Capital Facilities Plan
- P/T #2 – Dieringer School District Capital Facilities Plan 2018-2023
- P/T #3 – Federal Way School District 2018 Capital Facilities Plan
- P/T #4 – Kent School District 2017/2018 – 2022/2023 Capital Facilities Plan
- P/T #5 – City of Auburn 2018-2023 Capital Facilities Plan
- P/T #6 - Remove the discussion of a "Mixed Use" land use designation from the text of the Plan and from the Land Use Map.
- P/T #7 - Add text to add back the R-5, Residential zoning district back in as an implementing zone for the "Single Family" Land Use Designation.
- P/T #8 - Change the title of the land use designation of "Residential Transition" to "Moderate Density Residential".
- P/T #9 - Add the "R-10, Residential" & R-16, Residential" zoning districts back as implementing zones for the "Residential Transition" or if recommended, to the "Moderate Density Residential" Land Use Designation.
- CPM #1 - Remove the "Mixed Use" land use designation remove category from the legend of the Land Use Map.
- CPM #2 - Change the mapped land use designation of a 0.98-acre city-owned park parcel from "Multiple Family Residential" to "Institutional".
- CPM #3 - Change the mapped designation of a group of 4 privately-owned, previously developed parcels from "Downtown Urban Center" to "Light Industrial".
- CPM #4 Change the mapped designation of south part of 2.15-acre, privately-owned, developed parcel from "Residential

Transition" to "Heavy Commercial".

- CPM #5 - Change the mapped land use designation of 3 parcels (2 privately-owned and 1 city-owned) from the "Open Space" to "Downtown Urban Center" land use designation.
- CPM #6 - Change the mapped land use designation (and zoning district) of various city-owned, parks properties from "Open Space" to "Institutional" land use designation.
- CPM #7 - Change the mapped land use designation of 3 Tribal parcels from the "Open Space" to the "Institutional" Land Use designation.
- CPM #8 - Change the mapped land use designation of 2 parcels from "Single Family Residential" to "Light Commercial" and to change the zoning designation from "R5, Residential" to "C1, Light Commercial" to agree.
- CPM #9 - Change the mapped land use designation of 2 privately owned vacant parcels at SE corner of SE 312th ST & 121st PL SE from "Multiple Family Residential" to "Light Commercial".
- CPM #10 - Change the mapped land use designation of a privately owned 0.91-acre parcel near the intersection of 124th AV SE & SE 307th PL from "Multiple Family Residential" to "Single Family Residential".
- CPM #11 - Change the mapped land use designation of a privately-owned, 13.84-acre parcel addressed as 521 - 8TH ST SW. from "Heavy Industrial" to "Light Industrial".
- CPM #12 - Change the mapped land use designation of 7.2-acre private parcel located NW of intersection of Mill Pond DR SE and Kennedy AV SE from "Single Family Residential" to "Multiple Family Residential".
- CPM #13 - Change the mapped land use designation of a group of 10 adjacent parcels located north side of Auburn WY S, east of Academy DR SE from "Single Family Residential" to "Multiple Family Residential".
- CPM #14 - Change the mapped land use designation of 23 parcels located at various locations in downtown from "Institutional" to "Downtown Urban Center".
- CPM #15 - Change the mapped land use designation of numerous parcels within the Lakeland Hills South PUD from "Residential Transition" to "Moderate Density Residential" and "Multiple Family Residential".
- CPM #16 - Change the mapped land use designation of 0.21-acre city-owned stormwater facility on the south side of 35th St SE, from "Institutional" to "Multiple Family Residential".
- CPM #17 - Change the mapped land use designation of an approximately 0.71-acre privately-owned parcel located east of end of B ST SE between 15th and 16th ST SE from "Residential Transition" to "Multiple Family Residential".
- Nexus Youth & Families to change the mapped land use designation of 3 parcels from "Single Family" with a "Residential Transition Overlay" to "Light Commercial" and change the zoning designation from "R-7, Residential" to "C-1, Light Commercial".

The Planning Commission recommends City Council approval of the Comprehensive Plan Amendments P/T #1-9, CPM #1 – 17, and the private map amendment and the related rezone (zoning map amendments) associated with CPM #6, #7, & #8 and associated with the private map amendment.

D. Ordinance No. 6668 - 2018 School Impact Fees (Snyder) (10 Minutes)

Amending Auburn City Code relating to school impact fees

Planning Services Manager Jeff Dixon presented Ordinance No. 6668, amending City Code to adjust school impact fees.

Chapter 19.02 addresses the establishment, calculation, collection and amendment of school impact fees within the school districts that are within the boundaries of the city of Auburn. The four school districts within Auburn are: Auburn, Dieringer, Federal Way, and Kent.

Ordinance No. 6668 will adjust the school impact fees for 2018 based on the Capital Facilities Plans submitted by the school districts.

The Capital Facilities Plans that were approved by each of the school boards contain proposed school impact fees for each of the Districts. The requests for adjustment of the school impact fees are required to be submitted concurrent with the submittal of the Capital Facilities Plans. A separate letter request is only required to be submitted to the City when the fee adjustment is requested to increase.

Per City Code, the City Council is not obligated to accept the fees proposed by the School Districts and may establish fees that the Council determines are more appropriate and consistent with the public's interest in reasonably mitigating school impacts within the affected portion of the city.

Planning Manager Dixon noted the Dieringer School District is requesting increases in both single-family dwellings and multiple family dwellings. The 2018 impact fee for single-family is proposed to be \$3,760 (an increase of \$360) and the impact fee for multiple family dwellings is proposed as \$1,081 (a decrease of \$678). However, in the past the City has adopted fees consistent with those assessed by Pierce County. Pierce County routinely establishes a uniform rate for all districts within their jurisdiction and only makes yearly adjustments based on the Consumer Price Index. Therefore, a lesser school impact of \$3,485 for single family residential and \$1,081 for multiple family residential is recommended.

Planning Manager Dixon noted the Federal Way School District Capital Facilities Plan identifies a significant increase in the single family school impact fee of \$6,842 (a \$3,644 increase) and a multiple family dwelling impact fee of \$20,086 (a \$11,700 increase). Manager Dixon reported the Federal Way School District explained two factors contributed to their

requested changed. The School District stated that for many years no multiple family dwelling developments occurred, so they were using the King County average. Subsequently there were three large multi-family developments that occurred and generated a substantial increase in the student generation rate for the developments.

Councilmembers discussed the regional impact of Federal Way School District's multiple family dwelling school impact fee.

The ordinance will be presented to the City Council on December 4th for action.

E. King County Franchise Fee (Snyder) (10 Minutes)

Utilities Engineering Manager Lisa Tobin presented information on King County's franchise fees. King County passed Ordinance 18403 that requires utility providers with franchise facilities in King County's right-of-way (ROW) to pay an annual fee for use of their ROW. The City of Auburn's water, sewer, and storm utilities each have a few facilities that are in unincorporated King County and within the City's utilities service area.

Manager Tobin illustrated three small areas that affect the City's utilities. The annual fee for the franchise fee is \$2,000 to be shared by the three utilities.

The question before Council is to either pass the fees on to non-City residents who are water and sewer utility customers or pay the fees from the utility operating fund and factor it into the rates for all customers.

Councilmember Holman stated the City Council can annex the areas and avoid the fees from King County. He suggested the City annex the areas. Assistant Director Gaub noted the most southern area is within the Federal Way potential annexation area.

Deputy Mayor Wales suggested Finance Director Coleman provide the estimated cost for the City to be able to bill the customers in the affected areas.

Councilmembers expressed an interest in discussing annexation of the areas and the legality of the fee being assessed by King County.

F. Ordinance No. 6669 - Auburn Poet Laureate (Faber) (10 Minutes)

Amending Auburn City Code relating to the Auburn Poet Laureate

Parks, Arts and Recreation Director Faber presented Ordinance No. 6669, which amends Auburn City Code Section 2.82.02 relating to the Auburn Poet Laureate. The purpose of the amendment is to expand the residency requirement of the Poet Laureate and allow the selection and recruitment of a Poet Laureate to be based on their work, the quality and subject matter, their involvement in the literary community, and how their experiences and sensibilities could relate to Auburn. The residency

requirement is extended to North Pierce County and South King County.

At 6:48 p.m., Deputy Mayor Wales recessed the meeting for a brief intermission. The meeting reconvened at 7:00 p.m.

G. Customer Service Dilemma

Assistant Director of Community Development Services Tate recalled that on August 28, 2017, staff presented Council with an overview of various types of development activities. As part of the presentation, he reviewed typical customer service dilemmas and considerations throughout the development/construction process. City staff have assembled a series of real life customer service dilemmas. The first two customer service dilemmas were discussed on October 9, 2017. Assistant Director Tate stated staff is not necessarily seeking a directive from Council but to initiate a discussion about balancing priorities and competing interests. The following scenarios were discussed:

Scenario 3 dealt with an engineer representing a developer who insists on submitting development plans for a new project although the submittal package is incomplete. Many Councilmembers expressed objection to allow anyone to submit an incomplete development package.

Scenario 4 dealt with a property owner who wishes to convert an older single family residence to an office for an attorney's office. The zoning allows for the conversion but the upgrades and increased parking trigger a requirement that right-of-way improvements must be made. Sidewalks, landscaping, curbs, power lines, and lighting must all be brought up to current code. The City Code does not grant authority to staff to waive the authority. Several Councilmembers commented the Code should be reviewed to potentially allow staff the discretion to deviate from the requirements.

IV. FINANCE AND ECONOMIC DEVELOPMENT DISCUSSION ITEMS

Councilmember Rich Wagner, vice chair of the Finance and Economic Development Special Focus Area, presided over the meeting during discussion of the Special Focus Area items.

A. Third Quarter 2017 Financial Report (Coleman) (30 Minutes)

Finance Director Coleman presented the third quarter 2017 Financial Report.

Through September 2017 General Fund revenue totaled \$47.4 million compared to a budget of \$46.7 million and \$733,000 higher than budget expectations. General Fund expenditures through the third quarter totaled \$47.9 million compared to a year-to-date budget of \$52.5 million, representing an 8.7% favorable variance.

Director Coleman reviewed the following revenues: property tax, sales

and use tax, sales tax on construction, utility tax, cable franchise fee, cable utility tax (new), business licenses, building permits fees, intergovernmental revenue (grants), charges for services, development service fees, culture and recreation, fines and penalties, miscellaneous revenues, real estate excise tax, and pet licensing.

Councilmember Pelosa requested information on the police extra duty contracts.

Councilmember Pelosa questioned the amount of unpaid fines. City Attorney Heid stated the collection of court fines is controlled by King County District Court, which allows payment over a long period of time.

Finance Director Coleman also reviewed the following funds: Fund 102 Capital Project Expenditures, Fund 103 Local Street Fund, Fund 105 Capital Project Expenditures, utility funds, including discussion of water revenue versus water sold, and Cemetery.

B. Ordinance No. 6665 - Budget Amendment No. 3 (Coleman) (15 Minutes)

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6621, the 2017-2018 Biennial Budget, as amended by Ordinance No. 6646 and Ordinance No. 6656, authorizing amendment to the City of Auburn 2017-2018 Budget as set forth in Schedule "A" and Schedule "B"

Finance Director Coleman presented Ordinance No. 6665, amending the 2017-2018 Biennial Budget. The amendment is the third budget amendment for the 2017-2018 biennium and the final amendment for calendar year 2017. All projects/programs are underway and a budget amendment is requested to ensure sufficient budget authority to meet anticipated expenditures by year end.

Director Coleman reported the net impact of the amendment across all funds is \$750,000 with approximately \$500,000 in solid waste for increased roll-off revenue and expenditure to reflect increased quantities. Director Coleman reviewed the summary of proposed budget adjustments.

C. Council Budget Priorities (Coleman) (30 Minutes)

Councilmember Wagner reported he and Councilmember Baggett discussed the agenda item, which is preparatory to the 2019-2020 Budget.

Director Coleman referred to the Council's City-wide goals and priorities. Director Coleman suggested the Council update the goals and priorities to better define them and identify the strategies and activities to achieve them.

Director Coleman stated Mayor Backus would like to schedule a budget workshop to focus on establishing new Council goals, review of the budget document, and long-term planning for operations and capital. Mayor Backus stated the budget workshop will be scheduled for sometime in

February.

V. OTHER DISCUSSION ITEMS

There was no other discussion.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Councilmember Pelosa suggested adding a cemetery update, a Sister Cities update, and a multi-media and website presentation to the matrix.

Councilmember Trout-Manuel suggested adding an update on Court domestic violence filings to the matrix.

Councilmember Holman suggested adding a presentation on the model domestic violence firearms program to the matrix.

Councilmember DaCorsi suggested adding a follow-up on homelessness to the matrix.

VIII. ADJOURNMENT

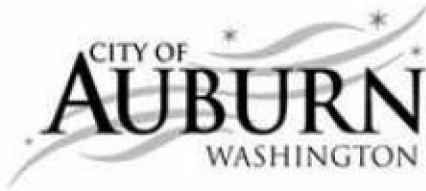
There being no further discussion, the meeting adjourned at 8:40 p.m.

APPROVED this _____ day of _____, 2019.

BILL PELOZA, DEPUTY MAYOR

Shawn Campbell, City Clerk

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



**City Council Study Session PWCD SFA
December 11, 2017 - 5:30 PM
Council Chambers - City Hall
MINUTES**

📺 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

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

A. Roll Call

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

Mayor Nancy Backus and the following department directors and staff members were present: Innovation and Technology Director Paul Haugan, City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Police Commander Mike Hirman, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Parks Planning and Development Manager Jamie Kelly, Traffic Engineer James Webb, Assistant City Engineer Jacob Sweeting, Capital Projects Manager Ryan Vondrak, Street Systems Engineer Jai Carter, Code Enforcement Officer George Winner, and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

Deputy Mayor Wales announced she would like to add discussion of Deputy Mayor transition and whether the Council will hold a study session meeting on December 26th.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

There was no item under general discussion.

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

Councilmember Rich Wagner, chair of the Public Works and Community Development Special Focus Area, presided over the meeting during discussion of the Special Focus Area items.

A. Discussion of Digital Parity Goal (Haugan)(15 Minutes)

Innovation and Technology Director Haugan updated the Council on Council Goas G2: Increase Internet Access to Achieve Digital Parity by

2020.

Director Haugan referred to the recap of work accomplished in 2016-2017 included in the agenda packet, but stated his focus this evening is on Council's goals for coverage. The recap reported major infrastructure to include unconnected parts of the City through partnerships. Project locations for 2018 include: Auburn High School, Cascade High School, Lea Hill Elementary, and Olympic Middle School.

Focusing on coverage goals of Council, Director Haugan referred to a cost estimate sheet included in the Council packet. The target coverage goal has been broadband coverage for low income students. The 80 percent coverage target equates to approximately 54 percent of residents. Budget estimates equates to \$2.7 million for the target audience, and \$6.2 million for 80 percent of all residents. Implementation timeline is anywhere from five to ten years.

Director Haugan asked Council for their consideration of coverage goals and how much of budget the Council wants to allocate to the effort.

In response to a questions from Council, Director Haugan stated approximately 3,000 users access the broadband on a daily basis. Access Auburn is not available for entertainment features. The City partners with Wave Broadband, Zayo, and Verizon to provide broadband services.

Councilmember Holman stated Council's original goal was to benefit low income students and it should be kept that way. He spoke in favor of the goal of 80 percent of low-income students.

Councilmember Pelosa expressed concern about the funding costs while there are funding needs for homelessness, roads and other issues.

Deputy Mayor Wales stated Council needs to address other primary responsibilities of the City before a decision is made on the level of broadband coverage.

Councilmember DaCorsi spoke in favor of focusing on coverage for 80 percent of low income students. Deputy Mayor Wales and Councilmember Trout-Manuel agreed.

Councilmember Pelosa stated he would also like to see an option for 50 percent of target coverage.

Director Haugan stated funding would be considered during the 2019-2020 budget process.

B. Centers Designation Overview (Snyder)(10 Minutes)

Assistant Director of Community Development Services Tate, Assistant

Director of Engineering Services/City Engineer Gaub, and Brian Parry, Senior Policy Analyst with Sound Cities Association presented Council with information regarding the Puget Sound Regional Council (PSRC) centers designation.

The term "centers designation" or "regional centers" has been in place and utilized in regional planning for the last thirty years. The current framework includes two types of centers: regional growth centers and regional manufacturing and industrial centers. Auburn has one PSRC regional growth center in the downtown area. Auburn does not have a regional manufacturing industrial center.

The City uses the center designation in its applications to PSRC for regional and countywide federal grant funds in the Surface Transportation Program and the Congestion Mitigation and Air Quality Program. Having a designated center allows the City to be more competitive in the grant process.

An area designated as a center carries several requirements and objectives related to the type of designation. These include: establishing growth targets, adopting land use policies and regulations that are consistent with growth targets, implementing capital facilities and transportation plans that emphasize public investment in these areas, and evaluating how these areas are performing relative to adopted policies and strategies.

PSRC is currently working through an effort to update the "centers framework" which outlines updated criteria for designation of the various different types of centers and evaluating the performance of a center. The effort is expected to conclude in 2018.

Councilmember Holman reporting the PSRC Growth Management Policy Board has eliminated any tiering options.

C. Capital Project Status Report and 2017 Year End Summary (Snyder)(10 Minutes)

Assistant Director of Engineering Services/City Engineer Gaub, Assistant City Engineer Jacob Sweeting, and Capital Projects Manager Ryan Vondrak presented the capital projects status report and the 2017 year end summary of capital projects.

Assistant Director Gaub reviewed the accomplishments of 2017. In 2017, the City advertised for bid 20 significant construction projects and continued five other capital projects from 2016. The combined projects totaled over \$31 million in capital construction expenditures, including over 30 lane miles of new pavement, 6,500 linear feet of utilities, and four miles of sidewalks.

Councilmembers reviewed the Capital Project Status Report and discussed the following projects: Project CP1502 37th Street SE and A

Street Traffic Signal, Project CP1317 Water Meter and Billing System Improvements, Project CP1701 Auburn Way South Dynamic Message Sign, Project CP1408 South Hangar Row 3 Door Improvements, MS1716 37th Street NE and I Street NE Curb Ramp Improvements, Project CP1705 Auburn Way South Sidewalk Improvements, and CP1513 22nd and I Street NE Intersection Improvements.

D. Resolution 5323, Amendment to the Transit Service Direct Financial Partnership Agreement (Snyder)(5 Minutes)

Assistant Director of Engineering Services/City Engineer Gaub and Traffic Engineer James Webb presented Resolution No. 5323, approving the fourth amendment to the Transit Service Direct Financial Partnership Agreement.

In 2008, the City entered the original agreement to provide additional transit service within the city, and in 2010 implemented the Lakeland Hills-Auburn Sounder Station Shuttle Service (Route 497). The fourth amendment provides increased shuttle service on Route 497 to meet increased weekday trains.

The agreement splits the costs of the Route 497 shuttle service three ways between the City, King County Metro, and Pierce Transit. The additional costs to the City to provide the service is \$29,472 for 2018.

In 2016, the annual ridership of Route 497 was at 67,250 boardings. Through October of 2017, the annual ridership was already at 65,372 boardings.

E. Resolution No. 5335, Interlocal Agreement regarding SCATBd (Snyder)(10 Minutes)

Mayor Backus followed up on Council discussion held on October 23, 2017, regarding the South King County Area Transportation Board (SCATBd) Interlocal Agreement revisions.

The Board is comprised of elected officials representing South King County jurisdictions for the purpose of information sharing, consensus building and coordinating to resolve transportation issues, identifying priorities, making recommendations, and promoting transportation plans and programs that benefit the South King County area. The revised agreement provides two additional jurisdictions with voting rights on Sound Transit issues, while the two additional jurisdictions area outside the Sound Transit area. Concerns have been expressed about jurisdictions outside the Sound Transit area voting on Regional Transit Authority issues, and Mayor Backus indicated a further revised interlocal may be forthcoming.

The current interlocal agreement expires December 31, 2017. The changes to the interlocal agreement provide clarifying language as to the role of SCATBd and various entities' voting rights. The proposed interlocal will run through 2019 with the ability to extend through 2021.

The resolution approving the interlocal agreement will be presented to Council at a future meeting.

F. 118th Avenue SE Roadway (Snyder)(10 Minutes)

Assistant Director of Engineering Services/City Engineer Gaub presented information on 118th Avenue SE Roadway. She recalled that last August, the City received a petition regarding 118th Avenue SE from South 304th Street northward to the end of the existing road. The petition was submitted by 18 of the 34 properties that access 118th Avenue SE and 29 residents of the City of Kent. The petition requests the City consider re-building a portion of the roadway.

The street was originally built by King County. It was a dead end road until 2008 when the Bridges Development was connected under permits by King County and the City of Kent. The street was annexed to the City of Auburn in 2008.

The roadways classifications are as follows: residential collector from SE 304th Street to SE 302nd Street; and local residential from SE 302nd Street to SE 296th Place, however, this section should be re-classified to a residential collector as this is how it operates.

Crash history along 118th since 2008 includes three crashes (2 were single vehicle crashes). None involved pedestrians or bicycles.

Roadway Pavement Conditions are 82 and 95. The street is not a candidate for preservation work.

The City has received complaints of street racing and speeding in the area.

In response to the complaints, the City has installed additional signage, reduced the speed limit to 25 MPH, installed 20 MPH warning speed signage (where appropriate), installed additional pavement markings, added a speed radar sign on southbound lanes, and a speed radar sign on northbound side is in process.

Police enforcement from September 2014 to August 2017 included 84 traffic infractions and 16 criminal traffic citations. The area is a known area for emphasis patrols and speed enforcement.

Assistant Director Gaub discussed the work suggested by the petitioners. The work requested would include the following: reconstruction of approximately 400 feet of roadway, construction of retaining walls, reconstruction of approximately seven private driveways. The project would not include widening, sidewalks, drainage, curb and gutter, and lighting. The estimated cost would be \$842,000. The project would not be eligible for preservation funds or traffic impact fees.

Director Gaub proposed the following next steps: continue Police emphasis patrols and speed enforcement, continue to monitor incidents/speed, and evaluate effectiveness of traffic calming measures.

The meeting recessed at 7:06 p.m. for a seven-minute intermission. The meeting reconvened at 7:13 p.m.

G. Development Regulations Update, Round 2 (Snyder)(15 Minutes)

Assistant Director of Engineering Services/City Engineer Gaub and Assistant Director of Community Development Services Tate presented the Council with information on code updates and development regulations.

Assistant Director Tate explained that Mayor Backus had directed staff to put together potential code amendments intended to eliminate or ease some of the challenges that developers and City staff face when reviewing development proposals and at the same time gain greater efficiency and flexibility without compromising the greater objectives that the code was intending to achieve. On May 8, 2017, staff presented the initial list of potential code changes to City Council. Assistant Director Tate directed the Council's attention to the list of potential code changes contained in the agenda packet.

Assistant Director Tate asked for feedback on the list and process. He stated staff would like to come to Council a couple times a year to update code.

There was discussion regarding the first item of the matrix relating to residential density and the new items on the list starting with construction job shacks, fee assessment and collection, DUC standards, fence height, landscape maintenance bonds, and threshold for SEPA categorical exemptions.

H. Lea Hill Road & 104th Avenue Park - Future Plans (Snyder)(15 Minutes)

Assistant Director of Engineering Services/City Engineer Gaub and Parks Planning and Development Manager Jamie Kelly presented information on future plans for Lea Hill Road and 104th Avenue Park. Assistant Director Gaub spoke about the potential roadway improvements along the Lea Hill Road/8th Street NE corridor, and Manager Kelly reviewed the future plans for the park at 104th Avenue SE.

Manager Kelly, using a PowerPoint slide of the park area reviewed the preliminary plan for the park. The cost estimate for developing the park is \$1.7 million. Potential funding sources include grants from the state under Recreation and Conservation Office for water access and local park construction, and the land water and conservation fund for playgrounds and picnic shelters. Park impact fees would provide the City match for any grants. The park area is 14 acres, and 20 to 30 parking spaces are planned. Access to the park will be via 104th Avenue SE.

Deputy Mayor Wales requested a report from staff regarding park maintenance responsibilities.

Assistant Director Gaub reviewed the Lea Hill Road corridor project. The project will be developed in three segments:

- Segment 1 – R Street NE to 105th PI SE
- Segment 2 - 105th PI SE to 112th Ave SE
- Segment 3 – 112th Ave SE to 124th Ave SE

The roadway will be widened to four lanes with pedestrian and bike facilities. Intersection improvements will be constructed to address capacity and safety. The project will require the closure of 102nd Avenue SE from Lea Hill Road/8th Street NE and an alternative access to 104th Ave SE.

The estimated cost is \$30 million. The City has been purchasing right-of-way properties as they become available.

I. 2018 Arterial and Local Street Selection (Snyder)(10 Minutes)

Assistant Director of Engineering Services/City Engineer Gaub and Street Systems Engineer Jai Carter presented a review of the 2018 arterial and local street preservation projects scheduled for 2018 in the amount of \$7.3 million.

Engineer Carter reviewed the grant funded 2018 reconstruction projects: 277th Street Preservation, 15th Street NW/NE Preservation, and West Valley Highway between SR 18 off ramp and Peasley Canyon Road.

Local street reconstruction projects for 2018 are: South 286th Street, 122nd Avenue South, K Street NE, and 17th Street NE.

Deputy Mayor Wales inquired about the gravel road on 25th Street SE near Cedar Lanes Park. Assistant Director Gaub stated earlier Public Works Committee recommendation was to use reconstruction for paved roads and not construction of new roads such as the gravel road. Construction of the road would require acquisition of properties and installation of all utilities.

Engineer Carter reported the 2018 Citywide Patch and Overlay Project will include all of the non-grant funded arterial preservation streets as well as the local streets that are to receive a thin overlay.

Councilmember DaCorsi suggested Council review new projects in more detail and have Council prioritize the projects.

Councilmember Trout-Manuel suggested an ad hoc committee to review new projects and make a recommendation to staff.

Councilmembers DaCorsi, Trout-Manuel and Baggett volunteered to serve on the ad hoc committee.

J. Planning Commission Recommendation – Amending Title 18 as it Relates to Calculating Residential Densities (Snyder)(20 Minutes)

Assistant Director of Community Development Services Tate presented the Planning Commission's recommendation on amendments to Title 18 related to calculating residential densities.

Assistant Director Tate reported the Planning Commission held a hearing on September 6th and subsequently made a recommendation that the City Council amend various sections of Title 18 as they relate to the methodology used to calculate residential densities when subdividing land. The Planning Commission voted in favor of all but one of staff's recommended code changes.

The first change relates to a shift from utilizing "Net Site Area" methodology to a "Gross Site Area" methodology. The net site area meant that areas of land must be removed from a property before determining the potential number of lots that can be created through a subdivision. A shift to gross site area establishes a simple and predictable formula for calculating density. Density output is based on the raw acreage of the land. Critical area regulations must still be adhered to, roads and sidewalk designed accordingly, minimum lot sizes achieved, minimum lot widths adhered to, setbacks met, coverage limits complied with, and all other development standards addressed.

The next change allows for the administrative decision to waive the requirement to meet minimum density when a lot is encumbered by critical areas, conservation easements, utility easements, or other encumbrances that make it impractical to meet the density requirement.

The recommendation also allows the exemption of short subdivisions (9 lot subdivisions or less) from the requirement to meet minimum density.

The Planning Commission also recommended eliminating the requirement that all subdivisions adhere to a "Minimum Average Lot Area."

Staff made a recommendation to the Planning Commission that they consider reducing the minimum lot size in the R5 zone from 6,000 square feet to 4,500 square feet. The rationale for this modification is to create more flexibility in the design of residential communities and more opportunity to achieve a zoning designation's intended density. Staff indicated that the singular effect of this change would be a potential reduction in the size of a back yard. The Planning Commission did recommend approval of the lot size reduction for the R5 zone.

In response to a question from Councilmembers, Assistant Director Tate

indicated the City is unable to meet most of its growth targets right now. There are a fair number of 5-10 acre properties in the City that can be developed.

Deputy Mayor Wales stated there are many people who do not want to care for a yard or need a large yard.

Councilmembers spoke about adapting to the times and transitioning from a suburban area to a more metropolitan city. Councilmembers indicated a willingness to consider a reduction in lot size in the R5 zone.

K. Dangerous Dogs (Lee)(10 Minutes)

Police Commander Mike Hirman and Code Enforcement Officer (former Animal Control Officer) George Winner reviewed potentially dangerous and dangerous dog regulations and designations.

In 2016, the number of animal service calls were 1,883 and so far in 2017 there are 1,649 calls. In 2016, 186 animal related reports and investigations were conducted, and so far in 2017, 160 reports have been completed.

There are currently 372 dogs that have registered with the City exclusively due to the dog's breed. Of the 372 registrations, 216 are pit bull terriers or a mix of the breed. There are currently 13 dogs that are registered with the City as Designated Potentially Dangerous and 12 Dangerous Dog registrations.

Commander Hirman reported that currently both Animal Control Officer positions are vacant and applicants are being recruited.

The Animal Control Officers do not followup on all potentially dangerous dogs based on breed. Having to followup on 372 registered dogs would be very time consuming. Pro-active measure in the future could be in the form of more community awareness and education as to the dangerous dog ordinance and its requirements.

Councilmember Pelosa stated the City needs a program to followup on dangerous dogs.

V. OTHER DISCUSSION ITEMS

There was no other discussion.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Councilmember Wagner suggested adding the READY Program to the matrix under Health and Human Services.

Councilmember Pelozza stated the items for Sister Cities, Cemetery, and Multimedia will be held on January 8, 2018.

Deputy Mayor Wales suggested cancelling the December 26th study session. There was no objection from Councilmembers.

It was noted that the selection of Deputy Mayor will be conducted at the January 2, 2018 meeting.

VIII. ADJOURNMENT

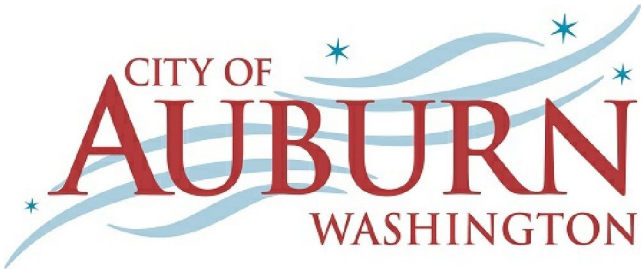
There being no further discussion, the meeting adjourned at 9:28 p.m.

APPROVED this _____ day of January, 2019.

BILL PELOZA, DEPUTY MAYOR

Shawn Campbell, City Clerk

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	City Council Study Session HHS SFA March 26, 2018 - 5:30 PM Council Chambers - City Hall MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

A. Roll Call

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

Mayor Nancy Backus and the following department directors and staff members were present: Director of Human Resources and Risk Management Rob Roscoe, Assistant Police Chief Mark Callier, Director of Finance Shelley Coleman, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Randy Bailey, Engineering Manager Lisa Tobin, Community Healthcare Consultant Pat Bailey, City Attorney Daniel Heid, Real Property Analyst Josh Arndt, Economic Development Manager Doug Lien, Director of Parks & Recreation Daryl Faber, Director of Administration Dana Hinman Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS REPORTS AND PRESENTATIONS

There was no announcement, report or presentation.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Private Service Line Warranty Program (30 Minutes) (Gaub)

Manager Tobin and Dennis Lyon with the National League of Cities Service presented Council with an update on the Private Service Line Warranty Program. Manager Tobin explained the responsibility of the City and homeowner when service lines need repaired, cost of typical sewer and water repairs and recapped Council's concerns using the City logo, potential increase in claims against the City and reluctance sharing customer contact information.

Mr. Lyon covered the program benefits; helps address aging infrastructure, no cost for the municipality to participate, free public awareness campaign, educates homeowners about their lateral line

responsibilities and all repairs performed to code by local licensed contractors. Mr. Lyon also discussed what the coverage includes, their marketing approach, other municipal partners and the program successes.

Council discussed how the contractors are vetted, Mayor Baker of the City of Kenmore endorses the program and believe that this program would be a great benefit to the residents and should be brought forward for consideration.

B. Ordinance No. 6680 - Budget Amendment No. 5 (15 Minutes) (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6621, the 2017-2018 Biennial Budget Ordinance, as amended by Ordinance No. 6646, Ordinance No. 6656, Ordinance No. 6665, and Ordinance No. 6666, authorizing amendment to the City of Auburn 2017-2018 Budget as set forth in Schedule "A" and Schedule "B"

Director Coleman presented Council Budget Amendment No. 5 to the 2017-2018 biennium budget. The amendment will carry forward capital projects and other contract budgets that were not completed in 2017 and to establish budget spending authority for new programs and other changes in 2018.

Council discussed the increased revenues for the Parks Department, the increased budget for the central parking garage, the proposal for a new vehicle for Animal Control and early replacement of a sewer truck.

C. Economic Development Update (20 Minutes) (Hinman)

This item was moved to after the Health and Human services section of the agenda.

Senior Partner Jeff Marchell and Senior Consultant Caroline Alexander with TIP Strategies and Matt Anderson with Heartland presented Council with an update on the Ten-Year Economic Development Strategic Plan. Mr. Marchell reviewed the national trends with the U.S. unemployment rate, retail and online retail sales, construction rate and priorities for 2018. Ms. Alexander reviewed trends in Auburn for jobs, unemployment, retail trade, manufacturing, construction, expected industry growth and commuters. Mr. Anderson discussed the market assessment, industrial rental rate, vacancy trends, market capacity, industrial and office development opportunity areas, recruitment focus and efforts, organization structure and budget, and implementation progress.

Councilmember Wales suggested the City look at additional annexation areas.

IV. HEALTH AND HUMAN SERVICES DISCUSSION ITEMS

A. Healthy Auburn Update (15 Minutes) (Hinman)

Consultant Bailey and Director Hinman provided Council with the Blue

Ribbon Committee 2017-2018 annual update and reviewed the strategy matrix, accomplishments and goals related to behavioral and mental health issues including; 100% of Auburn Pharmacies stock Narcan/Naloxone, presented R.E.A. D.Y. Program (Real Emergency Aid Depends on You) to 500 people in Auburn, sent 35 powerpoint presentations to other organizations, posted the R.E.A.D.Y. Program on Facebook and YouTube and translated the program into Spanish, created Healthier by the Minute videos, an annual vaccination program, breast feeding campaign and other programs related to healthy weight, child health, prevention and treatment of chronic disease, and programs for special populations including; aging and veterans.

Council discussed watching the R.E.A.D.Y. Program DVD, having a mental health and veterans care center in Auburn, requested a report on how many people need housing and mental health assistance, and having Narcan available in schools.

Councilmember Trout-Manuel called for a recess at 7:25 p.m. and the meeting reconvened at 7:30 p.m.

B. CDBG 2017 Consolidated Annual Performance Evaluation Report (CAPER) (10 Minutes) (Hinman)

Director Hinman and Manager Scott presented Council with the year end Community Development Block Grant (CDBG) report, reviewed the 2017 Consolidated Annual Performance and Evaluation Report (CAPER), and discussed HUD's reporting requirements to receive CDBG funds and future goals to preserve and provide affordable housing, economic development and public services.

Councilmember Brown asked if the CDBG funds will continue to be funded with the Federal budget and was advised by Manager Scott that it will be the same as previous years.

V. OTHER DISCUSSION ITEMS

Councilmember Trout-Manuel advised Council that Judge Tucker would like to come do a presentation on May 14, 2018 on King County District Court fees.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Council discussed the Matrix, no changes were made.

VIII. ADJOURNMENT

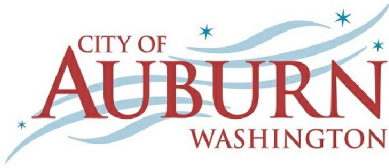
There being no further discussion, the meeting adjourned at 8:55 p.m.

APPROVED this 4th day of February, 2019.

BILL PELOZA, DEPUTY MAYOR

Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the February 17, 2017 Special City Council Meeting

Date:

February 13, 2019

Department:

City Council

Attachments:

[02-17-2017 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

Meeting Date: February 19, 2019

Staff:

Item Number: CA.B



Special City Council Meeting
February 17, 2017 - 2:00 PM
Council Chambers
MINUTES

I. CALL TO ORDER

Mayor Nancy Backus called the special meeting to order at 2:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main

ROLL CALL

City Councilmembers present: Deputy Mayor Largo Wales, Bob Baggett, Claude DaCorsi, John Holman, and Rich Wagner. Councilmember Bill Peloza arrived at 2:40 p.m. Councilmember Yolanda Trout-Manuel was excused.

II. DISCUSSION ITEMS

A. Economic Development Strategic Plan

1. Strategic Plan Summary
2. Workshop Format
3. 2017 Retail Activity and Update
4. Review of Goals
5. Prioritize Strategies and Budget Alignment

Economic Development Manager Lein introduced Jeff Marcell from TIP Strategies and Aaron Farmer from The Retail Coach.

Mr. Marcell explained the priorities for the first two years include formalizing departmental involvement in strategies, hiring consultants or position partner organizations for tasks and hiring additional staff. Each area will have four focus areas; delivery, product, place and messaging. Each focus area has multiple strategies to help implement it and each strategy has multiple tasks. Not all tasks will take the same time or resources, a portion of some tasks are being completed currently by staff while others are not. If the City chooses to allocate no addition resources or staffing the Ten Year Economic Development Strategic Plan will only be partially achievable.

Mr. Marcell stated Retail Coach suggests the City have a retail focus area that includes Auburn Way South, Auburn Way North, Robertson Group property, Lakeland Hills, the downtown area and the Outlet Collection area. The City will need to identify retailers and shoppers for each focus area. Retail Coach has identified a retail gap that identifies sales leakage (when auburn residents purchase

products and services outside the city). The City can use this information to work with developers to recruit the needed businesses.

Councilmember DaCorsi asked if there is a plan to tie the retail focus areas together or keep them separate. Mr. Farmer stated since the City of Auburn has to provide consumers something that appeals to them in order to bring the people to the areas, they recommend looking for ways to tie the retail focus areas together.

Mr. Farmer reviewed the primary retail trade area and the secondary trade area. Councilmember Wagner stated he believes the City should use a larger area to attract more businesses.

Mr. Farmer stated the City will need to use the data regarding the median age of the residents to find businesses to serve those demographics. Currently residents are spending \$1.5 billion outside the City. He stated as a municipality the City will have to recruit the businesses. The Retail Coach is focusing on developer recruitment and retailer development.

Councilmember Wagner stated he does not want to ignore the internet sales. Mr. Farmer explained only about 10% of all retail sales are online the remaining 90% of sales are at brick and mortar locations.

Mr. Marcell reviewed to componets of the Strategic Plan. He started with the Strategic Opportunity areas; delivery, product, place and messaging. The performance indicators include the tax base, market and employment.

Councilmember DaCorsi asked about a city slogan. Mr. Marcell explained a slogan does not have a great return on investment.

Deputy Mayor Wales stated the slogan "More Then You Imagined" works well for the parks department. If the City is going to have a slogan, then there may need to be more than one.

Manager Lein explained that the department directors met and focused on the four areas of the plan and broke each area down into tasks. The four focus areas are delivery, product, place and messaging. He explained that each focus area has multiple strategies and each strategy has multiple tasks. Not all tasks will take the same amount of time or resources. Some tasks can be accomplished with existing staff and some will take additional employees. If the City does not hire the additional staff the Ten Year Economic Development Strategic Plan is only partially achievable as adopted.

Mr. Marcell shared the approach for implementation support for the first two years. Including formalizing departmental involvement in strategies, hiring consultants or partners for tasks the City should not do on its own and hiring additional staff.

Mr. Marcell explained the opportunity areas designated within the plan; Delivery - a comprehensive service delivery system that actively identifies and advances economic development opportunities in Auburn; Product - an inventory of sites, a business climate and a physical environment that foster business growth and ensure a resilient employment base; Place - attractive gateways, impression corridors and destinations that define the character of Auburn and Messaging - a coordinated marketing and branding campaign that elevates Auburn's reputation among internal and external audiences. They discussed the recommended approach for each opportunity area and the requirements for implementation.

Mayor Backus stated she has asked staff to bring forward the funds required for the additional staff for Council's consideration.

Councilmember Wagner stated he believes it would help to have a person whose job is to provide customer advocacy.

Deputy Mayor Wales stated she thought a portion of the business development position should be dedicated to help business owners work with the City.

Councilmember DaCorsi asked how the City of Auburn generates business tourism. Mr. Marcell explained his company will go out and introduce the business community to Auburn.

Mr. Marcell explained the next steps for his office will be to provide the TIP Workshop Outcome report including budget recommendations, department evaluations and implementation contractors and partners, an ongoing plan for implementation and action refinement plan and a year-end check in and performance matrix update and adjustments.

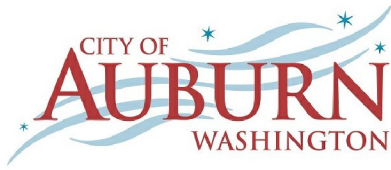
III. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 3:46 p.m.

APPROVED THE _____ DAY OF SEPTEMBER,
2017.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 22, 2019 Regular Council Meeting

Department:

Administration

Attachments:

[01-22-2019 Minutes](#)

Date:

February 13, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

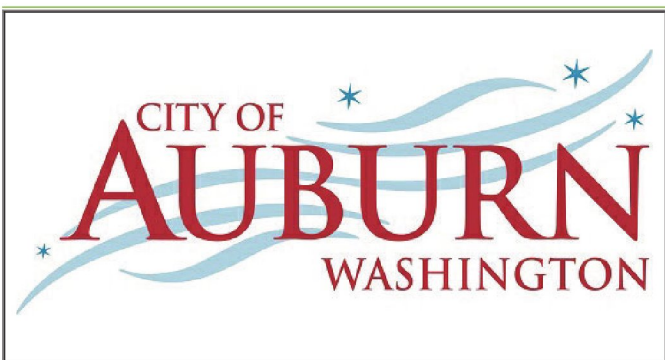
Revised Budget: \$0

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

Meeting Date: February 19, 2019

Staff:

Item Number: CA.C

	City Council Meeting January 22, 2019 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

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

Department directors and staff members present included: Assistant City Attorney Kendra Comeau, Director of Finance Shelley Coleman, Police Chief Bill Pierson, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Director of Parks, Art and Recreation Daryl Faber and City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, proclamations or presentations.

III. APPOINTMENTS

A. Auburn Tourism Board

City Council to confirm the appointments to the Auburn Tourism Board for new three-year terms to expire December 31, 2021:

- Kacie Bray
- Edgar Vidal

Deputy Mayor Pelozza moved and Councilmember Trout seconded to approve the appointment to the Auburn Tourism Board.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Junior City Council

City Council to confirm the following appointments to the Junior City Council for new two-year terms to expire August 31, 2020:

- Addyson Jones
- Waylon Menzia

Deputy Mayor Peloza moved and Councilmember Holman seconded to approve the appointments to the Auburn Junior City Council.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Board and Commission Reappointments

City Council to confirm the reappointments of the following boards and commission members for new three-year terms expiring December 31, 2021:

Auburn Lodging Tax Advisory Committee

Andy Cho

Business Improvement Area Committee of Ratepayers

Kelly Gordon

Darren Jones

Ronnie Roberts

Cemetery Board

Arnie Galli

Human Services Committee

Dana Riel

JoAnne Walters

Junior City Council

Brandon Berend

Diego Izquierdo

Parks and Recreation Board

Wayne Osborne

Planning Commission

Roger Lee

Dimitri Moutzouris

Phillip Stephens

Transportation Advisory Board

Jeanette Miller

Ronald Riley

White River Valley Historical Society

Gordy Nishimoto

Deputy Mayor Peloza moved and Councilmember Holman seconded to approve the Board and Commission reappointments.

MOTION CARRIED UNANIMOUSLY. 6-0

IV. AGENDA MODIFICATIONS

There was no modification to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

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

B. Audience Participation

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

Waylan Menzia, 719 R St SE, Auburn

Mr. Menzia thanked Council for his appointment to the Junior City Council.

Bob Zimmerman, 33029 46th Place S, Auburn

Mr. Zimmerman spoke about the City's definition of a safe building.

Jose Laris, 3710 A Street SE, Auburn

Mr. Laris stated he is being overcharged for his water. He expressed his concern with the group tenant water billing charges from the mobile home park.

Mayor Backus stated the City could try to schedule a meeting with a representative from the City, a representative from the residents and the owners of the park to try to help find a resolution.

Carlos Ramia, 3710 A Street SE, Auburn

Mr. Ramierz spoke about his water bill at the mobile home park, the lack of communication and poor treatment from the owner of the mobile home park.

Maria Carvajai, 3710 A Street SE, Auburn

Ms. Carvajai spoke about her concerns regarding her water bill, and the renewal of her lease, and the communication with the management of the mobile home park.

Sherry Richwine, 4508 A Street SE, Auburn

Ms. Richwine stated the owner of her mobile home park refuses to do repairs and the City is going to condemn the trailers and she will be homeless.

Director Tate explained this mobile home park is in two jurisdictions, the City of Pacific and the City of Auburn. The City of Pacific is the jurisdiction that is in the process of condemning the mobile homes.

Sochi Makovich, 5054 38th Ave NE, Seattle

Ms. Makovich works for Washington Can. She explained she had been working with the tenants of the mobile home park. She suggested the City require more transparency from property owners.

C. Correspondence

There was no correspondence for Council to review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember DaCorsi, chair of the Finance ad hoc committee, reported he and Councilmember Wales have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

Deputy Mayor Peloza, chair of the Council Seating ad hoc committee, reported he and Councilmembers Brown and Baggett recommend the seating chart provided under unfinished business.

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 August 28, 2017, September 11, 2017, September 25, 2017, October 9, 2017, October 23, 2017, January 22, 2018, January 29, 2018, December 10, 2018 and January 14, 2019 Study Session

B. Minutes of the December 17, 2018 Regular Council Meeting

C. Claims Vouchers (Coleman)

2018 Vouchers:

Claim voucher numbers 451949 and 451952 through 452146 in the amount of \$1,198,049.25 and two wire transfers in the amount of \$152,475.69 and dated January 7, 2019.

Claim voucher numbers 452171 and Voucher 452173 through 452337 in the amount of \$3,346,621.94 and one wire transfer in the amount of \$572,798.73 and dated January 22, 2019.

2019 Vouchers:

Claim voucher numbers 451950 through Voucher 451951 and Voucher #452147 through voucher number 452170, in the amount of \$1,650,367.41 and one wire transfer in the amount of \$574,380.46 dated January 7, 2019.

Claim voucher numbers 452172 and 452338 through 452444, in the amount of \$670,045.72 and one wire transfer in the amount of \$15,823.08 and dated January 22, 2019.

D. Payroll Vouchers (Coleman)

2018 Payroll Vouchers:

Payroll check numbers 538278 through 538293 in the amount of \$563,500.93, electronic deposit transmissions in the amount of \$1,881,807.97 for a grand total of \$2,445,308.90 for the period covering December 13, 2018 to January 2, 2019.

2019 Vouchers:

Payroll check numbers 538294 through 538330 in the amount of \$254,165.76, electronic deposit transmissions in the amount of \$1,963,800.99 for a grand total of \$2,217,966.75 for the period covering January 3, 2019 to January 16, 2019.

Councilmember Brown moved and Councilmember Trout-Manuel seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

VIII. UNFINISHED BUSINESS

A. Seating Assignments for City Council Meetings

Approval of 2019 Seating Chart for Council Regular Meetings

Deputy Mayor Peloza moved and Councilmember DaCorsi seconded to adopt the seating arraignment.

MOTION CARRIED UNANIMOUSLY. 6-0

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6710 (Gross)

An Ordinance of the City Council of the City of Auburn, Washington, relating to criminal offenses, adopting the crime of identity theft, and amending Chapter 9.62 of the Auburn City Code

Councilmember Holman moved and Deputy Mayor Peloza seconded to adopt Ordinance No. 6710.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. RESOLUTIONS

A. Resolution No. 5395 (Tate)

A Resolution of the City Council of the City of Auburn, Washington, endorsing use of the 2019 Valley Regional Fire Authority Fee Schedule as adopted by the VRFA Board of Governance

Councilmember DaCorsi moved and Councilmember Brown seconded to adopt Resolution No. 5395.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5401 (Gaub)

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

Councilmember DaCorsi moved and Councilmember Holman seconded to adopt Resolution No. 5401.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5404

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a collective bargaining agreement between the City of Auburn and the Auburn Police Management Association for 2019-2021

Councilmember Brown moved and Councilmember Holman seconded to adopt Resolution No. 5405.

MOTION CARRIED UNANIMOUSLY. 6-0

D. Resolution No. 5405

A Resolution of the City Council of the City of Auburn Washington, authorizing the Mayor to execute a collective bargaining agreement between the City of Auburn and International Association of Machinists and Aerospace Workers, Local 160 for 2019-2021

Councilmember Homan moved and Councilmember DaCorsi seconded to approve Resolution No. 6405.

Councilmember Brown recused himself from the vote.

MOTION CARRIED UNANIMOUSLY. 5-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Peloza reported he attended the King County Regional Policy Committee Meeting.

Councilmember Holman reflected on Dr. Martin Luther King's legacy.

Councilmember Trout-Manuel reported she attended a workshop for the King County Domestic Violence Initiative Committee.

Councilmember DaCorsi reported he attended the King County Regional Transit Committee Meeting.

Councilmember Baggett reported he attended the Marshallese Cultural event, Tacoma Pierce County Board of Health Meeting, Wellfound Mental Health Hospital ribbon cutting.

B. From the Mayor

Mayor Backus reported she testified before the Ways and Means Committee on Streamlined Sales Tax, she attended the Sound Cities Association Board meeting, the Allenmore Wellfound Hospital opening, the Microsoft announcement from Cross Roads Youth Theater regarding affordable housing and the Miss Auburn Scholarship program.

XIII. CLOSED SESSION

Mayor Backus recessed to a closed session at 8:12 p.m. pursuant to RCW 42.30.140(4) relating to collective bargaining agreements. Assistant City Attorney Comeau, Chief Pierson, Director Martinson, and Manager Barber attended the session.

Mayor Backus reconvened the meeting at 8:45 p.m.

Mayor Backus added Resolution No. 5404 and Resolution No. 5405 to the Agenda.

XIV. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:50 p.m.

Approved this 4th day of February, 2019.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Coleman)

Date:

February 13, 2019

Department:

City Council

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers

Background Summary:

Claim vouchers 452445 through 452586 in the amount of \$2,234,272.01 and six wire transfers in the amount of \$779,667.05 dated February 4, 2019.

Claim vouchers 452587 through voucher #452702 in the amount of \$3,133,958.89 and two wire transfers in the amount of \$433,706.58 and dated February 19, 2019.

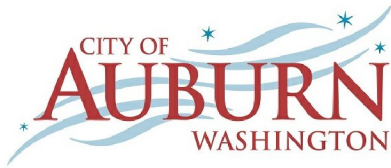
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: February 19, 2019

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers (Coleman)

Date:
February 13, 2019

Department:
City Council

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Payroll Vouchers

Background Summary:

Payroll check numbers 538331 through 538343 in the amount of \$572,118.02, electronic deposit transmissions in the amount of \$1,953,044.89 for a grand total of \$2,525,162.91 for the period covering January 17, 2019 to January 30, 2019.

Payroll check numbers 538344 through 538358 in the amount of \$235,471.39, electronic deposit transmissions in the amount of \$1,999,539.64 for a grand total of \$2,235,011.03 for the period covering January 1, 2019 to February 13, 2019.

Reviewed by Council Committees:

Councilmember:

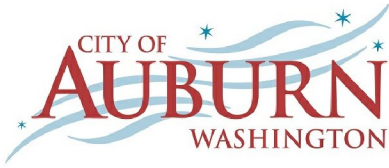
Staff:

Coleman

Meeting Date: February 19, 2019

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Confirm and Ratify Scheduling of the Public Hearing on the
Renewal of a Franchise Agreement with T-Mobile West LLC
(Gaub)

Date:

February 13, 2019

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

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

Administrative Recommendation:**Background Summary:**

Per Chapter 20.06 of the Auburn City Code a public hearing shall be held to consider the renewal of Franchise Agreement No. 13-37 for T-Mobile West, LLC to continue to operate at specific locations within the City's rights-of-way a wireless telecommunications system. Because of the meeting canceled for weather conditions, there was not enough time to get prior approval to set the public hearing. The date of the public hearing was set by the City Clerk, and notice was properly published. The City Council is asked to ratify the scheduled hearing.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: February 19, 2019

Staff:

Item Number: CA.F



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1815 (Gaub)

Date:

February 12, 2019

Department:

Public Works

Attachments:

[Bid Tabulation Summary](#)

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council award Contract No. 19-03, to Transportation Systems Inc. on their low bid of \$448,147.60 plus Washington State sales tax of \$3,036.40 for a total contract price of \$451,184.00 for Project No. CP1815, 2018 Citywide ADA and Sidewalk Improvements Project.

Background Summary:

This project will build and upgrade the pedestrian network at various locations throughout Auburn. Project improvements are targeted to increase accessibility by removing barriers to access, completing gaps in the pedestrian network, and fixing areas where citizens have made requests for accessibility corrections. The project will repair damaged sidewalks, install new curb ramps, rebuild existing curb ramps to meet ADA requirements, and build new sidewalk segments to fill in gaps in the pedestrian network.

This project was bid with a Base Bid and one Additive Bid as follows:

Base Bid

The following sites were included in the base bid:

- Site #2, Intersection of 10th Street NE and "D" Street NE
- Site #3, North Division Street (South of 2nd Street NW)
- Site #4, Intersection of 9th Street SE and "H" Street SE
- Site #5, Intersection of "R" Street SE and Howard Road E
- Site #6, "K" Street SE (South of 21st Street SE)
- Site #7, Intersection of Alpine Street SE and 27th Street SE
- Site #8, 29th Street SE (South of "L" Street SE)
- Site #9, "M" Street SE (Between 33rd Street SE and 37th Street SE)

Additive Bid

Site #1, 28th St NE (West of "I" Street NE) was included as an Additive Bid.

The City received 5 responsive bids and the low bid was approximately 2% below the

engineer's estimate. Staff has performed reference checks and other verifications to determine that Transportation Systems Inc. meets the responsible bidding criteria and recommends award of the project (Base Bid plus the Additive Bid) to the low bid contractor.

Construction is anticipated to begin in March 2019 and be completed in June 2019.

Reviewed by Council Committees:

Councilmember:

Staff:

Gaub

Meeting Date: February 19, 2019

Item Number:

CA.G

Bid Tabulation - Bid Totals Summary

Project: CP1815, 2018 Citywide ADA and Sidewalk Improvements , 19-03
 Prepared By: City of Auburn
 Bid Date: Feb. 7, 2019

	W/O Tax	Inc. Tax
ENGINEER'S ESTIMATE:	\$457,172.50	\$460,267.20
AVERAGE BID AMOUNT:	\$566,819.94	\$570,671.20

		Basic BID Amount	Total BID Amount	Total BID Spread \$	Total BID Spread %
LOW BIDDER:	Transportation Systems, Inc	\$448,147.60	\$451,184.00	-\$9,083.20	-1.97%
Second Bidder:	Rodarte Construction	\$551,512.00	\$554,833.10	\$94,565.90	20.55%

	Basic BID (Tax not included)	Total BID (Including tax)
1. Transportation Systems, Inc	\$448,147.60	\$451,184.00
2. Rodarte Construction	\$551,512.00	\$554,833.10
3. Sound Pacific Construction	\$577,552.00	\$581,120.30
4. Global Contractors, LLC	\$600,021.12	\$604,395.12
5. R.W. Scott Construction	\$656,867.00	\$661,823.50
6. NOVA Contracting, Inc	Non-Responsive	

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

Bid summary and award include additive bid schedule "F".

BUDGET STATUS SHEET

Project No: CP1815	Project Title: 2018 Citywide ADA and Sidewalk Improvements Project
Project Manager: Aleksey Koshman	

Project Initiation (PMP) Date: March 16, 2018
 Advertisement Date: February 7, 2019
 Award Date: February 19, 2019

- ☐ Project Initiation
☐ Project Update (January)
☒ Contract Award
☐ Change Order Approval
☐ Contract Final Acceptance

Updated: February 12, 2019

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

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years	Total
001 Engineering General Fund		90,240	37,000		127,240
328 Fund			298,100		298,100
460 Fund			40,000		40,000
CDBG Fund			146,867		146,867
568 Fund			20,000		20,000
Total		90,240	541,967		632,207

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years	Total
Design Engineering - City Costs		90,240	7,000		97,240
Construction Contract Bid			451,184		451,184
Authorized Construction Contingency			53,783		53,783
Construction Engineering - City Costs			30,000		30,000
Total		90,240	541,967		632,207

001 Engineering General Fund

	2017	2018	2019	Future Years	Total
001 Fund Budgeted ()		(90,240)	(37,000)		(127,240)
001 Fund Funds Needed		90,240	37,000		127,240
001 Fund Project Contingency ()		0	0		0
Other Funds Required		0	0		0

328 General Fund Budget Status

	2017	2018	2019	Future Years	Total
328 Fund Budgeted ()		0	(298,100)		(298,100)
328 Fund Funds Needed		0	298,100		298,100
328 Fund Project Contingency ()		0	0		0
Other Funds Required		0	0		0

430 Water Fund Budget Status

	2017	2018	2019	Future Years	Total
430 Fund Budgeted ()		0	(40,000)		(40,000)
430 Fund Funds Needed		0	40,000		40,000
430 Fund Project Contingency ()		0	0		0
Other Funds Required		0	0		0

CDBG Budget Status

	2017	2018	2019	Future Years	Total
*CDBG Funds Budgeted ()		0	(146,867)		(146,867)
CDBG Funds Needed		0	146,867		146,867
CDBG Fund Project Contingency ()		0	0		0
Other Funds Required		0	0		0

568 IT Capital Budget Status

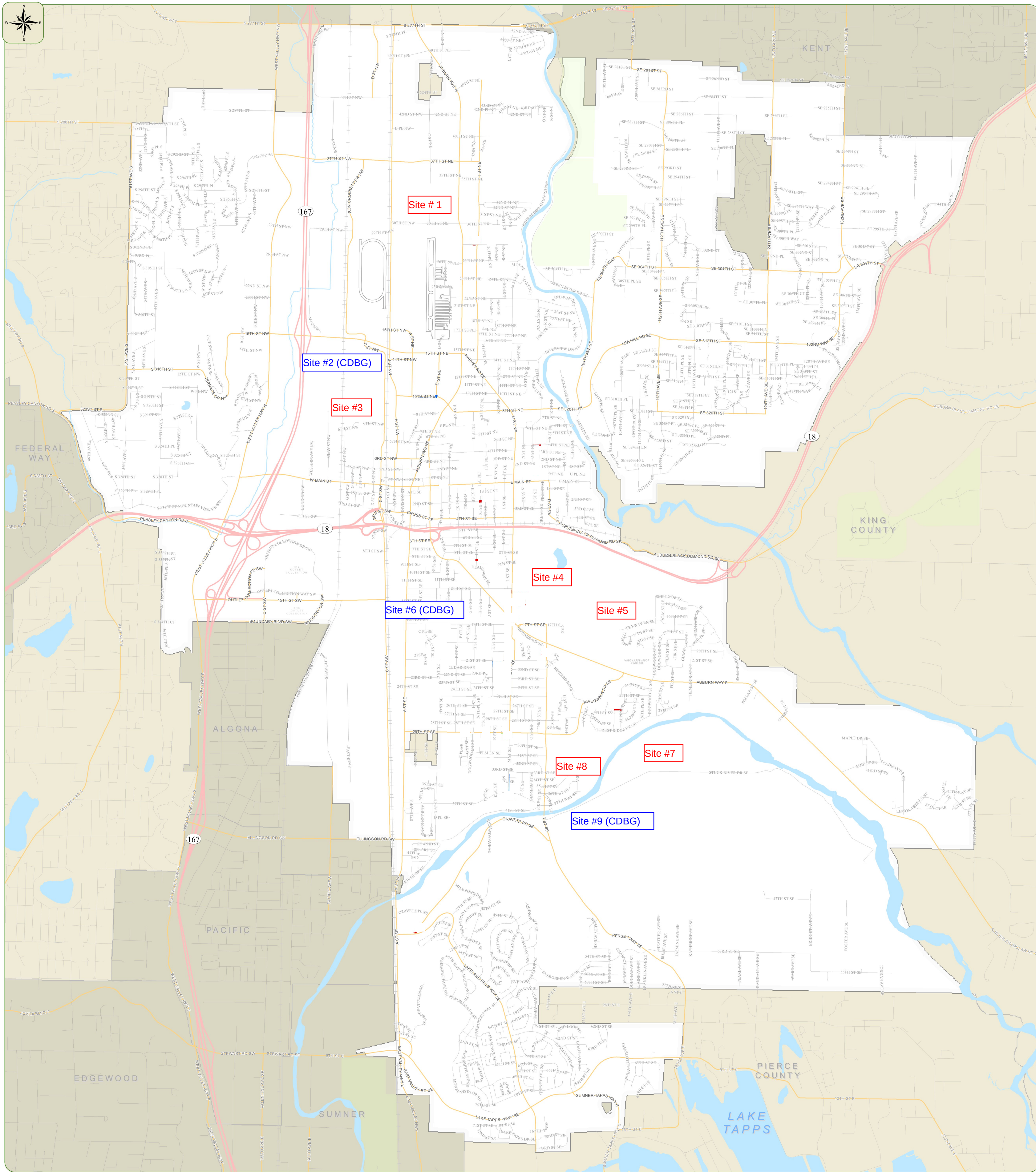
	2017	2018	2019	Future Years	Total
568 Funds Budgeted ()		0	(20,000)		(20,000)
568 Funds Needed		0	20,000		20,000
568 Fund Project Contingency ()		0	0		0
Other Funds Required		0	0		0

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

***CDBG for Construciton Only**

ENG-270, Revised 12/17

ADA Projects Target Execution 2018



CP1815 - 2018 Citywide ADA and Sidewalk Project



AGENDA BILL APPROVAL FORM

Agenda Subject:
Brannan Park Baseball Synthetic Turf (Faber)

Date:
February 13, 2019

Department:
Parks/Art and Recreation

Attachments:
[Coast to Coast Certified Proposal](#)
[location map](#)

Budget Impact:

Administrative Recommendation:

Approve contract for CP1817

Background Summary:

This project allows for the installation of AstroTurf on the extended infield of the Brannan Park Baseball field. The City of Auburn received a grant from the State of Washington Recreation Conservation Office (RCO) in an amount of \$218,100 as well as King County, in an amount of \$75,000, to assist in funding this project. Total Contract allowance is \$611,268.90. The City of Auburn portion is being funded through Park Impact Fees. Brannan Park is the site of Auburn Parks only full size baseball field. This project will greatly increase play as field conditions will greatly improve, especially during the wetter months.

This project authorizes the purchase and installation of approximately 33,150 square feet of AstroTurf at Brannan Park Baseball Field. Includes Synthetic Turf, Base Work, and Drainage. Project to be completed by Coast to Coast Turf and purchased through the National IPA Cooperative Contract #R162201

Reviewed by Council Committees:

Councilmember:

Staff:

Faber

Meeting Date: February 19, 2019

Item Number:

CA.H



Quotation For:

Brannan Park

Synthetic Turf Infield

www.c2cturf.com

www.astroturf.com



RE: CERTIFIED PROPOSAL NUMBER - R162201-WA-19366 - Brannan Park

Dear Auburn Parks and Recreation:

Thank you for your consideration in accessing and potentially utilizing a National IPA cooperative contract. Each contract in the National IPA portfolio has been competitively solicited and publicly awarded by a government/education entity.

For those contracts that utilize proposals, particularly contracts for facility and construction projects, we have implemented the National IPA Certified Proposal Number (CPN) system, a proposal registration program. This new system will track transactions from the initial proposal stage to the completion of each project, and provide consistency and faster service for your agency. It will also allow us to assist you with verification of contract compliance and consistency.

THE CPN PROCESS

Awarded contract suppliers register your project with National IPA and receive a CPN. That CPN (noted above) should be prominently displayed on proposal(s) utilizing the cooperative contract. The CPN will also alert our dedicated and experienced National IPA team, who will work to support you and the awarded supplier during the process.

Your National IPA representative is Shelley Andrews can be contacted at shelley.andrews@nationalipa.org or 509-998-1503.

Thank you for your participation with National IPA.

Sincerely,

The National IPA Team

October 8, 2018

To Daryl and Jamie,

Coast to Coast Turf (WA License # **COASTCT863lt**), an authorized distributor of AstroTurf is pleased to submit the following budget proposal purchase through National IPA Cooperative Contract #R162201 for approximately 33,150 square feet of AstroTurf Diamond Series RBI Synthetic Turf , Base Work and Drainage at Brannan Park in Auburn Washington.

Synthetic Turf:

Infield – Approximately 33,150 Sq Ft:

<u>AstroTurf Diamond Series OPS Infield-</u>	<u>\$168,000.00</u>
<u>ERA Game Mound and 6 Velcro Inserts-</u>	<u>\$6,200.00</u>
<u>ERA Batter's Box Velcro Inserts (4 Sets)-</u>	<u>\$4,000.00</u>
<u>ERA Catchers Box Velcro Inserts (4 Sets)-</u>	<u>\$4,000.00</u>

10' Outfield Apron – Approximately 2,570 Sq Ft:

<u>RootZone Diamond Blend-</u>	<u>\$12,000.00</u>
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Synthetic Turf Inclusions:

- Samples, submittal information, and shop drawings as required
- Visual inspection of the sub-base constructed by others
- **AstroTurf Diamond Series OPS**
 - 1 5/8" RootZone Diamond Blend 52 Ounce – Green Turf
 - 1 1/8" RootZone Diamond I 52 Ounce – Brown Turf
 - ERA RootZone Diamond 80 Ounce Velcro Inserts– Pitcher, Batters Boxes, Catchers Boxes
- Installation of **AstroTurf Diamond Series OPS** by manufacturer-certified crews
- All seams to be Glued
- All inlays to be installed using hotmelt
- An infill of Sand and Ambient SBR at the manufacturer-approved weight and ratio for **AstroTurf Diamond Series OPS**
- Payment and performance bonds
- Inlaid Markings:
 - Baseball
- Velcro Pitchers Inserts – 6 ERA RootZone 80 Ounce
- Velcro Batters Box Inserts – 4 ERA RootZone 80 Ounce
- Velcro Catchers box Inserts – 4 ERA RootZone 80 ounce
- AstroTurf standard 8 year warranty
- Wages as appropriate in the State of Washington (Prevailing Wage Rates)
- Cleanup and disposal of our debris into dumpsters

Base Work:

Site work Construction approximately 32,120 SF

- General conditions
- Mobilize and demobilize construction site.
- Construct haul road.
- TESC
- Provide temporary fencing and maintain.
- Remove and replace areas of existing fence and restore to same for construction.
- Excavate and dispose of soils off site.
- Supply and install collector drain system.
- Supply and install a 4" perforated piping drain lateral system.
- Supply and install synthetic turf attachment for the perimeter of the synthetic turf.
- Supply and install 140-N geotextile fabric.
- Furnish, fine grade and compact a 6" depth of crushed permeable base course.
- Furnish, fine grade and compact a 2" depth of crushed permeable top course.
- Furnish and install 1 set of bases, plates and anchors.
- Restore natural grass sod.

Lump sum of \$337,743.00

Additional 10' Outfield Apron approximately 2,570 SF

- Excavate sod and dispose.
- Supply and install permeable aggregates to the specifications above.

Lump Sum of \$23,756.00

This proposal excludes the following:

1. Protection or repair of damage to concrete and asphalt at access road.
2. Flagging, traffic control and traffic control plans.
3. Engineering, engineering fees, taxes, permits, and permit fees.
4. Handling or disposing of any contaminated, unsuitable, or hazardous materials.
5. Special inspections.
6. Removal of bedrock, digging through bedrock, export and disposal of bedrock.

Proposal includes bonds, prevailing wages and filing fees.

Proposal excludes architecture designing, structural engineering, permits, bonds, WA St Sales Tax, and/or any not specifically mentioned above.

Proposal is valid for 90 days.

Regards,

Steve Webb

President - Coast to Coast Turf

Direct: (509) 953-1607

Email: steve@coasttocoastturf.com

Website: www.coasttocoastturf.com

AUTHORIZED DISTRIBUTOR OF ASTROTURF®





Printed Date: 4/27/2016

Map Created by City of Auburn eGIS

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6711 (Coleman)

Date:

February 12, 2019

Department:

Finance

Attachments:

[Ordinance No. 6711](#)

Budget Impact:**Administrative Recommendation:**

City Council to waive presentation of the ordinance at a study session as under Council Rule 3.1(N)(2)(a), and to adopt Ordinance No. 6711.

Background Summary:

Ordinance No. 6711 levies a 0.0193% sales tax credit against the state sales tax for local revitalization financing. SB 5045 authorizing the tax credit was passed by the state legislature during the 2009 regular session. The intent of the legislation was to provide financial assistance to Cities to assist with financing public improvements in an identified revitalization area to promote community and economic development.

The City first applied for the use of local revitalization financing on August 11, 2009 and the Department of Revenue approved the City's application on September 16, 2009, authorizing up to \$250,000 per year for the local revitalization program (Promenade capital improvements).

In 2010, the City issued \$7.24 million in 2010 C/D Bonds for the purpose of funding capital improvements for the Promenade. Annual debt service payments for these bonds continue through the year 2034. Funds from EDA grants, combined with REET2 funds and interest earnings, are used to pay for the annual debt service costs of the local revitalization project. As of the end of 2018, the remaining principal balance was \$5.4 million.

The tax credit is available to the City for up to 25 years. 2019 will be the tenth year that the City has asked the State for the tax credit. As provided by the state, in order for the City to continue receiving the tax credit, the City must request this each year by Ordinance.

Based upon historical taxable retail sales, the above rate of 0.0193% is estimated to generate \$250,000 for local revitalization funding during the State's fiscal year, July 1, 2019 to June 30, 2020.

PROCEDURAL MATTER: Council Rule 3.1(N) requires all ordinances to be included on a Study Session Agenda before being considered for adoption. However, if the Mayor believes exigent circumstances exist, the Mayor may place the ordinance on a Council agenda without going first to Study Session. If all Council members agree the matter may be considered

without it going to a Study Session first, they may consider the matter. If all Council members do not agree, the question must be put to a vote.

In this case, because of two meetings recently canceled because of the weather, there is insufficient time to present this at a Study Session before the statutorily-required deadline to adopt the credit.

Reviewed by Council Committees:

Councilmember:

Staff:

Coleman

Meeting Date: February 19, 2019

Item Number:

ORD.A

ORDINANCE NO. 6711

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, ESTABLISHING
THE LOCAL SALES AND USE TAX RATE FOR
LOCAL REVITALIZATION FINANCING FOR 2019

WHEREAS, The City of Auburn ("City") enacted Ordinance No. 6301 on April 19, 2010, which established a local sales and use tax as provided for in Section 39.14.510 of the Revised Code of Washington ("RCW"); and,

WHEREAS, this tax is imposed in order to pay the debt service on Local Revitalization Financing bonds in accordance with Chapter 39.104 RCW; and,

WHEREAS, Chapter 39.104 RCW provides that the City shall, from time to time, adjust the tax rate so that it is set at the rate reasonably necessary to receive the state contribution over 10 months, in accordance with RCW 82.14.510(3); and

WHEREAS, the Local Sales and Use Tax Rate is set at a rate to generate approximately \$250,000.00 between July 1, 2019 through June 30, 2020, for Local Revitalization Financing.

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

Section 1. The sales and use tax rate initially established in Section 3.2 of Ordinance No. 6301, and most recently amended by Ordinance No. 6636, is hereby amended to 0.0193%, effective July 1, 2019.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph,

subdivision, section or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

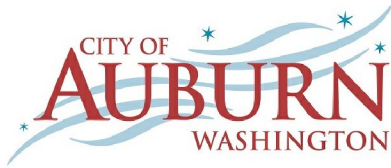
ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5403 (Coleman)

Date:
February 12, 2019

Department:
Finance

Attachments:
[Resolution No. 5403](#)

Budget Impact:

Administrative Recommendation:
City Council to adopt Resolution No. 5403

Background Summary:

The water fund has approximately \$8.2 million of identified project costs in the 6-year capital facility plan in which bond funding is suitable. In addition, the 2019/2020 biennial budget contemplates approximately \$7.2 million in bond issuances as a capital project funding source.

The proposed interfund loan authorization will utilize capital reserves in the storm and sewer funds for a period up to 5 years. Principal and interest repayment will occur following the subsequent issuance of bonds. Interest on the loan will be assessed at the current rate of return on investments held in the Washington State Local Government Investment Pool (LGIP).

The recommendation to utilize an interfund loan for the commencement of these capital undertakings is founded on three issues.

First, the rate of interest on a bond issue will likely exceed the rate of return on the LGIP. By leveraging an interfund loan, a benefit is derived on both sides of the equation. Total interest cost will be lower and the City pays itself rather than a third-party bondholder for this period of time.

Second, several factors can influence and extend the duration of a project (i.e. bid climate, availability of project management staff, weather). If bonds are issued on the front end, this not only drives up interest costs but it also creates pressure to meet federal arbitrage spend down requirements for any bond issues in excess of \$5 million.

Lastly, an interfund loan provides an opportunity to orchestrate the timing, type and amount of bond issuance. Substantial savings in the form of real dollars and staff time can be achieved through bank private placement and bond issuance amounts less than \$5 million. These vehicles eliminate costly regulatory requirements (Securities and Exchange Commission, Internal Revenue Service) and issue costs (bond rating agency review, official statement preparation).

Reviewed by Council Committees:

Councilmember:

Staff:

Coleman

Meeting Date: February 19, 2019

Item Number:

RES.A

RESOLUTION NO. 5403

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE TRANSFER OF FUNDS FOR THE PURPOSE OF MAKING A LOAN OR LOANS FROM THE SEWER FUND (FUND NO. 431) AND/OR THE STORM DRAINAGE FUND (FUND NO. 432) TO THE WATER FUND (FUND NO. 430) FOR UP TO A FIVE-YEAR PERIOD OF TIME

WHEREAS, the issuance of revenue bonds is planned as a funding source for carrying out certain Water Fund capital projects during the 2019 – 2024 period as identified in the adopted Capital Facilities Plan; and

WHEREAS, interfund loans can serve as a short-term financing mechanism to hedge bond arbitrage issues and spend down requirements; and

WHEREAS, the Sewer Fund and Storm Drainage Fund have sufficient funds from which to transfer monies in an amount not to exceed FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) for the purpose of making loans to cover capital project expenses of the Water Fund; and

WHEREAS, if a loan is made from the Sewer Fund or the Storm Drainage Fund to the Water Fund, the loan will be repaid at the current rate of investment return of the Washington State Local Government Investment Pool on the outstanding balance during the term of the loan; and

WHEREAS, revenue bond issuances are planned for during the 2019 – 2024 period for the purpose of repaying the interfund loan balances.

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

Section 1. The Mayor or Mayor's designee is authorized to transfer funds from the Sewer Fund and/or the Storm Drainage Fund to the Water Fund when there are insufficient funds available to cover authorized capital expenses in an amount not to exceed FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00). Any loan will be repaid with an interest rate commensurate with the rate of investment return of the Washington State Local Government Investment Pool in effect on the date of the transfer. This authority is effective from February 1, 2019 through December 31, 2024.

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

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

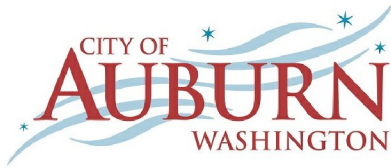
NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5406 (Coleman)

Date:

February 12, 2019

Department:

Finance

Attachments:

[Resolution No. 5406](#)

[Agreement](#)

Budget Impact:**Administrative Recommendation:**

City Council review and approve grant receipt for \$55,481.19.

Background Summary:

Seattle-King County Department of Public Health requests to enter into a contract with the City of Auburn for the Local Hazardous Waste Management Program. King County has extended \$55,481.19 for the City to provide hazardous waste education to residents and students in 2019 and 2020.

Residential Hazardous Waste Education

Household hazardous waste education to residents will include: a postcard, flyer, or newsletter mailed to residents and a consultant to provide outreach at City-sponsored events.

School Hazardous Waste Education

A consultant will educate Auburn School District students about hazardous waste through hands-on classroom workshops.

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

Coleman

Meeting Date: February 19, 2019

Item Number:

RES.B

RESOLUTION NO. 5406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH TO IMPLEMENT THE 2019-2020 LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM AND ACCEPTING PROGRAM GRANT FUNDS

WHEREAS, the Seattle-King County Department of Public Health has agreed to reimburse the City of Auburn in the amount of \$55,481.19 for costs associated with the City's Local Hazardous Waste Management Program; and

WHEREAS, in order to accept the monies offered by the Seattle-King County Department of Health, it is necessary for the City to enter into a services contract which specifies the administrative procedures governing the reimbursement of funds spent in the City's Local Hazardous Waste Management Program.

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

Section 1. The Mayor is authorized to execute an Agreement between the City and Seattle-King County Department of Public Health for the 2019-2020 Local Hazardous Waste Management Grant Program, which agreement will be in substantial conformity with the agreement attached as Exhibit A, and to accept program grant funds in the amount of \$55,481.19.

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

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

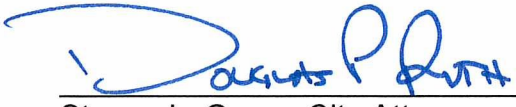

For Steven L. Gross, City Attorney

EXHIBIT A

Public Health Seattle & King County 		COMMUNITY SERVICES AGREEMENT – OTHER GOVERNMENT		PHSKC Agreement # 3909 EHS									
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).													
RECIPIENT NAME City of Auburn			RECIPIENT FEDERAL TAX ID # 91-6001228										
RECIPIENT ADDRESS 25 W Main St., Auburn, WA 98001-4998			RECIPIENT CONTACT & EMAIL ADDRESS Joan Nelson; jenelson@auburnwa.gov										
PHSKC DIVISION EHS			PROJECT TITLE Local Hazardous Waste Management Program										
AGREEMENT START DATE Jan 01 2019		AGREEMENT END DATE Dec 31 2020		AGREEMENT MAXIMUM AMOUNT \$55,481.19									
FUNDING DETAILS <table border="0"> <tr> <td><u>Funding Source</u></td> <td><u>PHSKC Contract#</u></td> <td><u>Amount</u></td> <td><u>Effective Dates</u></td> </tr> <tr> <td>King County Local Hazardous Waste Management Fund</td> <td>NA</td> <td>\$55,481.19</td> <td>Jan 01 2019 TO Dec 31 2020</td> </tr> </table>						<u>Funding Source</u>	<u>PHSKC Contract#</u>	<u>Amount</u>	<u>Effective Dates</u>	King County Local Hazardous Waste Management Fund	NA	\$55,481.19	Jan 01 2019 TO Dec 31 2020
<u>Funding Source</u>	<u>PHSKC Contract#</u>	<u>Amount</u>	<u>Effective Dates</u>										
King County Local Hazardous Waste Management Fund	NA	\$55,481.19	Jan 01 2019 TO Dec 31 2020										
FUNDING SUMMARY FEDERAL: \$0.00		COUNTY: \$55,481.19		STATE: \$0.00 OTHER: \$0.00									
IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? No													
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: Exhibit A-Scope of Work; Exhibit B-Budget; Exhibit C-Invoice template.													
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (http://www.kingcounty.gov/health/contracts), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.													
RECIPIENT SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED									
PHSKC SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED									

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter

into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

- C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

7. Audits

- A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work,

services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

14. Conflict of Interest

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's

Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

EXHIBIT A SCOPE OF WORK

**CITY OF AUBURN
1/1/2019-12/31/2020**

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997 and 2010, was adopted by the partner agencies (the King County Solid Waste Division, the Seattle Public Utilities, the King County Water and Land Resources Division and Public Health – Seattle and King County) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

The purpose of this Exhibit is to define the relationship associated with the Program’s funding of City activities performed under the auspices of the Plan and as approved by the Program’s Management Coordination Committee (hereinafter referred to as the “MCC”). This Contract further defines the responsibilities of the City and Public Health – Seattle and King County with respect to the transfer of Program monies.

Scope of Work

The City will create and mail newsletters, flyers or postcards about household hazardous waste to Auburn residents, and also hire a consultant to provide outreach, education and presentations at public events.

The City will also hire a consultant to educate Auburn School District students about hazardous waste through hands-on classroom workshops.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program’s Contract Administrator. Funds provided to the City by the Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. The City shall submit timely reimbursement requests as negotiated with the Contract Administrator. For reimbursement, the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.

- b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statement should include vendor names, a description of services provided, date paid and a check or warrant number.
- 3. The City shall submit to the Contract Administrator no later than December 5th of each year a final invoice or estimate for activities completed in that calendar year.
- 4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
- 5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
- 6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. Where feasible, the City will use the Program's logo. The intent of this provision is to further strengthen this regional partnership in the public's mind.
- 7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
- 8. This project shall be administered by Joan Nelson at the City of Auburn, 25 W Main Street, Auburn, at (253) 931-5103, (jenelson@auburnwa.gov) or her designee.
- 9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

- 1. The Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
- 2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended.

The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-263-8241
lynda.ransley@kingcounty.gov

Joy Carpine-Cazzanti
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-0365
jcarpine@kingcounty.gov

EXHIBIT B

2019-2020 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Auburn
25 W Main Street,
Auburn, WA 98001-4998

Component Description	2019-2020 Budget	Total
Household Hazardous Waste Education	\$55,481.19	\$55,481.19
Household Hazardous Waste Collection		
TOTAL	\$55,481.19	\$55,481.19

Footnote: The 2019-2020 budget can be partly or totally spent in either 2019 and/or 2020 but cannot exceed the budget total in these two years.



INVOICE

Contract Number: 3909 EHS
Exhibit: C
Contract Period of Performance: 1/1/19-12/31/20

City of Auburn
25 W Main St
Auburn, WA 98001-4998
Invoice Processing Contact: Joan Nelson
(253) 931-5103
jenelson@auburnwa.gov

Submit signed hardcopy invoice to:
Joy Carpine-Cazzanti
Local Hazardous Waste Management Program
Public Health - Seattle & King County
401 5th Ave., Suite 1100
Seattle, WA 98104
jcarpine@kingcounty.gov

Invoice for services rendered under this contract
for the period of:

Start Date	End Date

MM/DD/YY

Project	Organization	Expend Acct	Task	CPA	Amount
1114016	860000	53105	001		

Attach sheet for multiple POETAs

Expenditure Item	2019-20 Budget	Previously Billed	Current	Cumulative	Balance
HHW Education	\$55,481.19				\$55,481.19
HHW Collection					
Total	\$55,481.19				\$55,481.19

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Subrecipient Signed _____ Date _____

PH Authorization / Approval _____ Date _____

Print Name _____

King County Accounts Payable Information	
Purchase Order #	
Supplier Name	City of Auburn
Supplier #	1033
Supplier Pay Site	City of Auburn
Remit to Address	25 W Main St
	Auburn, WA 98001-4998
Invoice Date	
Invoice #	
Amount to be Paid	
PH Program name/phone	Kristin Painter (206) 477-5470

INVOICE DETAIL

Salaries & Wages- List by Employee	Hours	Rate of Pay/ Hr	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
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Fringe Benefits	Base	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
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Consultant Costs- Itemize by consultant below	Unit of measure	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -

Supplies- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
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Travel	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
In State Travel	Total # of Miles	Rate			
Out of State Travel	# of People	Rate			
Per Diem and Lodging	# of People	# of Units	Unit Cost		

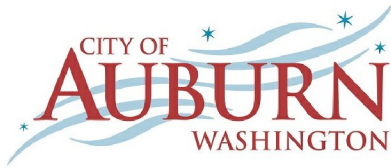
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
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Other Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

Overhead Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
Direct Costs Total	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -	\$ -

Notes regarding this Invoice



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5407 (Coleman)

Date:
February 12, 2019

Department:
Finance

Attachments:
[Resolution No. 5407](#)
[Agreement](#)

Budget Impact:

Administrative Recommendation:

City Council to review and approve grant receipt for \$75,318.00

Background Summary:

King County requests to enter into an interlocal agreement with the City of Auburn for the 2019-2020 Waste Reduction and Recycling (WRR) Grant Program. King County has appropriated \$75,318.00 for the City to promote waste reduction and recycling to businesses, residents, and schools.

The grant funding will be used to support the following: Community Yard Sale, Bulky Item Collection, a Green Living Challenge, classroom presentations, and outreach at City-sponsored events.

This WRR Grant provides a 25% match to Department of Ecology's Solid Waste Financial Assistance Grant.

Reviewed by Council Committees:

Councilmember:

Staff:

Coleman

Meeting Date: February 19, 2019

Item Number:

RES.C

RESOLUTION NO. 5407

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT BETWEEN THE CITY OF
AUBURN AND KING COUNTY TO IMPLEMENT THE 2019-
2020 WASTE REDUCTION AND RECYCLING GRANT
PROGRAM AND ACCEPTING PROGRAM GRANT FUNDS

WHEREAS, King County and the City of Auburn have adopted the King County Solid Waste Management Plan, which includes recycling and waste reduction goals; and

WHEREAS, in order to help meet these goals, the King County Solid Waste Division has established a Waste Reduction and Recycling Grant Program for the suburban cities; and

WHEREAS, this program provides funding to further the development of local waste reduction and recycling for Auburn businesses and residents.

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

Section 1. The Mayor is authorized to execute an Agreement between the City and King County for the 2019-2020 Waste Reduction and Recycling Grant Program which agreement will be in substantial conformity with the agreement attached as Exhibit A, and to accept program grant funds in the amount of \$75,318.00.

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

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:



For Steven L. Gross, City Attorney

Exhibit A

INTERAGENCY AGREEMENT FOR 2019 and 2020

Between

KING COUNTY and the CITY OF AUBURN

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of Auburn adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B and incorporated herein by reference. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work, which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City:

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2019 and 2020 shall not exceed \$75,318.00.
2. This Agreement provides for distribution of 2019 and 2020 grant funds to the City. However, grant funds are not available until January 1, 2019.
3. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The City shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 30, October 31, January 31) except for the final progress report and request for reimbursement, which shall be due by March 31, 2021.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2020 and March 31, 2021.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2020 and January 2021, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six (6) months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2021.

5. If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, state, and local laws, ordinances, rules, and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.

11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2021.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the agreed upon areas listed in Exhibit A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. This project shall be administered by Joan Nelson, Solid Waste & Recycling Supervisor, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by the city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$10,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Auburn" and/or "text provided courtesy of the City of Auburn."
4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
5. The waste reduction and recycling grant program shall be administered by Lucy Auster, Project Manager, King County Solid Waste Division, or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2019 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2019, and shall terminate on June 30, 2021. The City shall not incur any new charges after December 31, 2020. However, if execution by either Party does not occur until after January 1, 2019, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2019 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of, or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Lucy Auster, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Joan Nelson, Solid Waste & Recycling Supervisor, or a provided designee
City of Auburn
25 West Main Street
Auburn, WA 98001

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City of Auburn

Nancy Backus, Mayor

Date

King County

BY _____
Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

EXHIBIT A

CITY OF AUBURN SCOPE OF WORK 2019-2020 SOLID WASTE DIVISION WASTE REDUCTION & RECYCLING GRANT

A. BASIC INFORMATION

- 1. Applicant:** City of Auburn
- 2. Project Title:** City of Auburn Waste Reduction & Recycling Program
- 3. Grant Manager:** Joan Nelson, Solid Waste & Recycling Supervisor
City of Auburn
25 West Main Street
Auburn, WA 98001
Phone: (253) 931-5103
Fax: (253) 876-1900
Email: jenelson@auburnwa.gov
- 4. Project Manager:** Kathleen Edman, Solid Waste Customer Care Specialist
City of Auburn
25 West Main Street
Auburn, WA 98001
Phone: (253) 931-3047
Fax: (253) 876-1900
Email: kedman@auburnwa.gov
- 5. Billing Coordinator:** Consuelo Rogel, Financial Analyst
City of Auburn
25 West Main Street
Auburn, WA 98001
Phone: (253) 804-5023
Email: crogel@auburnwa.gov
- 6. Requested dollar amount:**
- | | |
|--|---------------------|
| 2019-2020 Grant Award | \$115,318.00 |
| 4 - King County Special Recycling Events - | \$ 40,000.00 |
| 2019-2020 Total | \$ 75,318.00 |

B. PROPOSED SCOPE OF WORK

Projects:

- | | |
|----------------|---|
| Task #1 | Residential & Multifamily Outreach |
| Task #2 | School Outreach |

Project Managers: Auburn's Solid Waste Customer Care Specialist will implement and manage the projects. The Solid Waste & Recycling Supervisor will manage the administration tasks of the grant (budget, reporting, and reimbursements). Both positions are fully funded by the City of Auburn Solid Waste Division.

Schedule: January 1, 2019 - December 31, 2020

Goals: To increase the awareness of and participation in Auburn’s waste reduction and recycling programs, and to increase waste diversion in the Residential and School waste streams.

Background:

Residential Community

The City of Auburn provides recycling, waste prevention, and food scrap collection outreach and education to residents through media avenues such as: newsletters, postcards, advertising, website announcements, social media, phone messages, flyers, and recycling events. The City also provides an “at home” city-wide yard sale opportunity for single-family and mobile home park residents to promote reuse. The City recognizes the importance of educating its diverse community about different methods of waste reduction and recycling and publishes newsletters and articles, gives classroom waste reduction and recycling presentations, staffs educational tables at community events, and provides resources to residents who ask for assistance. Recently, the City has coordinated with its contracted solid waste provider, Waste Management, to educate residents about contamination in recycling.

Auburn School District (ASD)

City of Auburn Solid Waste Division continues to work closely with ASD’s Resource Conservation Manager to promote waste reduction and recycling in the Auburn schools. The ASD is committed to sustainability and strives to continue reducing its waste stream. The City of Auburn provides classroom presentations to elementary students, waste reduction lunchtime activities to secondary students, and participates in various ASD sustainability programs. Many Auburn schools participate in the King County Green Schools and Washington Green Schools Programs.

Task #1: Residential & Multifamily Outreach

A. Program/ Project Description

- Residential & Multifamily Waste Reduction & Recycling Outreach: The City of Auburn will use different forms of media, presentations, and promotional items to promote waste reduction and recycling programs. In 2019 and 2020, the City’s consultant will continue providing outreach to residents through community events. In addition, the City may partner with the King County Housing Authority to implement a Green Living Challenge program at one of their properties in Auburn. The City will also continue to coordinate Christmas Tree Recycling and Holiday Styrofoam Collection events each year. There may be an emphasis on “Recycle Right” and “Empty, Clean, Dry” to align with regional outreach messages due to the recent issues with recycling markets.
- Residential Community Yard Sale: The City will promote waste reduction and reuse by sponsoring a city-wide yard sale for all single-family residents.

B. Deliverables

- Residential & Multifamily Waste Reduction & Recycling Outreach: The City will produce or have professionally produced media pieces, displays, and promotional items, which may include, but are not limited to: newspaper advertisements, posters, postcards, flyers, and decals. These materials will be used to promote waste reduction and recycling.

- Residential Community Yard Sale: The “Yard Sale Kits” available to participants and various forms of advertisements will be the deliverables.

C. Expected Outcomes/ Impacts

- Residential & Multifamily Waste Reduction & Recycling Outreach: Postcards, flyers, advertisements, and social media announcements will promote upcoming City and County events and inform residents about resources available for waste reduction and recycling specific to their home. The City will increase awareness of and participation in the City’s Waste Reduction and Recycling Program.
- Residential Community Yard Sale: The city-wide yard sale will encourage residents to reduce waste and reuse.

D. Evaluation

- Residential & Multifamily Waste Reduction & Recycling Outreach: The City will record the number of postcards, flyers, and articles created and distributed to City of Auburn residents. The City will record the number of displays and promotional items created, displayed or distributed.
- Residential Community Yard Sale: The City will record the number of households holding a yard sale during the event. An online survey will also be conducted to estimate the number of items sold or given away.

Task #2: School Outreach

A. Program/ Project Description

- School Programs & Presentations: City staff and a consultant will continue to provide Waste Reduction & Recycling presentations to elementary school classrooms and other schools upon request.

B. Deliverables

- School Programs & Presentations: The number of classroom presentations and lunchtime activities will be a deliverable and the amount of materials recycled at the Auburn Schools will also be a deliverable. Pre- and post-classroom presentation surveys will be completed.

C. Expected Outcomes/ Impacts

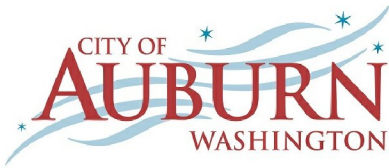
- School Programs & Presentations: City staff and the consultant will promote valuable lessons about waste reduction and recycling to students and teachers. These lessons will then be shared with parents and may influence purchasing and disposal decisions.

D. Evaluation

- School Programs & Presentations: The City will record the number of classroom presentations and lunchtime activities given to Auburn students. The pre-and post-classroom presentation surveys will determine the effectiveness of the information presented. The amount of materials recycled at each school will be tracked by the RCM.

C. PROPOSED BUDGET

	2019	2020
<u>Task #1 Residential & Multifamily Outreach</u>		
Residential & Multifamily Outreach	\$21,690.00	\$17,628.00
Residential Community Yard Sale	\$ 3,250.00	\$ 1,750.00
Total Task #1	\$24,940.00	\$19,378.00
<u>Task #2 School Outreach</u>		
School Programs and Presentations	\$15,500.00	\$15,500.00
Total Task #2	\$15,500.00	\$15,500.00
TOTAL 2019-2020 GRANT FUNDING	\$40,440.00	\$34,878.00



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5408 (Tate)

Date:

February 12, 2019

Department:

Community Development

Attachments:

[Resolution No. 5408](#)

[Exhibit A - Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to review and approve Resolution No. 5408.

Background Summary:

Resolution No. 5408 authorizes the Mayor to execute and implement an interlocal agreement between the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, and Tukwila along with King County.

Resolution No. 5408 is the culmination of three years of piloting formal collaboration on housing and homelessness issues between six cities in South King County, including Auburn. Auburn has contributed funds to the South King Housing and Homelessness Partnership since 2016, which has provided the cities of Auburn, Burien, Kent, Renton, SeaTac, and Tukwila additional staff capacity for developing and implementing policies related to affordable housing and homelessness.

Mayor Backus and council members attended three convenings in 2018 to plan the future of the South King Housing and Homelessness Partnership project. These convenings, held on March 27, June 13, and October 16, 2018 solidified the intention of nine cities and King County to enter into an Interlocal Agreement starting in 2019. Staff from the Housing Development Consortium presented updates on the expected benefits and status of the South King Housing and Homelessness Partners (SKHHP) ILA at Council Study Sessions on July 23, 2018 and October 22, 2018. Council lent its support to SKHHP through the budget process when a specific line item funding SKHHP was approved for 2019 and 2020.

The SKHHP Interlocal Agreement reflects the input from legal counsel and staff at the jurisdictions of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Normandy Park, Pacific, Renton, Tukwila, and King County. Funding for SKHHP has been included in the budgets of Auburn, Burien, Covington, Federal Way, Kent, Renton, Tukwila, Normandy Park, Des Moines and King County for 2019 and 2020.

City staff recommend that the City Council review Resolution No. 5408 for council action.

Reviewed by Council Committees:

Other: Planning

Councilmember: Trout-Manuel
Meeting Date: February 19, 2019

Staff: Tate
Item Number: RES.D

RESOLUTION NO. 5408

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN, BURIEEN, COVINGTON, DES MOINES, FEDERAL WAY, KENT, NORMANDY PARK, RENTON, TUKWILA, AND KING COUNTY, FOR THE CREATION AND OPERATION OF SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP)

WHEREAS, the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila along with King County share a common interest in addressing homelessness; and

WHEREAS, the parties wish to enter into an Interlocal Agreement for the creation and operation of South King Housing and Homelessness Partners (SKHHP); and

WHEREAS, SKHHP will formulate affordable housing policies and programs specific to South King County, complimenting current efforts by public and private organizations to address housing needs locally; and

WHEREAS, the most efficient and expeditious way for the parties to address affordable housing needs is through cooperative action and the pooling of public and private resources.

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

Section 1. The Mayor is authorized to execute an Interlocal Agreement between the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, and Tukwila along with King County for the creation and operation of South King

Housing and Homelessness Partners, which agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

Draft Interlocal Agreement for SKHHP
South King Housing and Homelessness Partners

(Effective Date: January 1, 2019)

This Interlocal Agreement ("Agreement") is entered into by and between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila, and King County, each municipal corporations and political subdivisions of the State of Washington (individually, a "Party" and collectively, the "Parties"). This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as the South King Housing and Homelessness Partners ("SKHHP"). This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of all income levels in South King County; and

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

WHEREAS, the Parties wish to act cooperatively to formulate affordable housing policies and strategies that address housing stability, to foster efforts to preserve and provide affordable housing by combining public funding with private-sector resources, to support implementation of the goals of the Washington State (the "State") Growth Management Act, related countywide planning policies, and other local policies and programs relating to affordable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and expeditious way for the Parties to address affordable housing needs in South King County is through cooperative action and pooling public and private resources; and

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

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

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

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

a. *Administering Agency* - One or more of the Parties that will provide administrative support services on behalf of SKHHP. The Administering Agency will be the fiscal agent for SKHHP in accordance with the requirements of chapter 39.34 RCW. One Party could serve as the fiscal agent and another Party could serve as the administrative home for SKHHP staff.

b. *Advisory Board* - A board consisting of 12 to 15 community members appointed by the Executive Board to provide advice and recommendation to the Executive Board on land and/or money resource allocation for affordable housing projects, input on policy needs related to housing stability, program design and development, recommendations for emergency shelter and other immediate affordable housing needs, and to provide public education and community outreach services.

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

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

e. *Individual Account(s)* - One or more subaccounts established within the Housing Capital Funds Account for each Party

to this Agreement that chooses to contribute to the Housing Capital Funds Account. Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

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

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

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

i. *SKHHP Staff* - The full-time and part-time staff hired or assigned with the responsibility for carrying out the SKHHP work plan.

j. *Sphere of Influence* - The area in South King County where SKHHP is expected to conduct its work, as further described in Exhibit A.

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

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

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

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

b. Provide recommendations to the Parties regarding the allocation of public and private funding for affordable housing purposes.

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

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

i. Provide recommendations to the Parties regarding local and regional affordable housing policies. SKHHP Staff will assist the Parties in developing strategies and programs to achieve State Growth Management Act housing goals, growth targets, local

Comprehensive Plan Housing Element goals, and local housing strategy plans, as appropriate.

- ii. SKHHP Staff will provide technical assistance to any Party considering adoption of land use incentives or requirements, or affordable housing programs. SKHHP Staff will research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SKHHP Staff will assist Parties in developing strategies and programs to implement county-wide affordable housing policies to meet State Growth Management Act objectives, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans for an equitable and rational distribution of low- and moderate-income housing.
- iii. Facilitate cooperation between the private and public sector with regard to the provision of affordable housing. SKHHP Staff will communicate directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable housing projects. SKHHP Staff will work directly with any Party to provide technical assistance with regard to the public funding of affordable housing projects and the implementation of affordable housing regulatory agreements for private developments.
- iv. SKHHP Staff will also identify public and private sites that are available for affordable housing and develop affordable housing alternatives for such sites.
- v. After the Housing Capital Fund is created, develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing.
- vi. Provide other technical advice to any Party upon request and to enter into agreements to provide technical assistance to other public entities on a reimbursable basis.

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

5. EXECUTIVE BOARD.

a. Membership. SKHHP will be governed by an Executive Board composed of either an elected official or City

Manager/Administrator for each city and the King County Executive, or their designated representative, of each Party. However, there will not be more than two members on the Executive Board representing cities with population less than 5,000 persons, unless approved by the Executive Board. In the event that there are more than two Parties to this Agreement with population less than 5,000 persons, then those Parties will propose to the Executive Board for the Executive Board's approval, a method for shared membership on the Executive Board by those Parties.

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

Any member of the Executive Board representing more than one Party must be approved by the chief executive officer of those Parties being represented by the shared Executive Board member. The Executive Board will administer this cooperative undertaking under the terms of this Agreement and under any procedures adopted by the Executive Board.

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

c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence or inability to serve. Notice of the designation will be provided to the Chair of the Executive Board. An alternate member may only vote on behalf of the appointing Party if the Chair has received written notice of the alternate's appointment.

d. Powers. The Executive Board will have the power to (1) develop and approve an annual budget and annual work plan for SKHHP; (2) adopt procedures for the administration of SKHHP (including securing any necessary legal counsel) and for the conduct of meetings; (3) make recommendations to the Parties concerning planning, policy, programs and the funding of affordable housing projects; (4) establish policies for the expenditure of SKHHP budgeted items; (5) designate one or more

Administering Agencies to carry out the terms of this Agreement; (6) establish a special fund with the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SKHHP Executive Board" ("SKHHP Fund") within which Fund may be established various accounts and subaccounts including but not limited to a "SKHHP Operating Account" (into which will be deposited funding for the SKHHP operating budget) and a "Housing Capital Funds Account"; (7) hold regular meetings on those dates and at those places as the Executive Board may designate; (8) direct the Administering Agency to enter into contracts and agreements for the provision of personnel and other necessary services to SKHHP, including accounting and legal services and the purchase of insurance, and authorize the Administering Agency to execute such other contracts, agreements or other legal documents necessary with public and private entities for SKHHP to carry out its purposes; (9) establish the responsibilities for the SKHHP Program Manager, direct and oversee the Administering Agency in the hiring process and performance review for that position and direct and oversee the activities of the SKHHP Program Manager; (10) appoint members of the Advisory Board; (11) assist with incorporating and/or work with a non-profit corporation to accept grants, donations and other funds on behalf of SKHHP and direct the Administering Agency to enter into contracts or other agreements with such agency for the use of those funds to carry out the purposes of this Agreement; and (12) take whatever other action is necessary to carry out the purposes of this Agreement.

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

The Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency, which will provide administrative support services on behalf of SKHHP. The Administering Agency will be the fiscal agent for SKHHP in accordance with the requirements of chapter 39.34 RCW. Each Party that serves in the capacity of Administering Agency hereby agrees to comply with the terms of this Agreement applicable to the Administering Agency in order to permit SKHHP to carry out its purposes. SKHHP will be staffed with personnel

provided by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SKHHP.

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

7. MEETINGS OF EXECUTIVE BOARD.

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

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

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership, provided however, that a supermajority (two-thirds of Board members) will be required to appoint the Administering Agency, to add a new Party to this Agreement, or to modify the proposed contribution methodology for dues and assessments (see Section 15). Official action by the Executive Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Executive Board, provided however, appointment of the Administering Agency or Agencies shall be completed by resolution. All official action of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, will have one vote on any proposed action; except that shared member voting shall be in accordance with the Executive Board's approval under Section 5 (a). Proxy voting will not be allowed. To the extent applicable to meetings of the Executive Board, the Executive Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. ADVISORY BOARD. The Executive Board will create an Advisory Board to provide advice and recommendation to the Executive Board on land and/or money resource allocation for affordable housing projects, input on policy needs related to housing stability, program design and development, recommendations

for emergency shelter and other immediate affordable housing needs, and to provide public education and community outreach services. The Advisory Board will be created before the end of the first year of SKHHP operations (with the start of the year defined as the hiring of the SKHHP Program Manager). The Advisory Board will consist of not more than fifteen (15) and not less than twelve (12) community members. The Executive Board will appoint members to the Advisory Board. Members appointed to the Advisory Board must have knowledge and understanding of affordable housing, be committed to the furtherance of affordable housing in South King County, and represent diverse community perspectives. Appointments will be for a four-year term with service limited to a total of two consecutive terms. The Executive Board will adopt procedures for the convening and administration of the Advisory Board. A member may be removed from the Advisory Board by the Executive Board with or without cause on a majority vote of membership of the Executive Board.

9. MEETINGS OF ADVISORY BOARD.

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

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

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

10. AGREEMENT DURATION. This Agreement will be in full force and effect for a period commencing as provided in Section 34, and ending December 31 2020. This Agreement will automatically renew for successive two-year terms, unless sooner terminated under the provisions of this Agreement.

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

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

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

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

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

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

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

12. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial two year term if it first gives three months advance written notice to the Executive Board of its intention to withdraw, which notice will be due on or before October 1, 2020. If notice of an intent to withdraw is timely received, withdrawal will be effective as of 11:59 p.m. on December 31, 2020. The initial members of SKHHP agree they will participate for at least the first two years of the collaboration.

After January 1, 2021, an opportunity is provided once per year for a Party to withdraw from this Agreement. Under this provision, advance written notice must be provided to the Executive Board on or before July 1, of its intention to withdraw from participation in the Agreement, effective as of 11:59 p.m. on December 31st of that current year.

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

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

a. No recommended budget or work plan will become effective until approved by the legislative body of each Party and adopted by the Executive Board, except for SKHHP's first year (2019). For the first year, the budget will be approved as part of the approval of this Agreement, and the first year work plan must be approved by the Executive Board. Once the legislative body of each Party has approved its contribution to SKHHP, either separately or through its budget process, and the SKHHP budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the work plan or budget in a timely manner, the Executive Board may adopt the annual budget and work plan with a two-thirds majority vote.

b. Each Party's contribution(s) will be transmitted to SKHHP on a quarterly basis at the beginning of each quarter unless

otherwise provided in the budget document. Each Party will specify the amount of its contribution to be deposited by the Administering Agency into the SKHHP Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the SKHHP Housing Capital Funds Account established by Section 14.

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

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

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

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

c. The Administering Agency will maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and will provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the SKHHP Program Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

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

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

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

- i. Each Party choosing to participate in funding a project or program through the Housing Capital Funds Account will by action of its legislative body authorize the application of a specified amount of its Individual Account monies to such project or program, and will authorize and direct the SKHHP Executive Board, the SKHHP Program Manager, and the Administering Agency to take such actions as necessary to accomplish this. The Executive Board will recommend to the individual legislative bodies various terms to accompany their authorizations, and the legislative body authorizations will at a minimum include terms related to:
 1. amount of funds allocated;
 2. project description, including minimum affordability requirements, if any;
 3. nature of the funding commitment (loan, grant, or other);
 4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and

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

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

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

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

discretion of that Party and are not considered "dues or assessments."

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

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

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

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

17. INDEMNIFICATION AND HOLD HARMLESS.

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

costs and other Parties' reasonable attorney's fees. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. If a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party (including without limitation the Party serving as, and acting in its capacity as, SKHHP's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder will be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section will survive the expiration or termination of this Agreement.

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

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

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

responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section will require consent of the legislative authorities of all Parties. This Section will not be construed to require amendment of this Agreement for the addition of a new Party contemplated under Section 20 or for any related revision to Executive Board membership authorized in Section 5(a).

20. ADDITIONAL PARTIES. Municipalities, local governments and public agencies within the SKHHP Sphere of Influence may, on execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement on affirmative vote of a two-thirds majority of the membership of the Executive Board. The Executive Board will determine by a vote of a majority of its membership what, if any, funding obligations the additional Party will commit to as a condition of becoming a Party to this Agreement.

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

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

23. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Agreement Duration), Section 11 (Termination of Agreement), Section 12 (Withdrawal), Section 16 (Public Records Requests), and Section 17 (Indemnification and Hold Harmless) will remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

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

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

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

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

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

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

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

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's

compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

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

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

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

34. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement will become effective January 1, 2019, subject to its approval by the legislative bodies of all jurisdictions who are members of SKHHP as of January 1, 2019, and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source. Although this Agreement may be approved and signed by a Party after the Agreement's effective date, all acts consistent with the authority of this Agreement that occur on or after January 1, 2019, are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.

(Signature Page Follows)

Approved and executed this _____ day of _____, 2019.

Name of Party: _____ Approved as to form

By: _____ City Attorney
Its: _____

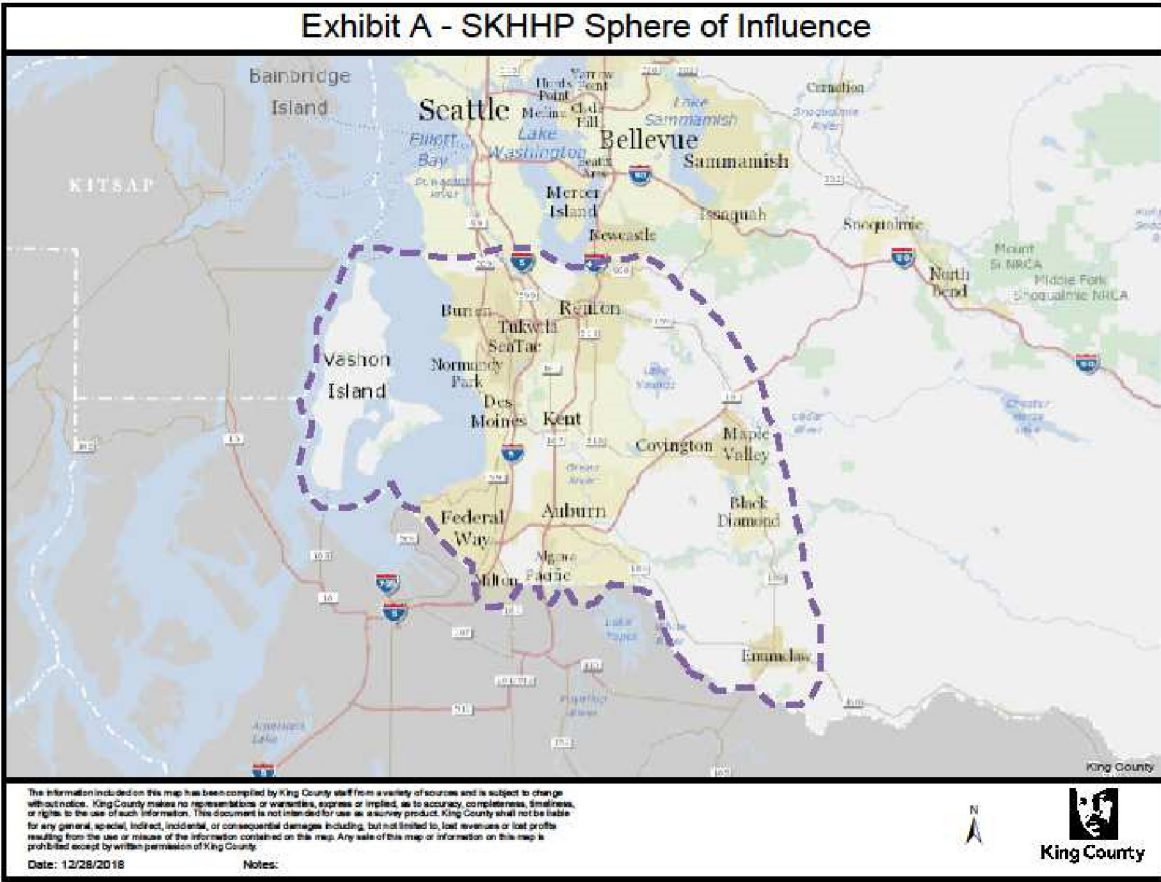


EXHIBIT B

FIRST YEAR SKHHP BUDGET				
9 cities & King County				
Year 1: 10 months of Operations				
Annual Expense Budget				
Full-time manager with salary/taxes/benefits				\$ 130,000
Administrative & low-level policy support with salary/taxes/benefits				\$ 90,000
Expenses - travel, phone, postage, and start-up costs				\$ 19,000
Space				\$ 12,000
SubTotal				\$ 251,000
10% Fiscal Administration Fee				\$ 25,100
TOTAL				\$ 276,100
Cost for 10 months of Operations:				\$ 230,083
Revenue Budget				
Outside sources* (County, philanthropy, aligned organizations)				\$ 68,000
Office Space (in-kind donation) [Pro-rated]				\$ 10,000
Shared among participating cities (see below)				\$ 152,083
TOTAL				\$ 230,083
Shares for participating cities:				
	Population (OFM 2018 est)	% of Population	Grouped by Size**	
Auburn	80,615	12%	\$	20,236
Burien	51,850	8%	\$	11,675
Covington	20,080	3%	\$	5,837
Des Moines	31,340	5%	\$	5,837
Federal Way	97,440	15%	\$	20,236
Kent	128,900	20%	\$	26,463
Normandy Park	6,700	1%	\$	3,113
Renton	104,100	16%	\$	26,463
Tukwila	19,800	3%	\$	5,837
Unincorporated SKC	111,000	17%	\$	26,463
TOTAL	651,825		\$	152,161
*Outside sources			**Grouped by Size Ranges	
KC Housing Authority	15,000		<10,000	\$ 3,113
Enterprise	5,000		10,001- 35,000:	\$ 5,837
King County***	48,000		35,001 - 65,000:	\$ 11,675
TOTAL	68,000		65,001 - 100,000	\$ 20,236
			100,001+ :	\$ 26,463
***King County has committed \$75,000; including covering the share for unincorporated (In Year 1, the accrual from the unincorporated SKC share is used for \$7K in startup costs)				

SECOND YEAR SKHHP DRAFT BUDGET				
9 cities & King County				
Year 2: Full Year of Operations				
Annual Expense Budget				
Full-time manager with salary/taxes/benefits				\$ 130,000
Administrative & low-level policy support with salary/taxes/benefits				\$ 90,000
Expenses - travel, phone, postage				\$ 12,000
Space				\$ 12,000
SubTotal				\$ 244,000
10% Fiscal Administration Fee				\$ 24,400
TOTAL				\$ 268,400
Revenue Budget				
Outside sources* (County, philanthropy, aligned organizations)				\$ 61,000
Office Space (in-kind donation)				\$ 12,000
Shared among participating cities (see below)				\$ 195,400
TOTAL				\$ 268,400
Shares for participating cities:				
	Population (OFM 2018 est)	% of Population	Grouped by Size**	
Auburn	80,615	12%	\$ 26,000	
Burien	51,850	8%	\$ 15,000	
Covington	20,080	3%	\$ 7,500	
Des Moines	31,340	5%	\$ 7,500	
Federal Way	97,440	15%	\$ 26,000	
Kent	128,900	20%	\$ 34,000	
Normandy Park	6,700	1%	\$ 4,000	
Renton	104,100	16%	\$ 34,000	
Tukwila	19,800	3%	\$ 7,500	
Unincorporated SKC	111,000	17%	\$ 34,000	
TOTAL	651,825		\$ 195,500	
*Outside sources		**Grouped by Size Ranges		
KC Housing Authority	15,000	<10,000	\$	4,000
Enterprise	5,000	10,001- 35,000:	\$	7,500
King County***	41,000	35,001 - 65,000:	\$	15,000
TOTAL	61,000	65,001 - 100,000	\$	26,000
		100,001+ :	\$	34,000
***King County has committed \$75,000; including covering the share for unincorporated				