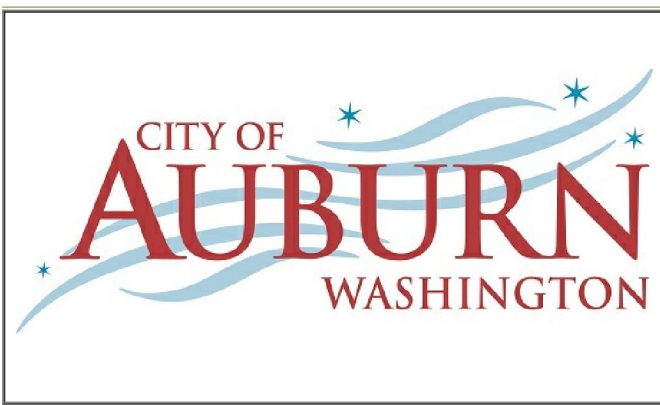


	City Council Study Session Community Wellness Special Focus Area February 11, 2019 - 5:30 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
---	--

I. CALL TO ORDER

- A. Roll Call

II. ANNOUNCEMENTS REPORTS AND PRESENTATIONS

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

- A. Ordinance No. 6709 (Gaub) (10 Minutes) (5:35 p.m.)
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
- B. NPDES Annual Report and Stormwater Management Program Plan (Gaub) (30 Minutes) (5:45 p.m.)
- C. Ordinance No. 6711 (Coleman) (10 Minutes) (6:15 p.m.)
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
- D. Resolution No. 5406 (Coleman) (10 Minutes) (6:25 p.m.)
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.
- E. Resolution No. 5407 (Coleman) (10 Minutes) (6:35 p.m.)
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.
- F. Resolution No. 5408 – South King Housing and Homelessness Partners Interlocal Agreement SKHHP (Tate) (15 Minutes) (6:45 p.m.)
Presentation of Interlocal Agreement

IV. COMMUNITY WELLNESS DISCUSSION ITEMS

- A. Tenant Protection Laws and Programs (Tate) (20 Minutes) (7:00 p.m.)

An overview of tenant protections that are in place in Auburn, options that the City could consider implementing, and a summary of laws that are in effect in other cities.

B. Multifamily Property Programs (Tate) (20 Minutes) (7:20 p.m.)

An overview of City administered multifamily programs and inspection programs in other cities.

V. OTHER DISCUSSION ITEMS

VI. NEW BUSINESS

VII. MATRIX

A. Matrix

VIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6709 (Gaub) (10 Minutes) (5:35 p.m.)

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:

Discussion of Draft Ordinance No. 6709 for T-Mobile West, LLCs Wireless Telecommunications System Franchise Renewal

Background Summary:

T-Mobile West, LLC has applied for renewal and amendment to their existing Franchise Agreement to continue to operate within the City's rights of way a wireless telecommunications system at specific locations within the City. The applicant is currently in compliance with all licensing, bonding and insurance requirements of the existing Franchise Agreement and Auburn City Code. Any construction, maintenance, improvements or changes to T-Mobile's facilities are managed through the City's permitting processes that are a requirement of the existing Franchise Agreement.

Approval of Ordinance No. 6709 would renew Franchise Agreement No. 37-37 for an additional five years from the effective date of Ordinance No. 6491.

Per Auburn City Code Chapter 20.06.130 and Section 3 of existing Franchise Agreement No. 13-37 Ordinance No. 6491, the Grantee may renew this Franchise for an additional five year period upon submission and approval of the application. A Public Hearing for this renewal is scheduled before City Council on February 19, 2019 in accordance with Chapter 20.06 of the Auburn City Code.

Reviewed by Council Committees:

Councilmember:

Staff:

Gaub

Meeting Date: February 11, 2019

Item Number:

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:

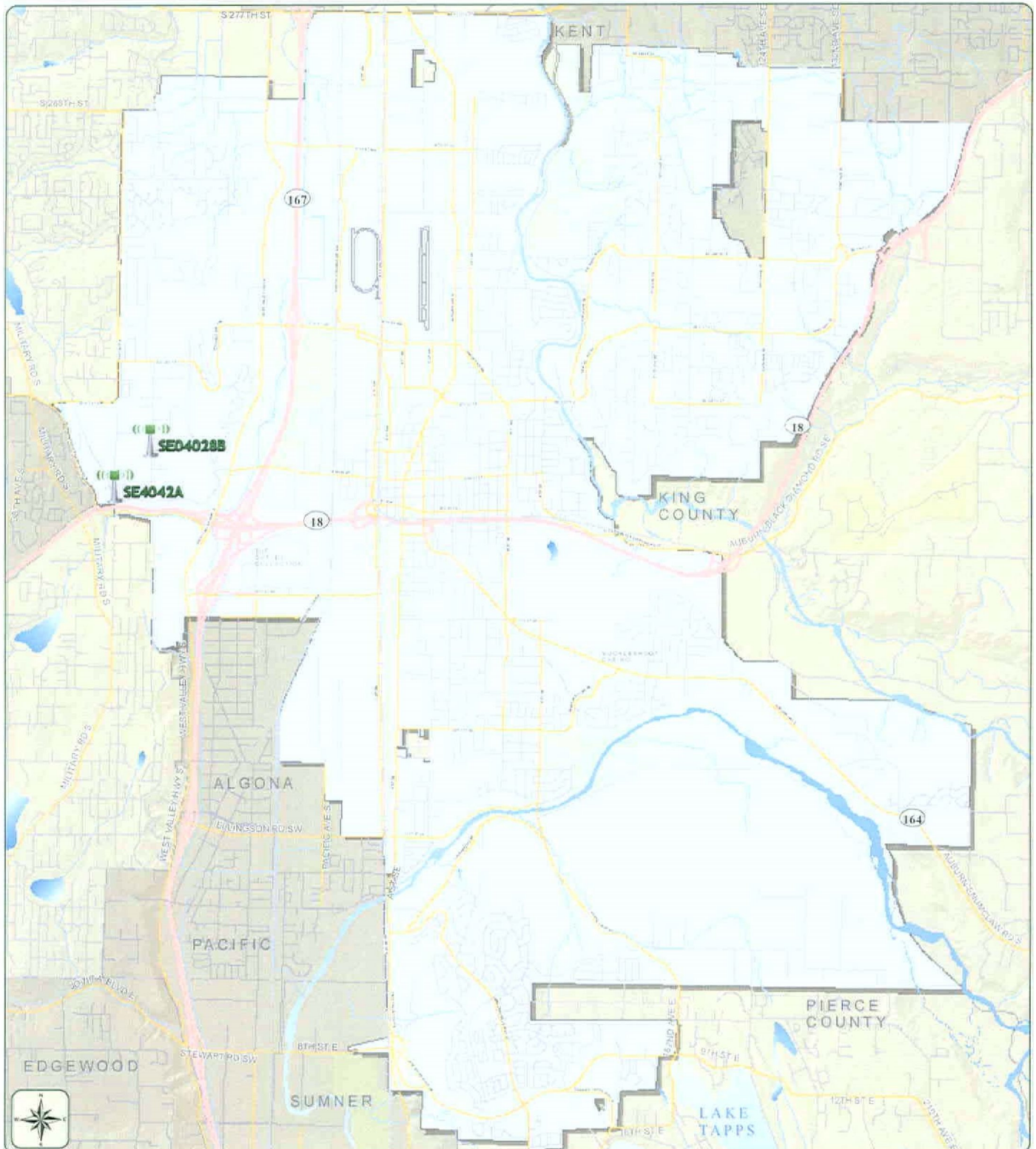

Danielle E. Daskam, City Clerk

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

Information shown 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.
)

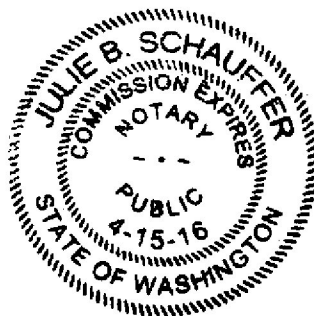
On this 6th day of March, 2014, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Jay Noceto of T-Mobile West LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the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

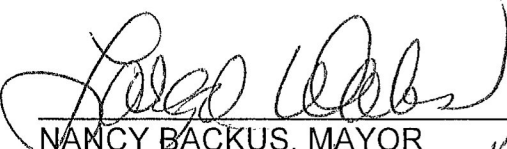
Section 5. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

FIRST READING: JAN -4 2016

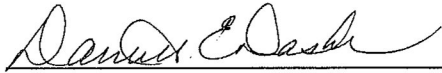
SECOND READING: JAN 19 2016

PASSED: JAN 19 2016

APPROVED: JAN 19 2016


NANCY BACKUS, MAYOR
for Mayor Backus

ATTEST:



Danielle E. Daskam, City Clerk

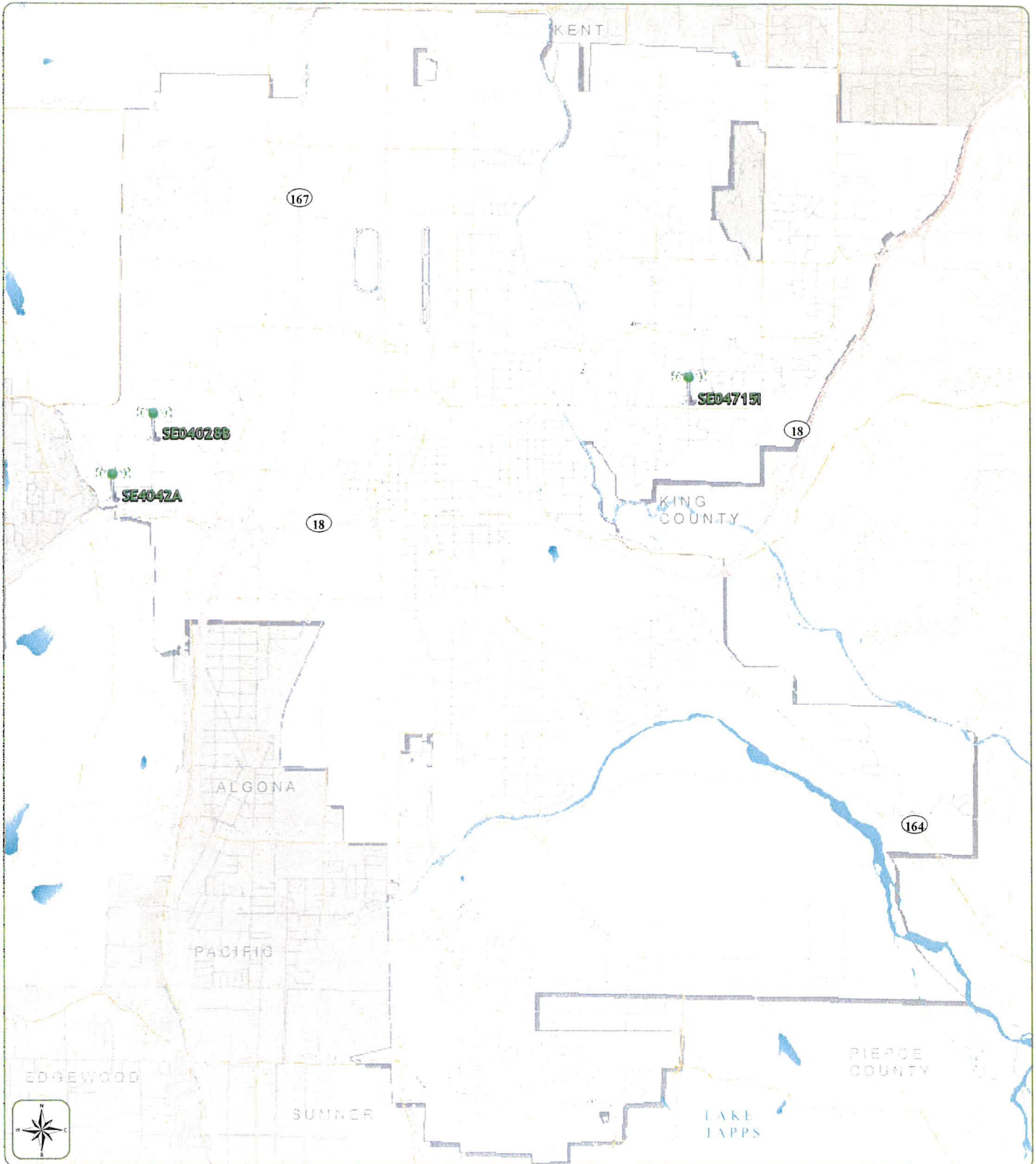
APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

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

Exhibit "A" - T-Mobile Franchise Area



T-Mobile Facilities

-  SE040288
-  SE04042A
-  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.

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.

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 Bethel 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:

NPDES Annual Report and Stormwater Management Program Plan (Gaub) (30 Minutes) (5:45 p.m.)

Date:

January 28, 2019

Department:

Public Works

Attachments:

[2018 NPDES Annual Report \(with included 2019 Stormwater Management Program Plan\)](#)

Budget Impact:

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

Administrative Recommendation:

For discussion only.

Background Summary:

The material to be presented at this study session initiates a 3-week public review and comment period associated with the City of Auburn's National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (Permit).

Background Summary: The City's NPDES Permit was issued by the Washington State Department of Ecology for the period 2013-2018. Ecology has opted to extend the Permit one year while preparing the next Permit. Conditions of the Permit include submittal of an Annual Report describing the NPDES activities completed during the previous year (2018), and development of a Stormwater Management Program Plan (SWMP Plan) for NPDES activities planned for the current year (2019).

The study session will include a discussion of the City's 2018 NPDES activities and its proposed 2019 NPDES activities and an accompanying PowerPoint presentation.

The City is to allow public input on the SWMP Plan as part of the Public Involvement and Participation requirements of the Permit. After the Study Session, the SWMP Plan will be posted on Auburn's website for public review and comment. A Public Hearing is being scheduled for the Council's March 4, 2019 meeting to receive public input on the SWMP Plan, and notice of the public hearing has been published in the newspaper. A resolution for adoption of the SWMP Plan will be presented for the City Council's consideration at the March 18, 2019 meeting. The annual report and the SWMP Plan must be submitted to Ecology by March 31, 2019.

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

Gaub

Meeting Date: February 11, 2019

Item Number:

Annual Report

Number	Permit Section	Question
1	S5.A.2	Attach updated annual Stormwater Management Program Plan (SWMP Plan). (S5.A.2) Saved Document Name: 2019 SWMP Plan Draft_1_01222019104054
2	S9.D.5	Attach a copy of any annexations, incorporations or boundary changes resulting in an increase or decrease in the Permittee's geographic area of permit coverage during the reporting period per S9.D.5. Not Applicable
3	S5.A.3	Implemented an ongoing program to gather, track, and maintain information per S5.A.3, including costs or estimated costs of implementing the SWMP. Yes
4	S5.A.5.b	Coordinated among departments within the jurisdiction to eliminate barriers to permit compliance. (S5.A.5.b) Yes
5	S5.C.1.a.i and ii	Attach description of public education and outreach efforts conducted per S5.C.1.a.i and ii. Saved Document Name: Auburn Question 5_5_01222019104342
6	S5.C.1.b	Created stewardship opportunities (or partnered with others) to encourage resident participation in activities such as those described in S5.C.1.b. Yes
8	S5.C.2.a	Describe the opportunities created for the public to participate in the decision making processes involving the development, implementation and updates of the Permittee's SWMP. (S5.C.2.a) Public comment is requested through advertisement in the newspaper and on the City's website. A public hearing is held at a City Council meeting.
9	S5.C.2.b	Posted the updated SWMP Plan and latest annual report on your website no later than May 31. (S5.C.2.b) Yes
9b	S5.C.2.b	List the website address. www.auburnwa.gov
10	S5.C.3.a.i - vi	Maintained a map of the MS4 including the requirements listed in S5.C.3.a.i.-vi. Yes
11	S5.C.3.b.v	Implemented a compliance strategy, including informal compliance actions as well as enforcement provisions of the regulatory mechanism described in S5.C.3.b. (S5.C.3.b.v) Yes
12	S5.C.3.b.vi	

Number	Permit Section	Question
		Updated, if necessary, the regulatory mechanism to effectively prohibit illicit discharges into the MS4 per S5.C.3.b.vi. (Required no later than February 2, 2018) Yes
12b		Cite the Prohibited Discharges code reference ACC 13.48.210
13	S5.C.3.c.i	Implemented procedures for conducting illicit discharge investigations in accordance with S5.C.3.c.i. Yes
13b	S5.C.3.c.i	Cite methodology Illicit Connection and Illicit Discharge Field Screening and Source Tracking Guidance Manual prepared for the Washington State Department of Ecology
14	S5.C.3.c.i	Percentage of MS4 coverage area screened in reporting year per S5.C.3.c.i. (Required to screen 40% of MS4 no later than December 31, 2017 (except no later than June 30, 2018 for the City of Aberdeen) and 12% on average each year thereafter. (S5.C.3) 40
15	S5.C.3.c.ii	List the hotline telephone number for public reporting of spills and other illicit discharges. (S5.C.3.c.ii) (253) 931-3048
15b	S5.C.3.c.ii	Number of hotline calls received. 30
16	S5.C.3.c.iii	Implemented an ongoing illicit discharge training program for all municipal field staff per S5.C.3.c.iii. Yes
17	S5.C.3.c.iv	Informed public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste. (S5.C.3.c.iv) Yes
17b	S5.C.3.c.iv	Describe the information sharing actions. (S5.C.3.c.iv) Contracted with ECOSSE to conduct pollution prevention outreach businesses in Auburn. The program served 108 businesses, 31% of which spoke English as a second language. Mailed "Rain Drain" postcards to two areas where evidence of illicit discharges were identified. 3 new and existing employees received Illicit Discharge Recognition and Reporting training.
18	S5.C.3.d	Implemented an ongoing program to characterize, trace, and eliminate illicit discharges into the MS4 per S5.C.3.d. Yes
19	S5.C.3.d.iv	Number of illicit discharges, including illicit connections, eliminated during the reporting year. (S5.C.3.d.iv) 21
20	S5.C.3.d.iv	Attach a summary of actions taken to characterize, trace and eliminate each illicit discharge found by or reported to the permittee. For each illicit discharge, include a description of actions according to required timeline per S5.C.3.d.iv

Number	Permit Section	Question
Saved Document Name: Question 20_20_01222019105620		
21	S5.C.3.e	Municipal illicit discharge detection staff are trained to conduct illicit discharge detection and elimination activities as described in S5.C.3.e. Yes
22	S5.C.4.a	Implemented an ordinance or other enforceable mechanism to address runoff from new development, redevelopment and construction sites per the requirements of S5.C.4.a. Yes
24	S5.C.4.a.i	Number of exceptions granted to the minimum requirements in Appendix 1. (S5.C.4.a.i., and Section 6 of Appendix 1) 0
25	S5.C.4.a.i	Number of variances granted to the minimum requirements in Appendix 1. (S5.C.4.a.i., and Section 6 of Appendix 1) 0
26	S5.C.4.b.i	Reviewed Stormwater Site Plans for all proposed development activities that meet the thresholds adopted pursuant to S5.C.4.a.i. (S5.C.4.b.i) Yes
26b	S5.C.4.b.i	Number of site plans reviewed during the reporting period. 133
27	S5.C.4.b.ii	Inspected, prior to clearing and construction, permitted development sites that have a high potential for sediment transport as determined through plan review based on definitions and requirements in Appendix 7 Determining Construction Site Sediment Damage Potential, or alternatively, inspected all construction sites meeting the minimum thresholds adopted pursuant to S5.C.4.a.i. (S5.C.4.b.ii) Yes
27b	S5.C.4.b.ii	Number of construction sites inspected per S5.C.4.b.ii. 159
28	S5.C.4.b.iii	Inspected permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. (S5.C.4.b.iii) Yes
28b	S5.C.4.b.iii	Number of construction sites inspected per S5.C.4.b.iii. 258
29	S5.C.4.b.ii, iii and	Number of enforcement actions taken during the reporting period (based on construction phase inspections at new development and redevelopment projects). (S5.C.4.b.ii, iii and v) 2
30	S5.C.4.b.iv	Inspected all permitted development sites that meet the thresholds in S5.C.4.a.i upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater facilities. (S5.C.4.b.iv) Yes
31	S5.C.4.b.ii-iv	Achieved at least 80% of scheduled construction-related inspections. (S5.C.4.b.ii-iv)

Number	Permit Section	Question
		Yes
32	S5.C.4.b.iv	Verified a maintenance plan is completed and responsibility for maintenance is assigned for projects. (S5.C.4.b.iv) Yes
33	S5.C.4.c	Implemented provisions to verify adequate long-term operation and maintenance (O&M) of stormwater treatment and flow control BMPs/facilities that are permitted and constructed pursuant to S5.C.4. a and b. (S5.C.4.c) Yes
35	S5.C.4.c.iii	Annually inspected stormwater treatment and flow control BMPs/facilities per S5.C.4.c.iii. Yes
35b	S5.C.4.c.iii	If using reduced inspection frequency for the first time during this permit cycle, attach documentation per S5.C.4.c.iii Not Applicable
36	S5.C.4.c.iv	Inspected new residential stormwater treatment and flow control BMPs/facilities and catch basins every 6 months per S5.C.4.c.iv to identify maintenance needs and enforce compliance with maintenance standards. Yes
37	S5.C.4.c.v	Achieved at least 80% of scheduled inspections to verify adequate long-term O&M. (S5.C.4.c.v) Yes
38	S4.C.4.c.vi	Verified that maintenance was performed per the schedule in S5.C.4.c.vi when an inspection identified an exceedance of the maintenance standard. Yes
38b	S5.C.4.c.vi	Attach documentation of any maintenance delays. (S5.C.4.c.vi) Not Applicable
39	S5.C.4.d	Provided copies of the Notice of Intent for Construction Activity and Notice of Intent for Industrial Activity to representatives of proposed new development and redevelopment. (S5.C.4.d) Yes
40	S5.C.4.e	All staff responsible for implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement are trained to conduct these activities. (S5.C.4.e) Yes
42	S5.C.4.g	Participated and cooperated with the watershed-scale stormwater planning process led by a Phase I county. (S5.C.4.g) Not Applicable
43	S5.C.5.a	Updated and implemented maintenance standards as protective, or more protective, of facility function as those specified in Chapter 4 of Volume V of the Stormwater Management Manual for Western Washington (as amended 2014). (Required no later than December 31, 2016, except no later than June 30, 2017 for Permittees in Lewis

Number	Permit Section	Question
		and Cowlitz counties, and no later than June 30, 2018 for the City of Aberdeen, S5.C.5.a).
		Yes
44	S5.C.5.a	Applied a maintenance standard that is not specified in the Stormwater Management Manual for Western Washington.
		Not Applicable
45	S5.C.5.a.ii	Performed timely maintenance per S5.C.5.a.ii.
		Yes
46	S5.C.5.b	Annually inspected all municipally owned or operated permanent stormwater treatment and flow control BMPs/facilities. (S5.C.5.b)
		Yes
46b	S5.C.5.b	Number of known municipally owned or operated stormwater treatment and flow control BMPs/facilities. (S5.C.5.b)
		611
46c	S5.C.5.b	Number of facilities inspected during the reporting period. (S5.C.5.b)
		604
46d	S5.C.5.b	Number of facilities for which maintenance was performed during the reporting period. (S5.C.5.b)
		66
47	S5.C.5.b	If using reduced inspection frequency for the first time during this permit cycle, attach documentation per S5.C.5.b.
		Not Applicable
48	S5.C.5.c	Conducted spot checks and inspections (if necessary) of potentially damaged stormwater facilities after major storms as per S5.C.5.c.
		Yes
49	S5.C.5.d	Inspected all municipally owned or operated catch basins and inlets as per S5.C.5.d, or used an alternative approach. (Required once no later than August 1, 2017 and every two years thereafter, except once no later than June 30, 2018 and every two years thereafter for the City of Aberdeen)
		Yes
49b	S5.C.5.d	Number of known catch basins.
		9903
49c	S5.C.5.d	Number of catch basins inspected during the reporting period.
		6296
49d	S5.C.5.d	Number of catch basins cleaned during the reporting period.
		1289
50	S5.C.5.d.i-ii	Attach documentation of alternative catch basin cleaning approach, if used. (S5.C.5.d.i or ii)
		Not Applicable

Number	Permit Section	Question
51	S5.C.5.f	Implemented practices, policies and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the Permittee, and road maintenance activities under the functional control of the Permittee. (S5.C.5.f) Yes
52	S5.C.5.g	Implemented an ongoing training program for Permittee employees whose primary construction, operations or maintenance job functions may impact stormwater quality. (S5.C.5.g.) Yes
53	S5.C.5.h	Implemented a Stormwater Pollution Prevention Plan for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the Permittee in areas subject to this Permit that are not required to have coverage under an NPDES permit that covers stormwater discharges associated with the activity. (S5.C.5.h) Yes
54	S7.A	Complied with the Total Maximum Daily Load (TMDL)-specific requirements identified in Appendix 2. (S7.A) Yes
55	S7.A	For TMDLs listed in Appendix 2: Attach a summary of relevant SWMP and Appendix 2 activities to address the applicable TMDL parameter(s). (S7.A) Saved Document Name: Auburn Question 55_55_01222019110450
56	S8.A	Attach a description of any stormwater monitoring or stormwater-related studies as described in S8.A. Not Applicable
57	S8.B.1	Participated in cost-sharing for the regional stormwater monitoring program (RSMP) for status and trends monitoring. (S8.B.1) Yes
58	S8.C.1	Participated in cost-sharing for the regional stormwater monitoring program (RSMP) for effectiveness studies. (S8.C.1) (Required to begin no later than August 15, 2014) Yes
59	S8.D.1	Contributed to the RSMP for source identification and diagnostic monitoring information repository in accordance with S8.D.1. (Required to begin no later than August 15, 2014) Yes
60	G3	Notified Ecology in accordance with G3 of any discharge into or from the Permittees MS4 which could constitute a threat to human health, welfare or the environment. (G3) Yes
61	G3	Number of G3 notifications provided to Ecology. 11
62	G3.A	Took appropriate action to correct or minimize the threat to human health, welfare, and/or the environment per G3.A. Yes
63	S4.F.1	

Number	Permit Section	Question
		Notified Ecology within 30 days of becoming aware that a discharge from the Permittee's MS4 caused or contributed to a known or likely violation of water quality standards in the receiving water. (S4.F.1) Yes
64	S4.F.3.a	If requested, submitted an Adaptive Management Response report in accordance with S4.F.3.a. Not Applicable
65	S4.F.3.d	Attach a summary of the status of implementation of any actions taken pursuant to S4.F.3 and the status of any monitoring, assessment, or evaluation efforts conducted during the reporting period. (S4.F.3.d) Not Applicable
66	G20	Notified Ecology of the failure to comply with the permit terms and conditions within 30 days of becoming aware of the non-compliance. (G20) Not Applicable
67	G20	Number of non-compliance notifications (G20) provided in reporting year. 0
67b	G20	List the permit conditions described in non-compliance notification(s). Not Applicable

Attachments:

View Files Attached to Submission

	DocDescr	DocName	DocExt	DocID	SubID	AppName
View	WAR045502_1_01222019104054	2019 SWMP Plan Draft_1_01222019104054	.docx	760849	1659561	wqwebportal
View	WAR045502_5_01222019104342	Auburn Question 5_5_01222019104342	.doc	760852	1659561	wqwebportal
View	WAR045502_55_01222019110450	Auburn Question 55_55_01222019110450	.docx	760861	1659561	wqwebportal
View	WAR045502_20_01222019105620	Question 20_20_01222019105620	.xlsx	760860	1659561	wqwebportal

Close

CITY OF AUBURN
2019 STORMWATER MANAGEMENT
PROGRAM PLAN

City of Auburn, WA
March 2019

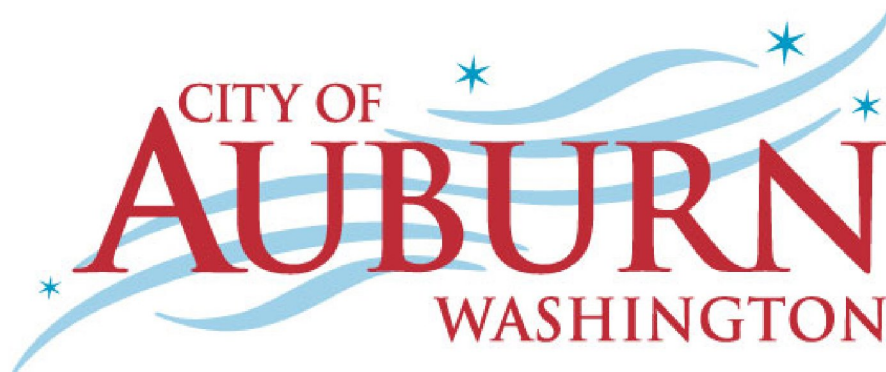


TABLE OF CONTENTS

1. INTRODUCTION.....	1
1.1 Overview.....	1
1.2 Regulatory Background	1
1.3 City of Auburn Regulated Area	2
1.4 SWMP Implementation Responsibilities	2
1.5 Document Organization	2
2. STORMWATER MANAGEMENT PROGRAM ADMINISTRATION	4
2.1 Permit Requirements	4
2.2 Planned 2019 Compliance Activities.....	4
3. PUBLIC EDUCATION AND OUTREACH	5
3.1 Permit Requirements	5
3.2 Planned 2019 Compliance Activities.....	5
4. PUBLIC INVOLVEMENT AND PARTICIPATION	7
4.1 Permit Requirements	7
4.2 Planned 2019 Compliance Activities.....	7
5. ILLICIT DISCHARGE DETECTION AND ELIMINATION.....	8
5.1 Permit Requirements	8
5.2 Planned 2019 Compliance Activities.....	8
6. CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT, AND CONSTRUCTION SITES..	10
6.1 Permit Requirements	10
6.2 Planned 2019 Compliance Activities.....	11
7. MUNICIPAL OPERATIONS AND MAINTENANCE	12
7.1 Permit Requirements	12
7.2 Planned 2019 Compliance Activities.....	13
8. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS	14
8.1 Planned 2019 Compliance Activities.....	15
9. MONITORING.....	16
9.1 Permit Requirements	16
9.2 Planned 2019 Compliance Activities.....	16
APPENDIX A	17

LIST OF TABLES

Table 2-1. 2019 Stormwater Management Administration Program Work Plan	4
Table 3-1. 2019 Public Education and Outreach Work Plan	6
Table 4-1. 2019 Public Involvement and Participation Work Plan.....	7
Table 5-1. 2019 Illicit Discharge Detection and Elimination Work Plan.....	8
Table 6-1. 2019 Controlling Runoff from Development, Redevelopment, and Construction Sites Work Plan.....	11
Table 7-1. 2019 Municipal Operations and Maintenance Work Plan	13
Table 8-1. 2019 Compliance with TMDL Load Requirements Work Plan	15
Table 9-1. 2019 Water Quality Monitoring Work Plan	16

CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

1. INTRODUCTION

1.1 Overview

This document presents the City of Auburn's Stormwater Management Program (SWMP). Preparation and maintenance of this SWMP Plan is required by the Washington State Department of Ecology (Ecology) as a condition of the Western Washington Phase II Municipal Stormwater Permit (the Phase II Permit). The Phase II permit covers discharges from regulated small municipal separate storm sewer systems (MS4s). The SWMP Plan is intended to inform the public of the planned SWMP activities for the upcoming year.

The permit to discharge stormwater is designed to reduce the discharge of pollutants, protect water quality, and meet the requirements of the federal Clean Water Act.

Appendix A includes acronyms and definitions from the Permit to help the reader understand the City's Stormwater Management Program.

1.2 Regulatory Background

The National Pollutant Discharge Elimination System (NPDES) permit program is a requirement of the federal Clean Water Act, which is intended to protect and restore waters for "fishable, swimmable" uses. The federal Environmental Protection Agency (EPA) has delegated permit authority to state environmental agencies, and these agencies can set permit conditions in accordance with and in addition to the minimum federal requirements. In Washington, the NPDES-delegated permit authority is the Washington State Department of Ecology (Ecology).

In Washington, municipalities with a population of over 100,000 are designated as Phase I communities and must comply with Ecology's Phase I NPDES Municipal Stormwater Permit. Auburn's population is below the 100,000 threshold, so the City must comply with the Phase II Municipal Stormwater Permit. About 100 other municipalities in Washington must also comply with the Phase II Permit, as operators of small municipal separate storm sewer systems (MS4s). Ecology's Phase II Municipal Stormwater Permit is available on Ecology's website at

[https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwat-\(1\)](https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwat-(1))

The Permit allows municipalities to discharge stormwater runoff from municipal drainage systems into the state's water bodies (e.g., streams, rivers, lakes, wetlands, and aquifers) as long as municipalities implement programs to protect water quality by reducing the discharge of "non-point source" pollutants to the "maximum extent practicable" (MEP) through application of Permit-specified "best management practices" (BMPs). The BMPs specified in the Permit are collectively referred to as the Stormwater Management Program (SWMP) and grouped under the following Program components:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination

- Controlling Runoff from New Development, Redevelopment, and Construction Sites
- Municipal Operations and Maintenance

In addition to the SWMP components the Permit contains special conditions covering:

- Compliance with Total Maximum Daily Load requirements
- Monitoring and Assessment
- Reporting Requirements

The Permit issued by Ecology became effective on August 1, 2013, was modified January 16, 2014 and was to expire on July 31, 2018. **Ecology opted to extend the Permit for one year as they prepared the new permit conditions. In accordance with WAC 173-226-220(3), the 2013 – 2018 permit will remain in effect during the extension.** The Permit requires the City to submit an annual report no later than March 31st of each year on progress in SWMP implementation. The Permit also requires submittal of a SWMP Plan which describes proposed SWMP activities for the current calendar year. The SWMP Plan is to be updated annually and be included in the submittal of the previous year's annual report.

1.3 City of Auburn Regulated Area

The Western Washington Phase II Permit applies to operators of regulated small MS4s that discharge stormwater to waters of Washington State located west of the crest of the Cascade Range (west of the eastern boundaries of Whatcom, Skagit, Snohomish, King, Pierce, Lewis and Skamania counties). For cities, the Permit requirements extend to those areas of each City that drain to MS4s. Most of Auburn drains to MS4s that ultimately discharge into the Green River, the White River, or Mill Creek. In addition, some portions of the City drain to public infiltration facilities where the stormwater soaks into the ground.

1.4 SWMP Implementation Responsibilities

The Utilities Engineering Division in the Public Works Department coordinates the overall administration of efforts to comply with Permit requirements. The work plan tables in each Chapter provide the lead departments for the associated task. Other major departments/divisions included in the 2019 SWMP implementation are the Maintenance and Operations (M&O) Division of the Public Works Department, Community Development (CD), Human Resources (HR), Permit Center, Innovation and Technology (IT), and Parks.

1.5 Document Organization

The contents of this document are based upon Permit requirements and Ecology's "Guidance for City and County Annual Reports for Western Washington, Phase II Municipal Stormwater General Permits." The program components of this SWMP are organized as listed in the Permit:

- **Section 2.0** addresses administering the City's Stormwater Management Program.
- **Section 3.0** addresses public education and outreach.
- **Section 4.0** addresses public involvement and participation.
- **Section 5.0** addresses illicit discharge detection and elimination.
- **Section 6.0** addresses controlling runoff from new development, redevelopment, and construction sites.
- **Section 7.0** addresses municipal operations and maintenance.

- **Section 8.0** addresses compliance with TMDL requirements.
- **Section 9.0** addresses monitoring.

Each section includes a summary of the relevant Permit requirements and a table showing the planned activities for 2019. This document also includes acronyms and definitions in Appendix A for easy reference.

CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

2. STORMWATER MANAGEMENT PROGRAM ADMINISTRATION

This section of the SWMP describes Permit requirements related to overall Stormwater Management Program administration, and planned compliance activities for 2019.

2.1 Permit Requirements

The Permit (Section S5.A) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Develop and implement a Stormwater Management Program (SWMP) and prepare written documentation (SWMP Plan) for submittal to Ecology by March 31 of each year. The purpose of the SWMP is to reduce the discharge of pollutants from the municipal stormwater system to the maximum extent practicable and thereby protect water quality. The SWMP Plan is intended to inform the public of the planned SWMP activities for the upcoming calendar year, including any actions to meet the requirements of S7 Compliance with Total Maximum Daily Load Requirements, and S8 Monitoring.
- Implement a program for gathering, tracking, maintaining, and using information to evaluate SWMP development, implementation and permit compliance and to set priorities.
- Coordinate with other permittees on stormwater related policies programs, and projects within adjacent or shared areas.
- Coordinate between City departments to eliminate barriers to compliance with the terms of the permit.

2.2 Planned 2019 Compliance Activities

Auburn has positioned itself to maintain compliance. Table 2-1 presents the proposed work plan for the 2019 SWMP administration activities.

Table 2-1. 2019 Stormwater Management Administration Program Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
SWMP-1	Revise and update the City's Stormwater Management Program Plan (SWMP Plan) to identify planned SWMP activities for 2019.	Utilities Engineering	The SWMP submittal is due by March 31st of each year.
SWMP-2	Track program element implementation.	Utilities Engineering	Annual Reporting is due by March 31st of each year.

CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

3. PUBLIC EDUCATION AND OUTREACH

This section describes the Permit requirements related to public education and outreach, and planned compliance activities for 2019.

3.1 Permit Requirements

The Permit (Section S5.C.1) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Prioritize and target education and outreach activities to specified audiences, including the general public, businesses, residents/homeowners, landscapers, property managers, engineers, contractors, developers, and land use planners to build general awareness and to effect behavior change with the intent to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts.
- Have an outreach program that is designed to improve the target audience's understanding of the problem and what they can do to solve it.
- Create and/or partner with existing organizations to encourage residents to participate in stewardship opportunities.
- Measure the understanding and adoption of the targeted behaviors for at least one target audience in at least one subject area. Use the resulting measurements to direct education and outreach resources most effectively.
- Track and maintain records of public education and outreach activities.

3.2 Planned 2019 Compliance Activities

The City plans to continue the program that has been developed over the permit cycle. The target audiences include:

- The general public
- Businesses (including home-based and mobile businesses)
- Residents/homeowners
- Landscapers
- Property managers
- Engineers, contractors, developers and land use planners

Table 3-1 presents the work plan for the 2019 SWMP public education and outreach activities.

Table 3-1. 2019 Public Education and Outreach Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
EDUC-1	Continue collaboration with other NPDES municipalities through Stormwater Outreach for Regional Municipalities (STORM) and Puget Sound Starts Here efforts to promote regional education and outreach programs.	Utilities Engineering	Refinements to existing public education and outreach activities are on-going.
EDUC-2	Refine education and outreach strategy to supplement existing education activities. An example would be evaluating the current pet waste cleanup education strategy to determine whether more frequent outreach is required.	Utilities Engineering	
EDUC-3	Implement new or modify existing education and outreach activities. An example would be modifying the school classroom education program.	Utilities Engineering	
EDUC-4	Staff training related to Surface Water Management Manual Implementation/Technical Standards: • Permitting • Plan Review • Site Inspections • Maintenance Standards.	Community Development and Public Works Departments	
EDUC-4a	Continue to educate city staff and elected officials on Low Impact Development stormwater management techniques.	Public Works and Community Development Departments	Ongoing
EDUC-4b	Educate the general public and developers to develop a common level of knowledge related to Low Impact Development stormwater management principles and techniques.	Public Works and Community Development Departments	Ongoing
EDUC-5	Inform public employees, businesses and the general public of the hazards associated with illegal discharges and improper disposal of waste.	Utilities Engineering	Ongoing
EDUC-6	Provide stewardship opportunities such as planting native plants and invasive species removal at the Auburn Environmental park.	Community Development Department	Ongoing

CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

4. PUBLIC INVOLVEMENT AND PARTICIPATION

This section describes the Permit requirements related to public involvement and participation, and planned compliance activities for 2019.

4.1 Permit Requirements

The Permit (Section S5.C.2) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Provide ongoing opportunities for public involvement and participation through advisory boards or commissions, public hearings, watershed committees, public participation in developing rate structures and budgets, or other similar activities. The public must be able to participate in the decision-making processes, including development, implementation, and update of the SWMP.
- Make the SWMP Plan and Annual Compliance Report available to the public, by posting on the City's website. Make any other documents required to be submitted to Ecology in response to Permit conditions available to the public.

4.2 Planned 2019 Compliance Activities

The City of Auburn has a history of including the public in decision making. Table 4-1 below presents the work plan for the 2019 SWMP public involvement and participation activities.

Table 4-1. 2019 Public Involvement and Participation Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
PI-1	Provide public involvement opportunities for annual SWMP update.	Utilities Engineering	Public involvement opportunities will be available before the March 31, 2019 submittal.
PI-2	Make SWMP document Report available to public by posting on the City website.	Utilities Engineering	

CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

5. ILLICIT DISCHARGE DETECTION AND ELIMINATION

This section describes the Permit requirements related to illicit discharge detection and elimination (IDDE), and planned compliance activities for 2019.

5.1 Permit Requirements

The Permit (Section S5.C.3) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement an ongoing program to detect and remove illicit discharges, connections, and improper disposal, including any spills into the municipal separate storm sewers owned or operated by the City.
- Maintain a storm sewer system map, have ordinances that prohibit illicit discharges, and implement an ongoing program to detect and address illicit discharges.
- Publicly list and publicize a hotline or other local telephone number for public reporting of spills and other illicit discharges. Track illicit discharge reports and actions taken in response through close-out, including enforcement actions.
- Inform public employees, businesses and the general public of hazards associated with illegal discharges and improper disposal of waste.
- Train staff on proper IDDE response SOPs and train municipal field staff to recognize and report illicit discharges.
- Summarize all illicit discharges and connections reported to the City and response actions taken, including enforcement actions, in the Annual Compliance Report; identify any updates to the SWMP.

5.2 Planned 2019 Compliance Activities

Table 5-1 presents the work plan for 2019 SWMP illicit discharge detection and elimination activities.

Table 5-1. 2019 Illicit Discharge Detection and Elimination Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
IDDE-1	Continue to implement City-wide IDDE Program and develop any necessary supplemental IDDE activities. Enforce ACC 13.48.210 using education and technical support as a first action and escalating code enforcement as needed. Publicize a phone number for public reporting of spills and illicit discharges.	Utilities Engineering	Ongoing
IDDE-2	Continue to review and update storm system map to address data gaps and Permit requirements.	Utilities Engineering/IT	Ongoing

IDDE-3	Provide IDDE training to new hires in Utility Engineering and Maintenance & Operations.	Utilities Engineering	Ongoing
IDDE-4	Perform IDDE field screening of at least 12% of MS4 annually.	Utilities Engineering and M&O	Ongoing

CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

6. CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT, AND CONSTRUCTION SITES

This section describes the Permit requirements related to controlling runoff from new development, redevelopment, and construction sites, and planned compliance activities for 2019.

6.1 Permit Requirements

The Permit (Section S5.C.4) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement, and enforce a program to reduce pollutants in stormwater runoff (i.e., illicit discharges) to the municipal separate storm sewer system from new development, redevelopment, and construction site activities. The program must apply to both private and public projects, including roads, and address all construction/development-associated pollutant sources.
- Have adopted regulations (codes and standards), plan review, inspection, and escalating enforcement SOPs necessary to implement the program in accordance with Permit conditions, including the minimum technical requirements in Appendix 1 of the Permit by December 31, 2016.
- Review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require Low Impact Development (LID) principles and LID best management practices (BMPs) with the intent of making LID the preferred and commonly-used approach to site development by December 31, 2016.
- Participate in watershed-scale stormwater planning under condition S5.C.4.c of the Phase I Municipal Stormwater General Permit if required.
- Have adopted regulations (codes and standards) and processes to verify adequate long-term operations and maintenance of new post-construction permanent stormwater facilities and BMPs in accordance with Permit conditions, including an annual inspection frequency and/or approved alternative inspection frequency and maintenance standards for private drainage systems as protective as those in Chapter 4 of Volume V of the 2012 Ecology Stormwater Management Manual for Western Washington by December 31, 2016.
- Provide copies of the Notice of Intent (NOI) for construction or industrial activities to representatives of the proposed new development and redevelopment.
- Provide training to staff on the new codes, standards, and SOPs and create public education and outreach materials.
- Record and maintain records of all inspections and enforcement actions by staff.
- Summarize annual activities for the “Controlling Runoff” component of the Annual Compliance Report; identify any updates to the SWMP.

6.2 Planned 2019 Compliance Activities

The City has a program to help reduce stormwater runoff from new development and construction sites. Table 6-1 presents the work plan for 2019 SWMP activities related to runoff control for new development, redevelopment, and construction sites.

Table 6-1. 2019 Controlling Runoff from Development, Redevelopment, and Construction Sites Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
CTRL-1	Track and report construction, new development, and redevelopment permits, inspections and enforcement actions.	Community Development/ Permit Center	On-going
CTRL-1a	Prior to clearing and construction, inspect all permitted development sites that have a high potential for sediment transport.	Construction	On-going
CTRL-1b	Inspect all permitted development sites during construction.	Construction	On going
CTRL-1c	Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy.	Construction	Ongoing
CTRL-1d	Inspect all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six months until 90% of the lots are constructed or construction has stopped and site is fully stabilized.	Construction	Ongoing
CTRL-2	Conduct annual inspection of all treatment and flow control BMPs/facilities (other than catch basins) – i.e., private systems.	Utilities Engineering	On-going
CTRL-6	Provide copies of the "Notice of Intent for Construction Activity" and copies of the "Notice of Intent for Industrial Activity" to representatives of proposed new development and redevelopment.	Permit Center	Ongoing
CTRL-7	Enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.	Construction and Code Enforcement	Ongoing

CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

7. MUNICIPAL OPERATIONS AND MAINTENANCE

This section describes the Permit requirements related to municipal operations and maintenance, and planned compliance activities for 2019.

7.1 Permit Requirements

The Permit (Section S5.C.5) requires the City to fulfill the following actions during the 5-year Permit cycle:

- Implement an O&M program, with the ultimate goal of preventing or reducing pollutant runoff from municipal separate stormwater system and municipal O&M activities.
- Implement maintenance standards for the municipal separate stormwater system that are at least as protective as those specified in the 2012 Stormwater Management Manual for Western Washington as amended in 2014.
- Conduct annual inspection of all municipally owned or operated permanent stormwater treatment and flow control BMPs/facilities and perform maintenance as needed to comply with maintenance standards.
- Inspect all catch basins and inlets owned or operated by the City at least once no later than August 1, 2017 and every two years thereafter. Clean the catch basins if inspections indicate cleaning is needed to comply with maintenance standards.
- Check treatment and flow control facilities after major storms and perform repairs as needed in accordance with adopted maintenance standards.
- Have SOPs in place to reduce stormwater impacts associated with runoff from municipal O&M activities, including but not limited to streets, parking lots, roads, or highways owned or maintained by the City, and to reduce pollutants in discharges from all lands owned or maintained by the City.
- Train staff to implement the SOPs and document the training.
- Prepare Stormwater Pollution Prevention Plans (SWPPPs) for all heavy equipment maintenance or storage yards identified for year-round facilities or yards, and material storage facilities owned or operated by the City.
- Summarize annual activities for the “Pollution Prevention and Operations and Maintenance for Municipal Operations” component of the Annual Compliance Report; identify any updates to the SWMP.

7.2 Planned 2019 Compliance Activities

Table 7-1 presents the work plan for 2019 SWMP activities related to municipal operations and maintenance.

Table 7-1. 2019 Municipal Operations and Maintenance Work Plan			
Task ID	Task Description	Responsible	Schedule Notes
MOM-1	Conduct annual inspection of all treatment and flow control (other than catch basins) in the public system and perform maintenance as triggered by the maintenance standards.	Public Works Department	On-going
MOM-2	Continue catch basin inspections at a rate that ensures all catch basins are inspected every two years.	M&O	On-going
MOM-2a	Clean catch basin as needed based on inspection results.	M&O	Ongoing
MOM-3	Perform street sweeping to reduce the amount of street waste that enters the storm drainage conveyance system.	M&O	Ongoing
MOM-4	Implement SWPPPs at M&O, Parks-GSA, Cemetery	M&O Parks Cemetery	Ongoing
MOM-5	Implement Low Impact Development maintenance standards, levels of service and inspection procedures adopted in 2016.	Public Works and Parks Departments	Ongoing

CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

8. COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD REQUIREMENTS

The federal Clean Water Act requires that Ecology establish “Total Maximum Daily Loads” (TMDL) for rivers, streams, lakes, and marine waters that don’t meet water quality standards. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards. After the TMDL has been calculated for a given water body, Ecology determines how much each source must reduce its discharges of the pollutant in order bring the water body back into compliance with the water quality standards. TMDL requirements are included in the stormwater NPDES permits for discharges into affected water bodies.

Stormwater discharges covered under this Permit are required to implement actions necessary to achieve the pollutant reductions called for in applicable TMDLs. Applicable TMDLs are those approved by the EPA before the issuance date of the Permit or which have been approved by the EPA prior to the issue date of the Permit or the date Ecology issues coverage under the Permit, whichever is later. Information on Ecology’s TMDL program is available on Ecology’s website at <https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Total-Maximum-Daily-Load-process>.

In accordance with Permit condition S7 Compliance with Total Maximum Daily Load Requirements the City must comply with the following TMDL.

Name of TMDL	Puyallup Watershed Water Quality Improvement Project
Document(s) for TMDL	<i>Puyallup River Watershed Fecal Coliform Total Maximum Daily Load – Water Quality Improvement Report and Implementation Plan</i> , June 2011, Ecology Publication No. 11-10-040. https://fortress.wa.gov/ecy/publications/SummaryPages/1110040.html
Location of Original 303(d) Listings	Puyallup River 16712, 7498, White River 16711, 16708, 16709, Clear Creek 7501, Swan Creek 7514, Boise Creek 16706
Area Where TMDL Requirements Apply	Requirements apply in all areas regulated under the Permittee’s municipal stormwater permit and discharging to water bodies listed within the specific requirement in this TMDL section.
Parameter	Fecal Coliform
EPA Approval Date	September 2011
MS4 Permittee	Phase I Permit: King County, Pierce County Phase II Permit: Auburn, Edgewood, Enumclaw, Puyallup, Sumner

Actions required of the City under this TMDL include:

- Beginning no later than October 1, 2013, conduct twice monthly wet weather sampling of stormwater discharges to the White River at Auburn Riverside High School to determine if specific discharges from Auburn's MS4 exceed the water quality criteria for fecal coliform bacteria.
 - Data shall be collected for one wet season.
 - Data shall be collected in accordance with an Ecology-approved QAPP.
 - Data collected since EPA TMDL approval can be used to meet this requirement.

These actions have been completed.

- For any of the outfalls monitored, showing discharges that exceed water quality criteria for primary contact recreation: designate those areas discharging via the MS4 of concern as high priority areas for illicit discharge detection and elimination efforts and implement the schedules and activities identified in S5.C.3 of the Western Washington Phase II permit for response to any illicit discharges found beginning no later than August 1, 2014.

This action has been completed.

- Install and maintain pet waste education and collection stations at municipal parks and other Permittee owned and operated lands adjacent to streams. Focus on locations where people commonly walk their dogs.

8.1 Planned 2019 Compliance Activities

Table 8-1 presents the work plan for 2019 SWMP activities related to TMDL requirement compliance.

Table 8-1. 2019 Compliance with TMDL Load Requirements			
Task ID	Task Description	Responsible	Schedule Notes
TMDL - 1	Include summary of activities conducted in TMDL area to address TMDL parameter (fecal coliform) with annual report to Ecology.	Utilities Engineering	March 31, 2019
TMDL-2	Maintain pet waste education and collection stations at municipal parks and other public lands adjacent to the White River and its tributaries.	Parks Department	On-going

CITY OF AUBURN 2019 STORMWATER MANAGEMENT PROGRAM PLAN

9. MONITORING

This section describes the Permit requirements related to water quality monitoring, and planned compliance activities for 2019.

9.1 Permit Requirements

The Permit (Section S8) requires the City to either conduct Status and Trends Monitoring, and Effectiveness Studies, or pay annually into a collective fund to implement monitoring through the Regional Stormwater Monitoring Program (RSMP). The RSMP was renamed in 2017 and is now called SAM (Stormwater Action Monitoring), other than a new name the program remains the same. The City committed in 2013 to pay \$45,096.00 annually into the collective RSMP monitoring fund for both Status and Trends Monitoring and Effectiveness Studies.

All permittees are required to pay into the RSMP to implement the RSMP Source Identification Information Repository (SIDIR). Auburn's annual payment will be \$2,614.00.

During the one year permit extension these payments will remain the same and are due to the Department of Ecology by August 15th each year.

The City is required to provide the following monitoring and/or assessment data in each annual report:

- A description of any stormwater monitoring or studies conducted by the City during the reporting period. If stormwater monitoring was conducted on behalf of the City, or if studies or investigations conducted by other entities were reported to the City, a brief description of the type of information gathered or received shall be included in the annual report.

9.2 Planned 2019 Compliance Activities

Table 9-1 presents the work plan for 2019 SWMP monitoring activities.

Table 9-1. 2019 Water Quality Monitoring Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
MNTR -1	Pay \$47,710.00 annually into the RSMP collective fund for implementation of Status and Trends Monitoring, Effectiveness Studies, and the Source Identification Information Repository.	Utilities Engineering	Annual payment due by August 15 th .

APPENDIX A

Acronyms and Definitions

The following definitions and acronyms are taken directly from the Phase II Permit and are reproduced here for the reader's convenience.

40 CFR means Title 40 of the Code of Federal Regulations, which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

AKART means all known, available, and reasonable methods of prevention, control and treatment. See also State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

All known, available and reasonable methods of prevention, control and treatment refers to the State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

Applicable TMDL means a TMDL which has been approved by EPA on or before the issuance date of this Permit, or prior to the date that Ecology issues coverage under this Permit, whichever is later.

Beneficial Uses means uses of waters of the state which include but are not limited to use for domestic, stock watering, industrial, commercial, agricultural, irrigation, mining, fish and wildlife maintenance and enhancement, recreation, generation of electric power and preservation of environmental and aesthetic values, and all other uses compatible with the enjoyment of the public waters of the state.

Best Management Practices are the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

BMP means Best Management Practice.

Bypass means the diversion of stormwater from any portion of a stormwater treatment facility.

Census defined urban area means Urbanized Area.

Circuit means a portion of a MS4 discharging to a single point or serving a discrete area determined by traffic volumes, land use, topography or the configuration of the MS4.

Component or Program Component means an element of the Stormwater Management Program listed in S5 Stormwater Management Program for Cities, Towns, and Counties or S6 Stormwater Management Program for Secondary Permittees, S7 Compliance with Total Maximum Daily Load Requirements, or S8 Monitoring of this permit.

Conveyance system means that portion of the municipal separate storm sewer system designed or used for conveying stormwater.

Co-Permittee means an owner or operator of an MS4 which is in a cooperative agreement with at least one other applicant for coverage under this permit. A Co-Permittee is an owner or operator of a regulated MS4 located within or in proximity to another regulated MS4. A Co-Permittee is only responsible for permit conditions relating to discharges from the MS4 the Co-Permittee owns or operates. See also 40 CFR 122.26(b)(1)

CWA means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. (6-483 and Pub. L. 97-117, 33 U.S.C. 1251 et.seq).

Director means the Director of the Washington State Department of Ecology, or an authorized representative.

Discharge Point means the location where a discharge leaves the Permittee's MS4 through the Permittee's MS4 facilities/BMPs designed to infiltrate.

Entity means a governmental body, or a public or private organization.

EPA means the U.S. Environmental Protection Agency.

General Permit means a permit which covers multiple dischargers of a point source category within a designated geographical area, in lieu of individual permits being issued to each discharger.

Ground water means water in a saturated zone or stratum beneath the surface of the land or below a surface water body. Refer to chapter 173-200 WAC.

Hazardous substance means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or WAC 173-303-100.

Heavy equipment maintenance or storage yard means an uncovered area where any heavy equipment, such as mowing equipment, excavators, dump trucks, backhoes, or bulldozers are washed or maintained, or where at least five pieces of heavy equipment are stored on a long-term basis.

Highway means a main public road connecting towns and cities.

Hydraulically near means runoff from the site discharges to the sensitive feature without significant natural attenuation of flows that allows for suspended solids removal. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

Hyperchlorinated means water that contains more than 10 mg/Liter chlorine.

Illicit connection means any infrastructure connection to the MS4 that is not intended, permitted or used for collecting and conveying stormwater or non-stormwater discharges allowed as specified in this

permit (S5.C.3 and S6.D.3). Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the MS4.

Illicit discharge means any discharge to a MS4 that is not composed entirely of stormwater or of non-stormwater discharges allowed as specified in this permit (S5.C.3 and S6.D.3).

Impervious surface means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or stormwater areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

Land disturbing activity means any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity. Vegetation maintenance practices, including landscape maintenance and gardening, are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

LID means Low Impact Development.

LID BMP means low impact development best management practices.

LID Principles means land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

Low Impact Development means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

Low impact development best management practices means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

Material Storage Facilities means an uncovered area where bulk materials (liquid, solid, granular, etc.) are stored in piles, barrels, tanks, bins, crates, or other means.

Maximum Extent Practicable refers to paragraph 402(p)(3)(B)(iii) of the federal Clean Water Act which reads as follows: Permits for discharges from municipal storm sewers shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques, and system, design, and engineering methods, and other such provisions as the Administrator or the State determines appropriate for the control of such pollutants.

MEP means Maximum Extent Practicable.

MS4 means municipal separate storm sewer system.

Municipal Separate Storm Sewer System means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of Washington State.
- (ii) Designed or used for collecting or conveying stormwater.
- (iii) Which is not a combined sewer;
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.; and
- (v) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to 40 CFR 122.26.

National Pollutant Discharge Elimination System means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

Native vegetation means vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site. Examples include trees such as Douglas Fir, western hemlock, western red cedar, alder, big-leaf maple; shrubs such as willow, elderberry, salmonberry, and salal; and herbaceous plants such as sword fern, foam flower, and fireweed.

New development means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development. Refer to Appendix 1 for a definition of hard surfaces.

New Permittee means a city, town, or county that is subject to the *Western Washington Municipal Stormwater General Permit* and was not subject to the permit prior to August 1, 2013.

New Secondary Permittee means a Secondary Permittee that is covered under a municipal stormwater general permit and was not covered by the permit prior to August 1, 2013.

NOI means Notice of Intent.

Notice of Intent means the application for, or a request for coverage under a General Permit pursuant to WAC 173-226-200.

Notice of Intent for Construction Activity means the application form for coverage under the

Construction Stormwater General Permit.

Notice of Intent for Industrial Activity means the application form for coverage under the *General Permit for Stormwater Discharges Associated with Industrial Activities*.

NPDES means National Pollutant Discharge Elimination System.

Outfall means a point source as defined by 40 CFR 122.2 at the point where a discharge leaves the Permittee's MS4 and enters a surface receiving waterbody or surface receiving waters. Outfall does not include pipes, tunnels, or other conveyances which connect segments of the same stream or other surface waters and are used to convey primarily surface waters (i.e., culverts).

Permeable pavement means pervious concrete, porous asphalt, permeable pavers or other forms of pervious or porous paving material intended to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

Permittee unless otherwise noted, the term "Permittee" includes city, town, or county Permittee, Co-Permittee, New Permittee, Secondary Permittee, and New Secondary Permittee.

Physically Interconnected means that one MS4 is connected to another storm sewer system in such a way that it allows for direct discharges to the second system. For example, the roads with drainage systems and municipal streets of one entity are physically connected directly to a storm sewer system belonging to another entity.

Project site means that portion of a property, properties, or right-of-ways subject to land disturbing activities, new hard surfaces, or replaced hard surfaces. Refer to Appendix 1 for a definition of hard surfaces.

QAPP means Quality Assurance Project Plan.

Qualified Personnel means someone who has had professional training in the aspects of stormwater management for which they are responsible and are under the functional control of the Permittee. Qualified Personnel may be staff members, contractors, or volunteers.

Quality Assurance Project Plan means a document that describes the objectives of an environmental study and the procedures to be followed to achieve those objectives.

RCW means the Revised Code of Washington State.

Receiving waterbody or receiving waters means naturally and/or reconstructed naturally occurring surface water bodies, such as creeks, streams, rivers, lakes, wetlands, estuaries, and marine waters, or ground water, to which infiltration MS4 discharges.

Redevelopment means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities. Refer to Appendix 1 for a definition of hard surfaces.

Regional Stormwater Monitoring Program means, for all of western Washington, a stormwater-focused monitoring and assessment program consisting of these components: status and trends monitoring in small streams and marine nearshore areas, stormwater management program effectiveness studies, and a source identification information repository (SIDIR). The priorities and

scope for the RSMP are set by a formal stakeholder group. For this permit term, RSMP status and trends monitoring will be conducted in the Puget Sound basin only.

Regulated Small Municipal Separate Storm Sewer System means a **Municipal Separate Storm Sewer System** which is automatically designated for inclusion in the Phase II stormwater permitting program by its location within an Urbanized Area, or by designation by Ecology and is not eligible for a waiver or exemption under S1.C.

RSMP means Regional Stormwater Monitoring Program.

Runoff is water that travels across the land surface and discharges to water bodies either directly or through a collection and conveyance system. See also “Stormwater.”

Secondary Permittee is an operator of a regulated small MS4 which is not a city, town or county. Secondary Permittees include special purpose districts and other public entities that meet the criteria in S1.B.

Sediment/Erosion-Sensitive Feature means an area subject to significant degradation due to the effect of construction runoff, or areas requiring special protection to prevent erosion. See Appendix 7 Determining Construction Site Sediment Transport Potential for a more detailed definition.

Shared water bodies means water bodies, including downstream segments, lakes and estuaries that receive discharges from more than one Permittee.

SIDIR means Source Identification Information Repository.

Significant contributor means a discharge that contributes a loading of pollutants considered to be sufficient to cause or exacerbate the deterioration of receiving water quality or instream habitat conditions.

Small Municipal Separate Storm Sewer System means an MS4 that is not defined as “large” or “medium” pursuant to 40 CFR 122.26(b)(4) & (7) or designated under 40 CFR 122.26 (a)(1)(v).

Source control BMP means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The *SWMMWW* separates source control BMPs into two types. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater. See Volume IV of the *SWMMWW* (2012) for details.

Stormwater means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

Stormwater Associated with Industrial and Construction Activity means the discharge from any conveyance which is used for collecting and conveying stormwater, which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, or associated with clearing, grading and/or excavation, and is required to have an NPDES permit in accordance with 40 CFR 122.26.

Stormwater Management Program means a set of actions and activities designed to reduce the discharge of pollutants from the MS4 to the MEP and to protect water quality, and comprising the components listed in S5 (for cities, towns and counties) or S6 (for Secondary Permittees) of this Permit and any

additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 *Compliance with TMDL Requirements*, and S8 *Monitoring and Assessment*.

Stormwater Treatment and Flow Control BMPs/Facilities means detention facilities, treatment BMPs/facilities, bioretention, vegetated roofs, and permeable pavements that help meet Appendix 1 Minimum Requirements #6 (treatment), #7 (flow control), or both.

SWMMWW or Stormwater Management Manual for Western Washington means *Stormwater Management Manual for Western Washington (as amended in 2014)*.

SWMP means Stormwater Management Program.

TMDL means Total Maximum Daily Load.

Total Maximum Daily Load means a water cleanup plan. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.

The calculation must include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation must also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

Tributary conveyance means pipes, ditches, catch basins, and inlets owned or operated by the Permittee and designed or used for collecting and conveying stormwater.

UGA means Urban Growth Area.

Urban Growth Area means those areas designated by a county pursuant to RCW 36.70A.110.

Urbanized Area is a federally-designated land area comprising one or more places and the adjacent densely settled surrounding area that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile. Urbanized Areas are designated by the U.S. Census Bureau based on the most recent decennial census.

Vehicle Maintenance or Storage Facility means an uncovered area where any vehicles are regularly washed or maintained, or where at least 10 vehicles are stored.

Water Quality Standards means Surface Water Quality Standards, chapter 173-201A WAC, Ground Water Quality Standards, chapter 173-200 WAC, and Sediment Management Standards, chapter 173-204 WAC.

Waters of the State includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and water courses within the jurisdiction of the State of Washington.

Waters of the United States refers to the definition in 40 CFR 122.2.

City of Auburn 2018 Public Education and Outreach Summary

Public Education / Outreach Activity	Target Audience	Comments
City Storm Drainage Web Site	General public	City website provides general information on the City's storm drainage program, links to the City's SWMP and annual reports, link to Puget Sound Starts Here website and lists the Spill Reporting phone number.
City Storm Drainage Web Site	Private Storm Facility Owners and Managers	City website provides information on maintenance standards for private storm drainage systems.
Stormwater Outreach for Regional Municipalities (STORM)	General public	Auburn participates in this regional public education and outreach program. Auburn brands its stormwater outreach material with the Puget Sound Starts Here (PSSH) logo to promote the regional effort.
ECOSS Spill Kit Program	Business types included automotive, food service, manufacturing, property maintenance, and retail	Outreach and educational training on spill prevention and cleanup, and stormwater pollution prevention was provided to 108 businesses in 2018. 31% of the businesses contacted spoke English as a second language.
School Stormwater Education Program	Fourth and fifth grade students	31 classes comprising 765 Auburn 3 rd through 5 th grade students were visited by professional educators who presented the <i>Stormwater Investigators: Finding Solutions to Pollution</i> workshop. The workshop used hands on activities and presentations to teach about stormwater and stormwater pollution prevention.
Sea to Stream Week	4 th through 8 th grade students	720 local students participated in the inaugural Sea to Stream Week program at Mary Olsen Farm. This program is a collaboration among Mary Olsen Farm, the Environmental Science Center, the Muckleshoot Indian Tribe and the King Conservation District. Students learned about Native American salmon origin stories, Native fishing techniques, field science / water testing, and salmon anatomy.
Kid's Day	School children and their parents	One-day fair where approximately 1,500 children visited the Auburn Utilities booth where they could learn about stormwater pollution prevention and other water resource information.
Winter Stewardship Events (Jan – Mar)	General Public	The City organized and led 3 events involving native plant planting, clean-up, mulching plants and pathways, and ramp building at Fenster and Auburn Environmental Parks. Forty-One (41) volunteers in total attended the events.
Spring Stewardship Events (May – June)	General Public	The City organized and led 3 events involving native plant planting, clean-up, mulching plants and pathways, and ramp building at Fenster and Auburn Environmental Parks. Seventeen (17) volunteers in total attended the events.

Public Education / Outreach Activity	Target Audience	Comments
Comcast Spotlight, Puget Sound Starts Here "Certain Things Don't Mix" commercial series	General Public	Participated in the Puget Sound Starts Here "Certain Things Don't Mix" commercial series which aired regionally on Comcast (both on-line and on t.v.). Auburn branded versions of the commercials were aired on TV21.
Clean Sweep	General public	Approximately 100 volunteers helped with City led cleaning, mulching, and invasive plant removal at Fenster Park.
Fundraising Carwash Program	Property owners / managers	City program emphasizes the sale of environmentally friendly carwash vouchers where cars are cleaned at a local commercial carwash. Carwash kits are also available to check out for preapproved sites.
Stormwater Pollution Problem: Dirty Car Wash Water - article	General Public	Article on pollution issues with car washing and reasons to use a commercial car wash was included in the summer Auburn Magazine that was mailed to residences and businesses in Auburn.
Rain Drain Postcard	Homeowners in areas where illicit discharges are suspected	Postcards were mailed to residences and businesses in two areas where illicit discharges had been identified.
Illicit Discharge Recognition and Reporting video	City staff	MS PowerPoint training video was distributed to newly hired staff using Human Resources automated training program. 3 staff members were trained, or retrained on identification and reporting of illicit discharges.
When it Rains, It Pours video	General Public	Link to Puget Sound Starts Here, Drain Rangers video on stormwater pollution prevention posted on the City's Storm Drainage Utility web page.

Response to Question 20

Date incident initially reported	Street	And/or Nearest Intersection	How did you learn about the problem?	Pollutant(s) Identified:	Source or Cause:	Correction/ Elimination Method:	Enforcement	Field notes, explanations, and other comments:
1/11/2018	Lea Hill Rd	104th Ave SE	APD Callout	Vehicle Fluids	Vehicle accident	Applied absorbent	N/A	Oil sheen on road surface from a vehicle accident. Absorbent was applied and swept up but most of the sheen was unrecoverable due to heavy rain.
1/23/2018	3rd St SW	West Main St	Call from Ecology Storm Inspector	Turbid water	Construction site	Applied BMPs	Ecology issued correction notice	Ecology received report of turbid water entering a wetland from the King County sewer trunk line project. Ecology and the City Stormwater Inspector inspected the site and found BMPs that needed to be applied and/or reestablished. Ecology issued a notice to correct violation.
1/25/2018	26th St NW	West Valley Hwy N	ERTS	None	N/A	N/A	None	Report that nitric acid and sodium hydroxide fumes were being vented onto the roof from MechPro, and were washing into the storm drainage system. M. May and C. Thorn responded. Samples were collected in the control structure manhole, from the business downspout, from the street gutter near the business and at a flowing ditch at 15th St NW. All samples there checked using pH test strips and the pH was about 5.5. No other evidence of illicit discharge was evident.
1/26/2018	East Valley Hwy E	Lake Tapps Parkway	Litter crew call in	Oil and turbid water	Rodarte Construction Company equipment yard	Absorbent pads and booms, vactor trucks for initial response. Soil and vegetation removal from the ROW and disconnect wash pad and oil/water separator from the on site storm drainage system.	City issued a Notice to Correct Violation on 2/7/2018	Report of oil along roadway and entering wetland area. Found a large quantity of oil spread along hundreds of feet of ROW. Applied absorbents and notified DOE. Further investigation found a buried pipe leaving the Rodarte Construction Company equipment yard. Ecology required Rodarte to contract for vactor trucks to clean up the visible oil. City issued a Notice to Correct Violation requiring that the ROW be cleaned up and the wash pad and oil/water separator be disconnected from the storm drainage system. Clean-up of ROW and shoulder resurfacing completed in September 2018.
1/29/2018	East Main St	Auburn Ave	Citizen call	Grease	Sushido Sushi Restaurant grease barrel	Pressure washed and vacuumed up waste water, cleaned grease from storm system with absorbent pads.	Verbal notice to clean up grease	Report of grease barrel dumped in alley behind Sushido Sushi Restaurant. Grease found on the ground and in the alley catch basins. The business owners were notified and directed to hire a contractor to clean it up. The contractor used detergent and a pressure washer to clean the grease from the asphalt surface while vacuuming up the waste water. City staff used absorbent pads to clean the grease from the catch basins.
2/1/2018	Auburn Way N	37th St NW	Citizen call directed by Ecology	Oil	Waste oil tank	Environmental contractor cleaned site	None	Report of approximately 100 gallons oil spilled at Polsbo RV. All oil contained on site, no impact to MS4.
2/3/2018	61st Ave S		ERTS	Sediment	Uncovered stockpile of landscaping material	Swept material onto site	None	Report that sediment and turbid water were leaving a site where landscaping was occurring. The developers CESCL directed the material to be swept back onto the site. All landscape work was completed on 2/3/2018.

2/12/2018	C St NE		ERTS	NaOH	Spill from truck	Environmental contractor cleaned site	None	Approximately 1 gallon of NaOH spilled from a truck on the driveway approach to the Formula Corp property. Some product drained to the public street gutter. NRC was called in to neutralize the NaOH and clean up the spill. M. May and C. Thorn followed-up to ensure that the MS4 was not impacted.
2/14/2018	118th Ave SE	SE 302nd	VFRA	None	N/A	N/A	None	VFRA called the sanitary sewer after hours callout number to report a possible sewage discharge, none was found. Storm was asked to follow up because there was concern that it may be related to a travel trailer parked on an adjacent property. No evidence of a sewage spill or dumping was identified. Referred to code enforcement to determine if there was an issue with the trailer being occupied.
2/14/2018	C St SW	Ellingson	Staff Referral	Oil or gasoline	Vehicle leak	N/A	None	Transportation Division called because the could see with their traffic camera a heavy sheen on C St SW. C. Thorn responded and found a slight evidence of sheen, most of which had been washed off by the rain, tracked, or evaporated. No recoverable product was present.
2/14/2018	28th St NE, I St NE, 49th St NE		VFRA	Oil or gasoline	Vehicle leak	N/A	None	VFRA called in a report of sheen starting at 28th St NE and Auburn Way, heading east to I St NE, north on I St to 49th St NE and back to Auburn Way. C. Thorn investigated and noted patched of sheen, none of which was recoverable.
2/16/2018	Auburn Way South	12th St SE	Staff Referral	None	Fire fighting activities	N/A	None	Report of fire at Auburn Motel. Investigated to determine whether there was any discharge to the storm system. No discharge was visible from the site.
2/28/2018	Alley North of Main	Auburn Ave	Staff Referral	None	N/A	N/A	None	Staff reported a possible illicit connection into a catch basin in the alley next to the Auburn Ave Theatre. Used a push camera and noted that the pipe turned toward a nearby roof drain. The Facilities Department assisted with roof access and poured water down the roof drain. Eventually water started flowing from the pipe into the catch basin. Updated catch basin information in the asset management program.
3/2/2018	Auburn Way South	Academy Dr SE	Staff Referral	Oil mixture	Vehicle accident	Applied absorbent	None	Spill due to accident. A mixture of vehicle fluids entered a catch basin and was trapped due to a submerged outlet pipe. Used absorbent pads to soak up the petroleum products. Will vector the CB to remove any other contaminants.
3/5/2018	White River	A St SE	Citizen call	None	Naturally occurring	N/A	None	Environmental Services received a call about an orange substance in a backwater of the White River. Follow-up investigation confirmed that the substance was iron bacteria. ERTS 679813 received regarding this site on 3/12/2018.

3/8/2018	Western St NW	West Main St	ERTS	None	Business	None	None	ERTS report form Ecology that Sound Diesel Performance had oil, anti-freeze and transmission fluid on their parking lot and draining into a storm drain. C. Thorn responded and found a slight sheen on a puddle near the drain. There was a lot of vehicle, engine and equipment stored uncovered on the parking lot. Overall the lot was quite clean. Mentioned one oil draining pan with oil in it and suggested that they cover or drain the pan. Followed-up with owner on 3/9/2018. Inspected site which looked clean. Oil drip pan had been emptied, engines on property were drained of fluids waiting to be recycled, all visible containers were closed, no evidence of spilled fluids.
3/13/2018	West Main St	1st St NW	Staff referral	Wastewater, turbidity, solid debris	Building cleaning	Provided BMP information and requested that BMPs be implemented. Followed up with a letter to King County Housing	Education and Technical Assistance	Received call about a person pressure washing the King County Housing building at West Main St and 1st St NW. M. May responded and notified the King County Housing employee that BMPs needed to be implemented so the discharge wouldn't continue to violate ACC. Provided BMP information and followed up with a letter to King County Housing.
3/20/2018	16th St NW	B St NW	ERTS	None	N/A	N/A	None	Received ERTS reporting that a gravel parking lot was being illegally used as a truck park and service area, and that oil was being dumped on the ground and was a threat to neighboring properties and an adjacent ditch. Inspected the perimeter of the property and observed no evidence of oil dumping or runoff leaving the site. Checked with Code Enforcement and confirmed that there were already actions being taken to address the land use issues.
4/18/2018	F St SE	4th St SE	Hotline call	Antifreeze	Vehicle	N/A	None	Received call about an antifreeze spill. After hours responders applied absorbent booms to try to protect the storm drainage system. Follow-up on 4/18 identified antifreeze in one catch basin. A vacuum truck was used to clean the affected CB and the CB downstream.
4/18/2018	503 C St SW	8th St SW	Other agency referral	Sediment and turbid water	Construction site	Add BMPs	None	Ecology referred a report that sediment and turbid water was discharging from the Holiday Inn Express construction site into the adjacent City storm pond. City Stormwater Inspection staff ensured that the contractor stopped the discharge. The contractor will clean the pond during drier weather.
5/7/2018	Auburn Way South	Riverwalk Dr SE	Staff Referral	Antifreeze	Vehicle accident	N/A	None	Antifreeze spilled at vehicle accident. Absorbent was applied and swept up for disposal.

5/9/2018	1118 A St SE	12th St SE	Staff Referral	Vehicle wash wastewater	Poor business practice	Technical assistance / education	Verbal notice to adopt new methods	Observed business employee washing the interior of the engine compartment of a vehicle in the parking lot with the wastewater entering the on-site storm system. Notified them that this was a violation and that they should use a car wash or other option. Determined that the on-site storm was an infiltration facility, provided plans to business and reinforced that the storm system was not designed for treating vehicle wash wastewater.
6/8/2018	114th Way SE	113th Way SE	Public Storm Facility Inspection	Motor Oil	Unknown	Absorbent pillows	Education	Found old motor oil in the inlet pipe to a City storm pond. Used absorbent pillows to clean-up the oil. No oil was evident upstream in the storm system. Sent a Rain Drain postcard to the properties in the area that drain to the pond.
6/8/2018	116 Clay St NW	West Main St	Citizen call	Unknown	Unknown	N/A	Education	Received a forwarded call that a business had discharged soapy water into the parking lot and storm drain of a business park. Inspected the parking lot and on-site storm drainage system and could find no evidence to support the report. Mailed a Rain Drain postcard to all of the businesses in the business park.
6/12/2018	1425 Outlet Collection Way SW		Staff Referral	Sediment	Broken concrete	N/A	None	Report of sediment from broken concrete entering the on-site storm drainage system. Inspection of the catch basin near the broken concrete found no indication that it had been impacted.
6/18/2018	632 West Main	G St SW	Email from citizen	Grease	Unknown	Vactored CB	None	Received email stating that someone had dumped grease in a catch basin. Inspection confirmed the report. City storm staff cleaned and vactored the CB and down gradient line. CB will be stenciled with Dump no Waste message. Postcard will be mailed to area addresses.
6/22/2018	1402 22nd St NE	M St NE	Citizen call	Allowable discharge	Pool draining	N/A	None	Received call that Rio Verde MHP was draining their pool into the storm drainage system. Investigated and spoke with manager. They had checked that the chlorine level was below 0.1 ppm and were draining the pool onto the lawn. Water that didn't soak into the lawn was running down the gutter of the private road and entering the private storm system. Flow velocity was not an issue. Discharge determined to be allowable.
7/3/2018	5531 Elaine Ave SE		Staff Referral	Vehicle Fluids	Vehicle	Applied absorbent and swept up	None	Received call from Solid Waste that a Waste Management driver reported oil on the roadway at 5531 Elaine Ave SE from a vehicle that was towed. Investigated and found a small spill. Applied absorbent and swept it up for disposal.
7/12/2018	Charlotte Ave SE	Lake Tapps Parkway	Citizen call	None	N/A	N/A	None	Report of wash water from aggregate washing of a new driveway going into the storm system. No evidence of aggregate washwater entering the storm system was found.

7/18/2018	Pike St NE	E Main St	Citizen call	None	N/A	N/A	None	Received report of possible contamination from a burned vehicle. Investigated and found that the vehicle and all contamination was on private property. No impact to the storm drainage system was evident.
8/2/2018	61st St SE		Citizen call	Sediment	Pressure Washing	Technical assistance / education	None	Received call about sidewalks being pressure washed in a condo neighborhood. Found the work essentially complete. Notified the contractor that their wastewater could not go down the storm drain without pretreatment to remove sediment. They said they would use filters on future jobs. Provided pressure washing BMP information to the Lakeland HOA and they said they would send it to their contacts.
8/7/2018	25th St SE	R St SE	Citizen call	Vehicle fluids	Vehicles	Technical assistance / education	None	Received report of oil dripping from a vehicle onto street surface. Found oil spots on both sides of 25th St SE from M St SE to R St SE. Sent "Only Rain Down the Drain" and "Don't Drip and Drive" information to all houses on 25th St SE.
8/16/2018	Auburn Way N	15th St NE	Employee Report	Concrete slurry residue	Concrete repair work	Technical assistance / education	None	Received call about residue that had apparently entered a catch basin. Found evidence that a small amount of concrete slurry run off had entered a private CB. Manager said they would sweep up remaining material.
8/24/2018	25th St SE	K St SE	ERTS	Sediment	Construction site	Reapplied BMPs	None	Report of mud/silt tracked onto road from a City construction project. City Construction Inspector investigated and found some tracking. The contractor was directed to sweep it up. The contractor has been sweeping multiple times per day. The inspector also pointed out a couple CBs that needed socks and a pile of broken concrete for the contractor to address.
8/30/2018	SE 306th Ct	127th Pl SE	Contractor report	None	N/A	N/A	None	Report of oily substance on City storm pond. No oily substance was found on the pond or in the control structure.
9/4/2018	44th St NE	D St NE	ERTS	None	N/A	N/A	None	ERTS report of waste oil dumped into the private storm system. Inspected inlets to the dry private storm pond and could find no evidence of oil.
9/8/2018	1156 Auburn Way S	12th St SE	ERTS	Vehicle Fluids	Vehicle fueling	Technical assistance / education	None	Received an ERTS report of a fuel spill at the Chevron Gas Station. Report stated that a U-Haul truck was being filled and that fuel drained from the trucks fill line which had been cut by someone who had siphoned gas from the truck. 4 gallons were pumped and approximately 1 gallon went in the on-site storm system which discharges directly to the City system (with no controls). The remainder of spill was cleaned up using absorbent. Nothing remained in the storm system by the time the report was received and we responded. Spoke with manager at U-Haul and requested that they check for cut fill lines before renting their trucks (they said 6 trucks had their lines cut).

9/12/2018	Peasley Canyon Rd	Peasley Canyon Way SE	Catch basin inspection	Latex paint	Illegal waste disposal	Material taken to haz waste shed	None	Two 5-gallon buckets of latex paint dumped along Peasley Canyon Rd adjacent to Mill Creek. No paint was spilled. Both containers were transported to the hazardous waste shed for proper disposal.
9/17/2018	2904 A St SE	29th St SE	ERTS	Auto Fluids	Auto repair	N/A	None	ERTS 684050, report of "Giant leaking containers all over the yard. It looks like old car fluids in dozens of very large several 100 gallon plastic containers". Investigated and found a few containers (50 gallon and larger) in the rear gravel storage area of the property. No leaking containers were observed. It was apparent that spills have occurred on the gravel, and there were a number of dirty/oily transmissions on the ground. The manager said they were going to be moved under cover. No onsite storm drainage system is present, and there is no drainage to the public storm system in A St SE.
10/30/2018	A St SE	Cross St SE	Traffic Engineer	Automotive fluids	Vehicle accident	N/A	None	Notified by the Traffic Engineer that there had been an accident at A and Cross St SE during the night. Found that absorbent had been applied to the spill, had been swept into a pile and left at the scene. Cleaned up the used absorbent and file a report with Ecology.
10/26/2018	SE 312th St	124th St SE	ERTS	Gasoline	Fueling mishap	N/A	None	Received ERTS stating that there had been a spill at the Shell Station at 12400 SE 312th St. C. Teterud responded and found that the spill was contained on site, had not entered the private storm system, and was being cleaned up using absorbent. The MS4 was not impacted.
11/5/2018	West Valley Hwy N	S 285th St	ERTS	Iron accumulating bacteria	Groundwater naturally high	N/A	None	Investigated and found iron accumulating bacteria in the ditch.
11/5/2018	Auburn Way N	S 277th St	Staff report	Vehicle fluids	Vehicle accident	N/A	None	Spill of vehicle fluids from a car / pole accident on 11/4/2018. Investigated and found that absorbent had been applied and swept up. No indication that vehicle fluids entered the storm drainage catch basin at the site.
11/6/2018	A St SE	6th St SE	Staff report	Vehicle fluids	Vehicle accident	N/A	None	Spill of vehicle fluids (antifreeze) from an accident. Towing company applied and swept up absorbent. No impact to storm drainage system.
12/17/2018	33rd St SE	R St SE	King County Illegal Dumping Hotline	None	N/A	N/A	None	Report of antifreeze draining into the storm drainage system. Investigated and found a hose draining green liquid that resembled antifreeze into the gutter line. Upon closer inspection it appeared to be water and green algae. Spoke with the homeowner and found they were draining an above ground pool that had not been used in a long time, and they confirmed that it was algae and there were no chemicals in the water. This is a conditionally allowable discharge.

12/18/2018 SE 302th St	116th Ave SE	Report from Auburn Police	Transmission fluid	Vehicle accident	Applied absorbent	None	Report of transmission fluid spill from a vehicle accident. Absorbent was applied to the street surface and absorbent booms used in the storm system. A sweeper cleaned up the absorbent and the booms will be removed in a couple days.
12/26/2018 29th St SE	R St SE	APD Callout	Vehicle fluids	Vehicle accident	Sand applied and swept up	None	A vehicle accident spilled less than a gallon of motor oil and antifreeze onto road surface. Sand was applied and swept up. No storm drains or waterways were impacted.

Response to Annual Report Question 55

TMDL: Puyallup Watershed Water Quality Improvement Project

City of Auburn 2018 TMDL Activities

1. The City maintained existing pet waste collection stations.
2. Additional pet waste stations were provided to the Parks Department to install in parks adjacent to rivers or within the TMDL drainage area.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6711 (Coleman) (10 Minutes) (6:15 p.m.)

Date:

February 6, 2019

Department:

Finance

Attachments:

[Ordinance No. 6711](#)

Budget Impact:**Administrative Recommendation:**

City Council 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.

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

Coleman

Meeting Date: February 11, 2019

Item Number:

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

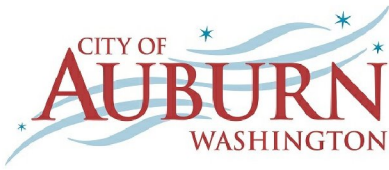
ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5406 (Coleman) (10 Minutes) (6:25 p.m.)

Date:

February 6, 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 11, 2019

Item Number:

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:

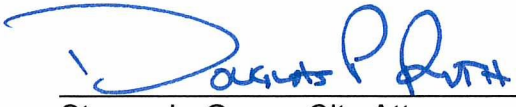

For Steven L. Gross, City Attorney

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

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

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

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 _____

INVOICE DETAIL

Salaries & Wages- List by Employee	Hours	Rate of Pay/ Hr	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
------------------------------------	-------	-----------------	--------	-------------------	---------------------	---------------------------------	----------------------------------

Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
----------	--	--	------	------	------	------	------

Fringe Benefits	Base	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
-----------------	------	------	--------	-------------------	---------------------	---------------------------------	----------------------------------

Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
----------	--	--	------	------	------	------	------

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)
-------------------------------	--------	-------------------	---------------------	---------------------------------	----------------------------------

Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
----------	--	--	------	------	------	------	------

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			\$ -	\$ -	\$ -	\$ -	\$ -
----------	--	--	------	------	------	------	------

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) (10 Minutes) (6:35 p.m.)

Date:
February 6, 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 11, 2019

Item Number:

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 – South King Housing and Homelessness Partners Interlocal Agreement SKHHP (Tate) (15 Minutes) (6:45 p.m.)

Date:

February 6, 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 schedule Resolution No. 5408 for Council action on February 19, 2019

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 schedule Resolution 5408 for council action on February 19, 2019.

Reviewed by Council Committees:

Other: Planning

Councilmember: Trout-Manuel

Staff: Tate

Meeting Date: February 11, 2019

Item Number:

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

Revised 02.05.19

**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.

Revised 02.05.19

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:

- (i) all property contributed without charge by any Party will revert to the contributing Party;
- (ii) 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;
- (iii) except as provided in Subsection (iv) 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;
- (iv) 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
- (v) 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

Revised 02.05.19

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

Revised 02.05.19

(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.

Approved and executed this _____ day of _____, 2019.

Name of Party: _____ Approved as to form

Revised 02.05.19

By: _____ City Attorney
Its: _____

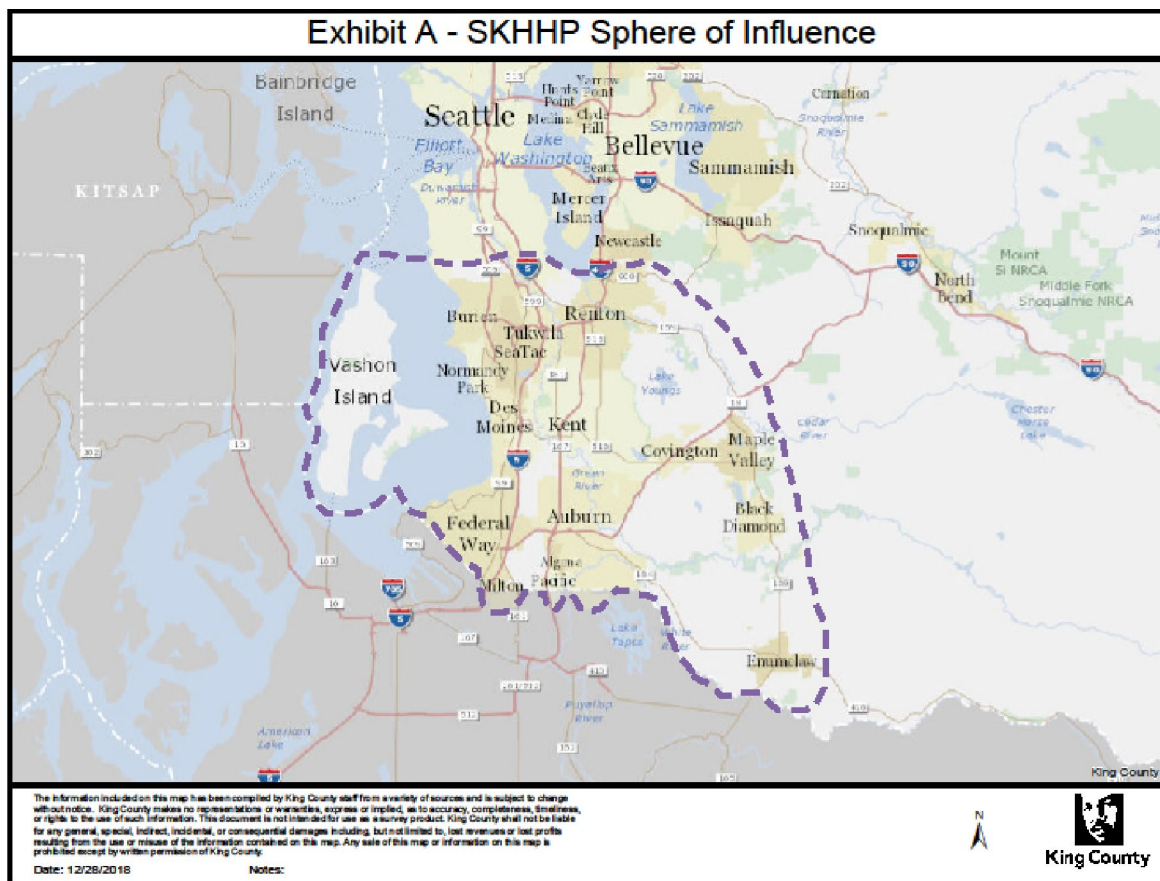


EXHIBIT B

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				



AGENDA BILL APPROVAL FORM

Agenda Subject:

Tenant Protection Laws and Programs (Tate) (20 Minutes)
(7:00 p.m.)

Date:

February 6, 2019

Department:

Community Development

Attachments:

[Memorandum](#)
[Exhibit A - Seattle Just Cause Reasons for Eviction](#)
[Exhibit B - NCHH Housing Standards Manual](#)

Budget Impact:

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

Administrative Recommendation:

For Discussion Only

Background Summary:

Tenants of rental property are afforded a number of basic protections in Washington State and the City of Auburn. Additionally, there are programs and protections that have been implemented in other cities within the region that are intended to enhance those basic tenant protections. The attached memorandum provides an overview of laws and programs that apply within the City of Auburn as well as laws and programs that have been implemented in other communities.

Reviewed by Council Committees:

Councilmember: Trout-Manuel

Staff: Tate

Meeting Date: February 11, 2019

Item Number:



Memorandum

To: City Council Members

From: Jeff Tate, Director of Community Development

CC: Mayor Nancy Backus

Date: February 4, 2019

Re: Tenant Protections in Washington State and the City of Auburn

Washington State Tenant Protection Laws

Landlord Tenant Act (RCW 59.18)

The Landlord Tenant Act establishes a basic set of statewide laws designed to protect both tenants and landlords. It sets forth responsibilities of both parties. For landlords, it establishes timeframes for responding to needed repairs, eviction procedures, right of entry procedures for gaining access to units, and obligations to maintain buildings and property. For tenants, it establishes requirements for a tenant to maintain their unit, dispose of trash, not engage in drug activity, properly utilize building systems, restore the premises to its initial condition when vacating the unit.

Manufactured Mobile Home Landlord Tenant Act (RCW 59.20)

The Manufactured Mobile Home Landlord Tenant Act establishes similar landlord and tenant expectations as the Landlord Tenant Act. Mobile or Manufactured Home Parks are often structured in a way where the tenant owns the structure and is renting the space upon which the home is placed. This arrangement demands a different set of landlord and tenant responsibilities. Landlords are responsible for maintaining common areas, exterminate pests and rodents, maintain and protect utilities from the point of connection at the home throughout the rest of the premises, and to maintain roads. Tenants are responsible for maintaining their home, properly dispose of waste, refrain from drug use, and to not permit a public nuisance.

The city does not have authority to enforce either of the above laws. Disputes between landlords and tenants are civil matters. As a result, tenants with lower income or that do not speak English as their primary language are at a disadvantage to exercise their tenant rights. Challenging landlords under the Landlord Tenant Act can trigger attorney or court fees or can result in retaliatory actions by a landlord such as eviction. Additionally, tenants who lack resources are challenged at finding alternate living arrangements due to the financial burden of moving and fear of receiving negative background checks provided by the current landlord.

But cities do have the authority to enact regulations and programs designed to better assist tenants and to reduce the number of instances where property or housing conditions have deteriorated to a point that leads to recurring tenant complaints.

City of Auburn Tenant Protection Laws

The City of Auburn has already enacted a number of laws and programs that provide benefit to tenants of rental properties. They are described as follows.

Rental Housing Business License Regulations (ACC 5.22)

All rental housing properties in the City of Auburn are required to hold a Rental Housing Business License. This program offers tenant protections in the following manner:

- Establishes a mechanism for the City and multifamily property owners to engage and work on crime prevention strategies and property conditions with the objective of maintaining safe, clean and quality communities.
- Establishes a mechanism for inspecting rental properties that are not complying with city laws.
- Establishes an enforcement tool whereby a Rental Housing Business License can be denied, suspended or revoked due to failures to comply with adopted city laws.
- Adopts laws that prohibit rental property owners from using source of income as the sole basis when selecting tenants.
- Authorizes the city to impose transitional costs upon the rental property owner in the event the city revokes a Rental Housing Business License.

International Property Maintenance Code (ACC 15.06)

The IPMC establishes minimum standards for the condition of exterior properties, building systems, habitability, and occupancy. Features of this law include:

- Requiring the exterior premises be clean and well maintained.
- Requires properties to be free of rodents and pests.
- Requiring that ventilation systems be operable (something that is important for reducing moisture, mold and mildew)
- Requiring that windows be operable and screens be maintained.
- Requiring plumbing systems that provide potable and heated water.
- Requiring heating systems that ensure minimum temperature levels be achieved.
- Requiring electrical systems and exterior lighting to function in a safe manner.
- Requiring fire sprinkler and alarms systems to function.
- Requiring buildings, walkways, decks, stairs and other structural components to be safe and secure.
- Requiring adherence to basic life, safety and health standards.

Public Nuisance Regulations (ACC 8.12)

The City's public nuisance regulations establish minimum standards for the exterior maintenance of property. Features of the ordinance include:

- Requiring vegetation be maintained on property in order to ensure that it does not attract pests or rodents.
- Requiring that buildings be maintained so as not to become a blight.

Mobile Home Closure Regulations (ACC 14.20)

This chapter of city code establishes rules, timelines, and procedures that the owner of a mobile home park must follow prior to closing the park. Features of this ordinance include:

- Before a park owner may issue eviction notices to residents the owner must submit a relocation report to the city.
- The relocation report must provide information related to relocation assistance offered to all tenants.
- Once the relocation report is approved by the city the owner of the park must provide at least 12 month notice of the closure to the park tenants.
- The relocation report must be made available to all tenants within 14 days of its approval.

What are Other Cities Doing?

While Washington State Law precludes local municipalities from implementing approaches such as rent control (e.g. limiting the ability of a property owner to increase rent by pre-established amounts), there are actions that other cities have taken to help further protect tenants; especially tenants that qualify as lower income households. Here is a list of tenant protections that are not in effect in Auburn, but are in use in other cities:

- **Mandatory proactive inspection programs.** Many cities have adopted local mandatory inspection programs utilizing the provisions outlined in RCW 59.18.125. RCW allows cities to establish mandatory multifamily inspection requirements subject to specific limitations (i.e. frequency, number of units to be inspected, etc.). The intent of this program is to ensure that properties do not deteriorate and that tenants are afforded a baseline expectation for housing condition.
- **Longer notification periods for rent increases.** Under Washington State Law a landlord is required to provide at least 30 days notice of a rent increase. Many cities have adopted local ordinances that require landlords to provide 60 days notice of a rent increase. This provides a tenant with more time to find a different location to reside if they are not able to afford the rent increase. Typically, cities attach this requirement to rent increases that exceed 10% of the existing rent. This means that a 9% increase in rent only requires a 20 day notification, while an 11% increase requires a 60 day notification. As rental vacancy rates remain low and property values increase, it is common for the City of Auburn to hear that a landlord is raising their rental rates by amounts that exceed 10%.
- **Adopting “just cause eviction” regulations.** Just cause ordinances require that landlords evict tenants based on reasonable justification. It is important to note that these ordinances do not interfere with eviction procedures based upon violations of a lease agreement; that eviction process is still available to the landlord. Just cause ordinances typically establish:

1. A longer notification period for landlords to notify a tenant to vacate. Under Washington State Law a landlord is required to provide a 20 day notification to vacate. This can cause a hardship on a tenant because they will be required to locate a new home and absorb moving and move in costs (e.g. deposit, first month rent, background check fees, etc.). Some cities have adopted laws that extend the notification period from 20 days to 60 days in order to provide additional time for the tenant to find a residence and to determine how they will pay for the costs of moving.
 2. Just cause ordinances are designed to protect tenants from retaliatory decisions of landlords to evict a tenant for submitting a complaint or a request for repair. Without a just cause ordinance the landlord is free to evict a tenant whenever they want and without reason. While not every just cause ordinance outlines reasons that a landlord may evict a tenant, Seattle has incorporated 18 justified reasons for termination of a month to month tenancy. The 18 reasons outlined in Seattle City Code are attached as Exhibit A.
- Developing a “tenant relocation assistance” program. In Washington State landlords are required to pay relocation and rental assistance to tenants forced to relocate when substandard property becomes condemned. Landlords must pay \$2,000 or three times the monthly rent, whichever is greater, to families forced to move under these circumstances. If the landlord fails to pay, the city can collect the money from the landlord with interest and penalties. These laws already exist.

An additional option that local municipalities may consider is designed to protect tenants forced to move because of building demolition or substantial rehabilitation. By local ordinance the city is allowed to require property owners to provide reasonable tenant relocation assistance to low-income tenants (50% AMI or less) when a building is demolished, substantial rehabilitation is proposed (even if that rehabilitation is required as a result of a code enforcement action), a change of use of property (e.g. the property owner obtains a rezone), or if a low-income housing restriction is removed from a property. Relocation assistance can take into account moving costs, utility connections and account set up, and an additional/unanticipated rental and utility costs in the new residence for one year after relocation. To implement this type of program State law requires that the landlord and city each pay 50% of these costs.

- Adoption of Healthy Housing Standards. The National Center for Healthy Housing has published a 65 page manual of health housing standards. In lieu of including the entire manual, Exhibit B is the two page table of contents for the manual which provides an overview of subject areas that are covered in these model standards. The standards provide much greater specificity than the IPMC that the City has already adopted. Because of their specificity, both the tenant and the landlord has a greater understanding of their responsibilities which helps mitigate arguments down the road.

An additional feature of this program is that it includes a tool that very clearly delineates what the tenant is responsible for and what the landlord is responsible to complete. This clarity is very helpful when the city responds to a complaint because it is not always apparent who is responsible for the cause of the issue and/or who should remedy the problem. A good example is mildew. When Code Enforcement investigates a mold or mildew complaint there are times where it is due to a condition

that the owner is responsible to remedy (e.g. repairing bathrooms that don't function, repairing windows that sweat or don't open, etc.); and there are times when the tenant has caused the problem – in all likelihood due to something that they are not aware that they did (e.g. not using bathroom fans, placing furniture up against an exterior wall that has baseboard heating, etc.).

Note: If a tenant refuses to move, only a court can force the tenant to leave.

The following is a summary of the reasons for which owners may end tenancies under the ordinance:

1. The tenant fails to pay rent within 3 days of a notice to pay rent or vacate.
2. The tenant habitually fails to pay rent on time, causing the owner to notify the tenant in writing of overdue rent 4 or more times in a 12-month period.
3. The tenant does not comply with material terms of a lease or rental agreement within 10 days of a notice to comply or vacate.
4. The tenant does not comply with a material obligation under the State Landlord-Tenant Act within 10 days of a notice to comply or vacate.
5. The tenant habitually fails to comply with material terms of the lease or rental agreement, which causes the owner to serve a 10-day notice to comply or vacate 3 or more times in a 12-month period.
6. The tenant severely damages the rental unit (causes “waste”), causes a nuisance (including drug-related activity), or maintains an unlawful business, and does not vacate the premises within three days of a notice to do so. The type of damage, nuisance or unlawful business must be specified in writing on the notice.
7. The tenant engages in criminal activity in the building or on the premises or in an area immediately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner; illegal drug-related activity is one crime specified by the ordinance. A property owner who uses this reason must clearly state the facts supporting the allegation, and must send a copy of the termination of tenancy notice to SDCI.
8. The owner wishes to occupy the premises personally, or the owner’s immediate family will occupy the unit, and no substantially equivalent unit is vacant and available in the same building and gives the tenant written notice at least 90 days prior to the end of a rental period. Immediate family includes the owner’s spouse or the owner’s domestic partner, and the parents, grandparents, children, brothers and sisters of the owner, the owner’s spouse or the owner’s domestic partner. If the owner gives this reason to terminate a tenancy and then fails to carry it out, he or she may be subject to a civil penalty of up to \$2,500. A tenant whose tenancy is terminated for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
9. The owner wishes to terminate the tenancy of a tenant who lives in the same housing unit with the owner; or the owner desires to stop sharing his or her house with a tenant living in an approved accessory dwelling unit (ADU) in an owner-occupied house.
10. The tenant’s occupancy is conditioned upon employment on the property and the employment relationship is terminated.
11. The owner plans major rehabilitation that requires a permit and demonstrates that the work cannot be done with a tenant in occupancy. In addition, the owner must comply with the requirements of the Tenant Relocation Assistance Ordinance. (See below for more information.) If the owner gives major rehabilitation as the reason to terminate a tenancy and then fails to carry it out, he or she may be subject to a civil penalty of up to \$2,500. A tenant whose tenancy is terminated for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
12. The owner decides to convert the building to a cooperative or condominium. (See page 6 for information on the Condominium and Cooperative Conversion Ordinances.)
13. The owner decides to demolish a building or to convert it to non-residential use. The owner must first comply with the requirements of the Tenant Relocation Assistance Ordinance (see page 5) and obtain a necessary permit.
14. The owner desires to sell a single family residence and gives the tenant written notice at least 90 days prior to the end of a rental period. The owner must list the property for sale at a reasonable price in a newspaper or with a realty agency within 30 days after the date the tenant vacates. Property owners may be required to sign a certification of the intent to sell the house if SDCI receives a complaint. There is a rebuttable presumption of an ordinance violation if the unit is not listed or advertised, or is taken off the market or re-rented within 90 days after the tenant leaves. A tenant whose tenancy is terminated for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
15. The owner plans to discontinue the use of a housing unit which is not authorized by the Land Use Code, after receiving a Notice of Violation. The owner must pay relocation assistance to the tenants of each such unit at least two weeks prior

to the date the tenant is to vacate. Low-income tenants must be paid \$2,000 relocation assistance; other tenants must be paid relocation assistance equal to two months' rent.

16. The owner needs to reduce the number of tenants sharing a dwelling unit in order to comply with Land Use Code restrictions (i.e., no more than 8 people per dwelling unit if any are unrelated).
17. The owner decides to terminate the tenancy of a tenant from a house containing an approved ADU in order to comply with the development standards for ADUs, after receiving a Notice of Violation of the Land Use Code. (If the violation is that the owner has moved out of the house and has rented both units, one unit must either be reoccupied by the owner or be removed.) The owner must pay relocation assistance to displaced tenants in the amount of \$2,000 for low-income tenants, or two months' rent in other cases. SDCI may require a property owner to sign a certification of his or her intent to discontinue the use of the ADU.
18. An Emergency Order to vacate the property has been issued by SDCI and the tenants have failed to vacate by the deadline given in the Order.

Failure to follow through with stated cause: If an owner terminates a tenancy for the reason that (1) sale of a single family residence is planned, (2) the owner or a family member is to move in, (3) substantial rehabilitation is planned, (4) the number of residents must be reduced to eight, or (5) the owner is discontinuing an ADU after receipt of a notice of violation, and the owner fails to carry out the stated reason for eviction, he or she may be subject to enforcement action by the City and a civil penalty of up to \$2,500.

Private right of action for tenants: If an owner terminates a tenancy because (1) sale of a single family residence is planned, (2) the owner or a family member is to move in, or (3) substantial rehabilitation is planned, and if the owner fails to carry out the stated reason for eviction, the tenant can sue the owner for up to \$3,000, costs, and reasonable attorney's fees.

Unless otherwise noted above, a termination of tenancy notice must be given at least 20 days prior to the start of the next rental period and must state the reason for termination in writing. Only those reasons listed above are lawful causes for terminating month-to-month tenancies in Seattle. For the complete text of the Just Cause Eviction Ordinance, go to the City of Seattle's, City Clerks website and click on Seattle Municipal. Call up section 22.206.160. For more information, call SDCI Property Owner and Tenant Assistance at (206) 615-0808.

Please note, under state law tenants wishing to terminate month-to-month tenancies must also follow proper notice procedures, notifying the owner or manager in writing at least 20 days before the start of the next rental period.

Enforcement of the Just Cause Eviction Ordinance

SDCI Code Compliance staff will investigate complaints of an illegal termination of tenancy. If a complaint is determined to be valid, the department will inform the landlord of the requirements of the Ordinance and will issue a Notice of Violation should the landlord refuse to rescind the termination notice. If the landlord fails to rescind the notice within the compliance period given in the Notice of Violation, the case will be referred to the City Attorney's Office. A landlord found to have illegally terminated a tenancy can be penalized by a civil fine of \$150.00 per day per housing unit from the date the violation begins for the first 10 days of non-compliance and \$500.00 per day per housing unit thereafter.

Within 10 days of receiving a Just Cause Eviction Ordinance Notice of Violation, a landlord or other affected party may request an administrative review by a SDCI representative. SDCI will notify the requester within 7 days of receipt of the request for review. The requestor will have 15 days from the receipt of this confirmation to submit additional information to SDCI. Following the review, the SDCI representative may sustain, modify, or withdraw the Notice of Violation. A written decision will be sent to the requestor within 15 days of the decision being made.

Records a property owner should keep

Owners are advised to maintain the following records to support a case for terminating a tenancy:

1. A specific written rental agreement, with rules that apply equally to all tenants, and a unit condition checklist;
2. Records of rental payments;
3. Copies of notices given to tenants, with evidence that all legally required notices were properly served; and
4. Any information or documentation to support a termination of tenancy, such as police incident reports or complaints from neighbors.

Notices for termination of tenancy must specifically state the reasons for the termination. For example, a notice for habitual late payment of rent could state:

Table of Contents

FOREWORD AND ACKNOWLEDGMENTS.....	1
USING THIS DOCUMENT.....	4
REQUIREMENTS AND STRETCH PROVISIONS	5
1. Duties of Owners and Occupants.....	5
1.1. Duties of Owners.....	5
1.2. Duties of Occupants.....	5
2. Structures, Facilities, Plumbing, and Space Requirements	6
2.1. Structure	6
2.2. Facilities	6
2.3. Plumbing System	6
2.4. Kitchen	7
2.5. Bathroom	7
2.6. Minimum Space	8
2.7. Floors and Floor Coverings	8
2.8. Noise	9
3. Safety and Personal Security.....	10
3.1. Egress.....	10
3.2. Locks/Security	10
3.3. Smoke Alarm.....	10
3.4. Fire Extinguisher.....	11
3.5. Carbon Monoxide Alarm	11
3.6. Walking Surfaces.....	11
3.7. Guards.....	12
3.8. Chemical Storage	12
3.9. Pools, Hot Tubs, and Other Water Features.....	12
4. Lighting and Electrical Systems	13
4.1. Electrical System.....	13
4.2. Outlets	13
4.3. Natural Lighting	13
4.4. Artificial Lighting	13
5. Thermal Comfort, Ventilation, and Energy Efficiency	15
5.1. Heating, Ventilation, and Air Conditioning Systems.....	15
5.2. Heating System.....	15
5.3. Ventilation.....	16
5.4. Air Sealing	16
6. Moisture Control, Solid Waste, and Pest Management	18
6.1. Moisture Prevention and Control	18
6.2. Solid Waste.....	19
6.3. Pest Management	19
7. Chemical and Radiological Agents	20
7.1. General Requirements	20
7.2. Lead-Based Paint.....	20
7.3. Asbestos.....	20
7.4. Toxic Substances in Manufactured Building Materials	21
7.5. Radon.....	21
7.6. Pesticides.....	21
7.7. Methamphetamine	21
7.8. Smoke in Multifamily Housing.....	21

DEFINITIONS	23
ANNOTATED STANDARD:	
REQUIREMENTS AND STRETCH PROVISIONS WITH RATIONALES, REFERENCES, AND RESOURCES ...	27
1. Duties of Owners and Occupants.....	27
1.1. Duties of Owners.....	27
1.2. Duties of Occupants.....	27
2. Structures, Facilities, Plumbing, and Space Requirements	28
2.1. Structure	28
2.2. Facilities	28
2.3. Plumbing System	28
2.4. Kitchen	30
2.5. Bathroom	31
2.6. Minimum Space	32
2.7. Floors and Floor Coverings	33
2.8. Noise	34
3. Safety and Personal Security.....	35
3.1. Egress.....	35
3.2. Locks/Security	35
3.3. Smoke Alarm.....	36
3.4. Fire Extinguisher	37
3.5. Carbon Monoxide Alarm	37
3.6. Walking Surfaces	38
3.7. Guards.....	39
3.8. Chemical Storage	40
3.9. Pools, Hot Tubs, and Other Water Features.....	40
4. Lighting and Electrical Systems	42
4.1. Electrical System	42
4.2. Outlets	42
4.3. Natural Lighting	43
4.4. Artificial Lighting	43
5. Thermal Comfort, Ventilation, and Energy Efficiency	45
5.1. Heating, Ventilation, and Air Conditioning Systems.....	45
5.2. Heating System	45
5.3. Ventilation.....	47
5.4. Air Sealing	48
6. Moisture Control, Solid Waste, and Pest Management	50
6.1. Moisture Prevention and Control	50
6.2. Solid Waste	52
6.3. Pest Management	53
7. Chemical and Radiological Agents	55
7.1. General Requirements	55
7.2. Lead-Based Paint.....	55
7.3. Asbestos.....	56
7.4. Toxic Substances in Manufactured Building Materials	57
7.5. Radon.....	58
7.6. Pesticides.....	59
7.7. Methamphetamine	59
7.8. Smoke in Multifamily Housing	60



AGENDA BILL APPROVAL FORM

Agenda Subject:

Multifamily Property Programs (Tate) (20 Minutes) (7:20 p.m.)

Date:

February 6, 2019

Department:

Community Development

Attachments:

[Memorandum](#)

[Exhibit A - Auburn City Code Ch. 5.22](#)

[Exhibit B - RCW 59.18.125](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For Discussion Only

Background Summary:

Multifamily housing programs designed to maintain both exterior and interior conditions vary greatly throughout Washington State. Cities have the authority to adopt a variety of laws and/or implement programs where the objective is to establish a minimum set of property standards as well as housing and living conditions. Attached to this agenda bill is a memo that provides an overview of programs that are already in place in Auburn as well as programs that are in place in other cities.

Reviewed by Council Committees:

Councilmember: Trout-Manuel

Staff:

Tate

Meeting Date: February 11, 2019

Item Number:



Memorandum

To: City Council Members

From: Jeff Tate, Director of Community Development

CC: Mayor Nancy Backus

Date: February 4, 2019

Re: Multifamily Property Programs and Inspections

Multifamily Profile of Auburn

In Auburn there are approximately 460 properties that qualify as Multifamily properties. Multifamily includes communal residence, duplex, triplex, fourplex and larger complexes. The breakdown of these types of properties are as follows:

- Duplex – 151
- Triplex – 17
- Fourplex – 136
- Apartments – 125
- Communal Residences – 30

The 460 multifamily properties provide approximately 12,000 dwelling units. This represents approximately 28% of the total number of dwelling units within the City (43,000 dwelling units of which 31,000 are single family and 12,000 are multifamily)¹.

While not multifamily, it is worth noting that there are 552 single family homes that currently hold a rental housing license. It is likely that there are more single family homes that are being rented due to the fact that many landlords are not aware of the requirement to obtain a City of Auburn rental housing license.

Multifamily Programs in Auburn

The City of Auburn has established multiple laws and programs that regulate multifamily properties and that are designed to establish minimum standards for property maintenance, housing condition/quality, and that ensure the City is actively engaged with multifamily property owners and managers. Those laws and programs are as follows:

Rental Housing Licensing

¹ Mobile Home Parks may be reflected in either the single family category or the rental category, but not both. This is because some mobile home parks operate under a model where homes are individually owned and spaces leased, while other parks have ownership of the individual homes that they then rent to a tenant.

In 2002 City Council adopted Chapter 5.22 of the Auburn City Code entitled “Rental Housing Business License and Strategies.” This code established the requirement for all owners of rental housing to obtain a rental housing license. The code also establishes a number of features and requirements (the full text of Chapter 5.22 is attached as Exhibit A):

- ACC 5.22.020 – A fee structure: owners of between 1 and 4 rental dwelling units pay \$53 per year; owners of between 5 and 25 units pay \$106 per year; and owners of more than 25 units pay \$212 per year.
- ACC 5.22.030 – The option for the Mayor to create a Rental Housing Advisory Board. From its inception in 2002 this Board has never been established. Mayor Backus has asked City staff to work towards establishing this Board in 2019.
- ACC 5.22.040 – Rental housing business license criteria which allows the City to require property owners to engage with Police and Code Enforcement in order to develop and implement strategies focused on reducing crime. This section of code also provides the City with the authority to inspect residential units of rental housing if the owner fails to meet the criteria established in this section. This section of code lays out a progressive series of actions that serves as the “playbook” that City staff utilizes when engaging multifamily property owners.
- ACC 5.22.050 – Rental housing criteria that is intended to preclude discriminatory practices when screening potential tenants.
- ACC 5.22.060 – License approval and disapproval procedures.
- ACC 5.22.080 – License revocation procedures.
- ACC 5.22.110 – Reimbursement for transitional costs. This section of code requires the property owner to incur tenant relocation costs in the event that the City closes a rental housing property due to the failure to comply with criminal codes or any health, fire, housing or life-safety code.

Auburn Police Department Community Response Team (CRT)

The City of Auburn Police Department CRT Officers have a very strong working relationship with multifamily property owners and managers. Auburn PD believes that this relationship is essential to serving positive outcomes at multifamily properties. The CRT Officers are tasked with engaging owners and managers with the intent of fostering a good working relationship. While 911 offers a resource that can be used during a specific event, CRT Officers are able to focus on working through more persistent issues that may arise on an ongoing basis at a multifamily property. This could pertain to a specific tenant that is challenging the multifamily property owner and/or multifamily community, or consultations on how to create a safer multifamily community for the residents, or simply to put names and faces together.

Safe Auburn For Every Residence (SAFER)

ACC 5.22.040 allows the City to require a property owner or property manager to attend crime free housing training programs. The City requires all multifamily rental license holders to attend Multifamily Housing Manager Training. Training is offered 4 times per year and consists of a full 8 hour session that is hosted by the Auburn Police Department, City Code Enforcement staff, and representatives of the Valley Regional Fire Authority. Property owners or managers are required to attend this training in order to obtain and retain their rental housing license.

The City has also established the SAFER program. After completing Multifamily Housing Manager Training, property owners may seek enrollment in the SAFER program. To be enrolled in the program a property owner allows the City to conduct a full property inspection that includes an evaluation of all structures, stairways,

landscaping, lighting, and a variety of other features. If a property passes all inspection points it is enrolled in the program. The owner is then provided with the SAFER certification which they can use in their marketing materials. Additionally, the City provides the owner with a framed certificate, window clings, pens, a mug, and several other items that are branded with the SAFER logo.

International Property Maintenance Code (IPMC)

City Council has adopted the IPMC as part of the City's building code. The IPMC establishes minimum standards for interior living conditions (plumbing, heating, ventilation, mold/mildew, moisture, pests) as well as the exterior conditions (landscaping, structural condition, on-site parking, walkways, and lighting) of a property.

Chapter 1.25 of the Auburn City Code provides City Code Enforcement Officers with the authority to enforce all elements of the IPMC. Laws established under Chapter 1.25, the IPMC, and the Rental Housing Business License program work in concert with each other. When a tenant, neighbor or property owner submits a complaint regarding either the property or living conditions of a multifamily property, the City will conduct an inspection of the property or dwelling unit and take appropriate enforcement action as necessary.

Other Cities

Tukwila

- The City requires a multifamily inspection once every four years.
- For properties that have 4 or fewer dwelling units the property owner may hire a private inspector or utilize a city inspector. For larger properties, a private inspector is a requirement.
- The City does not require that a property owner utilize an inspector from a pre-approved/pre-qualified list. However, the city has established a list of pre-approved/pre-qualified list that a property owner has the option to utilize in order to increase greater certainty of qualifications and familiarity with local requirements.
- The City requires that a property owner pass a rental property inspection in order to obtain their initial rental housing license.

Kent

- Just beginning a rental housing inspection program. As a result of public meetings in 2015/2016 where more than 200 attendees of a series of public meetings expressed concern over the declining quality and appearance of multifamily properties.
- In 2018 the Kent City Council adopted city code amendments that established a mandatory multifamily inspection program. Modeling their program after Lakewood and Bellingham.
- All rental properties must be registered but only multifamily properties must be inspected.
- They estimate 19,000 dwelling units citywide. Inspections will be conducted by third party inspectors. The city is not conducting inspections. The city is developing standards for inspectors to be placed on a "preferred inspector" list. Inspection required every 3 years.

Lakewood

- Lakewood established the Rental Housing Safety Program (RHSP) in order to ensure that residential rental housing meets specific health and safety standards and to promote compliance with these standards so that the health and safety of tenants are not jeopardized.
- City employs two multifamily inspectors. Property owners are provided with the option to either hire a third party inspector or they may utilize city inspection services. If a third party service is utilized, the private inspector must have passed the City's RHSP inspection training course and possess certain credentials.
- Inspection is required every 5 years. Anticipate 3,500 rental dwelling units which would result in approximately 700 inspections per year. Properties are selected on a lottery system in order to randomize chosen properties. Inspections are conducted for both single family and multifamily dwelling units.
- Within a multifamily property complex the number of dwelling units inspected is based on the categories established in RCW 59.18.125 (for properties with 20 or fewer dwelling units, no more than 4 units may be inspected; for properties with more than 20 dwelling units, no more than 20% of units may be inspected). Per the RCW, a local municipality can inspect more units if the initial inspections reveal compliance problems.
- The landlord must follow the Landlord Tenant Act when providing notice to individual tenants that an inspection of an individual unit will be scheduled. Tenants must comply with the inspection notice by providing access to their unit. Denying access will result in penalties as outlined in state law.
- Property owners must complete an inspection within 9 months of receiving notice from the City. Once a property passes inspection the City issues a Certificate of Compliance that is valid for 5 years.
- Lakewood makes information available to both property owners and tenants. Lakewood is clear to communicate that tenants are still required to follow steps outlined in the State's Landlord Tenant Act or the Manufactured/Mobile Home Tenant Act if they have concerns over unsafe living conditions.

Bellingham

- The City of Bellingham established a residential rental property program in March 2015. The program applies to single family homes and multifamily properties.
- Bellingham titled their ordinance "Ordinance Protecting Vulnerable Renters". Besides establishing a rental property registration and inspection program, Bellingham also established requirements related to source of income discrimination, 60 day notice requirements of rent increases, and 60 day notice requirements for notices to vacate.
- Inspections are required every 3 years. Owners have the option to use a City of Bellingham inspector or a pre-qualified private inspector selected from an approved private inspector list.
- Landlords are responsible for notifying tenants of individual unit inspections consistent with Landlord Tenant laws.

Others that have created registration/license and inspection programs

- Mount Vernon
- Mountlake Terrace
- Pasco
- Prosser
- Seattle
- Sunnyside

- Toppenish

State Laws

RCW 35A.82.020 authorizes cities to require business licenses of those who are in the business of renting residential property. The City of Auburn established a rental housing business license requirement in 2002.

In 2010 the Washington State Legislature authorized local municipalities to establish rental inspection programs (RCW 59.18.125). A copy of RCW 59.18.125 is attached as Exhibit B. The following are highlights of this legislation:

- Cities are allowed to establish a requirement that landlords must provide a certificate of inspection as a business license condition.
- A city may require inspections no more frequently than once every 3 years.
- If a program is adopted, Landlords are required to provide notification to their tenants that inspections of individual units may be required.
- For rental properties that have 20 or fewer units, the municipality is precluded from requiring more than 4 individual unit inspections.
- For rental properties that have 21 or more units, the municipality is precluded from requiring more than 20% of the individual units inspected, not to exceed 50 units.
- The municipality may demand a greater number of individual units to be inspected if any of the units fail the initial inspection.
- The program must allow for a property owner to have the option to hire a private inspector.

Chapter 5.22

RENTAL HOUSING BUSINESS LICENSE AND STRATEGIES

Sections:

- 5.22.010 Definitions.
- 5.22.020 Business license – Fee.
- 5.22.030 Advisory board on rental housing.
- 5.22.040 Rental housing business license criteria.
- 5.22.045 Additional rental housing business license criteria for multifamily dwelling units.
- 5.22.050 License application – Required – Form.
- 5.22.060 License application – Approval or disapproval procedure.
- 5.22.070 License – Display – Nontransferability – Responsibility.
- 5.22.080 License – Revocation.
- 5.22.090 Employment of law enforcement officers.
- 5.22.100 Duty to comply with all federal, state and local laws and regulations – Business license revocation.
- 5.22.110 Reimbursement for transitional costs.
- 5.22.120 Violation – Penalty.
- 5.22.130 Nonexclusive enforcement.

5.22.010 Definitions.

The following words and phrases when used in this chapter shall have the meanings set forth below:

- A. “Rental housing owners,” as used in this chapter, means the individual(s) and/or business entities owning or having an ownership interest in any rental housing unit(s) within the city of Auburn.
- B. “Non-owner managers,” as used in this chapter, means any person(s) or business entity hired or engaged for the purpose of providing management services for any rental housing units within the city of Auburn, where the manager(s) has/have no ownership in the rental housing units being managed.
- C. “Rental unit” means any dwelling unit in the city which is occupied pursuant to a lawful rental agreement, oral or written, express or implied, which is not owned by its occupant(s) as a condominium unit or cooperative unit on the effective date of the ordinance codified in this chapter. For the purposes hereof, “rental housing” and “rental units” shall have the same meaning unless the context clearly indicates otherwise.
- D. “Residential unit,” as used in this chapter, means a building or portion of a building intended to be occupied by one family and containing sleeping, eating, cooking and sanitation facilities as required by this code.
- E. “Ongoing criminal activity,” as used in this chapter, occurs when:
 - 1. Within any six-month period, the property of a rental housing business which is subject to the licensing requirements of this chapter, and which has up to 10 rental units, is the location for three or more crimes, as defined by the Revised Code of Washington or the Auburn City Code, as a result of three or more separate factual incidents that have been independently investigated by any law enforcement agency; or
 - 2. Within any 12-month period, the property of a rental housing business which is subject to the licensing requirements of this chapter, and which has more than 10 rental units, is the location for three or more crimes, as defined by the Revised Code of Washington or the Auburn City Code, as a result of three or more separate factual incidents that have been independently investigated by any law enforcement agency.
- F. “Ongoing nuisance activity,” as used in this chapter, occurs when:

1. Within any six-month period, the property of a rental housing business which is subject to the licensing requirements of this chapter, and which has up to 10 rental units, is the location for three or more nuisance activities, as defined by the Auburn City Code, as a result of three or more separate factual incidents that have been independently investigated by any law enforcement agency; or
2. Within any 12-month period, the property of a rental housing business which is subject to the licensing requirements of this chapter, and which has more than 10 rental units, is the location for three or more nuisance activities, as defined by the Auburn City Code, as a result of three or more separate factual incidents that have been independently investigated by any law enforcement agency.

G. "Rental housing business," as used in this chapter, means any person, company, association or entity that rents or leases, or makes available for rent or lease, one or more rental units for rent or lease as residential units. (Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.020 Business license – Fee.

Each rental housing business operating in the city, as defined herein, shall obtain and maintain in good standing a "rental housing business license" issued by the city in accordance with the procedures of this chapter and this title.

- A. The fee for a rental housing business license shall be as set forth in the city of Auburn fee schedule.
- B. The business license fee shall be for the calendar year (January 1st through December 31st), and each applicant for the business license must pay the full business license fee for the current calendar year or portion thereof during which the applicant has engaged in business, regardless of when during the calendar year the license is obtained.
- C. The rental housing business license fee required by this chapter is in lieu of, and not in addition to, the general business license fee required by Chapters [5.10](#) and [5.15](#) ACC; provided, however, that any person required to obtain a rental housing business license must also obtain a general business license, at no cost, pursuant to Chapters [5.10](#) and [5.15](#) ACC. (Ord. 6477 § 1, 2013; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.030 Advisory board on rental housing.

There is hereby established as an advisory board to the city, to be known as the advisory board on rental housing. The advisory board shall be comprised of interested owners and managers of rental housing units and other interested persons, appointed by the mayor to serve on an as-needed basis. The police chief or designee shall serve as an ex officio member of the board. The advisory board shall meet quarterly, or as needed. The advisory board shall act in an advisory capacity and assist the city, as needed, in connection with rental housing related issues in the city and regionally, including:

- A. Facilitate cooperation and coordination with the city police department on rental housing issues;
- B. Recommend to the city programs and strategies to enhance community awareness of rental housing related issues;
- C. Recommend approaches for rental housing training programs, including city and police sponsored training;
- D. Develop networking and strategies for city police to deal with rental housing issues and develop partnership and support programs, educational programs, consistent crime-free approaches, "no-tolerance for crime," property protection and preparation programs;
- E. Coordinate, develop and disseminate procedures for tenant screening, rental housing agreements (including language to include enforcement of rules and protection of facilities and neighborhoods), eviction techniques and

strategies;

F. Provide ongoing management resources, including regular, periodic meetings, telephone and other response strategies;

G. Monitor inappropriate activities by owners, managers and operators of rental housing units, and counsel said owners, managers and operators in reasonable alternatives – such monitoring to be done through the receipt of complaints or by any other legally viable method;

H. Promote strong ties and build mutually beneficial relationships between police and rental housing operators by teaching methods for recognizing illegal activity, identifying and reporting crimes, knowing police functions and roles, exchanging information with police and other agencies and by using any other reasonable method;

I. Develop linkages to other agencies and resources, including the fire department, HUD and Section 8 Programs, Safe Streets, Neighborhood Watch, etc.;

J. Develop and/or identify dispute resolution alternatives and similar resources that may be utilized in disputes between the owners, managers and operators of rental housing units and tenants, and others with interests therein;

K. Recognize and incorporate programs and procedures that identify and reflect cultural influences and sensitivities, and which promote greater understanding of differences in the tenant/community population;

L. Act as liaison between the rental housing community and the police department whenever possible;

M. Partner, on behalf of the city, with other agencies or entities to seek programs and grants to support and enhance rental housing residential stock in the city; and

N. Participate in such other and related roles and functions as requested by the city. (Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.040 Rental housing business license criteria.

A. Managers and operators of rental housing businesses shall comply with the criteria established in this section and chapter in order to maintain their rental housing business license in good standing as required by ACC [5.22.020](#). The city shall identify and communicate with the managers and operators of rental housing businesses, as it deems appropriate, regarding the criteria established in this chapter. The city shall establish forums for information sharing and enforcement review, as it deems appropriate, in order to encourage voluntary compliance with these criteria prior to mandatory enforcement. Rental housing business owners or their non-owner managers shall comply as necessary with the following specific criteria as well as all other requirements of this chapter in order to maintain their business license in good standing:

1. Attendance and participation in crime-free housing training programs when such are offered by the Auburn police department or other city department and the license holder is given written notice to attend. Attendance and participation may be required by the city whenever a residential unit is the location for any criminal or nuisance activity which results in an arrest for criminal activity or the issuance of an infraction citation in the case of a nuisance, whether or not the arrestee or cited person is a tenant;
2. Mutually derived crime prevention strategies as established and agreed to by and between the city and the rental housing owner and/or manager;
3. City Directed Crime Prevention Strategies. If the implementation of criteria in subsections (A)(1) and (2) of this section is unsuccessful in eliminating recurring criminal or nuisance activity the city will notify the rental housing business owner or manager in writing of the requirement to comply with a particular city directed

crime prevention strategy. The city may implement a city directed crime prevention strategy whenever a residential unit is the location for any criminal or nuisance activity which results in an arrest or issuance of a citation whether or not the person arrested or cited is a tenant. Strategies will be reasonably tailored to the particular location and situation and will be consistent with strategies implemented by other municipalities in similar situations;

4. Upon written request, the rental housing owner or manager shall allow inspection of rental housing residential units consistent with their ability to do so under the requirements of the landlord-tenant statutes of the state of Washington and the Auburn City Code. The city may, with the legally obtained consent of an occupant or owner, or pursuant to a lawfully issued warrant, enter any building, structure or premises in the city to inspect or perform any duty imposed by this code;

5. In the event that recurring criminal or nuisance activity continues at any particular location which is subject to the licensing requirements of this chapter and the imposition of criteria in subsections (A)(1) through (4) of this section has failed to eliminate the recurring criminal or nuisance activity at the location, the rental housing owner may hire security officers selected by the manager-operator. Voluntary implementation of manager-operator selected security shall stay revocation of the business license so long as the security is effective in eliminating the recurring criminal and/or nuisance activity at said licensed location;

6. In the event that criminal or nuisance activity continues to occur at any particular location which is subject to the licensing requirements of this chapter and the imposition of criteria in subsections (A)(1) through (4) of this section and implementation of criteria in subsection (A)(5) of this section has failed to eliminate recurring criminal or nuisance activity at the particular location the rental housing owner may request or agree to city directed off-duty police security. Voluntary implementation of city directed off-duty police security shall stay revocation of the business license so long as the security is effective in eliminating ongoing criminal and/or nuisance activity at the particular licensed location;

7. In the event that the rental housing business owner does not comply with criteria in subsections (A)(1) through (6) of this section, the city may revoke the rental housing business owner's license. Business license revocation shall be the ultimate resort for enforcement purposes. Business license revocation shall occur as otherwise set out in this chapter.

B. The criteria listed above shall be implemented in a priority beginning with criteria in subsection (A)(1) of this section and ending with criteria in subsection (A)(7) of this section. It is envisioned that most problems can be resolved by participation in crime-free housing training and implementation of its recommended practices. Failure to participate in strategies in subsections (A)(1) through (6) of this section may subject the licensed/registered party to revocation. Any expense incurred in connection with subsections (A)(2) through (5) of this section will be borne by the licensed/registered party.

It is further provided that the "inspection of the residential units of rental housing units," subsection (A)(4) of this section, includes inspection of residential units in the complex for any applicable health, building, fire, housing or life-safety code violations, or other serious violations.

C. The following requirements are established for communal residences as defined in ACC Title 18.

1. The owner/landlord must provide the following information and any additional information on the rental business license application form at the time of submittal:

- a. Total number of bedrooms in the rental unit.
- b. Total number of occupants.

2. The owner/landlord must provide updated information for each of the items outlined in subsection (C)(1) of this section each year with their rental business license renewal.
3. The owner/landlord must sign a statement that confirms their understanding and acceptance of the conditions and obligations incurred as a landlord. At a minimum, the statement will:
 - a. Outline the landlord's responsibilities for providing a safe living environment for their tenants.
 - b. That structural additions and modifications are to be properly permitted and inspected.
 - c. That garbage and recycling will be properly managed.
 - d. That adequate off-street parking will be provided for all tenants meeting the requirements of ACC [18.31.130](#).
 - e. That noise and other public nuisances, see ACC Title [8](#), will be monitored and controlled.
 - f. That annual inspections are required in order to obtain a rental housing business license.
 - g. That anyone under the age of 18 is subject to the curfew regulations in Chapter [9.10](#) ACC.
4. If the owner/landlord is in violation of the requirements for a communal residence, then the code enforcement actions outlined in Chapter [1.25](#) ACC will be taken. (Ord. 6477 § 2, 2013; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.045 Additional rental housing business license criteria for multifamily dwelling units.

In addition to the business license criteria set forth in ACC [5.22.040](#), rental housing businesses consisting of multifamily dwelling units shall comply with the following license requirements:

- A. Property owners, property managers, landlords, and their agents who offer for rent or lease "multifamily dwelling units" as defined in this section may not refuse to rent or lease such a dwelling unit to any residential tenant or prospective residential tenant or otherwise discriminate or retaliate against any residential tenant or prospective residential tenant solely on the basis that the person proposes to pay a portion of the rent from a "source of income" as defined in this section.
- B. If property owners, property managers, landlords, and/or their agents elect to use a rent to income ratio in the rent calculation process any form of income, such as a rent voucher or subsidy, shall be deducted from the total monthly rent calculation for meeting income criteria in the rental screening process.
- C. For the purposes hereof, the following definitions shall apply:
 1. "Multifamily dwelling units" means housing where two or more separate housing units for residential inhabitants are contained within one building or several buildings within one complex.
 2. "Source of income" includes income derived from social security, supplemental security income, other retirement programs, and any federal, state, and local subsidy programs, including housing assistance, public assistance, and general assistance programs.
- D. The provisions of this section shall not apply if the dwelling unit does not qualify for participation in the tenant's "source of income" program. However, any property owner, manager or agent that refuses to rent a dwelling unit to a person based upon the proposed use of funds from a "source of income" must notify that person in writing of the reasons why the dwelling unit is ineligible for participation in the particular "source of income" program. Refusal to allow a health and safety inspection of the property by a public housing authority or subsidy program inspector shall not be considered a legitimate basis for refusing to rent due to program ineligibility.

E. The provisions of this section shall not apply where one portion of a duplex unit is owner occupied. (Ord. 6652 § 1, 2017.)

5.22.050 License application – Required – Form.

A. Every person required to have a license under the provisions of this chapter shall submit an application for such license to the business license clerk, as designated by the mayor. The application shall be a written statement upon a form provided by the business license clerk.

B. Whenever a license cannot be issued at the time the application for the same is made, the business license clerk shall issue a receipt to the applicant for the money paid in advance subject to the following conditions: such receipt shall not be construed as the approval of the business license clerk for the issuance of a license, nor shall it entitle or authorize the applicant to open or maintain any business contrary to the provisions of this chapter. (Ord. 5897 § 12, 2005; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.060 License application – Approval or disapproval procedure.

The business license clerk shall collect all license fees and shall issue licenses in the name of the city to all persons qualified under the provisions of this chapter and shall:

A. Adopt all forms and prescribe the information required to implement this chapter;

B. Submit all applications to department heads of the city of Auburn building, fire, planning and police departments;

C. Notify any applicant of the acceptance or rejection of his/her application and shall, upon denial of any license, state in writing the reasons therefor, the process for appeal and deliver them to the applicant;

D. Deny any application for license upon written findings that the granting would violate this chapter. A violation of this chapter shall be considered to be detrimental to the public peace, health or welfare:

1. Whenever any such license is denied the applicant may within 15 days from date of action file written notice of appeal to the city's hearing examiner. Action of the hearing examiner may be appealed 15 days from date of action to the city council and action of the council shall be conclusive and not subject to review.

2. When the issuance is denied and any action instituted by the applicant to compel its issuance, such applicant shall not engage in the business for which the license was refused unless a license is issued pursuant to a judgment ordering the same. (Ord. 5897 § 13, 2005; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.070 License – Display – Nontransferability – Responsibility.

A. Upon receipt of the license, the license shall be retained on the premises of the rental housing business owner's principal office or place of business where it may be inspected at any time, or shall be carried, as appropriate.

B. No license issued under the provisions of this chapter shall be transferable or assignable.

C. The agents or other representatives of nonresidents who are doing business in this city shall be personally responsible for the compliance of their principals and the businesses they represent with this chapter. (Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.080 License – Revocation.

A. Any license issued under the provisions of this chapter may be revoked by the mayor or designee and/or police chief and/or building official and/or fire chief for any reason if the further operation thereof would be in violation of this chapter and therefore detrimental to public peace, health or welfare. Any license issued under the provisions of this chapter may also be revoked in the following circumstances:

1. The license was obtained through fraud or misrepresentation of fact;
2. The owner or manager has been convicted of a crime, or suffered civil judgment or is the subject of a consent decree which bears a direct relationship to the rental housing business;
3. The owner or manager takes action or contributes to action in violation of the city's zoning codes or development regulations, or commits or permits a public nuisance on the premises licensed pursuant to this chapter;

B. Except in the case of emergency due to significant physical danger to one or more tenants, a notice of intent to revoke the business license shall be mailed to the owner and posted on the premises at least 30 days in advance of the effective date for revocation. In the case of emergency described above the notice of intent to revoke shall be provided to the owner and posted on the premises as early as possible. The premises shall be completely vacated upon the date the revocation becomes effective unless the city determines that there is no imminent physical danger to the tenants. If the city determines that there is no imminent physical danger they may make arrangements with the tenants to continue to reside on the premises for a reasonable amount of time in order to allow time for orderly relocation. Whenever any such license is revoked or notice of impending revocation is sent out, the licensee may within 15 days from date of action file written notice of appeal to the city's hearing examiner. Action of the hearing examiner may be appealed within 15 days from date of action to the city council and action of the council shall be conclusive and not subject to review. (Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.090 Employment of law enforcement officers.

In the event the owner, operator or manager of the rental housing business secures the services of one or more law enforcement officer(s) to properly enforce the applicable laws, rules and regulations and to maintain order in the rental housing business, pursuant to ACC [5.22.040\(A\)\(6\)](#), all expense for such service shall be borne by the rental housing business owner, manager or operator. (Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.100 Duty to comply with all federal, state and local laws and regulations – Business license revocation.

All persons licensed pursuant to this chapter must comply with all federal, state and local laws and regulations which relate to or in any way affect the rental housing business, including all criminal laws for which the violation could negatively affect the tenants of rental housing units. Violation of this section shall constitute grounds for revocation of the business license. (Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.110 Reimbursement for transitional costs.

In the event that a rental housing business is closed by the city or any agency acting on behalf of or in coordination with the city stemming from enforcement of the provisions of this chapter or any applicable criminal code or any health, building, fire, housing or life-safety code, or other serious violations, it shall be a prerequisite condition for the license to be reinstated and/or the rental housing units to be allowed to re-open/available for rental that the operator of the rental housing business reimburse the city for any transitional costs and/or tenant relocation costs incurred by the city that are directly attributable to such closure. For the purposes hereof, "transitional costs and/or tenant relocation costs" include but are not limited to tenant travel costs and temporary hotel vouchers or other expenses incurred to procure alternate housing following tenant displacement for a reasonable time to alleviate the impacts of displacement. The amounts of such costs shall be as determined in

the discretion of the mayor in consultation with the police chief and with representatives of agencies engaged in providing social services within the city. It is provided, however, that nothing in this chapter shall preclude the city from seeking and obtaining funds from grants or other sources to cover or help defray the transitional costs, and receipt of such grants or other funds shall not relieve the operators of the rental housing businesses from the reimbursement requirements hereof. (Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.120 Violation – Penalty.

Failure of a rental housing business owner, manager or operator to operate a rental housing business without obtaining or maintaining in good standing a rental housing business license, as required by this chapter, is punishable in accordance with ACC [5.15.110](#). (Ord. 6567 § 4, 2016; Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

5.22.130 Nonexclusive enforcement.

The city's action to enforce one provision of this chapter or to pursue one avenue of enforcement shall not preclude the city from enforcing any other provision of this chapter and/or from pursuing any other avenue of enforcement, and the mayor or designated city official is entitled to use any methods or processes available under the law to enforce the requirements hereof. (Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

The Auburn Municipal Code is current through Ordinance 6708, passed through December 17, 2018.

Disclaimer: The City Clerk's Office has the official version of the Auburn Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

RCW 59.18.125**Inspections by local municipalities—Frequency—Number of rental properties inspected—Notice—Appeals—Penalties.**

(1) Local municipalities may require that landlords provide a certificate of inspection as a business license condition. A local municipality does not need to have a business license or registration program in order to require that landlords provide a certificate of inspection. A certificate of inspection does not preclude or limit inspections conducted pursuant to the tenant remedy as provided for in RCW 59.18.115, at the request or consent of the tenant, or pursuant to a warrant.

(2) A qualified inspector who is conducting an inspection under this section may only investigate a rental property as needed to provide a certificate of inspection.

(3) A local municipality may only require a certificate of inspection on a rental property once every three years.

(4)(a) A rental property that has received a certificate of occupancy within the last four years and has had no code violations reported on the property during that period is exempt from inspection under this section.

(b) A rental property inspected by a government agency or other qualified inspector within the previous twenty-four months may provide proof of that inspection which the local municipality may accept in lieu of a certificate of inspection. If any additional inspections of the rental property are conducted, a copy of the findings of these inspections may also be required by the local municipality.

(5) A rental property owner may choose to inspect one hundred percent of the units on the rental property and provide only the certificate of inspection for all units to the local municipality. However, if a rental property owner chooses to inspect only a sampling of the units, the owner must send written notice of the inspection to all units at the property. The notice must advise tenants that some of the units at the property will be inspected and that the tenants whose units need repairs or maintenance should send written notification to the landlord as provided in RCW 59.18.070. The notice must also advise tenants that if the landlord fails to adequately respond to the request for repairs or maintenance, the tenants may contact local municipality officials. A copy of the notice must be provided to the inspector upon request on the day of inspection.

(6)(a) If a rental property has twenty or fewer dwelling units, no more than four dwelling units at the rental property may be selected by the local municipality to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.

(b) If a rental property has twenty-one or more units, no more than twenty percent of the units, rounded up to the next whole number, on the rental property, and up to a maximum of fifty units at any one property, may be selected by the local municipality to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.

(c) If a rental property is asked to provide a certificate of inspection for a sample of units on the property and a selected unit fails the initial inspection, the local municipality may require up to one hundred percent of the units on the rental property to provide a certificate of inspection.

(d) If a rental property has had conditions that endanger or impair the health or safety of a tenant reported since the last required inspection, the local municipality may require one hundred percent of the units on the rental property to provide a certificate of inspection.

(e) If a rental property owner chooses to hire a qualified inspector other than a municipal housing code enforcement officer, and a selected unit of the rental property fails the initial inspection, both the results of the initial inspection and any certificate of inspection must be provided to the local municipality.

(7)(a) The landlord shall provide written notification of his or her intent to enter an individual unit for the purposes of providing a local municipality with a certificate of inspection in accordance with RCW 59.18.150(6). The written notice must indicate the date and approximate time of the inspection and the company or person performing the inspection, and that the tenant has the right to see the inspector's identification before the inspector enters the individual unit. A copy of this notice must be provided to the inspector upon request on the day of inspection.

(b) A tenant who continues to deny access to his or her unit is subject to RCW 59.18.150(8).

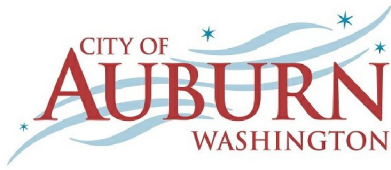
(8) If a rental property owner does not agree with the findings of an inspection performed by a local municipality under this section, the local municipality shall offer an appeals process.

(9) A penalty for noncompliance under this section may be assessed by a local municipality. A local municipality may also notify the landlord that until a certificate of inspection is provided, it is unlawful to rent or to allow a tenant to continue to occupy the dwelling unit.

(10) Any person who knowingly submits or assists in the submission of a falsified certificate of inspection, or knowingly submits falsified information upon which a certificate of inspection is issued, is, in addition to the penalties provided for in subsection (9) of this section, guilty of a gross misdemeanor and must be punished by a fine of not more than five thousand dollars.

(11) As of June 10, 2010, a local municipality may not enact an ordinance requiring a certificate of inspection unless the ordinance complies with this section. This prohibition does not preclude any amendments made to ordinances adopted before June 10, 2010.

[2010 c 148 § 2.]



AGENDA BILL APPROVAL FORM

Agenda Subject:
Matrix

Department:
City Council

Attachments:

[Special Focus Area Key](#)
[Matrix](#)

Date:
February 7, 2019

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

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Meeting Date: February 11, 2019

Staff:

Item Number:

SPECIAL FOCUS AREAS

COMMUNITY WELLNESS	FINANCE, TECHNOLOGY, & ECONOMIC DEVELOPMENT	PUBLIC WORKS & COMMUNITY DEVELOPMENT	MUNICIPAL SERVICES
PUBLIC HEALTH AND WELLNESS COMMUNITY & NEIGHBORHOOD SERVICES HOMELESSNESS & HOMELESSNESS PREVENTION HOUSING QUALITY, AFFORDABILITY & ATTAINABILITY HUMAN & SOCIAL SERVICES DOMESTIC VIOLENCE SERVICES COMMUNITY EQUITY	EQUIPMENT RENTAL FACILITIES INNOVATION & TECHNOLOGY CITY REAL PROPERTY BUSINESS DEVELOPMENT SISTER CITIES INTERNATIONAL	UTILITIES TRANSPORTATION SUSTAINABILITY ENVIRONMENTAL PROTECTION CULTURAL ARTS & PUBLIC ARTS PLANNING & ZONING PERMITS & DEVELOPMENT RIGHT OF WAY MANAGEMENT AIRPORT AIRPORT BUSINESS	POLICE SCORE JAIL DISTRICT COURT PARKS & RECREATION ANIMAL CONTROL SOLID WASTE EMERGENCY PLANNING MULTIMEDIA CEMETERY
Councilmember Trout-Manuel, Chair Councilmember DaCorsi, Vice Chair	Councilmember Wales, Chair Councilmember Holman, Vice Chair	Councilmember DaCorsi, Chair Councilmember Baggett, Vice Chair	Councilmember Brown, Chair Deputy Mayor Pelozo, Vice Chair
2019 MEETING DATES February 11, 2019 April 8, 2019 June 10, 2019 August 12, 2019 October 14, 2019 December 9, 2019	2019 MEETING DATES February 25, 2019 April 22, 2019 June 24, 2019 August 26, 2019 October 28, 2019 December 23, 2019	2019 MEETING DATES January 14, 2019 March 11, 2019 May 13, 2019 July 8, 2019 September 9, 2019 November 12, 2019	2019 MEETING DATES January 28, 2019 March 25, 2019 May 27, 2019 July 22, 2019 September 23, 2019 November 25, 2019

COUNCIL MATRIX

NO.	TOPIC	Chair	STAFF LEAD(S)	STUDY SESSION REVIEW DATE(S)	COUNCIL DISCUSSION SUMMARY	ACTION DATE
1	Capital Projects Update and Featured Capital Project Discussion	Chair DaCorsi Vice Chair Baggett	Director Gaub	3/11/2019		
2	Plastic Bag Ban	Chair DaCorsi Vice Chair Baggett	Director Tate	3/11/2019		
3	Auburn Avenue Theater	Chair DaCorsi Vice Chair Baggett	Director Faber	3/11/2019		
4	Auburn Valley Arts Group	Chair DaCorsi Vice Chair Baggett	Director Faber	TBD		
5	Tenant Protection Measures	Chair Trout-Manuel Vice Chair DaCorsi	Director Tate	2/11/2019		
6	Multifamily Housing Protections	Chair Trout-Manuel Vice Chair DaCorsi	Director Tate	2/11/2019		
7	Domestic Violence/Advocacy Report	Chair Trout-Manuel Vice Chair DaCorsi	City Attorney Gross	4/8/2019		
8	Information Technology	Chair Wales Vice Chair Holman	Director Travis	2/25/2019		
9	Funding Options	Chair Wales Vice Chair Holman	Director Coleman			
10	Pete Lewis Park Update	Chair Brown Chair Deputy Mayor Peloza Vice Chair Brown	Director Faber	3/25/2019		
11	Park and Rec Update	Chair Brown Chair Deputy Mayor Peloza Vice Chair Brown	Director Faber	3/25/2019		