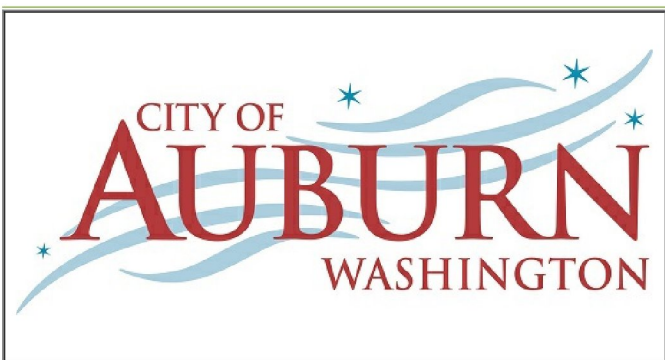


	City Council Meeting February 7, 2022 - 7:00 PM City Hall Council Chambers and Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

- A. Boards and Commissions Appointments

City Council to approve the following appointments to boards and commissions for three year terms expiring December 31, 2024:

Human Services Committee

Suzanne Pak
Erica Tomas

Planning Commission

Hanan Amer
Julie Berry
Kent Sprague

Transportation Advisory Board

Emmanuel Dolo, Citizen at Large Position

IV. AGENDA MODIFICATIONS

V. PUBLIC PARTICIPATION

- 1. Public Participation

The Auburn City Council Meeting scheduled for Monday, February 7, 2022 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

Zoom: <https://us06web.zoom.us/j/81544782973>

The public can also view the meeting on YouTube:

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

To join the meeting by phone, please use the below call-in information:

253 215 8782
877 853 5257 (Toll Free)

Webinar ID:815 4478 2973

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

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

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

Participants can submit written comments via mail, fax or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail comments to:

City of Auburn

Attn: Shawn Campbell, City Clerk

25 W Main St

Auburn, WA 98001

Please fax comments to:

Attn: Shawn Campbell, City Clerk

Fax number: 253-804-3116

Email comments to:

publiccomment@auburnwa.gov

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

VII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

VIII. **CONSENT AGENDA**

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

- A. Minutes of the January 10, 2022 Study Session
- B. Minutes of the January 18, 2022 Regular City Council Meeting
- C. Claims Vouchers (Thomas)
Claims Voucher list dated February 07, 2022 which included voucher numbers 466618 through 466829, in the amount of \$3,505,833.32, and ten wire transfers in the amount of \$808,623.83
- D. Payroll Vouchers (Thomas)
Payroll check numbers 539306 through 539311 in the amount of \$ 561,434.22, electronic deposit transmissions in the amount of \$2,219,494.44, also a special payroll for sick time cash out with check numbers 539312 through 539323 in the amount of \$3,400.91, electronic deposit transmissions in the amount of \$2,979.11, for a grand total of \$2,787,308.68 for the period covering January 12, 2022 to February 02, 2022

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

IX. **UNFINISHED BUSINESS**

X. **RESOLUTIONS**

- A. Resolution No. 5645 (Tate)
A Resolution authorizing the Mayor to enter into a contract with the Auburn Area Chamber of Commerce for the purposes of providing Tourism and Marketing Services

(RECOMMENDED ACTION: Move to adopt Resolution No. 5645.)

- B. Resolution No. 5646 (Hinman)
A Resolution adopting the 2022 State Legislative Agenda

(RECOMMENDED ACTION: Move to adopt Resolution No. 5646.)

- C. Resolution No. 5647 (Hinman)
A Resolution supporting legislation proposed in the Washington State Legislature relating to the creation of an Endangered Missing Person Advisory Designation for Missing Indigenous Persons

(RECOMMENDED ACTION: Move to adopt Resolution No. 5647.)

XI. MAYOR AND COUNCILMEMBER REPORTS

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

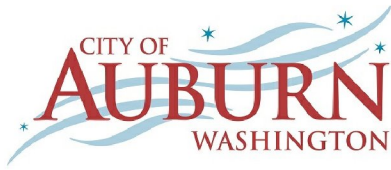
A. From the Council

B. From the Mayor

XII. NEW BUSINESS

XIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 10, 2022 Study Session

Department:

City Council

Attachments:

[01-10-2022 Minutes](#)

Date:

February 2, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

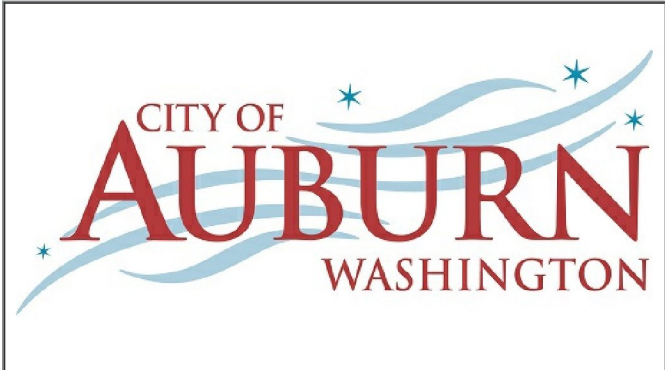
Revised Budget: \$0

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

Meeting Date: February 7, 2022

Staff:

Item Number: CA.A

	City Council Study Session PWCD SFA January 10, 2022 - 5:30 PM City Hall Council Chambers and Virtual MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

Deputy Mayor Jeyaraj called the meeting to order at 5:30 p.m.

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers virtually present: Deputy Mayor James Jeyaraj, Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Mayor Nancy Backus, Chief of Police Mark Caillier, Director of Innovation and Technology David Travis, Innovation and Technical Support Specialist Danika Olson and Deputy City Clerk Teresa Mattingly were in Chambers.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Director of Finance Jamie Thomas, Assistant Director of Engineering Services Jacob Sweeting, Utilities Engineering Manager Lisa Tobin and Senior Project Engineer Matt Larson.

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports or presentations.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. ARPA Funds Review and Modification (Thomas)(20 Minutes)

Director Thomas reviewed the American Rescue Plan Act (ARPA) funds with Council. She discussed the amount of funds awarded, primary allowable spending categories, budgeted projects and project status.

Council discussed the Utility Assistance Program, body worn camera

allocations, SCORE revenues, services for Auburn communities, the number of customers at risk of having utility services disconnected and police signing bonuses.

V. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Ordinance No. 6844 (Gaub)(10 Minutes)

An Ordinance amending Sections 13.14.010, 13.14.020, 13.14.030, 13.14.050 and 13.14.060, and repealing Auburn City Code (ACC) 13.14.040 regarding managing the City's water supply

Councilmember Stearns presided over this section of the meeting.

Director Gaub introduced Lisa Tobin who provided Council with a brief update on the proposed code changes related to the Water Emergency Response process.

Council discussed the percentage of households overusing water, the importance of educating the public on water usage and notifications specific to the announcement of an emergency.

B. Ordinance No. 6846 (Gaub)(5 Minutes)

An Ordinance amending Auburn City Code (ACC) Sections 12.04.010, 13.48.225, and 13.48.230 regarding the City's Surface Water Management Manual

Manager Tobin provided Council with a brief update on the proposed changes to the stormwater utility codes.

C. Ordinance No. 6847 (Gaub)(10 Minutes)

An Ordinance relating to restrictions and limitations of Public Right-of-Way use and revising Chapter 10.28 of the Auburn City Code (ACC)

Assistant Director Sweeting provided Council with a brief update on the proposed changes to the Auburn City Code to restrict the public right-of-way on a portion of M Street NW.

Council discussed trespass capabilities, gate maintenance responsibilities and thanked the Public Works Department for cleaning up that area.

D. End of Year Capital Projects Status Report (Gaub)(15 Minutes)

Senior Engineer Larson reviewed the End of Year Capital Projects Status Report with Council. He discussed ways to stay informed on Capital Projects and provided an update on the Capital Projects current status.

E. Overview of the Bridges (Tate)(15 Minutes)

Overview of the Bridges community: an island of Kent within the City of Auburn

Director Tate provided Council with an update on the Bridges community and discussed the benefits and potential costs of annexing the Bridges

community into the City of Auburn.

Council discussed the status of the agreement between Kent and Auburn, environmental impacts and concerns, current infrastructure and potential deferred maintenance.

VI. OTHER DISCUSSION ITEMS

Council discussed concerns with homelessness in Auburn, State legislation related to addressing homelessness and providing safe parking and accountability.

Council requested a presentation from Kent Hay related to homelessness.

VII. NEW BUSINESS

There was no new business.

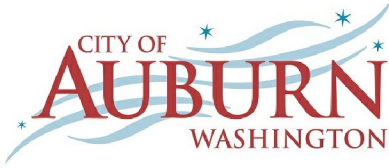
VIII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:29 p.m.

APPROVED this 7th day of February, 2022.

JAMES JEYARAJ, DEPUTY MAYOR Teresa Mattingly, Deputy City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 18, 2022 Regular City Council Meeting

Department:

City Council

Attachments:

[01-18-2022 Minutes](#)

Date:

February 2, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

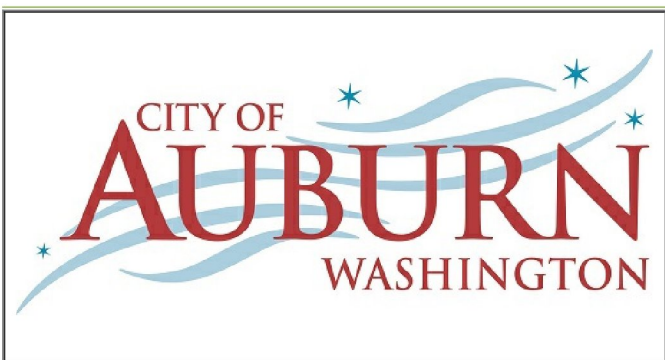
Revised Budget: \$0

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

Meeting Date: February 7, 2022

Staff:

Item Number: CA.B

	City Council Meeting January 18, 2022 - 7:00 PM City Hall Council Chambers and Virtual MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **PUBLIC PARTICIPATION**

1. **Public Participation**

The City Council Meeting was held in person and virtually.

A. **Pledge of Allegiance**

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

B. **Roll Call**

Councilmembers virtually present: Deputy Mayor James Jeyaraj, Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Mayor Nancy Backus, Director of Innovation and Technology David Travis, Chief of Police Mark Caillier, Innovation and Technical Support Specialist Danika Olson and Deputy Clerk Teresa Mattingly were in Chambers.

The following department directors and staff members attended the meeting virtually: City Attorney Kendra Comeau, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Parks, Arts, and Recreation Daryl Faber, Director of Administration Dana Hinman, Assistant Director of Innovation and Technology Ashley Riggs, Real Estate Manager Josh Arndt and Parks Planning and Development Manager Jamie Kelly.

III. **AGENDA MODIFICATIONS**

There were no modifications to the agenda.

IV. **NEW BUSINESS**

There was no new business.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

No written comments were received.

Virginia Haugen, 2503 R St SE

Ms. Haugen expressed her appreciation for the statues in the City and discussed her concerns about residents feedback regarding the City.

B. Correspondence

There was no correspondence for Council to review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

Councilmember Baggett, Chair of the Finance ad hoc committee, reported he and Councilmember Baldwin have reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

VII. CONSENT AGENDA

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

A. Minutes of the January 3, 2022 Regular City Council Meeting

B. Claims Vouchers (Thomas)

Claims Voucher list dated January 18, 2022 which included voucher numbers 466581 through 466617, in the amount of \$1,767,169.40, and three wire transfers in the amount of \$618,247.30

Claims Voucher list dated January 18, 2022 which included voucher numbers 466343 through 466580, in the amount of \$6,127,271.88 and one wire transfer in the amount of \$583,372.73

C. Payroll Vouchers (Thomas)

Payroll check numbers 539293 through 539298 in the amount of \$75,138.55, electronic deposit transmissions in the amount of \$2,272,796.06, also a special payroll for sick time cash out with check numbers 539299 through 539305 in the amount of \$1,127.18, electronic deposit transmissions in the amount of \$26,051.74, for a grand

total of \$2,375,113.53 for the period covering January 01, 2022 to January 11, 2022

Deputy Mayor Jeyaraj moved and Councilmember Mulenga seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. ORDINANCES

A. Ordinance No. 6844 (Gaub)

An Ordinance amending Sections 13.14.010, 13.14.020, 13.14.030, 13.14.050 and 13.14.060, and repealing Auburn City Code (ACC) 13.14.040 regarding managing the City's water supply

Councilmember Stearns moved and Councilmember Brown seconded to adopt Ordinance No. 6844.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6846 (Gaub)

An Ordinance amending Auburn City Code (ACC) Sections 12.04.010, 13.48.225, and 13.48.230 regarding the City's Surface Water Management Manual

Councilmember Stearns moved and Deputy Mayor Jeyaraj seconded to adopt Ordinance No. 6846.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Ordinance No. 6847 (Gaub)

An Ordinance relating to restrictions and limitations of Public Right-Of-Way Use and revising Chapter 10.28 of the Auburn City Code (ACC)

Councilmember Stearns moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6847.

MOTION CARRIED UNANIMOUSLY. 7-0

X. RESOLUTIONS

A. Resolution No. 5614 (Faber)

A Resolution authorizing the City to execute a grant agreement and an amendment to the Conservation Futures Interlocal Cooperation Agreement both with King County and both for the purpose of accepting funds in the amount of \$83,050.00 for acquiring properties to be used for future salmon habitat improvement and to appropriate the same

Deputy Mayor Jeyaraj moved and Councilmember Mulenga seconded to adopt Resolution No. 5614.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5615 (Comeau)

A Resolution authorizing a contract for purchase and sale between the City of Auburn and Diamond J. Investments, LLC for Real Property

Deputy Mayor Jeyaraj moved and Councilmember Mulenga seconded to adopt Resolution No. 5615.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5616 (Comeau)

A Resolution authorizing a contract for purchase and sale between the City of Auburn and Kent-Yi Company for Real Property

Councilmember Stearns moved and Deputy Mayor Jeyaraj seconded to adopt Resolution No. 5616.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Resolution No. 5644 (Faber)

A Resolution authorizing the Mayor to execute an amendment to the Conservation Futures Interlocal Agreement between the City of Auburn and King County for open space acquisition projects

Councilmember Mulenga moved and Councilmember Stearns seconded to adopt Resolution No. 5644.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. **MAYOR AND COUNCILMEMBER REPORTS**

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

A. **From the Council**

Councilmember Trout-Manuel reported she attended a Children and Youth Advisory Board Meeting.

Councilmember Baggett thanked the Mayor, Directors and Staff for cleaning up of homeless encampments.

Councilmember Stearns reported he attended the Puget Sound Equity Advisory Committee Meeting, 2022 Martin Luther King Jr. (MLK) Day of Service Event at Fenster Nature Park and the onboarding for the King County Mental Illness and Drug Dependency Advisory Board.

Councilmember Baldwin reported she attended the onboarding with the City Council and Directors.

B. From the Mayor

Mayor Backus reported the 2022 budget for the King County Regional Homelessness Authority passed and that she testified on a bill in the House and Senate regarding "Missing Middle Housing".

XII. ADJOURNMENT

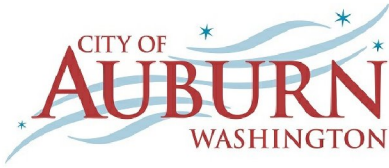
There being no further business to come before the Council, the meeting was adjourned at 7:30 p.m.

APPROVED this 7th day of February, 2022.

NANCY BACKUS, MAYOR

Teresa Mattingly, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

February 2, 2022

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims Voucher list dated February 07, 2022 which included voucher numbers 466618 through 466829, in the amount of \$3,505,833.32, and ten wire transfers in the amount of \$808,623.83.

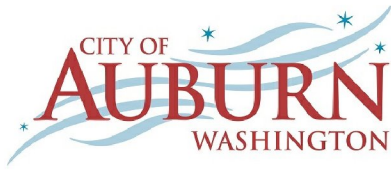
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: February 7, 2022

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

February 2, 2022

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539306 through 539311 in the amount of \$ 561,434.22, electronic deposit transmissions in the amount of \$2,219,494.44, also a special payroll for sick time cash out with check numbers 539312 through 539323 in the amount of \$3,400.91, electronic deposit transmissions in the amount of \$2,979.11, for a grand total of \$2,787,308.68 for the period covering January 12, 2022 to February 02, 2022.

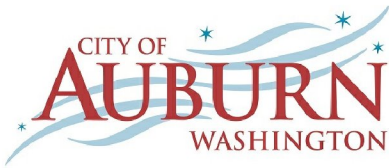
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: February 7, 2022

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5645 (Tate)

Date:

January 31, 2022

Department:

Community Development

Attachments:

[Resolution 5645](#)

[Exhibit A - Contract for Tourism and Marketing](#)

[Services](#)

Budget Impact:

Current Budget: \$155,000

Proposed Revision: \$0

Revised Budget: \$155,000

Administrative Recommendation:

City Council to adopt Resolution No. 5645.

Background for Motion:

Resolution 5646 authorizes the Mayor to enter into a 3 year contract with the Auburn Area Chamber of Commerce for the purposes of providing tourism and marketing support.

Background Summary:

Resolution 5645 authorizes the Mayor to enter into a 3 year contract (2022 thru 2024) with the Auburn Area Chamber of Commerce for the purposes of providing tourism and marketing support.

During the January 12, 2022 lodging Tax Advisory Committee (LTAC) meeting, the LTAC voted unanimously to use lodging tax funds to support this contract.

The contract provides \$155,000 per year for the 3 year period. It is fully funded through lodging taxes that are collected under Auburn City Code Chapter 3.58 and is fully within the overall tourism budget approved by City Council under account 104. At the end of Q3 2021 the lodging tax special lodging tax fund had a balance of approximately \$413,000 with an estimate of an additional \$45,000 to be collected by the end of Q4 for a total approximate balance of \$448,000. Each year, the tax generates approximately \$135,000 (although, in 2020 this figure dropped to about \$100,000 due to the impacts of COVID-19). Therefore, the contract will rely upon the revenue generated during 2022 thru 2024 as well as approximately \$60,000 of the funds that already exist within the special fund. The scope of services seeks to further promote Auburn with targeted efforts to encourage even more hotel stays which will have the effect of increasing the annual tax that is collected to an amount that exceed \$135,000 per year.

About LTAC (Chapter 2.76 ACC): LTAC is the committee that has been set up as a requirement of Washington State Law to help oversee and guide the use of lodging taxes collected within Auburn. The LTAC makes recommendations regarding the use of lodging taxes to City Council. LTAC is comprised of 3 members of the community that represent the businesses that collect the tax (e.g. hotels/motels) and 3 members who are eligible to be the

recipient of the benefits of how the tax is spent and/or the tourism that is generated within the community (e.g. Emerald Downs, the Outlet Collection, City Parks). The LTAC is chaired by the Mayor.

About the tax (Chapter 3.58 ACC): the lodging tax is levied as a special excise tax of one percent. Cities are allowed to levy this tax under the authority established in RCW 67.28 and RCW 82.02. Taxes that are collected must be placed in a special fund and may only be used for tourism related functions. The tax is collected in conjunction with people that patron local hotels and motels. Under state law, a portion of lodging taxes that are collected by a city must be made available through a competitive grant process where applicants seek funding support to market events that are intended to draw visitors from out of town into Auburn.

Resolution 5646 was presented to the Auburn City Council during the January 24, 2022 Study Session. City Council requested that the contract include the following 3 items:

1. Clarification that tourism services will not be designed to benefit only chamber members and that they will be targeted to the entire Auburn business community.
2. That the Chamber agrees to incorporate DEI principles and priorities as the City's DEI initiative evolves.
3. That more specificity be included regarding contract metrics.

Reviewed by Council Committees:

Councilmember: Baggett

Staff:

Tate

Meeting Date: February 7, 2022

Item Number:

RES.A

RESOLUTION NO. 5645

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE AUBURN AREA CHAMBER OF COMMERCE FOR THE PURPOSES OF PROVIDING TOURISM AND MARKETING SERVICES

WHEREAS, pursuant to RCW 67.28, on June 4, 2001 the Auburn City Council adopted Ordinance 5554 which established Chapter 2.76 of the Auburn City Code and the Lodging Tax Advisory Committee (LTAC); and

WHEREAS, the purpose of the LTAC was to consider the creation and imposition of a lodging tax and to provide recommendations to City Council on how lodging taxes that are collected will be spent; and

WHEREAS, pursuant to RCW 67.28 and RCW 82.02, on August 6, 2001 the Auburn City Council adopted Ordinance 5561 which established Chapter 3.58 of the Auburn City Code and the authority to levy a special excise tax of one percent on the sale of or charge made for the furnishing of lodging in Auburn; and

WHEREAS, lodging taxes collected under Chapter 3.58 of the Auburn City Code are placed in a special fund to be used solely for the purpose of paying all or any part of the cost of tourist promotion, acquisition or tourism-related facilities, or operation of tourism-related facilities or to pay for any other uses authorized in Chapter 67.28; and

WHEREAS, the City of Auburn seeks to enter into a contract with the Auburn Area Chamber of Commerce for the purposes of delivering tourism

related functions as well as marketing and advertising (attached as “Exhibit A”);
and

WHEREAS, the scope of services set forth in Exhibit A was presented to the LTAC during a publicly noticed meeting that occurred on Wednesday, January 12, 2022; and

WHEREAS, the LTAC cast a unanimous vote in support of the City entering into a contract to provide tourism, advertising and marketing services; and

WHEREAS, the contract is fully funded through lodging taxes that are collected and held in the special fund established in Chapter 3.58 of the Auburn City Code.

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

Section 1. The City Council supports the scope of work as set forth in the attached “Exhibit A” and

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Resolution 5645 – Exhibit A

CITY OF AUBURN AGREEMENT FOR SERVICES

TOURISM MARKETING AND ADVERTISING.

THIS AGREEMENT made and entered into on this _____ of _____, 2022, by and between the CITY OF AUBURN ("City"), a municipal corporation of the State of Washington, and the Auburn Area Chamber of Commerce ("Provider"), whose address is 420 E Main Street, Auburn WA 98002.

In consideration of the conditions and the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Scope of Services

The Provider agrees to perform the tasks described on Exhibit "A". The Provider will be responsible to provide work products and services of a quality and professional standard acceptable to the City. The Provider will, without additional compensation, correct or revise any negligent errors, omissions or other deficiencies in its plans, designs, drawings, specification, reports and other services required, whether during or after the Term of this Agreement. Any approval by the City of Provider's services will not in any way relieve the Provider of responsibility for the accuracy and adequacy of its services.

If the Provider fails to make any replacement or re-performance to conform to the requirements and specifications of this agreement, the City may conduct the work and the Provider shall reimburse the City for the cost to perform the work or a different contractor to perform the work, provided such cost shall not exceed the total compensation for this Agreement.

Services will be delivered and/or benefit the at large Auburn business community. The Provider will not limit the scope of services described in this contract to Chamber Members or any other paid for membership organizations.

The Provider acknowledges and understands that the City is developing goals and objectives related to its Diversity, Equity and Inclusion (DEI) initiative. The DEI initiative continues to evolve and will likely include future policy objectives, investment priorities, evaluation tools, and targeted community goals. The Provider agrees to adhere to these goals, objective, priorities and tools once adopted by the City and transmitted to the Provider.

Services will be delivered and/or benefit the at large Auburn business community. The Provider will not limit the scope of services described in this contract to Chamber Members or any other paid for membership organizations.

Resolution 5645 – Exhibit A

The Provider acknowledges and understands that the City is developing goals and objectives related to its Diversity, Equity and Inclusion (DEI) initiative. The DEI initiative continues to evolve and will likely include future policy objectives, investment priorities, evaluation tools, and targeted community goals. The Provider agrees to adhere to these goals, objective, priorities and tools once adopted by the City and transmitted to the Provider.

2. Additional Services

If additional services with respect to related work are required beyond those specified in the Scope of Work, and not included in the compensation listed in this Agreement, the parties will amend this Agreement prior to the Provider performing the additional services. The amendment will set forth the nature, scope, and payment terms of the additional services. However, if the time period for the completion of such services makes execution of an amendment impractical prior to the commencement of the Provider's performance, the Provider agrees that it will perform such additional services on the written request of an authorized representative of the City pending execution of an Amendment subject to the terms and conditions of this Agreement except where the authorization provides to the contrary. The invoice procedure for any such additional services will be as described in Section 4 of this Agreement.

3. Provider's Representations & Qualifications

The Provider represents and warrants that it has all necessary licenses and certifications to perform the services provided for in the Agreement, and is qualified to perform those services. Provider represents that the person signing this Agreement on behalf of Provider has all requisite authority to bind Provider to the terms and conditions of this Agreement.

4. Compensation

As compensation for the Provider's performance of the services provided for in this Agreement, the City will pay the Provider the fees and costs specified in Exhibit "B". These payments will be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary to complete the work.

The Provider will monthly submit to the City an invoice or statement of time spent on tasks included in the scope of work, and the City upon acceptance of the invoice or statement will process the invoice or statement in the next billing/claim cycle, and will remit payment to the Provider, subject to any conditions or provisions in this Agreement or Amendment. The Agreement number must appear on all invoices submitted. Copies of original supporting documents will be supplied to the City upon request.

The not-to-exceed amount for this agreement is \$155,000.00 per year. The Provider will not undertake any work or otherwise financially obligate the City in excess of this amount without prior written authorization.

Compensation to be paid the Provider in succeeding years after the current year will be contingent upon availability of funds.

Resolution 5645 – Exhibit A

5. Time for Performance, Term, and Termination of Agreement

The Provider will not begin any work under this Agreement until authorized in writing by the City. The term of this Agreement commences on the later date of the Parties execution of this Agreement, as reflected on the signature page. The Provider will perform the services in accordance with the direction and scheduling provided on Exhibit “A”, unless otherwise agreed to in writing by the parties. All work performed under this Agreement will be completed by December 31, 2024.

Termination for cause. Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement. The notice will identify the reason(s) for termination, and specify the effective date of termination. In the event of a default by Provider, City may suspend all payments otherwise due to Provider and the City will have no further obligations to Provider.

Termination for Convenience. The City may terminate this Agreement upon not less than seven (7) days written notice, which shall contain the effective date of termination, to the Provider. If this Agreement is terminated through no fault of the Provider, the Provider will be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit “B”. This payment shall fully satisfy and discharge the City of all obligations and liabilities owed the Provider, who shall not be liable for any anticipated profits or other consequential damages resulting from the termination.

Upon receipt of a termination notice, the Provider will promptly discontinue all services affected and deliver to the City all data, drawings, specifications, reports, summaries, and such other information and materials as the provider may have accumulated, prepared, or obtained in performing this Agreement, whether fully or partially completed.

All rights and remedies provided in this Section are not exclusive of any other rights or remedies that may be available to the City, whether provided by Law, equity, in any other agreement between the parties or otherwise

6. Ownership and Use of Documents

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Provider as part of his performance of this Agreement (the “Work Products”) will be owned by and become the property of the City, may be used by the City for any purpose beneficial to the City, and are subject to the requirement of the Public Records Act, 42.56 RCW. The Provider acknowledges that the Agreement, and documents provided in connection with this Agreement, become a public record and may be subject to inspection and copying, unless the information is declared by law to be confidential or is otherwise exempted from public records disclosure requirements. The Provider agrees to give its fullest assistance to the City in identifying, locating, and copying any records in the Provider’s possession that are responsive, as determined by the City in its sole discretion, to a Public Records Act request received by the City.

7. Records Inspection and Audit

Resolution 5645 – Exhibit A

All compensation payments will be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement will be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement. If any litigation, claim, dispute, or audit is initiated before the expiration of the three (3) year period, all records and books of account pertaining to any work performed under this Agreement will be retained until all litigation, claims, disputes, or audit are finally resolved.

8. Continuation of Performance

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, the Provider agrees that, notwithstanding such dispute or conflict, the Provider will continue to make a good faith effort to cooperate and continue to work toward successful completion of the delivery of services and its contractual responsibilities.

9. Independent Contractor

The Provider will perform the services as an independent contractor and will not be deemed, by virtue of this Agreement and performance of its provisions, to have entered into any partnership, joint venture, employment or other relationship with the City. Nothing in this Agreement creates any contractual relationship between the Provider's employee, agent, or subcontractor and the City.

10. Administration of Agreement

This Agreement will be administered by the President/CEO of the Auburn Area Chamber of Commerce, on behalf of the Provider, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement will be served on or mailed to the following addresses:

Jeff Tate
City of Auburn
25 West Main St
Auburn WA 98001-4998
Phone: 253.804.5036
Email: jtate@auburnwa.gov

Kacie Bray
Auburn Area Chamber of Commerce
420 E Main Street
Auburn WA 98002
Phone: 253.833.0700
Email: kacie@auburnareawa.org

11. Notices

All notices or communications permitted or required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered in person or sent by regular mail, postage prepaid, [by certified mail, return receipt requested,] and addressed, if to a party of this Agreement, to the address for the party set forth above. If addressed to a non-party, the notice will be sent, in the foregoing manner, to the address designated by a party to this Agreement.

Either party may change its address by giving notice in writing to the other party.

12. Insurance

The Provider will, at its sole expense, procure and maintain for the duration of this Agreement and 30 days thereafter insurance against claims for injuries to persons or

Resolution 5645 – Exhibit A

damage to property which may arise from or in connection with the performance of this Agreement by the Provider, its agents, representatives, or employees.

Provider's maintenance of insurance as required by the Agreement will not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The Service Provider will obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage will be at least as broad as Insurance Services Office (ISO) form CA 00 01 (provider may use a substitute form providing equivalent liability coverage). Provider will maintain automobile insurance with minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance will be at least as broad as ISO occurrence form CG 00 01 and will cover liability arising from premises, operations, stop-gap independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City will be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO Additional Insured endorsement CG 20 26. Commercial General Liability insurance will be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Provider's profession with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

For Automobile Liability and Commercial General Liability insurance, the policies are to contain, or be endorsed to contain that Provider's insurance coverage will be primary insurance as respects the City. Any insurance, self-insurance, or self-insurance pool coverage maintained by the City will be excess of the Provider's insurance and will not contribute with it.

Insurance is to be placed with an authorized insurer in Washington State. The insurer must have a current A.M. Best rating of not less than A:VII.

The Provider will furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Agreement before commencement of the work.

The City reserves the right to require that complete, certified copies of all required insurance policies and/or evidence of all subcontractors' coverage be submitted to the City

Resolution 5645 – Exhibit A

at any time. The City may withhold payment if the Provider does not fully comply with this request.

If the Provider maintains higher insurance limits than the minimums shown above, the City will be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Provider, irrespective of whether such limits maintained by the Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Provider.

The provider will provide the City with written notice of any policy cancellation within two business days of their receipt of such notice. Failure by the Provider to maintain the insurance as required will constitute a material breach of this agreement, upon which the City may, after giving five (5) business days' notice to the Provider to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the City's sole discretion, offset against funds due the Provider from the City.

13. Indemnification/Hold Harmless

Except for injuries and damages caused by the sole negligence of the City, the Provider will defend, indemnify and hold the City and its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits of every kind, including attorney fees and litigation expenses, arising out of or resulting from the acts, errors, or omissions of the Provider, its employees, agents, representatives, or subcontractors, including employees, agents, or representatives of its subcontractors, made in the performance of this Agreement, or arising out of worker's compensation, unemployment compensation, or unemployment disability compensation claims.

However, 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 Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

14. Assignment

Neither party to this Agreement will assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party. No assignment or transfer of any interest under this Agreement will release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

Resolution 5645 – Exhibit A

15. Nondiscrimination

The Provider may not discriminate regarding any services or activities to which this Agreement may apply directly or through contractual, hiring, or other arrangements on the grounds of race, color, creed, religion, national origin, sex, age, or where there is the presence of any sensory, mental or physical handicap.

16. Amendment, Modification and Waiver

No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid or of any effect unless made in writing, signed by the party or parties to be bound, or the party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver, approval or acceptance, or payment by any party will not affect or impair that party's rights arising from any default by the other party.

17. Parties in Interest

This Agreement is binding upon, and the benefits and obligations hereto will inure to and bind, the parties and their respective successors and assigns, although this section will not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

18. Force Majeure

Any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by any act not within the control of a party such as fire, cyber/ransomware attack, earthquake, flood, explosion, actions of the elements, riots, mob violence, strikes, pandemic, lockouts, and emergency orders of the state or federal government.

19. Applicable Law

This Agreement and the rights of the parties will be governed by with the laws, regulations, and ordinances of the City, of the State of Washington, and King County. Venue for any action involving this agreement will be in the county in which the property or project is located, and if not site specific, then in King County. It is agreed that any applicable statute of limitation will commence no later than the substantial completion by the Provider of the services.

20. Captions, Headings and Titles

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and will not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. Where appropriate, the singular will include the plural and vice versa and masculine, feminine and neuter expressions will be interchangeable. Interpretation or construction of this Agreement will not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

21. Severable Provisions

Resolution 5645 – Exhibit A

Each provision of this Agreement is intended to be severable. If any provision is illegal or invalid for any reason, such illegality or invalidity will not affect the validity of the remaining provisions.

22. Entire Agreement

This Agreement together with any subsequent amendments or addendums contains the entire understanding of the parties in respect to the transactions contemplated and supersedes all prior representations, agreements and understandings between the parties, either oral or written. No other understandings, oral or otherwise, regarding this Agreement shall bind any party.

23. Non-Availability of Funds

Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation; and if funds are not allocated and available for the continuance of this Agreement, then this Agreement may be terminated by the City at the end of the period for which funds are available, without the seven (7) days' notice provided by Section 5. No liability will accrue to the City in the event this provision is exercised, and the City will not be obligated or liable for any future payments or damages as a result of termination under this Section.

24. Counterparts

This Agreement may be executed in multiple counterparts, each of which will be one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

AUBURN AREA CHAMBER OF COMMERCE

Nancy Backus, Mayor

Signature

Name: _____

Title: _____

Date: _____

Approved as to form:

Kendra Comeau, City Attorney

Signature

Name: _____

Resolution 5645 – Exhibit A

Title: _____

Date: _____

Resolution 5645 – Exhibit A

EXHIBIT A

Organization Information

Organization Name: Auburn Area Chamber of Commerce
Organization Address: 420 E Main Street, Auburn WA 98001
Contact Info: Kacie Bray, President/CEO
253.833.0700
Kacie@auburnareawa.org
Federal Tax ID: 910493209
UBI Number: 600249635

Funding Details (billing to occur quarterly)

2022 Funding: \$155,000.00
2023 Funding: \$155,000.00
2024 Funding: \$155,000.00

Scope of Work

A. Tourism Planning and Workplan Development

- a. Development of a Two-Year Tourism Workplan (2023-2024) that Includes:
 - i. Advertising and marketing strategies
 - ii. Identification of local and regional target audiences and populations
 - iii. Identification of annual monitoring metrics. Additional metric details are provided in Exhibit B.
 1. Diversity, equity and inclusion objectives that identify a baseline set of data to work from along with the methods for monitoring the effects of the tourism work plan against the baseline data.
 2. Data that shows the impact of social media, advertising and marketing investments.
 3. Data that shows the financial trends related to expenditures, revenues, and lodging tax generation related to tourism functions.

Resolution 5645 – Exhibit A

- iv. Identification of an annual budget that includes general expense estimates as well as revenues
 - b. Soliciting Feedback on the Initial Draft Workplan and Subsequent Annual Updates
 - i. There will be a 45 day timeframe for feedback.
 - ii. Feedback shall be solicited from the Lodging Tax Advisory Committee (LTAC) and the City of Auburn.
 - iii. The Draft Workplan will be transmitted to the LTAC 30 days in advance of its first meeting of the calendar year.
 - c. Annual Year End Presentation of Accomplishments
 - i. A year end summary shall be provided to the LTAC at least 14 days in advance of the LTAC final meeting of the calendar year.
 - ii. The summary shall include an overview of actions that occurred during the prior 12 months, investments made, a summary of expenses, a summary of annual monitoring metrics, and a summary of grant awards that were distributed and how the funds were used.
- B. Facilitation of Tourism Grant Applications
 - a. Development and Distribution of Grant Applications
 - b. Development and Maintenance of a Grant Application Website
 - c. Development of Grant Scoring Criteria
 - d. Provide Technical Assistance to Grant Applicants
 - e. Facilitation of a Process for Review of Grant Applications
 - f. Distribution of Tourism Grant Fund Awards
 - g. Monitoring Effectiveness of Tourism Grant Funds
- C. Digital Asset Management
 - a. Development of Digital Assets
 - b. Manage Digital Event Calendar
 - c. Keeping Explore Auburn website up to date
 - d. Aid/Response to Tourism Questions and Comments on all Explore Auburn Digital Platforms
 - e. Create and Post Digital content on all Explore Auburn Social Media Platforms
 - f. Monitoring Effectiveness of Digital Marketing and Posts
- D. Administration
 - a. The Chamber will establish a body that is similar to the Tourism Board that is currently articulated in Chapter 2.77 of the Auburn City Code. The purpose and

Resolution 5645 – Exhibit A

make up of this body will be similar in scope, representation, and make up to the Tourism Board.

- b. This body will assist in the development of recommendations, evaluation of trends and needs, and the periodic report outs to the LTAC.
- c. As required under RCW 67.28, the LTAC will continue to function as described in Auburn City Code Chapter 2.76. City of Auburn staff will continue to be responsible for providing support to the LTAC.
- d. The City of Auburn and the Chamber will coordinate development of LTAC agendas and transmittal of materials to the LTAC.
- e. Chamber staff will participate in LTAC meetings and will be offered time on each LTAC agenda and meeting to provide information related to the details of this contract.

E. Deliverables (in addition to the above items)

a. Quarterly updates

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Current recap on tourism work efforts including data and metric points.	Current recap on tourism work efforts including data and metric points.	Draft workplan for upcoming year(s).	Final workplan for upcoming year(s), including future goals and measurables.
Draft of grant application process and communication.	Final grant application process and communication.	Current recap on tourism work efforts including data and metric points.	Current recap on tourism work efforts including data and metric points.
City wide tourism outreach and discovery recap.	Regional, State, and City outreach and discovery recap.	Grant update	Grant recap including dollars funded and to whom.

- b. Annual update (to be included with one of the quarterly updates). Provide information on the estimated dollars received due to increases in the number of people travelling for business or pleasure on a trip who came from a different country, state or location that is more than 50 miles away from the City of Auburn. The 2022 deliverable should provide estimated goals for 2023 and 2024. The 2023 and 2024 deliverables should provide estimated actual data.

Resolution 5645 – Exhibit A

EXHIBIT B

A provided quarterly digital marketing report for social media, email blasts, advertising, and website will include reporting on the following data points:

Audience: Audiences are groups of website visitors with shared attributes such as gender, age, device type, country, or browsing behavior.

Acquisition: Acquisition data provides information about how the user got to your site and who they are. It also records the users' interactions with your site in one session.

Behavior: Showing how the users behaved while they were on your site or on other digital communications. Including bounce rate, and pageviews.

Goal Conversions: A goal conversion (or goal completion) occurs when your visitors complete a specific action you are tracking.

Additional metrics on advertising or when needed will include:

Web Traffic Sources

Leads

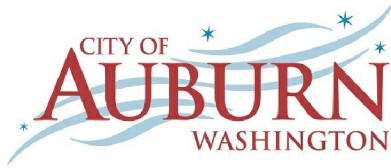
Page Views

Cost per Lead

Returning Visitors

Click-Through Rate

Customer Acquisition Cost



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5646 (Hinman)

Date:

February 2, 2022

Department:

Administration

Attachments:

[Resolution 5646](#)

[Exhibit A - 2022 State Legislative Priorities](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5646.

Background for Motion:

Each year the City of Auburn proposes several legislative priorities that will inform the City's positions on upcoming bills in consideration during the regular state legislative session.

Background Summary:

The City of Auburn, like most communities, faces a number of issues that impact our community. We believe that we cannot treat each issue as separate. Instead, the City is committed to continue efforts that look at solving our challenges in a comprehensive manner in partnership with our State representatives. Our belief is that our problems can only be solved with an interconnected strategy for success.

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

Hinman

Meeting Date: February 7, 2022

Item Number:

RES.B

RESOLUTION NO. 5646

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ADOPTING THE 2022 STATE LEGISLATIVE AGENDA

WHEREAS, the actions of the Washington State Legislature in respect to local government issues, services, and funding have a profound effect on the City's ability to provide local services to its residents; and

WHEREAS, the Auburn City Council believes that it is appropriate to communicate its position regarding issues affecting the City and local government that may come before the State Legislature during the 2022 legislative session.

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

Section 1. The City Council adopts its 2022 Legislative Agenda as set forth in Exhibit A.

Section 2. The Mayor shall cause a copy of this Resolution to the City's State Legislative District representatives and to other regional government entities.

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

PRIORITIES FOR OUR COMMUNITY



The City of Auburn, like most communities, faces a number of issues that impact our community. What is becoming very clear, we cannot treat each issue as separate. Instead, the City is committed to continue efforts that look at solving our challenges in a comprehensive manner. Our belief is that the following problems can only be solved with an interconnected strategy for success.

PUBLIC SAFETY

ISSUE: The City of Auburn supports the continued reforms to policing and community caretaking in our state and wishes to continue working in concert with legislators, police officers, our communities and others to continue this effort.

NEW REQUEST: Work with cities to make technical fixes those bills in which language is vague, conflicting or confusing.

ISSUE: Police agencies are currently in a staffing crisis. As we recover from the pandemic and also seek to fill vacated positions we will need tools to ensure our departments are fully staffed and able to effectively respond to local public safety needs.

REQUEST: Additional funding for the Academy would drastically shorten the amount of time prospective police officers are on municipal payrolls without being able to get into training.

ISSUE: The City of Auburn desires to increase safety on our roadways and reduce the subjective nature of low level traffic infractions and provide for traffic calming in highly impacted areas.

NEW REQUEST: Expand traffic photo enforcement to include speeding. Currently, photo enforcement is only available for red light and school zone enforcement.

REGULATORY & LAND USE

Impact fees – As communities grow there are no impact fees to benefit police. It would be ideal to collect a police impact fee since added population and businesses have the same resource demands and challenges as fire, transportation, parks and schools.

Affordable housing – The needs are deeper than 60% AMI – more like 50% or

40%. Washington State Housing Finance Commission programs are providing great support for projects that hit the 60% AMI mark. There needs to be a similar incentive to hit the deeper marks since that is where the greatest need exists.

Rehab housing – there should be dedicated funds to put towards the rehabilitation of single or multifamily units because it is far less expensive and environmentally sustainable to preserve existing housing stock instead of building new units. There are very few programs that help maintain older homes and multifamily complexes which results in one of two outcomes (1) older properties are maintained appropriately but the investment is reflected in increasing rental costs, or (2) older properties are not maintained which helps keep rental costs down but at the sake of declining health and safety.

Regulatory reform - The large number of regulatory processes are a hindrance to bringing affordable housing projects to fruition including SEPA, GMA, NPDES. State Environmental Policy Act (SEPA) is an outdated and overly burdensome process that adds time and money. Growth Management Act (GMA) and affordable housing objectives are at direct odds because the GMA limits supply which increases costs. National Pollutant Discharge Elimination System (NPDES) adds significant cost to development which is passed on to future owners or tenants.

NEW Procedural relief for any mandates that the state legislature imparts upon cities – Work with cities to make it easier for us to update our local laws if/when it is in response to a state mandate rather than having to go through all of the obligations related to planning commission, SEPA, public notice, etc.

PRIORITIES FOR OUR COMMUNITY, CONT'D



PUBLIC WORKS, TRANSPORTATION, INFRASTRUCTURE

It is critical to protect all of the State funds that support local transportation projects.

The cities cannot do this on their own given the amount of growth and commerce in the region. This includes maintained or increased funding for TIB and FMSIB along with state grant programs managed by the WSDOT for local agency projects.

The preservation of roadways is paramount and something like a **Street Maintenance Utility** could be an important tool for cities to meet this growing unfunded need.

Changes to appropriate RCWs to allow Municipalities to charge properties for street lighting. Current RCW 54.16.120 allows Utility Districts to charge properties for providing street lighting but the law does not allow Municipalities to do this. Current revenues for general fund uses cannot meet the needs and charging for street lighting would be an appropriate way to address a specific service being provided to residents and businesses within a jurisdiction.

Retaining or increasing the Public Works Trust Fund amount is key to providing funding for local agency projects.

Retaining and increasing the Drinking Water State Revolving Fund is key for local water purveyors to cost effectively fund needed infrastructure projects.

Support for allocating 1% of the existing aviation fuel tax to WSDOT's Aviation account to fund airport projects. Current levels of funding cannot meet the growing need to maintain and improve this important infrastructure that provides a significant benefit to commerce and the State's economy.

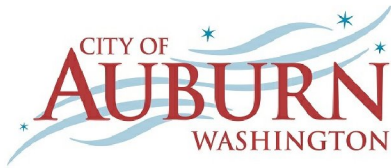
PARKS AND OPEN SPACES

Washington Recreation & Conservation Office and Land/Water Conservation Funds must be **maintained** so citizens have increased access to existing and new public spaces

Continued financial support for restoration and historic preservation of the Old Historic Post Office via Historic Preservation funds

SOCIAL SERVICES

Operational funds for the Auburn Resource Center will allow for the ongoing service of those community members struggling with housing, substance abuse, and mental health issues to ensure their cycle of suffering ends.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5647 (Hinman)

Date:

February 2, 2022

Department:

Administration

Attachments:

[Resolution No. 5647](#)

[House Bill 1725](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5647.

Background for Motion:

The Washington State Legislature has proposed a bill to require the Washington State Patrol to establish a Missing Indigenous Person Alert designation as a part of its Endangered Missing Person Advisory plan.

Background Summary:

This alert is similar to “silver alerts” for missing vulnerable adults - will broadcast information about missing Indigenous people on message signs and in highway advisory radio messages when activated, as well as through press releases to local and regional media. Passage of this bill in the 2022 session would create this program and would be the first alert system specifically for missing and murdered Indigenous women and people in the country.

Reviewed by Council Committees:

Councilmember: Stearns

Staff: Hinman

Meeting Date: February 7, 2022

Item Number: RES.C

RESOLUTION NO. 5647

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SUPPORTING LEGISLATION PROPOSED IN THE WASHINGTON STATE LEGISLATURE RELATING TO THE CREATION OF AN ENDANGERED MISSING PERSON ADVISORY DESIGNATION FOR MISSING INDIGENOUS PERSONS

WHEREAS, Indigenous women and people go missing and are murdered at rates higher than any other ethnic group in the United States. In Washington, more than 4 times as many Indigenous women go missing than white women; and

WHEREAS, the Washington State Legislature has proposed a bill to require the Washington State Patrol to establish a Missing Indigenous Person Alert designation as a part of its Endangered Missing Person Advisory plan; and

WHEREAS, this will be the first alert system specifically for missing and murdered Indigenous women and people in the country; and

WHEREAS, this alert is similar to “silver alerts” for missing vulnerable adults - will broadcast information about missing Indigenous people on message signs and in highway advisory radio messages when activated, as well as through press releases to local and regional media; and

WHEREAS, the Auburn City Council encourages the Washington State Legislature to pass this bill and for Governor Inslee to sign this bill into law during the 2022 Legislative Session.

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

Section 1. The City of Auburn fully supports the passage of Substitute House Bill 1725: An act relating to the creation of an endangered missing person advisory designation for missing Indigenous persons.

Section 2. The City of Auburn encourages the Washington State Legislature to pass into law the creation of a Missing Indigenous Person Alert.

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

SUBSTITUTE HOUSE BILL 1725

State of Washington

67th Legislature

2022 Regular Session

By House Public Safety (originally sponsored by Representatives Lekanoff, Goodman, Berry, Taylor, Valdez, Bateman, Macri, Peterson, Ramel, Simmons, Orwall, Chopp, Stonier, Harris-Talley, and Frame; by request of Attorney General)

READ FIRST TIME 01/24/22.

1 AN ACT Relating to the creation of an endangered missing person
2 advisory designation for missing indigenous persons; amending RCW
3 13.60.010; and creating a new section.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. **Sec. 1.** The legislature finds that indigenous
6 people experience disproportionate rates of violence in Washington
7 state. Tribes, state leaders, and grassroots activists have done
8 substantial work to identify factors directly affecting the rates of
9 violence and to ensure that addressing the crisis of missing and
10 murdered indigenous people is a priority at every level. The
11 legislature intends to provide law enforcement with additional tools
12 to disseminate timely, accurate information to engage the public more
13 effectively in assisting with locating missing indigenous people, and
14 to compensate for the unique challenges that indigenous communities
15 face accessing media coverage and the ability to share information.

16 **Sec. 2.** RCW 13.60.010 and 2017 3rd sp.s. c 6 s 315 are each
17 amended to read as follows:

18 (1) The Washington state patrol shall establish a missing
19 children and endangered person clearinghouse which shall include the
20 maintenance and operation of a toll-free telephone hotline. The

clearinghouse shall distribute information to local law enforcement agencies, school districts, the department of children, youth, and families, and the general public regarding missing children and endangered persons. The information shall include pictures, bulletins, training sessions, reports, and biographical materials that will assist in local law enforcement efforts to locate missing children and endangered persons. The state patrol shall also maintain a regularly updated computerized link with national and other statewide missing person systems or clearinghouses, and within existing resources, shall develop and implement a plan, commonly known as an "amber alert plan" or an "endangered missing person advisory plan" which includes ((a)) "silver alert" ((~~designation~~)) and "missing indigenous person alert" designations for voluntary cooperation between local, state, tribal, and other law enforcement agencies, state government agencies, radio and television stations, cable and satellite systems, and social media pages and sites to enhance the public's ability to assist in recovering abducted children and missing endangered persons consistent with the state endangered missing person advisory plan.

(2) For the purposes of this chapter:

(a) "Child" or "children" means an individual under ((~~eighteen~~)) 18 years of age.

(b) "Missing endangered person" means a person who is believed to be in danger because of age, health, mental or physical disability, in combination with environmental or weather conditions, or is believed to be unable to return to safety without assistance and who is:

(i) A person with a developmental disability as defined in RCW 71A.10.020(5);

(ii) A vulnerable adult as defined in RCW 74.34.020; or

(iii) A person who has been diagnosed as having Alzheimer's disease or other age-related dementia.

(c) "Missing indigenous person alert" means the designated title of a missing endangered person advisory that will be used on a variable message sign and text of the highway advisory radio message when used as part of an activated advisory to assist in the recovery of a missing indigenous person.

(d) "Silver alert" means the designated title of a missing endangered person advisory that will be used on a variable message sign and text of the highway advisory radio message when used as part

1 of an activated advisory to assist in the recovery of a missing
2 endangered person age ((~~sixty~~)) 60 or older.

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