



City Council Meeting
February 6, 2017 - 7:00 PM
Auburn City Hall
AGENDA

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

I. CALL TO ORDER

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

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

- A. **Cemetery Board Reappointment**
City Council to confirm the reappointment of Robert Rakos to the Cemetery Board for a three-year term to expire December 31, 2019.

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

- A. **Public Hearings**
No public hearing is scheduled for this evening.
- B. **Audience Participation**
This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.
- C. **Correspondence**
There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

- A. **Minutes of the January 9, 2017 City Council Study Session***
- B. **Minutes of the January 17, 2017 Regular City Council Meeting***

C. **Claims Vouchers (Coleman)**

Claims voucher numbers 442409 through 442627 in the amount of \$1,645,855.44 and eight wire transfers in the amount of \$635,256.02 and dated February 6, 2017.

D. **Payroll Vouchers (Coleman)**

Payroll check numbers 537067 through 537095 in the amount of \$767,089.07 and electronic deposit transmissions in the amount of \$1,447,906.45 for a grand total of \$2,214,995.52 for the period covering January 12, 2017 to February 1, 2017.

(RECOMMENDED ACTION: City Council approve the Consent Agenda.)

VIII. **UNFINISHED BUSINESS**

IX. **NEW BUSINESS**

X. **ORDINANCES**

A. **Ordinance No. 6637* (Heid)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Section 19.04.070, 19.08.020 and 19.08.030 of the Auburn City Code relating to traffic and park impact fees, and amending the master fee schedule relating to building, planning and engineering fees for development projects on certain real property within the downtown core area

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6637.)

XI. **RESOLUTIONS**

A. **Resolution No. 5271* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, setting a hearing date in relation to amending the 2017-2022 Transportation Improvement Program of the City of Auburn pursuant to Chapter 35.77 of the revised Code of Washington

(RECOMMENDED ACTION: City Council adopt Resolution No. 5271.)

B. **Resolution No. 5273* (Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and Seattle-King County Department of Public Health regarding the 2017-2018 Local Hazardous Waste Management Program

(RECOMMENDED ACTION: City Council adopt Resolution No. 5273.)

C. **Resolution No. 5274* (Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2017-2018 Waste Reduction and Recycling Grant

Program and accepting program grant funds

(RECOMMENDED ACTION: City Council adopt Resolution No. 5274.)

D. Resolution No. 5275* (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the transfer of funds for the purpose of making loans from the general fund and/or the cumulative reserve fund to funds sustained by grants, fees, or tax credits sustained or project focused special revenue fund for up to a three-year period of time

(RECOMMENDED ACTION: City Council adopt Resolution No. 5275.)

E. Resolution No. 5280* (Heid)

A Resolution of the City Council of the City of Auburn, Washington, approving and authorizing the execution of Police Department Tow Company Rotation List Agreements

(RECOMMENDED ACTION: City Council adopt Resolution No. 5280.)

F. Resolution No. 5282* (Heid)

Option "A"

A Resolution of the City Council of the City of Auburn, Washington, naming the West Hill Lake Park Property within the corporate limits of the City of Auburn in honor of former Mayor Peter B. Lewis

Option "B"

A Resolution of the City Council of the City of Auburn, Washington re-naming the Auburn Environmental Park property within the corporate limits of the City of Auburn in honor of former Mayor Peter B. Lewis

(RECOMMENDED ACTION: City Council adopt Resolution No. 5282.)

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

B. From the Mayor

XIII. ADJOURNMENT

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 9, 2017 City Council Study Session

Date:

January 31, 2017

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Meeting Date: February 6, 2017

Item Number: CA.A



City Council Study Session
January 9, 2017 - 5:30 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

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

(For the record, no audio of the meeting exists due to technical malfunctions of the recording equipment.)

A. Roll Call

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

Mayor Nancy Backus was also present.

Department directors and staff members in attendance included: City Attorney Daniel B. Heid, Finance Director Shelley Coleman, Innovation and Technology Director Paul Haugan, Economic Development Manager Doug Lein, Community Development and Public Works Director Kevin Snyder, Director of Administration Dana Hinman, Police Commander Jamie Sidell, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, and City Clerk Danielle Daskam.

II. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Council Discussion on Retreat Goals – Affordable Housing and Family Wage Jobs

Presentation by Stephen Norman, King County Housing Authority

Councilmember DaCorsi introduced Stephen Norman, Executive Director of King County Housing Authority. Mr. Norman spoke regarding the King County Housing Authority's subsidized housing programs, particularly the Section 8 Voucher Program.

There are currently 20,400 households in King County assisted by the subsidized housing program. Section 8 of the Housing and Community Development Act of 1974 provides support to low-income renters living in private housing. There is a limited number of vouchers allocated in any region of the country. Of the 20,400 households in King County, approximately 850 are tenant based voucher holders or four percent of the countywide total.

For those households receiving assistance from King County Housing Authority, 30% are elderly residents, 30% are disabled, and 40% are

families with children. There are over 14,000 children housed every night in King County Housing Authority subsidized housing.

It was noted the City of Kent may be considering an ordinance modeled after the City of Redmond's to provide protections to Section 8 voucher holders against source of income discrimination. Mr. Norman explained the City of Redmond ordinance was a result of one of Redmond's large property owners terminating all of their Section 8 voucher holder tenancies. The large property owner/landlord later rescinded the terminations, but many of the residents never returned. The City of Redmond took action to adopt an ordinance which bans discrimination against Section 8 voucher holders.

Deputy Mayor Wales questioned the eviction rate for Section 8 certificate holders. Mr. Norman stated the rate of eviction for Section 8 tenants is very low.

Councilmember Trout-Manuel asked about domestic violence victims access to Section 8 vouchers. Mr. Norman stated that King County Housing Authority, in partnership with other organizations, offers many types of support services.

Mr. Norman stated that during the last Section 8 voucher open enrollment, over 22,000 applications were received for the approximate 2,500 spots on the waiting list.

Deputy Mayor Wales requested that the January 30, 2017 Council Study Session agenda include an item on income/voucher discrimination and safety for diverse communities.

- B. Ordinance No. 6634 (Hinman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 2.76.020, 2.76.040, 2.77.010, 2.77.020, 2.77.040 and 2.77.050 of the Auburn City Code relating to the City's tourism promotional efforts

Economic Development Manager Doug Lein presented Ordinance No. 6634 amending sections of the City Code relating to the Lodging Tax Advisory Board and the Auburn Tourism Board. The purpose of the ordinance is to eliminate overlapping responsibilities and functions and condense the number of meetings necessary to carry out the functions of both groups.

Councilmember Peloza recommended substituting language in Section 2.76.020(D) with: "One elected official appointed by the Mayor and confirmed by the City Council shall serve as Chair of the Auburn Lodging Tax Advisory Committee."

Councilmember Peloza also noted scrivener's errors on page 4 of the ordinance.

It was noted that State law requires an elected official on the Lodging Tax Advisory Board.

Deputy Mayor Wales suggested a Councilmember liaison on the Tourism Board.

- C. Ordinance No. 6635 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 3.04.600 and 3.04.610 of the Auburn City Code relating to funds

Finance Director Shelley Coleman presented Ordinance No. 6635. The ordinance establishes a petty cash fund for the Pantry at the Senior Center in the amount of \$1,500.00, which will permit the Senior Center's volunteer shopper to take advantage of cost savings. The Senior Center Pantry is open two days a month and offers seniors the opportunity to shop for low-cost foods. Cost savings are achieved through the purchase of bulk food and re-packaging into individual sizes.

The ordinance also removes reference to the Municipal Court and Detention Facility change funds and the Municipal Court petty cash fund.

- D. Hybrid Study Session Format

Deputy Mayor Wales recessed the meeting at 6:39 p.m. for a five minute intermission. The meeting was reconvened at 6:43 p.m.

Councilmember Wagner, chair of the ad hoc committee to study the Council structure and study session format, presented a PowerPoint of the Hybrid Study Session format.

Councilmember Wagner reviewed the Council special focus areas and scopes of authority. The four special focus areas are: Public Works and Community Development, Municipal Services, Health and Human Services, and Finance and Economic Development.

Councilmember Wagner reviewed a calendar and schedule of typical meetings under the hybrid study session format. He also reviewed sample agendas for Council meetings and study sessions with special focus areas.

Councilmember Wagner presented a sample matrix; one matrix would be maintained for all special focus area topics. The topics for discussion will be grouped by focus area.

Councilmember Wagner recommended removing any reference to Committee of the Whole; the fifth Monday of the month would be reserved for a Council Study Session that would focus on Council rules, operations, and other topics as necessary.

The Council then discussed selection of Special Focus Area chairs and whether vice chairs should be designated.

Councilmembers discussed the use of ad hoc committees, which shall have no more than three Councilmembers and shall serve for a stated

period of time.

Deputy Mayor Wales suggested that the Council review the Hybrid Study Session Format at the next Study Session to allow further study and opportunity for any clarification.

Councilmember DaCorsi suggested any further questions or concerns be directed to the chair of the ad hoc committee, Councilmember Wagner.

E. Council Travel Budget

Deputy Mayor Wales reported she met with Finance Director Coleman to discuss methods for Council to manage their own travel budget.

Deputy Mayor Wales asked for volunteers for an ad hoc committee to study and create a policy for Council travel. Councilmember Pelosa volunteered to serve as chair of the ad hoc committee, and Councilmembers Baggett and Trout-Manuel will serve as additional members. Mayor Backus stated Finance Director Coleman will provide staff support for the ad hoc committee. The ad hoc committee will report to the City Council at the February 13th study session.

F. Council One-on-One Versus Two-on-One Meetings with the Mayor

Deputy Mayor Wales inquired whether Councilmembers preferred their meetings with the Mayor with another Councilmember or on a one-on-one basis with the Mayor. Councilmember Trout-Manuel stated she believed she got more information out of meetings with the Mayor with another Councilmember in attendance. There was no objection from Mayor Backus or members of the Council to change the meetings with the Mayor to two Councilmembers.

G. Annual Selection of Deputy Mayor

Deputy Mayor Wales requested volunteers to serve on an ad hoc committee relating to the annual selection of Deputy Mayor.

Councilmembers DaCorsi, Pelosa, Trout-Manuel volunteered. The ad hoc committee will report back to the City Council at the March 13th Study Session.

III. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:46 p.m.

APPROVED this ____ day of _____, 2016.

LARGO WALES, DEPUTY MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 17, 2017 Regular City Council Meeting

Date:

February 1, 2017

Department:

Administration

Attachments:

[01-17-2017 Minutes](#)

Budget Impact:

\$0

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

Meeting Date: February 6, 2017

Item Number: CA.B



City Council Meeting
January 17, 2017 - 7:00 PM
Auburn City Hall
MINUTES

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

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

Mayor Nancy Backus was in attendance, and the following department directors and staff members were present: Assistant City Attorney Jessica Leiser, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Police Commander Steve Stocker, Director of Administration Dana Hinman, Innovation and Technology Director Paul Haugan, Finance Director Shelley Coleman, and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Children's Dental Health Month Proclamation

Mayor Backus to proclaim February 2017 as "Children's Dental Health Month" in the City of Auburn.

Mayor Backus read and presented a proclamation declaring February 2017 as "Children's Dental Health Month" in the City of Auburn. Wendy Dore the Outreach and Marketing Manager from the University of Washington Center for Pediatric Dentistry accepted the proclamation.

III. APPOINTMENTS

A. Auburn Municipal Airport Advisory Board

City Council to confirm the following appointments to the Auburn Municipal Airport Advisory Committee. Each will be appointed to serve a three year term, expiring December 31, 2019:

Deanna Clark
Mark Kornei

Deputy Mayor Wales moved and Councilmember Trout-Manuel seconded to confirm the appointments to the Auburn Municipal Airport Advisory Board.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. **AGENDA MODIFICATIONS**

Resolution No. 5270 was removed and Resolution No. 5276 was added to the agenda.

V. **CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE**

A. **Public Hearings**

There was no public hearing scheduled for this evening.

B. **Audience Participation**

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

Virginia Haugen, 2503 R Street SE, Auburn

Ms. Haugen spoke regarding her work with the homeless. She also spoke about the need for minerals in the City's water for children to develop healthy bones and teeth.

C. **Correspondence**

There was no correspondence for Council review.

VI. **COUNCIL AD HOC COMMITTEE REPORTS**

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

Councilmember Baggett reported on behalf of the Finance ad hoc committee that reviews claims and payroll vouchers. Councilmember Baggett reported that he and Councilmember Wagner reviewed the claims and payroll vouchers as presented and described on this evening's agenda and recommend City Council approval.

Councilmember Wagner reported on behalf of the ad hoc committee established to review the Council structure. Councilmember Wagner reported that he and Councilmembers DaCorsi and Holman will present to Council on at the January 23rd Study Session and ask for volunteers for chair and vice chairs for each Special Focus Area. Staff will provide a draft resolution for Council to review at the February 13th Study Session.

Councilmember Pelosa reported the ad hoc committee established to review the Council Travel will meet later in the week.

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, 2017 City Council Meeting

- B. Claims Vouchers (Coleman)
2016 claims voucher numbers 442174 and voucher number 442177 through 442331 in the amount of \$2,986,427.06 and two wire transfers in the amount of \$549,207.54 and dated January 17, 2017.
- 2017 claims voucher numbers 442175 and 442176 and voucher number 442332 through 442408 in the amount of \$2,856,549.79 and two wire transfers in the amount of \$1,801.08 and dated January 17, 2017.
- C. Payroll Vouchers (Coleman)
Payroll check numbers 537027 through 537066 in the amount of \$593,247.57, electronic deposit transmissions in the amount of \$1,437,912.81 for a grand total of \$2,031,160.38 for the period covering December 29, 2016 to January 11, 2017.
- D. Public Works Project No. CP1408 (Snyder)
City Council approve Final Pay Estimate No. 5 to Contract No. 14-25 in the amount of \$0.00 and accept construction of Project No. CP1408, Hangar Row 3 Improvements
- Deputy Mayor Wales moved and Councilmember Baggett seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

- A. Ordinance No. 6634 (Hinman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 2.76.020, 2.76.040, 2.77.010, 2.77.020, 2.77.040 and 2.77.050 of the Auburn City Code relating to the City's tourism promotional efforts

Deputy Mayor Wales moved and Councilmember Holman seconded to adopt Ordinance No. 6634.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 6635 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Auburn City Code Sections 3.04.600 and 3.04.610 of the Auburn City Code relating to funds

Deputy Mayor Wales moved and Councilmember Trout-Manual seconded to adopt Ordinance No. 6635.

Deputy Mayor Wales stated this creates a petty cash account to for the Senior Center pantry and closes out petty cash accounts no longer used.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

- A. Resolution No. 5276 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, declaring an emergency regarding the need to make repairs to hangars at the Auburn Municipal Airport

Councilmember DaCorsi moved and Deputy Mayor Wales seconded to adopt Resolution No. 5266.

Councilmember DaCorsi stated the repairs need to be taken care before the building fails and damages the airplanes inside.

Councilmember Wagner asked for the staff to consider repairing the beams instead of replacing them.

Councilmember DaCorsi stated some repairs can be done but others will need to actually be replaced. He questioned why the needed repairs were not caught earlier. He suggested the City staff develop policies for inspecting the property regularly.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Wales reported the Junior City Council met this evening. They elected their chair and vice chair and the four students to represent the City at the National League of Cities Conference in March.

Councilmember Pelosa reported he attended the National Society of the Daughters of the American Revolution Awards Banquet.

Councilmember Baggett reported he attended the Cities and Towns Association meeting for Pierce County and the (EMAC) Emergency Management Advisory Committee meeting.

Councilmember Holman reported on his experience at the University of Washington's Martin Luther King Unity Breakfast.

Councilmember Wagner spoke about the signs in Auburn that say we are building an "Inclusive Community". He also reported he attended a Transportation Policy Board meeting.

Councilmember DaCorsi thanked Councilmember Holman for his report on the MLK Unity Breakfast. He reported he attended the Senior Center Coffee Hour and the Affordable Housing Advisory Board meeting.

B. From the Mayor

Mayor Backus reported she was reappointed to the All Home Coordinating Board. She attended the Chamber of Commerce Board of Directors meeting, the University of Washington Livable Cities first quarter review, a Green River College panel on the Campus Leadership Institute, an economic forecasting conference, the Korean American Day event at the Auburn Performing Arts Center and the memorial service for Terry O'Grady.

XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:56 p.m.

APPROVED this 6th day of February, 2017.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

February 1, 2017

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

Claims voucher numbers 442409 through 442627 in the amount of \$1,645,855.44 and eight wire transfers in the amount of \$635,256.02 and dated February 6, 2017.

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

Coleman

Meeting Date: February 6, 2017

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

February 1, 2017

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 537067 through 537095 in the amount of \$767,089.07 and electronic deposit transmissions in the amount of \$1,447,906.45 for a grand total of \$2,214,995.52 for the period covering January 12, 2017 to February 1, 2017.

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

Coleman

Meeting Date: February 6, 2017

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6637

Date:
February 1, 2017

Department:
Legal

Attachments:
[Ordinance No. 6637](#)

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6637.

Background Summary:

Park Impact Fees & Building, Planning and Engineering Review Fees

The City of Auburn has previously taken substantive steps to promote redevelopment of Downtown Auburn including but not limited to the preparation of an Environmental Impact Statement (EIS), obtaining a Regional Center designation from the Puget Sound Regional Council and the preparation and approval of design guidelines and standards.

There is current real and substantive interest from private sector development parties in the development of residential, retail and office development in Downtown Auburn.

The City of Auburn desires to promote and incentivize private sector development investment in its downtown core to realize future property tax and sales tax benefits to the citizens of Auburn from currently undeveloped and underdeveloped properties in said downtown core.

The City also desires to set the impact fee to be paid within its service areas in a way to reflect the development potential of the service areas. To do this, the city establishes a downtown park impact fee service area that has a lower impact fee rate because the downtown area is essentially fully built up and does not have available territory within which park facilities could be developed.

To promote development in the downtown area, an accommodation is made for building and permitting fees. The City's Master Fee Schedule is modified to authorize a seventy-five percent reduction in fees for building review, planning review and engineering review applicable only to those parcels of land located in the downtown park impact fee service area.

This new service area is defined as (1) the boundary of West Main Street/East Main Street to the north, "A" Street SE to the east, 2nd Street SE/2nd Street SW to the south, and "A" Street SW to the west; and (2) the boundary of East Main Street to the south, Auburn Avenue to the east, 1st Street NE to the north, and North Division Street to the west, and (3) the boundary of South Division Street to the east, "A" Street NW to the west, 3rd Street SW to the south, and 2nd Street SW to the north (see exhibit A to the ordinance).

Transportation Impact Fee

The City Council approved Ordinance No. 5506 on April 2, 2001 establishing a traffic impact fee ordinance system for the City. On May 21, 2001, the City Council adopted the Downtown Plan that included policies and implementation strategies intended to foster, enhance, and promote the livability and economic vitality of the Auburn Downtown Business District. Policy 6-2 of the Auburn Downtown Plan specified that if the City adopted a traffic impact fee system, consideration should be given to waiving the fee within the downtown with the intent that the waiver sunset after a five year period unless the Council elected to extend it. RCW 82.02.060 (2) states that local ordinances by which impact fees are imposed may provide an exemption for development activities with broad public purposes provided that the impact fees from such development activity are paid from public funds other than impact fee accounts.

On May 7, 2007, the City Council approved Ordinance No. 6089 establishing Section 19.04.070 (A.9) of the Auburn City Code (ACC) creating a 'Downtown Catalyst Area' exemption for the imposition and collection of traffic impact fees within this area. A provision to this exemption was that it would sunset on June 30, 2008, unless otherwise extended by the City Council. On May 19, 2008, the City Council approved Ordinance No. 6178 extending the traffic impact fee exemption sunset date for the 'Downtown Catalyst Area' an additional two years to June 30, 2010. Council extended the exemption again through Ordinance No. 6412 until June 30, 2014. Council extended the exemption again through Ordinance 6526 until December 31, 2016.

The City Council's previous approvals of the traffic impact fee exemption for the 'Downtown Catalyst Area' was based on its determination that promoting economic development in this area is beneficial to the City and serves a broad public purpose. Staff recommends that a similar determination is warranted to help promote continued redevelopment.

The 'Downtown Catalyst Area' is slightly smaller than the new park impact fee service area. It is defined by (1) the boundary of West Main Street/East Main Street to the north, "A" Street SE to the east, 2nd Street SE/2nd Street SW to the south, and "A" Street SW to the west; and (2) the boundary of East Main Street to the south, Auburn Avenue to the east, 1st Street NE to the north, and North Division Street to the west (see the attached map).

As with other impact fee exemptions, the City of Auburn is required to pay transportation impact fee amounts that it exempts developers from paying.

Reviewed by Council Committees:

Councilmember:

Staff: Heid

Meeting Date: February 6, 2017

Item Number: ORD.A

ORDINANCE NO. 6 6 3 7

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 19.04.070 19.08.020 AND 19.08.030 OF THE AUBURN CITY CODE RELATING TO TRAFFIC AND PARK IMPACT FEES, AND AMENDING THE MASTER FEE SCHEDULE RELATING TO BUILDING, PLANNING AND ENGINEERING FEES FOR DEVELOPMENT PROJECTS ON CERTAIN REAL PROPERTY WITHIN THE DOWNTOWN CORE AREA

WHEREAS, the City of Auburn has previously taken substantive steps to promote redevelopment of Downtown Auburn including but not limited to the preparation of an Environmental Impact Statement (EIS), obtaining a Regional Center designation from the Puget Sound Regional Council, and the preparation and approval of design guidelines and standards; and

WHEREAS, despite ongoing economic impacts from the Great Recession, there is current real and substantive interest from private sector development parties in the development of residential, retail and office properties in Downtown Auburn; and

WHEREAS, the City of Auburn is required to pay impact fee amounts regularly charged within the impact fee service area(s) when it exempts or reduces the impact fee that would otherwise be charged within a service area; and

WHEREAS, the City of Auburn desires to promote and incentivize private sector development investment in its downtown core to realize future property tax and sales tax benefits to the citizens of Auburn from currently undeveloped and underdeveloped properties in said downtown core; and

WHEREAS, the City of Auburn also desires to set the impact fee to be paid within its service areas in a way to reflect the development potential of the service areas; and

WHEREAS, the City of Auburn desires to establish, in addition to a city-wide park impact fee service area, a downtown catalyst park impact fee service area (depicted on Exhibit "A," appended hereto), which service area would reasonably have a lower impact fee rate because the downtown park impact fee service area is essentially fully built up and does not have available territory within which park facilities could be developed; and

WHEREAS, it is also appropriate to amend the code provisions for the transportation impact fee by providing for continuation of an exemption of the transportation impact fees for the downtown catalyst area (as depicted on Exhibit "B" appended hereto) that would have otherwise expired; and

WHEREAS, it is further appropriate to provide for an accommodation of building and permitting fees related to development in the downtown catalyst area to promote development therein.

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

Section 1. Amendment to City Code. That Section 19.04.070 of the Auburn City Code, entitled "Definitions," is hereby amended to read as follows:

Exemptions.

A. The following shall be exempted from the payment of transportation impact fees:

1. Replacement of a structure with a new structure of the same PM peak hour trip generation and use at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure.

2. Alterations, expansion, enlargement, remodeling, rehabilitation or conversion of an existing dwelling unit where no additional dwelling units are created and the use is not changed.

3. Alterations of an existing nonresidential structure that does not expand the usable space.

4. Miscellaneous improvements, including but not limited to fences, walls, swimming pools, and signs.

5. A change in use where the increase in PM peak hour trip generation is less than the threshold stated in ACC 19.04.040(B).

6. Demolition, or moving of a structure out of the city.

7. Any building permit application that has been submitted to the department before 5:00 p.m. the business day before the first effective date of the transportation impact fee rate schedule and subsequently determined to be a complete application by the city.

8. All development activity within the "downtown plan area" as defined in ACC 19.04.020(I); provided, that this exemption shall sunset on June 30, 2007, unless otherwise extended by the city council.

9. All development activity within the "downtown catalyst area" as defined in ACC 19.04.020(FF); provided, that this exemption shall sunset on December 31, 2016~~2017~~, unless otherwise extended by the city council.

10. Fifty percent of all development activity within the "downtown catalyst accessory area" as defined in ACC 19.04.020(GG), to the effect that the exemption provided hereby shall be for 50 percent of the applicable transportation impact fees; provided, that this exemption shall sunset on December 31, 2008, unless otherwise extended by the city council.

11. All development activity within the "emergency public interest area" as defined in ACC 19.04.020(HH); provided, that this exemption shall sunset on December 31, 2008, unless otherwise extended by the city council.

B. The director shall be authorized to determine whether a particular development activity falls within an exemption identified in this section. Determinations of the director shall be subject to the appeals procedures set forth in ACC 19.04.080. (Ord. 6526 § 1, 2014; Ord. 6412 § 1, 2012; Ord. 6341 § 3, 2011; Ord. 6308 § 1, 2010; Ord. 6199 § 2, 2008; Ord. 6197 § 2, 2008; Ord. 6178 § 1, 2008; Ord. 6089 § 2, 2007; Ord. 6068 § 1, 2006; Ord. 5763 § 1, 2003; Ord. 5604 § 1, 2001; Ord. 5506 § 1, 2001.)

Section 2. Amendment to City Code. That Section 19.08.020 of the Auburn City Code, entitled "Definitions," is hereby amended to read as follows:

Definitions.

The following words and terms shall have the following meanings for the purposes of this chapter unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090 or given their usual and customary meaning.

A. "Act" means the Growth Management Act, Chapter 36.70A RCW, as now in existence or as hereafter amended.

B. "Building permit," for the purposes of this chapter only, means an official document or certification which is issued by the city and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure.

C. "Capital facilities plan" means the capital facilities plan element of the city's comprehensive plan adopted pursuant to Chapter 36.70A RCW, known as the city of Auburn parks, recreation and open space plan, and such plan as amended.

D. "Change in use," for the purposes of this chapter, means a different use that qualifies as a single- or multiple-family dwelling as defined in this chapter.

E. "City" means the city of Auburn.

F. "Council" means the city council of the city of Auburn.

G. "Department" means the department of parks, arts, and recreation.

H. "Development activity" means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land that creates additional demand and need for parks and recreation facilities.

I. "Director" means the director of the department of parks, arts, and recreation or the director's designee.

J. "Dwelling unit" means a building, or portion thereof, designed for residential occupancy consisting of one or more rooms which are arranged, designed or used as living quarters for one family only.

K. "Encumbered" means to reserve, set aside or otherwise earmark the impact fees in order to pay for commitments, contractual obligations or other liabilities incurred for parks and recreation facilities.

L. "Feepayer" is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity commencing a land development activity which creates the demand for additional parks and recreation facilities, and which requires the issuance of a building permit. "Feepayer" includes an applicant for an impact fee credit.

M. "Grandfathering" means that the existing land use of a developed property in effect on January 1, 2007, the initial effective date of the impact fees ordinance, is entitled to system capacity credits determined by the adopted impact fees rate schedule.

N. "Hearing examiner" means the examiner who acts on behalf of the council in considering and applying land use regulatory codes as provided under Chapter 2.46 ACC. Where appropriate, "hearing examiner" also refers to the office of the hearing examiner.

O. "Impact fee" means a payment of money imposed by the city of Auburn on development activity pursuant to this chapter as a condition of granting development approval in order to pay for the parks and recreation facilities needed to serve new growth and development.

P. "Impact fee account" or "account" means the account established for the parks and recreation facilities' impact fees collected. The account shall be

established pursuant to ACC 19.08.080 and comply with the requirements of RCW 82.02.070.

Q. "Independent fee calculation" means the parks and recreation impact calculation prepared by a fee payer to support the assessment of an impact fee other than by the use of the fee schedule.

R. "Interest" means the interest rate earned by local jurisdictions in the State of Washington Local Government Investment Pool, if not otherwise defined.

S. "Multifamily dwelling" means a building designed exclusively for occupancy by two or more families living independently of each other, and containing two or more residential dwelling units.

T. "Owner" means the owner of record of real property; provided, that if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.

U. "Parks and recreation facilities" means neighborhood and community parks, open space, recreational trails, athletic fields, swimming pools, and community centers, and any furnishings and equipment that are used at such locations and which can be capitalized.

V. "Parks and recreation project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development or users of the project and are not parks and recreation system improvements. No parks and recreation improvement or facility included in a capital facilities plan approved by the council shall be considered a parks and recreation project improvement.

W. "Parks and recreation system improvements" means parks and recreation facilities that are either included in the city of Auburn's capital facilities plan and/or are designed to provide service to service areas within the community at large, in contrast to parks and recreation project improvements.

X. "Single-family dwelling" means a detached building designed exclusively for occupancy by one family and containing one residential dwelling unit. A manufactured home may be considered a one-family dwelling, if sited per Chapter 18.31 ACC.

Y. "State" means the state of Washington.

Z. "Surplus credits" means credits over and above those calculated as an impact fee. For example:

1. In grandfathering calculations, if the difference between a proposed use fee minus existing use credit results in a positive number, the result is the impact fee due.

2. In grandfathering calculations, if the difference between a proposed use fee minus existing use credit results in a negative number, the result is the surplus credit and no impact fee would be due. (Ord. 6341 § 5, 2011; Ord. 6063 § 1, 2006.)

AA. "Downtown Catalyst Park Service Area" means the areas defined by (1) the boundary of West Main Street/East Main Street to the north, "A" Street SE to the east, 2nd Street SE/2nd Street SW to the south, and "A" Street SW to the west; and (2) the boundary of East Main Street to the south, Auburn Avenue to

the east, 1st Street NE to the north, and North Division Street to the west; and (3) the boundary of 2nd Street SW to the north, South Division Street to the east, 3rd Street SW, and A Street SW to the south.

Section 3. Amendment to City Code. That Section 19.08.030 of the Auburn City Code, entitled "Assessment of impact fees," is hereby amended to read as follows:

"Assessment of impact fees.

A. Effective January 1, 2007, the city shall collect park impact fees, based on the fee schedule of the city of Auburn, from any applicant seeking development approval from the city for any development activity that includes dwelling units within the city. The park impact fees established hereby shall be listed on the city of Auburn fee schedule according to service area. Two service areas are established within Auburn. The downtown catalyst park service area, as defined in 19.08.020(AA), and the city-wide service area, which is defined as all other property within the city boundaries that is outside the downtown catalyst park service area. Credits, adjustments, and exemptions set forth in this chapter shall apply equally to both areas.

B. Effective January 1, 2007, where a change in use increases housing capacity by more than or equal to one dwelling unit, the director shall calculate a parks and recreation impact fee based on the increase in the housing capacity.

C. The amount of impact fees shall be determined at the time an applicant submits a complete application for a building permit using the impact fee schedules then in effect, or pursuant to an independent fee calculation accepted by the director pursuant to ACC 19.08.040, and adjusted for any credits pursuant to ACC 19.08.050.

D. Payment of impact fees shall be made by the feepayer at the time the building permit is issued for each unit in the development. The amount to be paid shall not be increased for any applicant that submitted a complete application for the building permit before the city established the impact fee rates.

E. Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to ACC 19.08.050 shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to ACC 19.08.050 setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued.

F. The department shall not issue a building permit unless and until the impact fees have been paid or credit(s) awarded.

G. For complete single-family building permit applications for new development, redevelopment or a change in use, and prior to or at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed, the applicant may elect to record a covenant against title to the property on forms prepared and provided by the city that requires payment of

parks impact fees due and owing, less any credits awarded, by providing for automatic payment through escrow of these development charges due and owing to be paid no later than at time of closing of the sale of the unit or at final inspection or issuance of certificate of occupancy or 18 months from the date of issuance of the original building permit, whichever comes first. Failure to pay shall result in the following:

1. If 30 days after the city has sent the responsible party written notification of its obligation to pay the charges established in this chapter the full amount remains unpaid, the responsible party shall be subject to the enforcement provisions of ACC 1.25.030 and 1.25.065. Written notification shall be by regular and certified mail and to the most current available contact information on file with the city. For the purposes of applying ACC 1.25.030 and 1.25.065, the responsible party shall constitute a property owner, the property(ies) for which a permit(s) has been issued shall constitute the property(ies) on which the violation is occurring, and the impact fee amount remaining unpaid shall constitute a violation occurring on the permitted property(ies) under these sections.

2. Any unpaid charges adopted by this chapter that are outstanding 30 days from the date the charges are due shall constitute a lien against the property(ies) for which a permit(s) has been issued in the amount of the unpaid charges. In addition to the actions authorized in subsection (G)(1) of this section, the city may record a lien against the permitted property(ies) in the amount of the unpaid charges and may immediately suspend any permits previously issued for the lot or unit associated with the current development activity and shall limit the granting of any future permits for the lot or unit until such time that all outstanding water, sanitary sewer and storm drainage development charges are paid in full.

3. The appeals process authorized in ACC 19.08.070 shall not apply to determinations made pursuant to this section.

H. For complete multifamily building permit applications for new development, redevelopment or a change in use, and prior to or at the time of issuance of any multifamily residential building permit that is being constructed, the applicant may elect to record a covenant against title to the property on forms prepared and provided by the city that requires payment of parks impact fees due and owing, less any credits awarded, by providing for automatic payment through escrow of these development charges due and owing to be paid no later than at time of closing of the sale of the unit or at final inspection or issuance of certificate of occupancy or 18 months from the date of issuance of the original building permit, whichever comes first. Failure to pay shall result in the following:

1. If 30 days after the city has sent the responsible party written notification of its obligation to pay the charges established in this chapter the full amount remains unpaid, the responsible party shall be subject to the enforcement provisions of ACC 1.25.030 and 1.25.065. Written notification shall be by regular and certified mail and to the most current available contact information on file with the city. For the purposes of applying ACC 1.25.030 and 1.25.065, the responsible party shall constitute a property owner, the property(ies) for which a permit(s) has been issued shall constitute the

property(ies) on which the violation is occurring, and the impact fee amount remaining unpaid shall constitute a violation occurring on the permitted property(ies) under these sections.

2. Any unpaid charges adopted by this chapter that are outstanding 30 days from the date the charges are due shall constitute a lien against the property(ies) for which a permit(s) has been issued in the amount of the unpaid charges. In addition to the actions authorized in subsection (H)(1) of this section, the city may record a lien against the permitted property(ies) in the amount of the unpaid charges and may immediately suspend any permits previously issued for the lot or unit associated with the current development activity and shall limit the granting of any future permits for the lot or unit until such time that all outstanding water, sanitary sewer and storm drainage development charges are paid in full.

3. The appeals process authorized in ACC 19.08.070 shall not apply to determinations made pursuant to this section. (Ord. 6455 § 5, 2012; Ord. 6341 § 5, 2011; Ord. 6063 § 1, 2006.)

Section 4. Fee Schedule Amended. The City of Auburn Fee Schedule is hereby amended as set forth in the attached Exhibit "C" so as to amend and reduce building and permit fees for the downtown catalyst area and downtown catalyst park service area.

Section 5. Fees for Building, Planning and Engineering Review. The City's Fee Schedule, as amended by this ordinance, shall be modified to authorize a seventy-five percent reduction in fees charged by the City of Auburn for building review, planning review and engineering review inclusive of the facilities extension agreement process, applicable only to development projects that are both located on those parcels of land that are located in the "Downtown Catalyst Park Service Area," as defined in 19.08.020, and that have submitted complete applications for all necessary and required development approvals from the City including planning approval, environmental review approval, building permit approval and engineering approval inclusive of facilities extension agreement approval. The determination of completeness shall be determined in accordance with Chapter 14.06 ACC.

Section 6. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation, including inserting the fee provides for herein into the City of Auburn Fee Schedule, as appropriate.

Section 7. 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 8. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

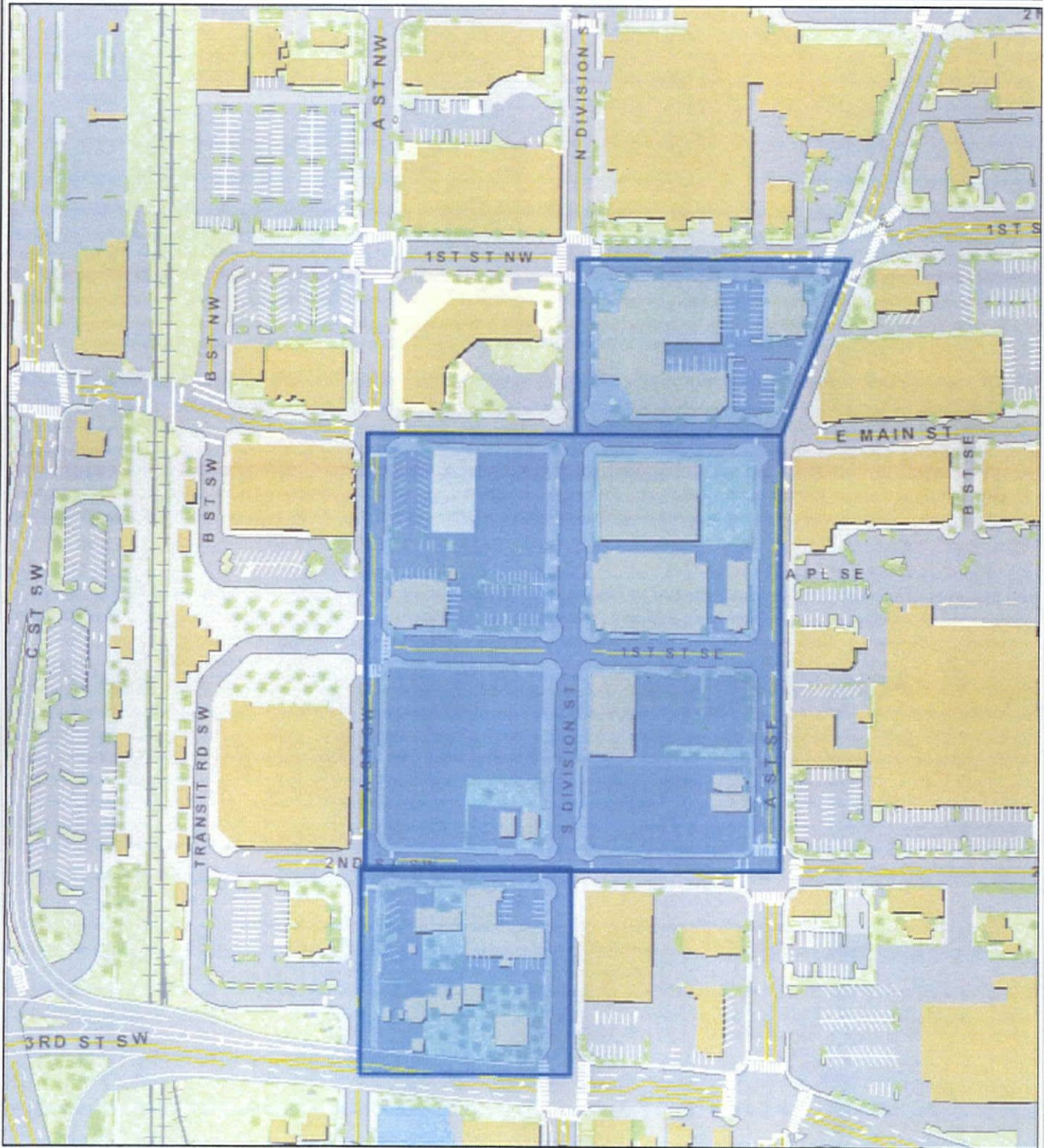


Daniel B. Heid, City Attorney

Published: _____

Exhibit A

Printed Date: 2/1/2017
Map Created by City of Auburn eGIS
Imagery Date: May 2015



0.1 0 0.0 0.1 Miles

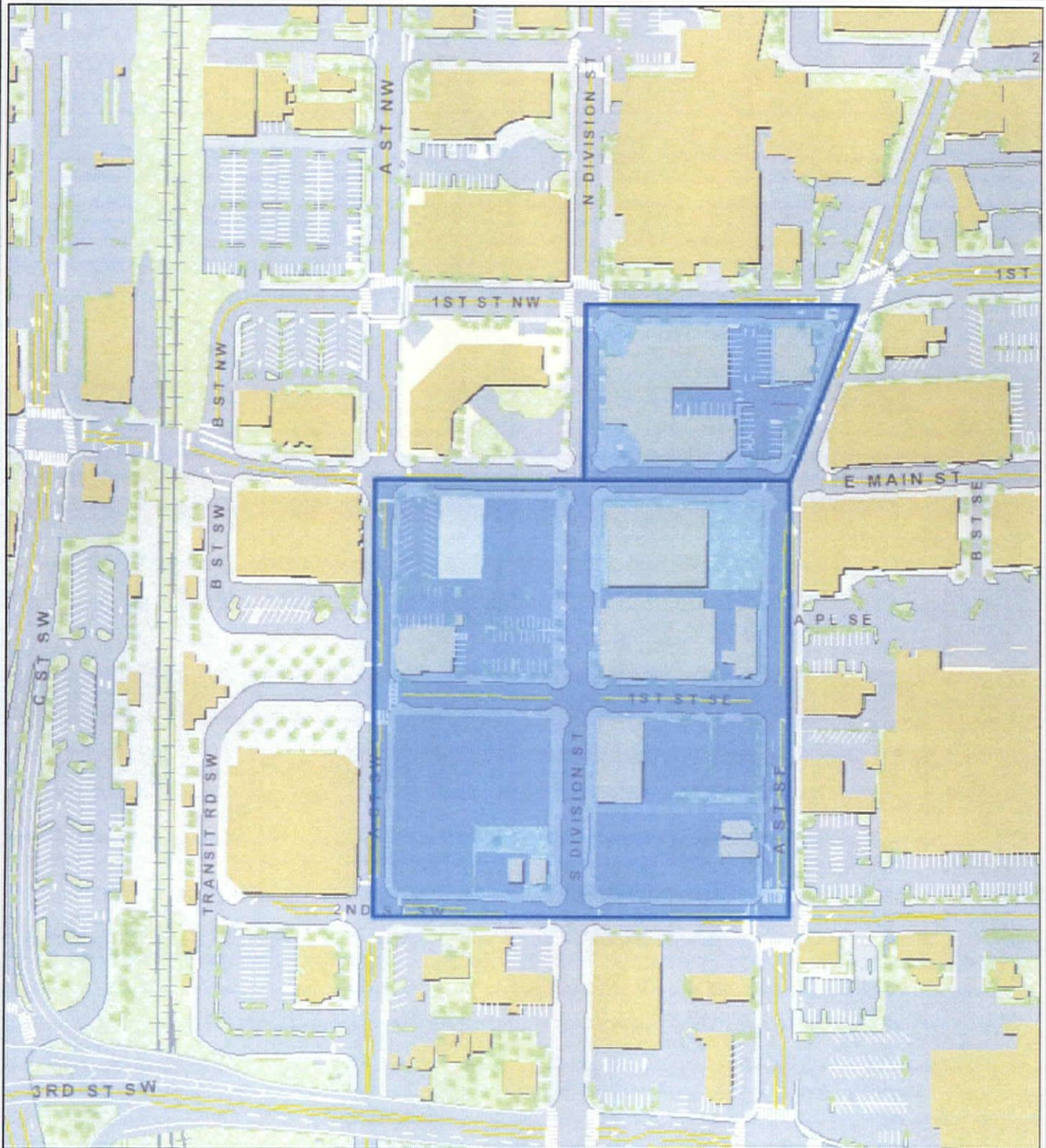
NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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



Exhibit B

Printed Date: 2/1/2017
Map Created by City of Auburn eGIS
Imagery Date: May 2015



0.1 0 0.0 0.1 Miles

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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



EXHIBIT C

CITY OF AUBURN FEE SCHEDULE FEES FOR CITY PERMITS, LICENSES, PUBLICATIONS, AND ACTIONS

Effective January 1, 2017

A. PLANNING FEES (Per Ordinance No. 5707, Ordinance No. 5715, Ordinance No. 5819, Resolution No. 3797, Resolution No. 3953, Resolution No. 4070, Resolution No. 4117, Resolution No. 4143, Ordinance No. 6077, Resolution No. 4272, Resolution No. 4424, Ordinance No. 6276, Resolution No. 4552, Ordinance No. 6295, Resolution No. 4868, Resolution No. 4880, Resolution 4964, Ordinance 6477, Resolution No. 5016, Resolution 5114, Resolution No. 5181, Resolution No. 5213, Resolution No. 5228, and Resolution No. 5255.)

1. Application Fees: Applications for any action identified below shall not be accepted for filing, unless otherwise noted, until the fees per the below schedule have been paid to the City. ¹	
Additional Meeting Fee (beyond the specified number)	\$267.00 per meeting
Additional Re-submittal Fee (covers one re-submittal for all land use actions)	\$65.00 per re-submittal
Address Assignment	\$107.00 per address
Administrative Use Permits (covers 1 meeting with staff after which additional meeting fees apply)	\$906.00
Appeal of Administrative Decisions issued under Chapter 1.25, Title 15, Title 16, Title 17 or Title 18 to Hearing Examiner ¹ . Hearing Examiner costs are included within the appeal fee and are therefore not billed separately.	\$1,030.00
Binding Site Plan ² (covers 2 meetings with staff after which additional meeting fees apply)	\$1,173.00 + \$64.00/lot
Boundary Line Adjustment ¹ :	
Residential	\$534.00
Non-Residential (includes mixed use projects)	\$880.00
Boundary Line Elimination ¹	\$515.00
Comprehensive Plan Map Amendments ³ (covers 2 meetings with staff after which additional meeting fees apply)	\$2,132.00 (includes rezone application fee)
Comprehensive Plan Text Amendments ³ (covers 2 meetings with staff after which additional meeting fees apply)	\$1,030.00
Conditional Use Permits ^{1, 6} (covers 2 meetings with staff after which additional meeting fees apply)	
Residential	\$1,030.00 + Hearing Examiner expenses.

¹ Please note that the City of Auburn may collect a review fee on behalf of the Valley Regional Fire Authority for certain land use and/or environmental reviews which fee is collected in addition to the City's required fees.

² Per Auburn City Code, a modification to an approved binding site plan shall be processed in the same manner as the original binding site plan approval. Therefore, the specified fee shall apply to a new or modified binding site plan approval request.

³ Fees for amendments to text or maps of the Comprehensive Plan apply only where an applicant seeks an amendment affecting specific properties rather than the City generally or property within the City generally.

All Other (includes mixed use projects)	\$2,060.00 + Hearing Examiner expenses.
Conditional Use Permits ⁴ – Minor Adjustment (covers 1 meeting with staff after which additional meeting fees apply)	
Residential	\$426.00
All Other (includes mixed use projects)	\$571.00
Critical Areas Review:	
Required on-site mitigation, monitoring & reporting ⁵	\$309.00 + actual costs for inspection and report preparation by contracted professional.
Critical Areas Reasonable Use Determination	\$267.00
City review of environmental studies, plans or reports (whether submitted with another city application or not and includes one re-submittal)	\$267.00/study, plan or report
Critical Areas Variance – administrative	\$267.00
Critical Areas Variance – hearing examiner ^{1, 6}	\$1000.00 + total hourly charge for Hearing Examiner + associated expenses to be paid by applicant prior to issuance of final decision.
Current Use Taxation (covers 1 meeting with staff after which additional meeting fees apply)	\$824.00
Development Agreement – Amendment	\$2,266.00 + \$62.00/lot or dwelling unit
Downtown Urban Center Design Review (covers 1 meeting with staff after which additional meeting fees apply)	\$1,173.00
Environmental Review (covers 1 meeting with staff after which additional meeting fees apply)	
SEPA Checklist review ¹ (includes City issuance of DNS, MDNS, or DS as appropriate)	\$826.00 + \$267.00 /required study
Revised or Supplemental SEPA Checklist review ¹ (includes City issuance of Addendum, if appropriate)	\$360.00 + \$267.00 /required study
SEPA 3 rd Party Review	Actual costs
Environmental Impact Statement	\$826.00 + actual costs

⁴ Per Auburn City Code, a major adjustment to an approved conditional use permit shall be processed in the same manner as the original conditional use permit approval. Therefore, the specified fee shall apply to a new request for conditional use permit approval or a request for a major adjustment to a previously approved conditional use permit approval.

⁵ For monitoring required over multiple years, the total monitoring fee for the required monitoring period shall be paid prior to final plat approval or issuance of Certificate of Occupancy or release of required financial security.

	for preparation of draft & final statements including labor, materials, mailing & other actual costs relating to the drafting & circulating of the EIS.
Final Plats – Subdivisions (covers 2 meetings with staff after which additional meeting fees apply and 1 re-submittal)	\$1,564.00 + \$54.00/lot
Final Plats – Short Plats (covers 1 meeting with staff after which additional meeting fees apply and 1 re-submittal)	\$773.00 + \$26.00/lot
Flexible Development Alternatives Application Review (covers 1 meeting with staff after which additional meeting fees apply and 1 re-submittal)	\$1,173.00
Hearing Examiner – Conduct of Hearing and Preparation of Decision ⁶	Total hourly charge for hearing examiner plus associated expenses to be paid by applicant prior to issuance of final decision
Floodplain Development Permit	\$267.00
Floodplain Habitat Impact Assessment Report Review	\$258.00
Floodplain Habitat Mitigation Plan Review	\$258.00
Combined Floodplain Habitat Assessment/Mitigation Plan Review	\$515.00
City Acknowledgement Review of FEMA Flood Map Revision Application	\$103.00
Mining Permits (covers 3 meetings with staff after which additional meeting fees apply)	\$3,732.00
Miscellaneous Administrative Decisions (i.g. sign area deviation, written interpretations)	\$515.00
Multi-Family/Mixed Use Design Standards Compliance Review (application covers 1 meeting with staff after which additional fees apply)	\$1,173.00
Plan Alteration or Vacation ⁶ (application covers 1 meeting with staff after which additional fees apply)	\$1,030.00/request + Hearing Examiner expenses.
Plat Modification (application covers 1 meeting with staff after which additional fees apply)	\$1,030.00/request
Preliminary Plats – Subdivisions ^{1, 6} (application covers 3 meetings with staff after which additional fees apply)	\$3,090.00 + \$124.00/lot + Hearing Examiner expenses.
Preliminary Plats – Short Plats ¹ (application covers 1 meeting with staff after which additional fees apply)	\$1,492.00 + \$62.00/lot
Preliminary Site Plan Review (non-PUD) (application covers 1 meeting with staff after which additional fees apply)	\$1,066.00
Pre-application Meeting (application covers 1 meeting with staff after	\$267.00 – fee will be

⁶ The total cost for the Hearing Examiner is the responsibility of the applicant and is in addition to the relevant application fee for applications requiring a public hearing before the Hearing Examiner (e.g. conditional use permit). The applicant will be billed separately for Hearing Examiner fees after the Hearing Examiner has provided an invoice to the City that itemizes expenses incurred as a result of their services.

which additional fees apply)	applied towards any related application made within six months of the date the pre-application meeting was held
PUD – Major Adjustment ⁷ (application covers 2 meetings with staff after which additional fees apply)	\$2,635.00
Public Notice Boards: 2' x 4' public notice board	\$83.00
4' x 4' public notice board	\$140.00
Rezone (map amendment) ⁸	\$1,813.00
School Impact Fee Collection: ⁹ Per Single Family Dwelling Unit	\$54.00
Per Multi-Family Dwelling Unit	\$27.00
Shoreline (application covers 1 meeting with staff after which additional fees apply): Shoreline Exemption Determination	\$221.00
Shoreline Conditional Use Permit ⁶	\$1,173.00 + Hearing Examiner expenses.
Shoreline Substantial Development Permit ⁶	\$1,173.00 + Hearing Examiner expenses.
Shoreline Variance ⁶	\$1,173.00 + Hearing Examiner expenses.
Short Plat Modification (application covers 1 meeting with staff after which additional fees apply)	\$267.00/requested modification
Sign Permit ¹⁰	\$103.00
Site Plan Approval – PUD, Residential ⁹ (application covers 1 meeting with staff after which additional fees apply)	\$1,173.00 + \$64.00/lot or unit
Site Plan Approval - PUD, Non-residential ⁹ (application covers 1 meeting with staff after which additional fees apply)	\$1,173.00 + \$64.00/lot or unit
Special Home Occupation Permits	\$267.00
Three-Party Outside Utility Extension Agreement - Site Specific Review (application covers 1 meeting with staff after which additional fees apply)	\$1,066.00 + plus the City's actual costs in performing under the terms of the agreement as negotiated between the parties
Type I Temporary Use Permit	\$99.00 + \$50.00 per extension request
Type II Temporary Use Permit	\$148.00 + \$50.00 per extension request

⁷ A prior City Code amendment eliminated Planned Unit Developments (PUD). The PUD fees included herein are applicable only to the existing previously approved PUDs.

⁸ Application fee covers 2 meetings with staff after which additional meeting fees apply.

⁹ The City collects an application fee to cover the reasonable cost of administration of the school impact fee program.

¹⁰ The City collects an application fee to cover the reasonable cost of zoning compliance review in addition to the building permit application fee identified in Table 1-A, below.

Variance ¹ (inclusive of Special Exceptions): Per each residence on a single family lot	\$267.00
Administrative	\$592.00
Variance before Hearing Examiner	\$1,000.00
Water/Sewer Certificate ¹ (outside of city limits for other than single-family)	\$320.00
Zoning Certification Letter:	
Residential	\$54.00
Non-Residential (includes mixed use development)	\$107.00
Zoning Code Text Amendment (application covers 1 meeting with staff after which additional fees apply)	\$1,066.00
2. BOOKS, MAPS, MATERIALS: ¹¹ (pursuant to Resolution No. 3953)	
Comprehensive Plan	Cost of Production
Downtown Plan	Cost of Production
Downtown Plan Appendices	Cost of Production
Copies of Codes and Ordinances	Cost of Production
Maps	Cost of Production
3. LAND CLEARING, GRADING AND FILLING FEES (Per Ordinance No. 6146, Resolution No. 4272 Resolution No. 4424 and Resolution No. 5255.)	
Land Clearing:	
Base Fee (for up to 1 acre)	\$320.00
1 to 5 acres	Base Fee + \$117.00/acre
Over 5 acres	Base Fee + \$86.00/acre
Grading and Filling Fees:	
Base Fee (for up to 500 cubic yards)	\$320.00
500 to 250,000 cubic yards	Base Fee + \$0.12/cubic yard
Over 250,000 cubic yards	Base Fee + \$0.02/cubic yard
4. BUILDING FEES (per Ordinance 5715, Ordinance 5819, Resolution No. 3773, Resolution No. 3797, Resolution No. 3818, Resolution No. 3953, Resolution No. 4143, Ordinance No. 6146, Resolution No. 4272, Resolution No. 4424, Resolution No. 5134 and Resolution No. 5255.)	
a. Building Permit Fees: Building permit fees are based upon a project's construction valuation as set forth by the International Code Council (ICC). ICC's construction valuation table is hereby incorporated into the City of Auburn's fees schedule. Construction valuations will be updated on January 1 st of each year. The fee for each International Building Code, International Residential Code, Washington State Energy Code or Washington State Indoor Air Quality Code building permit shall be as set forth in Table 1-A, below. ¹²	

¹¹ Prices for printed materials do not include any taxes.

¹² Please note that the City of Auburn may collect a review fee for the Valley Regional Fire Authority for certain permit applications that is collected in addition to the City's required fees.

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$32.00
\$501.00 to \$2,000.00	\$32.00 for the first \$500.00 plus \$6.00 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$122.00 for the first \$2,000.00 plus \$18.60 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$549.80 for the first \$25,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$899.80 for the first \$50,000.00 plus \$10.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,399.80 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,999.80 for the first \$500,000.00 plus \$8.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.00 and up	\$8,999.80 for the first \$1,000,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge – two hours)	\$63.00 per hour ¹
2. Reinspection fees assessed under provisions of Section 109.4.13	\$63.00 per hour ¹
3. Inspections for which no fee is specifically indicated (minimum charge – one half hour)	\$63.00 per hour ¹
4. Additional plan review required by changes, additions or revisions to plans (minimum charge – one half hour)	\$63.00 per hour ¹
5. For use of outside consultants for plan checking and inspections, or both	Actual costs ²
FOOTNOTES:	
¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
² Actual costs include administrative and overhead costs.	

- b. Mechanical Permit Fees:** The fee for each permit issued under provisions of the International Mechanical Code, International Fuel Gas Code, NFPA 54 (National Fuel Gas Code), NFPA 58 (Liquefied Petroleum Gas Code), or the mechanical device provisions of the International Residential Code shall be as set forth in Table 2-A, below. For new single-family dwellings a flat rate permit fee of \$185.00 may be charged in lieu of fees as prescribed in Table 2-A. For new multi-family dwellings, a flat rate permit fee of \$125.00 may be charged in lieu of fees prescribed in Table 2-A.

Table 2-A MECHANICAL PERMIT FEES

Permit Issuance and Heaters:	
1. For the issuance of each mechanical permit	\$25.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	\$9.00
3. In addition to the base mechanical permit fee, each mechanical fixture shall include a charge of	\$12.00
Other Inspections and Fees:	
1. Inspections outside of normal business hours, per hour (minimum charge -- two hours)	\$63.00
2. Reinspection fees assessed under provisions of Section 109.4.13 ... \$61.003. Inspections for which no fee is specifically indicated, per hour (minimum charge -- one-half hour)	\$63.00
3. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge -- one-half hour)	\$63.00
* Or the total cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
c. Plumbing Code Permit Fees: For new single-family dwellings a flat rate permit fee of \$185.00 may be charged in lieu of fees as prescribed in Table 3-A. For new multi-family dwellings, a flat rate permit fee of \$125.00 may be charged in lieu of fees prescribed in	

Table 3-A.

Table 3-A PLUMBING PERMIT FEES

Permit Issuance:	
1. For issuing each permit	\$25.00
2. For issuing each supplemental permit	\$12.00
3. In addition to the base mechanical permit fee, each mechanical fixture shall include a charge of	\$10.00
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$63.00
2. Reinspection fee	\$63.00
3. Inspections for which no fee is specifically indicated	\$63.00
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge - one-half hour)	\$63.00
*Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved.	
d. Demolition Permit Fees: Demolition permits shall be charged a base fee of \$126.00.	
Fees: Permit fees shall be assessed in accordance with this section. Fees specified shall be adjusted for inflation each year based upon the Seattle Consumer Price Index. Fees shall be rounded down to nearest whole dollar.	
Appeal Fees: The fee for appeals of codes adopted pursuant to ACC Chapter 15 shall be \$110.00 plus total hearing examiner costs.	
Plan Review Fees: When submitted documents are required by Section 106.3 of the Construction Administrative Code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A. The plan review fees specified in this section are separate fees from the permit fees and in addition to permit fees.	
Temporary Certificate of Occupancy Fees: There shall be a fee equal to ten percent of the building permit fee for issuance of a temporary certificate of occupancy.	
5. ADMINISTRATIVE PROCEDURES AND MISCELLANEOUS INSPECTIONS: In addition to any other fees specified in this chapter, there shall be a fee schedule for certain administrative procedures not otherwise included as set forth in the following schedule of fees:	
Adult Family Home Inspection	\$160.00
Demolition, permit and inspections	Per Table 1-A
Relocation (pre-inspection)	Per Table 1-A
Housing Inspection	Actual City Cost, minimum \$21.00
Change of Use	Per Table 1-A
Sign Permits	Unless except by Ch. 18.56 ACC, the fee shall accompany each application for a sign permit. The amount of the fee shall be based upon the value of the sign pursuant to Table 1-A.
6. RENTAL HOUSING BUSINESS LICENSE FEES (Per Resolution No. 4601, Ordinance No. 5882, Resolution No. 4272, Resolution No. 4424 and Ordinance 6477):	
a. The fee for a license to operate rental housing businesses in the City, as defined in Chapter 5.22 of the Auburn City Code (ACC) shall be based on the total number of units as follows:	
One to four dwelling units	\$53.00/year
Five to 24 dwelling units	\$106.00/year
Twenty-five or more dwelling units	\$212.00/year
Communal residence	\$150.00/year
b. The fee for a license to operate rental housing businesses in the city shall be for the license	

year from January 1 to December 31, and each applicant must pay the full fee for the current license year or any portion thereof during which the applicant has engaged in the operation of rental housing businesses.

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 5.05 and 5.10 of the Auburn City Code (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 5.05 and 5.10 of the Auburn City Code (ACC).

d. Notwithstanding the provisions of sub-section (1) of this section, the fee for operating rental housing facilities for any single individual, partnership, corporation or entity shall not exceed \$424.00 per license period.

Rental housing business license renewals shall be for the period January 1 through December 31 of each year.

B. ENGINEERING AND PUBLIC WORKS FEES

1. Transportation Impact Fee Rate Schedule: (Per Ordinance No. 5763 as amended by Resolution No. 3953, Ordinance No. 6005, Resolution No. 4103, Resolution No. 4424, Resolution 4964, Resolution No. 5114, Resolution No. 5181 and Resolution No. 5255.)					
Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Industrial					
General Light Industrial	110	sf/gfa	0.97	\$7.88	-
General Heavy Industrial	120	sf/gfa	0.68	\$6.19	-
Industrial Park	130	sf/gfa	0.85	\$6.91	-
Manufacturing	140	sf/gfa	0.73	\$3.56	-
Warehousing	150	sf/gfa	0.32	\$3.64	-
Mini-Warehouse/Storage	151	sf/gfa	0.26	\$1.94	-
Residential					
Single-Family (detached)	210	du	1.00	\$4,459.89	\$3,612.51
Multi-Family	220-233	du	0.62	\$2,923.14	\$2,367.74
Mobile Home	240	du	0.59	\$2,105.07	-
Senior Housing	251, 252	du	0.27	\$963.34	\$780.30
Lodging					
Hotel	310	room	0.60	\$3,058.21	\$2,477.15
Motel	320	room	0.47	\$2,395.60	-
Recreational					
Movie Theater	444, 445	seat	0.08	\$199.29	\$147.48
Health Club	492, 493	sf/gfa	3.53	\$10.46	\$7.74

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Institutional					
Elementary School	520	student	0.15	\$259.95	\$192.36
Middle School/Jr. High	522	student	0.16	\$440.38	\$325.88
High School	530	student	0.13	\$490.33	\$362.85
Church	560	sf/gfa	0.55	\$2.59	\$1.92
Day Care Center	565	sf/gfa	12.34	\$23.59	\$17.45
Library	590	sf/gfa	7.30	\$11.86	\$8.78
Medical					
Hospital	610	sf/gfa	0.93	\$4.74	\$3.84
Asst. Living, Nursing Home	254, 620	bed	0.22	\$784.94	-

Office					
General Office	710, 715, 750	sf/gfa	1.49	\$8.72	\$5.93
Medical Office	720	sf/gfa	3.57	\$16.38	\$11.14
Post Office	732	sf/gfa	11.22	\$18.23	\$12.40
Retail					
Free Standing Discount Superstore	813	sf/gla	4.35	\$8.38	\$6.20
Free Standing Discount Store	815	sf/gla	4.98	\$11.06	\$8.19
Hardware/Paint Store	816	sf/gla	4.84	\$7.76	\$5.74
Shopping Center	820	sf/gla	3.71	\$6.55	\$4.85
Car Sales – New	841	sf/gla	2.59	\$12.15	\$8.99
Car Sales – Used	N/A	space	0.28	\$1,312.99	\$971.61
Automobile Parts Sales	843	sf/gla	5.98	\$7.38	\$5.46
Tire Store	848	sf/gla	4.15	\$8.38	\$6.20
Supermarket	850	sf/gla	9.48	\$16.24	\$12.01
Convenience Market	851	sf/gla	52.41	\$33.86	\$25.06
Home Improvement Store	862	sf/gla	2.33	\$3.24	\$2.40
Drugstore w/o Drive-Through	880	sf/gla	8.40	\$8.55	\$6.33
Drugstore w/ Drive-Through	881	sf/gla	9.91	\$10.95	\$8.10
Furniture Store	890	sf/gla	0.45	\$0.46	\$0.34

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Services					
Drive-in Bank	912	sf/gfa	24.30	\$24.62	\$18.22
Quality Restaurant	931	sf/gfa	7.49	\$18.17	\$13.45
High Turnover Restaurant	932	sf/gfa	9.85	\$16.46	\$12.18
Fast Food Restaurant w/o Drive-Through	933	sf/gfa	26.15	\$33.99	\$25.15
Fast Food Restaurant w/ Drive-Through	934	sf/gfa	32.65	\$42.44	\$31.40
Espresso Stand w/ Drive-Through	938	sf/gfa	75.00	\$32.49	\$24.05
Auto Care Center	942	sf/gfa	3.11	\$6.10	\$4.52
Service Station	944	vfp	13.87	\$17,426.45	\$12,895.58
Service Station w/ Mini-Mart	945	vfp	13.51	\$12,876.94	\$9,528.93

Lakeland PUD (Per Ordinance No. 4867 as amended by Resolution No. 2955, Ordinance No. 6176 and Resolution No. 5181.)					
Detached Single-Family Residential Unit	N/A	du	n/a	\$1,273.93	-
Attached Single-Family/Multi-Family Unit	N/A	du	n/a	\$826.87	-
Senior-Family Unit	N/A	du	n/a	\$284.14	-
Commercial/Retail Units	N/A	sf/gfa	n/a	\$3.31	-
Administrative Fee for Independent Fee Calculation					\$200.00
Notes: A. Basic trip rates are based on the ITE Trip Generation Manual, 9th Edition. B. Impact fee rate calculation is based upon the following methodology: – Basic Trip Rate = PM Peak Hour Trip Generation (per unit of measure) – Basic Trip Rate x Percent of New Trips x Trip Length Adjustment x Per Trip Fee/(divide by) 1,000 for rate per square foot (where applicable) = Impact Fee Rate (per unit of measure) C. For land uses not specifically identified here, trip generation rates could be derived from ITE or a special study by the applicant. D. sf/GFA= Square feet Gross Floor Area; sf/GLA= Square Feet Gross Leasable Area; VFP=Vehicle Fueling Position. E. Projects eligible for the Downtown Fee Rate are those located entirely within the boundary identified on Figure 1.					

2. Truck-Dependant Land Use Supplementary Transportation Impact Fee Rate Schedule:
(Per Resolution No. 4122, Resolution No. 4424 and Resolution No. 5181.)

Land Use	ITE Land Use Code	Independent Variable	Truck Trip Rate	Impact Fee Rate (per sf)
Industrial				
Light Industry/Manufacturing	110, 130, 140	sf/gfa	\$0.06	\$0.11
Heavy Industry	120	sf/gfa	\$0.04	\$0.09
Retail				
Shopping Center	820	sf/gla	\$0.01	\$0.01
Car Sales	841	sf/gfa	\$0.09	\$0.16
Supermarket	850	sf/gfa	\$0.33	\$0.64
Free-Standing Discount Store	813, 815, 861, 863, 864	sf/gfa	\$0.10	\$0.19
Home Improvement Store	862	sf/gfa	\$0.37	\$0.70

Land Use	ITE Land Use Code	Independent Variable	Truck Trip Rate	Impact Fee Rate (per sf)
Services				
Restaurant	931, 932	sf/gfa	0.63	\$1.20
Fast Food Restaurant	933, 934	sf/gfa	2.87	\$5.51

Notes:

A. ITE Land Use Code based on ITE Trip Generation, 9th Edition

B. Impact fee rate calculation is based upon the following methodology:

- Truck Trip Rate = Daily Truck Trip Generation (per unit of measure)
- Truck Trip Rate x Per Trip Fee = Impact Fee Rate (per unit of measure)

C. For land uses not specifically identified in the table, trip generation rates could be derived from a special study by the applicant.

D. sf /gfa=square feet of gross floor area

3. Impact Fees By Land Use = Revenue Credit = 20% (Per Ordinance No. 5977, Resolution 3953, and Resolution No. 4022)

Land Use	Total Fire & EMS Cost per Unit of Development	Adjustment (Revenue Credit) at 20%	Fire and EMS Impact Fee per Unit of Development
Residential – All calculations below are per dwelling unit – Total x Number of Units			
Single Family, Duplex, Mobile Home	\$362.66	\$72.53	\$290.13
Multi-Family	\$383.09	\$76.62	\$306.47
Non-Residential – All calculations below are per square foot - Total x Square Feet			
Hotel/Motel	\$0.53	\$0.11	\$0.42
Hospital/Clinic	\$1.05	\$0.21	\$0.84
Group Living	\$2.63	\$0.53	\$2.10
Office	\$0.29	\$0.06	\$0.23
Retail	\$0.62	\$0.12	\$0.50
Restaurant/Bar/Lounge	\$1.62	\$0.32	\$1.30
Industrial/Manufacturing	\$0.11	\$0.02	\$0.09
Leisure/Outdoors	\$1.08	\$0.22	\$0.86

Agriculture	\$0.71	\$0.14	\$0.57
Church	\$0.38	\$0.08	\$0.30
Schools/Colleges	\$1.07	\$0.21	\$0.86
Government/Public Buildings	\$1.81	\$0.36	\$0.86
Casino	\$3.78	\$0.77	\$3.01
Jails	\$21.99	\$4.40	\$17.59

4. Facility Extension Fees: *(Per Ordinance No. 5791 and amended by Ordinance No. 5819, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424 and Resolution No. 5114.)*

The Facility Extension Application Fee is \$552.00, plus \$167.00 for each Facility (Water, Sanitary Sewer, Storm Drainage, Street, private street and private storm systems within private streets).

Facility Extension Fees are the summation of the following categories (a+b+c+d), or \$1,660.00, whichever is greater.

- a. For the combined linear footage of water, sewer, storm drainage and private storm drainage within private streets:

The first 0 lineal feet (LF) to 1000 LF is charged at \$5.50 per LF plus,
The next 1001 LF to 2500 LF is charged at \$2.80 per LF plus,
Any additional over 2500 LF is charged at \$1.65 per LF.

- b. For the linear footage of streets and private streets:

The first 0 LF to 500 LF will be charged at \$6.90 per LF plus,
The next 501 LF to 1000 LF will be charged at \$4.10 per LF plus,
Any additional over 1000 LF will be charged at \$1.10 per LF.

- c. For non-linear extensions such as pump stations or traffic signals, the extension fee will be determined by the City Engineer based on an estimate of the City's labor Cost associated with the plan review, inspection, and administration of the application.

- d. For that portion of the water or sewer facility located outside City Limits, but within existing County (King or Pierce) right-of-way, an additional fee of \$444.00 plus \$5.00 per LF of the combined water and sewer extension located in the existing County right-of-way applies.

Facility Extension Fees will be paid as follows:

- a. Forty percent (40%) at the time of execution of the facility extension agreement.
b. Sixty percent (60%) upon the City's approval of the construction drawings and prior to the start of construction.

Additional Review:

Each additional plan review beyond a 3rd review prior to plan approval will require an additional fee of \$512.00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to complete an additional fee of \$64.00 per hour will be charged and must be paid prior to plan approval.

Additional plan review required by changes, additions or revisions to plans during construction will require an additional fee of \$256.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete an additional fee of \$64.00 per hour will be charged and must be paid prior to plan approval.

5. Right-of-Way Use Permit Fees: <i>(Per Ordinance No. 6125 and Resolution No. 5255.)</i>	
Type A – Banner	\$50.00
Type B – Short Term	\$60.00
Type C – Long Term	\$250.00 for the 1 st year (or any term longer than 30 days and less than 1 year)/ \$100.00 for each additional year (or portion thereof) up to 5 years
Type D – Hauling	\$100.00 + estimated staff time @ \$50 per hour
Street Closure – Type B or C	\$90.00
Sidewalk Closure – Type B or C	\$60.00
Parking Closure – Type B or C	\$60.00
6. Franchise Agreements: <i>(Per Ordinance No. 6546, Resolution No. 5114 and Resolution No. 5255.)</i>	
Application/Renewal/Amendment Application Fee (ACC 13.36.040, ACC 20.06.120, ACC 20.06.130)	\$5,000.00 Nonrefundable Initial Fee + plus the City's actual costs incurred in excess of \$5,000.00. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Administration Fee (ACC 20.04.170)	Actual City Costs
Annual CATV Franchise Fee (ACC 13.36.230)	5% of Gross Revenue for the prior three months.
Other Annual Franchise Fee (ACC 20.06.100)	Statutorily Permissible Percent of Gross Revenue
7. Public Way Agreements: <i>(Per Ordinance No. 6546, Resolution No. 5114)</i>	
Application/Renewal Application Fee (ACC 20.04.020, ACC 20.04.120)	\$5,000.00 nonrefundable Initial Fee + plus the City's actual costs incurred in excess of \$5,000.00. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Fee (ACC 20.04.170)	Actual City Costs
8. Right-of-Way Vacations: <i>(Per Resolution No. 4143 and Resolution No. 5114.)</i>	
Application Fee	\$1,500.00
Land Value Compensation	Per ACC 12.48.085
9. Utility System Development Fees: <i>(Per Ordinance No. 5819 and amended by Resolution No. 3797, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5181 and Resolution No. 5255.)</i> For all utilities, a charge in lieu of assessment or payback charges may be applicable for the proportional share of the utility line being connected to.	

a. Water Utility: Connection fees are comprised of a Water Service Installation Permit Fee and the System Development Charge as follows:

Meter Size (In Inches)	Water Service Installation Permit Fee			System Development Charge (SDC)
	Existing Water Service & Meter Box*	Water Service & Meter Box Installed by City**		
		Paved Street	Unpaved Street	
¾ or less	\$345.00	\$3,660.00#	\$2,125.00	\$6,519.00
1	\$405.00	\$3,720.00#	\$2,185.00	\$6,519.00
1-1/2	\$915.00	\$5,185.00#	\$3,650.00	\$21,708.00
2	\$975.00	\$5,625.00#	\$4,090.00	\$34,745.00
3	Actual Cost	Actual Cost	Actual Cost	\$69,556.00
4	Actual Cost	Actual Cost	Actual Cost	\$108,669.00
6	Actual Cost	Actual Cost	Actual Cost	\$217,274.00
8	Actual Cost	Actual Cost	Actual Cost	\$347,652.00
10	Actual Cost	Actual Cost	Actual Cost	\$499,801.00

*Installation of a water meter done by the City and the service either already exists or has been installed by the developer.

**Installation of the entire water service is done by the City.

#If meter installation or retrofit involves installation of a fire sprinkler line, fee is Actual Cost.

b. Sanitary Sewer Utility: Connection fees are comprised of a permit Fee and the System Development Charge as follows:

Type	Permit Fee	System Development Charge (SDC)*
New Connection*	\$185.00	\$2,419.00 Per RCE**
Side Sewer Repair on Private Property	\$78.00	
Side Sewer Repair in Right-of-Way*	\$155.00	
Grinder pump	\$255.00	
Demolition Cap (cap side sewer before building demolition)	\$78.00	
Tenant Improvement	\$55.00	\$2,419.00 Per Net Increase in RCE's**

* If a new connection requires work within City right-of-way, a construction permit is required in addition to the sewer permit.

** RCE, Residential Customer Equivalent - an RCE shall be as defined by the King County Department of Natural Resources.

In addition to City sanitary sewer connection fees, there shall be a sanitary sewer connection fee (King County Capacity Charge) imposed by King County to pay Capital Improvement fees to King County per the King County Rate Schedule.

c. Storm Drainage Utility: (Per Resolution No. 4566 and amended by Resolution No. 5181 and Resolution No. 5255.)

Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	System Development Charge (SDC)
Single Family Residence & Duplexes (on Individual Parcels)	\$1,208.00 per Parcel

Other Parcels	\$1,208.00 per ESU*
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***ESU, Equivalent Service Unit - A configuration of development of hard surfaces¹³ estimated to contribute an amount of runoff to the City's storm drainage system which is approximately equal to that created by the average single family residential parcel. One ESU is considered equal to 2,600 square feet of parcel coverage by hard surfaces. Per ACC 13.48.010.**

When calculating the total SDC, a credit will be applied for the existing hard surface area (New total SDC minus calculated SDC for existing hard surface area using the definition of hard surface as given in ACC 13.48.010).

STORM PERMIT FEE

Permit Level**	Permit Fee
Level 1	\$210.00
Level 2	\$400.00
Level 3	Base Fee + the Cumulative Additional Fees as indicated below: Base Fee = \$1,440.00 for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + \$400.00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + \$100.00 per Acre for each additional disturbed Acre over 1 Acre

**Permit levels are determined as follows:

- Level 1 permits are for all projects that are not located in a Critical Area and add or replace less than 2,000 square feet of hard surface area; and/or disturb less than 7,000 square feet of land.
- Level 2 permits are for all projects that add or replace 2,000 to 4,999 square feet of hard surface area; or disturb 7,000 square feet or more of land.
- Level 3 permits are for all projects that add 5,000 square feet or more of hard surface area, or convert ¾ acres or more of native vegetation to lawn/landscaped area, or convert 2.5 acres or more of native vegetation to pasture, or the new plus replaced hard surface area is 5,000 square feet or more and the value of improvements exceeds 50% of the assessed value of existing improvements.

10. Other Utility Fees: (Per Ordinance No. 5819, Ordinance No. 5944, Resolution No. 3797, Resolution No. 3953, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134 and Resolution No. 5255.)

Fireline Connection Permit (≤ 3-inch fire service line)	\$135.00
Hydrant Permit and Inspection Fee	\$238.00
Hydrant Meter Monthly Rate	\$48.04
Fire Hydrant Meter Wrench – Refundable Deposit ¹⁴	\$38.00
Refundable Deposit – Hydrant Meter with RPBA, Valve, and Wrench ²	\$1,985.00
Water Main Extension Purity Test Fee	\$181.00
Water Meter Test Fee, 2" or less	\$217.00
Water Meter Test Fee, greater than 2"	At Actual Cost
Water Meter Removal Fee (3/4" to 1")	\$300.00
Water Meter Removal Fee (1-1/2" to 2")	\$900.00
Water Meter Removal Fee (3" and larger)	At Actual Cost
Water Service Removal Permit (abandon at main, remove meter and box)	\$2,900.00

¹³ Hard Surfaces include impervious surfaces, permeable pavements, and vegetated roofs.

¹⁴ If the equipment is not returned or is returned in a damaged condition, the deposit amount shall be forfeited.

Storm Drainage Repair Permit – Existing Private System on Private Property	\$75.00
Storm Drainage Repair Permit – Existing System in Public Right-of-Way/Easement ¹⁵	\$125.00
Payback Administration Fees: (per Ordinance No. 5954)	
Application Fee	\$500.00
Processing Fee	\$1,000.00
Area of Special Benefit Analysis	\$500.00
Transaction/Collection Fee	\$300.00
Outside Professional Services	Time & Materials
Convenience shut off	\$25.00
Delinquent shut off	\$25.00
Late charge	1% per month of outstanding bill or \$15.00 minimum, whichever is greater
Unauthorized turn on/off	\$60.00
Delinquent meter pull	\$65.00
Unauthorized fire line or water hook up	\$100.00 a day fine from date of discovery
Returned checks each	\$20.00
Refusal of access per day	\$30.00
Closing final read	\$30.00
New account setup	\$25.00
Bill tenant	\$25.00
After-hours water turn on/off	\$30.00
Escrow estimates	\$25.00
11. Construction Permits: (Per Ordinance No. 5817, Resolution No. 3953, Resolution No. 4272, and Resolution No. 4424.)	
Basic Fee (BF)	\$150.00
Hourly Inspection Rate (HIR):	
Normal Business Hours	\$52.00
After Hours (includes weeknights, weekends, and holidays and will be charged at the after hours HIR x the duration of the work)	\$80.00
For Excavation Type Work:	
Length of Excavation (feet)	Additional Fee (AF)
31 – 100 feet of excavation length	\$52.00
101 – 250 feet of excavation length	\$155.00
251 – 500 feet of excavation length	\$259.00
501 – 750 feet of excavation length	\$362.00
751 – 1000 feet of excavation length	\$466.00
Fee Calculation:	
Permit Fee = BF + AF (for the appropriate length of excavation)	
If the excavation exceeds 1,000 linear feet	

¹⁵ If a repair requires work within City right-of-way, a construction permit is required in addition to the storm drainage repair permit.

Permit Fee = BF + \$466.00 + (HIR x (length of excavation – 1000/100))		
For Non-Excavation Type Work: This work includes any work in the public right-of-way that is not covered by any other permits and includes such things as overhead utility work, geotechnical borings, horizontal directional drilling and vault installation.		
Permit Fee = BF + (HIR x Permit Duration in Days)		
In Lieu of Fee: In lieu of the above standard rates, the city engineer or his/her designee may calculate the fee based upon current labor rates for administrative and inspection staff after developing an estimate of staff effort involved. For projects that are expected to involve significantly more than 1,000 feet of street excavation or when the scope or duration cannot be accurately estimated, the city engineer may establish a deposit account to manage permittee deposits in advance of permit issuance for reimbursing actual labor costs of administering the permit. Such deposit accounts will not be interest bearing and will be closed at the end of the permitted work when a final accounting of the permit administration cost shall be calculated and a final bill or credit issued to the permittee.		
12. Memorial Sign Program: (Per Ordinance No. 6137, and Ordinance No. 6149)		
Memorial Sign		\$150.00
13. Special Permits: (Per Ordinance No. 5817 and amended by Resolution No. 3953, Resolution No. 4272 and Resolution No. 4424.)		
Permit Type	Base Fee	Additional Per Linear Foot
Sidewalk	\$54.00	\$1.10/foot for each foot over 25 linear feet
Residential Driveway	\$54.00	\$1.65/foot for each foot over 20 linear feet*
Commercial Driveway	\$107.00	\$2.20/foot for each foot over 48 linear feet*
*Driveway widths are based on the width of the driveway apron in the right-of-way.		
14. Street Payback Agreements: (Per Ordinance No. 6319 and Resolution No. 4624.)		
Application Fee		\$500.00
Processing Fee		\$1,000.00
Assessment Reimbursement Area Analysis		\$1,000.00
Transaction/Collection Fee		\$300.00
Outside Professional Services (when needed)		Time and Materials

C. ANIMAL LICENSING FEES AND PENALTIES (Per Resolution No. 4868):

1. Animal License Fees		
Type	Comments	Cost
Juvenile	8 weeks to 6 months of age	\$15.00
Altered	Proof of spay/neuter required	\$30.00
Unaltered		\$60.00
Senior	Proof that pet is altered and proof that owner is 62 years of age or older consistent with ACC 13.24 is required.	\$15.00
Disabled	Proof that pet is altered and proof of disability required	\$15.00
Service Animal	With a signed statement, on the City Form, indicating that the owner of the animal has a disability and that the animal is a service animal, no license fee shall be charged by the City.	\$0
Replacement Tag		\$5.00

2. Late Payment Penalty		
Days Past Expiration	Type	Additional Cost
45-90	Late Fee	\$15.00
91-135	Late Fee	\$20.00
136-364	Late Fee	\$30.00
365 or more	Late Fee	\$30.00 + prior year's license fee

D. AUBURN MUNICIPAL AIRPORT FEES (Per Ordinance No. 5707, amended by Ordinance No. 5715 and Ordinance No. 5819, and amended by Resolution No. 3784, Resolution 3797, Resolution No. 3841, Resolution No. 3953, Resolution No. 4117, Resolution No. 4270, Resolution No. 4414, Resolution 4734, Resolution No. 4880, Resolution No. 5016, Resolution No. 5114, Resolution No. 5181, Resolution No. 5213 and Resolution No. 5255.)

1. Lease Fees

Lease Type:

Open G-D	\$200.00
Open C	\$234.00
Closed J	\$335.00
Closed H	\$375.00
Closed Y & Z	\$435.00
Closed Y1 & Z22	\$560.00
Outside Tiedowns	\$75.00
Storage Rows H-D	\$126.00
Storage Units (185 sq. ft. – Buildings Y&Z)	\$111.00
Storage Units (298 sq. ft.)	\$135.00
Storage Units (380 sq. ft. – Buildings Y&Z)	\$170.00

A security surcharge of \$10.00 per month is charged, in addition to the base monthly rental fees provided in this section, for each tie-down, each hangar door and each storage rental area, which security surcharge fees are to be used for the provision of increased security at the Auburn Municipal Airport (approved by Ordinance No. 5500 on January 16, 2001). For the purposes hereof, each tie-down consists of the structures/facilities necessary to accommodate one (1) regular sized light aircraft. Furthermore, the hangar doors to which the security surcharge applies includes all hangars located at the Auburn Municipal Airport, including those hangars built on land owned by the City but leased to private parties, and those hangars owned in a condominium type ownership.

The above lease and security surcharge amounts are subject to applicable leasehold taxes, which shall be paid by the tenant. The total charges, including the above lease rates plus lease hold tax and surcharge shall be reflected in monthly billing rates. Tenants shall be given notice as required by Ordinance or lease agreements. The Airport Lease rates shall be effective January 1, 2017.

Payments. Payments are due on the first of each month, past due as of the 5th and late as of the 15th. Payments not received by the 15th incur a \$25.00 late fee. Payments not received after 30 days from the due date incur an additional \$25.00 delinquency fee each month payment is delinquent.

Automatic gate electronic cards. One automatic gate electronic card will be issued to each City rental tenant free of charge. Any additional electronic cards requested by a tenant are subject to a \$25.00 fee. A \$15.00 fee refund applies to all serviceable returned cards. An additional \$25.00 replacement fee will be assessed against the tenant for all lost or damaged electronic cards. All electronic cards must be returned to the airport at the time of lease expiration.

Each lease shall include an initial payment of first and last months' rent plus a damage deposit in the amount of two times the monthly base rate. Each lease agreement shall also include terms that authorize the city to apply the damage deposit to outstanding charges on termination.

2. Daily Transient Parking (overnight)

Tie Down	\$5.00
Open "T"	\$25.00

Enclosed Hangar \$35.00

3. Base Parking Fee – Designated Spaces

A base vehicle parking fee of \$57.00 per month per designated space is charged. There are ten designated spaces available on a first come basis for pilots to park or store a vehicle for an extended period of time. All airport rules and regulations apply. A Vehicle Storage Permit must be completed and appropriate fees paid. The storage of vehicles is for convenience for the users of the Auburn Airport and is month-to-month.

4. Additional Airport Fees

Gate Cards (each lease gets one card at no charge. Additional cards cost \$25.00. A \$15.00 refund applies to all serviceable returned cards.) Limit 2 Cards per space. \$25.00
Annual Aeronautical Business License (*includes listing of your business on airport signs and airport webpage.*) \$250.00
Hangar Waitlist Fee \$50.00

5. Waiver of Fees for Governmental Entities or Governmental Affiliated Entities

The Mayor is authorized to waive a portion or all of any (otherwise) required fees for hangar space rental - if space is available - for governmental entities or government affiliated entities that provide community service(s) and public benefit(s) to residents, citizens and businesses of Auburn.

E. POLICE DEPARTMENT FEES (Per Ordinance No. 5715 amended by Ordinance No. 6216, 5819, Resolution No. 3797, Resolution No. 3953, Resolution No. 4117, Resolution No. 4272, Resolution No. 4424, Ordinance 6216, Ordinance 6276, Resolution No. 4552, Resolution No. 5016, Resolution No. 5114, and Resolution No. 5255. False Alarm fees per Ordinance No. 6216 amended by Ordinance Nos. 6252 and 6345.))

Type	Fees
Police Report/Collision Report (fee not charged where requested by victim or party involved)	\$13.25
Visa Letter	\$10.00
Fingerprinting Fees (fee not charged where taking of fingerprints is required by city)	as set by the FBI
Laminated Concealed Pistol License	\$3.50
Annual Alarm Registration Fees:	
Residential	\$24.00
Commercial	\$24.00
Residential Low Income Senior Citizen/Disabled Citizen	\$12.00
Late Registration Fee	\$25.00
Auburn Security Alarm License	\$10.00/each registered alarm user to a maximum of \$100.00 annually
Late License Fee	\$25.00
Reinstatement Fee	\$100.00 plus \$10.00/permitted user
False Alarm Service Fees	
Burglar False Alarm Service Fee*	\$100.00
Robbery, Panic and Burglary Crime in Progress False Alarm Fee*	\$200.00
Supplemental Fee for Non-permitted Alarm System, each alarm	\$200.00
Fee for false alarm caused by Monitoring Company or Alarm Installation Company employee	\$100.00
First Dispatch Report during time of suspension	
Each dispatch thereafter	\$25.00
Late Fee	\$25.00
Appeals	\$25.00

*The alarm administrator will waive the first false alarm fee following the installation of an alarm system at a particular address.

F. CITY CLERK FEES (Per Ordinance No. 5715, Ordinance No. 5819, Resolution No. 3797, Resolution No. 4244, Resolution No. 5016, and Resolution No. 5114.)

Type	Fees
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Fees for public records – collection

Non-certified copies of public records	\$0.15 per page plus postage
Certified copies of public records	\$5.00 per document plus copying fees
Scanning paper copies to PDF	\$0.15 per page
CD duplication	\$2.00 per disk
DVD duplication	\$2.00 per disk

Fees for Auburn City Code book and supplements

Copy of Auburn City Code book (with latest supplement)	\$100.00 per code book
Supplements to the Auburn City Code book	\$11.00 per copy

G. CITY CEMETERY FEES (Per Ordinance 5715, Resolution No. 3797, Resolution No. 3953, Resolution No. 4027, Resolution No. 4103, Resolution No. 4117, Resolution No. 4272, Resolution No. 4424, Resolution No. 4552, Resolution No. 4675, Resolution 4778, Resolution No. 4880, Resolution 5114, Resolution No. 5134, Resolution No. 5181 and Resolution No. 5255.)

Type	Fees
Graves	
Section 9A and 9B	\$2,795.00
All other adult graves	\$2,295.00
Child's Place	\$300.00
Double Depth (includes 2 burial spaces / 2 liners)	\$4,690.00
Section 9A and 9B (Quads and Upright monument plots)	\$5,995.00 each
Section 9B (Plaza Estates)	\$9,995.00 each
Ground Cremation Plots	
Centennial Um Garden (single)	\$995.00
Centennial Um Garden (double)	\$1,895.00
Section 9 Upright Section Um Plots (up to 4 urns)	\$3,195.00
Niches	
Mausoleum (top rows available only) – single	\$Sold Out
Centennial Columbarium II (1 or 2 urns) – Row 2	\$2,295.00
Centennial Columbarium II (1 or 2 urns) – Row 1	\$1,895.00
Chapel of Memories – Interior Niches*	Range From
12 x 12 Single	\$2,695.00 - \$3,995.00
12 x 18 Double	\$3,695.00 - \$6,495.00
12 x 24 Family (up to 3 urns)	\$6,995.00 - \$8,695.00
*The above niche prices include one bud vase per niche. Inurnment will be \$695.00 per occasion. See guidelines for additional pertinent information. A single inscription on the glass front is \$240 plus tax. Urn's to be purchased separately.	
Chapel of Memories – Exterior Niches*	
Rows 4, 5, & 6	\$2,695.00
Rows 2 & 3	\$2,295.00
Rows 1, 7, & 8	\$1,895.00
*If the niche (external) is to be used as a double niche, the inurnment, inscription and tax will be due when a second urn is placed. (Row 1 is the bottom row)	
OVERTIME WILL BE CHARGED AT \$175.00 PER HOUR AFTER 4:30 P.M., MONDAY THROUGH FRIDAY. THE SATURDAY SERVICE CHARGE IS \$795.00 FOR FULL INTERMENT AND \$425.00 FOR CREMATION SERVICES.	
Extended Land Use	\$495.00
Memorial Plaque - \$175 additional for inscription + tax	\$295.00
Services	
"Chapel of Memories" rental for services	\$350.00
Opening and Closing – Ground Burials	
Liner/Vault	\$1,495.00
Children's Place	\$490.00
Opening and Closing – Cremation	
ForestWalk	
Cremation Plot	\$795.00
Niche	\$695
Opening and Closing – Entombment	\$1,295.00

Marker Services

Flat Grass:	\$240.00 + tax
Inscription	\$295.00 + tax
Setting Fee	\$150.00 + tax
Resetting Fee	\$175.00
New Inspection Fee for outside sales	
Upright	\$475.00 + tax
Setting Fee	\$390.00 + tax
Inscription	\$325.00
Resetting Fee	\$45.00 + tax
Vase Setting Fee	\$100.00
Recording Fee	\$175.00
Overtime Charge – per hour	
Saturday Service Fee	\$795.00
Full Interment	\$425.00
Cremation	

Materials

Flower Vases: (prices include vase setting fee)	
Standard	\$150.00
Deluxe Cast Zinc (gray or bronze zinc)	\$250.00
Deluxe Wall (brass)	\$250.00
Liners: Concrete Liner	\$795.00 + tax
Mountain View Vault	\$1,495 + tax
Vault Installation	\$595.00 + tax
Double Depth	\$895.00 + tax
	\$250.00 + tax

Urn Encasement**Forestwalk Informal Cremation Garden**

Phase I: Single 3' Single Ground Plot	\$1,495.00
Phase I: Double 4' Plots	\$2,295.00
Phase II: Double 4' Double Ground Plot	\$2,195.00 - \$3,995.00
Wishing Well Scattering	\$295.00
Granite Memorials Start At	\$395.00 + tax

H. PARKS AND RECREATION (Per Resolution No. 3797 and amended by Resolution No. 3953, Resolution No. 4117, Resolution No. 4272, Resolution No. 4424, Ordinance No. 6276, Resolution No. 4552, Resolution No. 4880, Resolution No. 5016, Resolution No. 5181, Resolution No. 5228, and Resolution No. 5255.)

Les Gove Building	Resident	Non-Resident
3 hour minimum Seven days a week 9 a.m. - 11 p.m.	\$20.00/hour	\$25.00/hour
Les Gove Gymnasium	Resident	Non-Resident
Gymnasium (athletics practice, birthday parties, etc.)	\$30.00/hour + Hourly Facility Attendant Fee When Required	\$40.00/hour + Hourly Facility Attendant Fee When Required
Gymnasium (tournaments, trade shows, fairs, etc.)	\$60.00/hour + Hourly Facility Attendant Fee When Required	\$75.00/hour + Hourly Facility Attendant Fee When Required
Damage Deposit	\$300.00	\$300.00
Optional Cleaning Fee	\$275.00	\$275.00
Senior Activity Center	Resident	Non-Resident
Full Facility (includes basic kitchen use) Available Friday evenings, Saturday and Sunday. Tables and chairs for up to 200 people max. 3 hr. minimum, 5:30- 11 p.m. (Friday eve.); 5 hr. minimum, 9 a.m.-11 p.m. (weekend) Additional cleanup time is available after 11 p.m.	\$80.00/hour	\$100.00/hour
Rental Package Friday night & Saturday: 4 hours Friday and up to 12 hours of active use on Saturday	\$1,200.00	\$1,500.00
Rental Package Full Day Saturday or Full Day Sunday: up to 12 hours of active use on either day	\$1,000.00	\$1,300.00
Millennium Rooms Friday only, 3 hour minimum, 5:30 - 11 p.m., 63 people per room maximum, 3 rooms available; weekend options available within 60 days or less	\$45.00/hour	\$55.00/hour
Lions & Rotary Rooms Monday – Friday, 2 hour minimum, 5:30 - 11 p.m., 40 people per room maximum; weekend options available within 60 days or less	\$20.00/hour weekdays \$35.00/hour weekends	\$25.00/hour weekdays \$45.00/hour weekends
*Additional Cleanup time available 11:00 p.m. – midnight	\$80.00	\$100.00
Damage & Cleaning Deposit (for Full Facility and Millennium room rentals) without alcohol	\$300.00	\$300.00
Damage & Cleaning Deposit (for Full Facility and Millennium room rentals) with alcohol (\$1,000,000.00 excess liability insurance required)	\$500.00	\$500.00
Optional cleaning fee (fee required with use of alcohol in facility)	\$275.00	\$275.00
Commercial kitchen added on to existing room rental.	\$50.00	\$50.00
Use of dishes, tableware, pots, etc. added on to an existing room rental.	\$50.00	\$50.00
Commercial kitchen and cookware during Senior Center	\$15/hour	\$20/hour

operating hours.				
Commercial kitchen and cookware when Senior Center is closed (3 hour minimum)			\$25/hour	\$25/hour
Basic Kitchen			\$25.00	\$25.00
Auburn Community & Event Center	Resident	Non-Resident	Auburn Non-Profit	Other Non-Profit
Full Community Room	\$120.00 per hour	\$150.00 per hour	\$90.00 per hour	\$120.00 per hour
2 Rooms of Community Room	\$90.00 per hour	\$120.00 per hour	\$70.00 per hour	\$90.00 per hour
1 Room of Community Room	\$60.00 per hour	\$80.00 per hour	\$45.00 per hour	\$60.00 per hour
Full Community Room (up to 12 hours)	\$1,200.00	\$1,500.00	\$900.00	\$1,200.00
Classroom	\$20.00 per hour	\$25.00 per hour	\$15.00 per hour	\$20.00 per hour
Kitchen (No residency requirement)	\$20.00 (1-4 hours)	\$80.00 (5-12 hours)		
Damage & Cleaning Deposit for Full Facility without alcohol	\$300	\$300	\$300	\$300
Damage & Cleaning Deposit for Full Facility with alcohol (\$1,000,000.00 excess liability insurance required)	\$500	\$500	\$500	\$500
Optional cleaning fee (fee required with use of alcohol in facility)	\$275	\$275	\$275	\$275
The Rec	\$90.00 per hour	\$120.00 per hour	\$70.00 per hour	\$90.00 per hour
William C. Warren Building			Resident	Non-Resident
3 hour minimum Seven days a week 9 a.m. - 11 p.m.			\$40.00/hour	\$50.00/hour
Baseball/Softball/Grass Fields (Reservations made in 1.5 hour increments)			Resident	Non-Resident
Youth			\$10.00/1.5 hour	\$13.00/1.5 hour
Adult			\$23.00/1.5 hour	\$30.00/1.5 hour
Field Lights			\$30.00/1.5 hour	\$30.00/1.5 hour
Field Maintenance			\$30.00 per field	\$30.00 per field
Baseball/Softball/ Fastpitch Tournaments (Reservations made for 1 or 2 day tournaments)			1 Day	2 Day
Youth			\$700.00	\$1,000.00
Adult			\$900.00	\$1,300.00
Field Lights			\$30.00/1.5 hour	\$30.00/1.5 hour
Synthetic Turf Fields (Reservations made in 1.5 hour increments)			Resident	Non-Resident

Youth	\$45.00/1.5 hour	\$60.00/1.5 hour
Adult	\$60.00/1.5 hour	\$75.00/1.5 hour
Field Lights	\$30.00/1.5 hour	\$30.00/1.5 hour
Game Farm Wilderness Park Campgrounds	Resident	Non-Resident
Daily, Open year round 7 nights maximum	\$25.00/night	\$25.00/night
Game Farm Wilderness Park Day Camp Area	Resident/ Non-Resident	Non-Profit
April 1 - October 15 Minimum Rental: 1 day	\$75.00/day	\$50.00/day
Picnic Shelters	Auburn residents	
	Half Day*	Full Day*
Game Farm Park		
<i>Single quadrant (max: 25)</i>		
Monday – Friday	\$30.00	\$50.00
Saturday - Sunday	N/A	N/A
<i>Full day</i>		
Mon-Sun (Full Shelter) 1-99	\$120.00	\$200.00
Mon-Sun (Full Shelter) 100-199	\$180.00	\$300.00
Mon-Sun (Full Shelter) 200+ (must also	N/A	\$375.00
rent amphitheater)		
Amphitheater	\$75.00	\$125.00
Isaac Evans Park	\$60.00	\$100.00
Lea Hill Park	\$60.00	\$100.00
Roegner Park	\$60.00	\$100.00
Game Farm Wilderness Park	\$60.00	\$100.00
Les Gove Park	\$60.00	\$100.00
Sunset Park		
Mon-Sun Single Quadrant (max: 25)	\$30.00	\$50.00
Mon-Sun (Full Shelter) 1-99	\$120.00	\$200.00
Mon-Sun (Full Shelter) 100-199	\$180.00	\$300.00
Mon-Sun (Full Shelter) 200+	NA	\$375.00
Plaza Park *	Resident Group	Non-resident Group
Hourly rate	\$60.00	\$75.00
Full day rate	\$360.00	\$450.00
* Additional hourly fees may be applied based on event/staffing needs		
Rental Rate Schedule for Auburn Ave Theater	Resident	Non-Resident
Weekdays Mon-Thur	\$170.00	\$215.00
Weekend Days (Fri., Sat., and Sun.)	\$270.00	\$340.00
Rate Schedule considers one day to be an 8 hour block of time.		
Damage deposit. The terms and conditions for full or partial refund of deposit apply to approval of Check-Out List, including theater, equipment plot restoration.	\$300.00	\$300.00
Hourly commercial rate for meetings 2 hour min. for "4-wal" only of lobby, auditorium, and stage	\$35.00/hour	\$45.00/hour
Equipment not included: Use of any theatrical equipment additional charge	\$35.00/hour	\$45.00/hour
\$1,000,000 excess liability insurance required	Upon request	Upon request
Custodial Fee	\$130.00	\$130.00

Sound & Light Technician	\$25.0030.00/hour	\$35.00/hour
Stage Hand	\$15.00/hour	\$15.00/hour
Rental Rate Schedule for Commercial Filming	Resident	Non-Resident
Permit Fee	\$50.00	
Still Photography/Training and Industrial Films, etc	\$50.00 per 1/2 day	\$100.00 per day
Broadcast, Film, TV, Commercial, etc.	\$75.00 per 1/2 day	\$150.00 per day
Electricity/Water Access, Park Maintenance Staff, Vehicle Access	Hourly staff cost	
Damage Deposit	\$100.00	
Impact Fees:		
Park Impact Fees (City-Wide Service Area)	\$3,500.00 per residential dwelling unit	
Park Impact Fees (Downtown Catalyst Park Service Area)	\$875 per residential dwelling unit	

I. MULTIMEDIA DUPLICATION *(Per Resolution No. 3953 and Resolution No. 4552.)*

Product	Cost
DVD Copy	\$10.00 per disk
CD Copy	\$5.00 per disk

J. INFORMATION SERVICES AND GIS¹⁶ (Per Resolution No. 4272, Ordinance 6276, Resolution No. 4552, and Resolution No.4593 .) Much of the City's geographic data is available for sale per the prices below plus Washington State sales tax. A signed public records request form is required. Most public records requests can be completed within seven to ten business days and will be delivered in ESRI Shapefile format without Metadata.

Product	Cost
Maps	
Existing Map	\$5.00 + tax
Custom Maps (any non-existing map)	\$50.00 per hour ¹⁷ + tax
Data	
Digital Data Requests	\$50.00 per hour ¹⁸ + tax
Miscellaneous	
CD-Rom	\$5.00 + tax
All other requests for data or information not specifically listed	\$50.00 per hour + tax

¹⁶ Hourly charge to complete any of the below (one hour minimum charge).

¹⁷ Hourly charge includes the cost of processing and providing custom map requests.

¹⁸ Hourly charge includes the cost of processing and providing digital data requests.

K. WAIVER OF FEES (*Per Resolution No. 5181*).

1. The Mayor is authorized to waive any fees for permits, licenses, publications and actions as authorized by Sections 2.03.030, 5.10.030 and 12.60.020 of the City Code.

2. The Mayor is also authorized to reduce, and is vested with to discretion to reduce in compelling cases, by up to 50% any fees for permits, publications and actions where the applicant – the party responsible for payment of such fees – is an organization exempt from taxation under 26 US 501(c)(3), and where the permit(s), publication(s) and/or action(s) relate directly to the provision of charitable services to residents of the City of Auburn. Charitable services are defined as events or services provided to the residents of Auburn free of charge and where the City is a sponsor of the specific event or service. For the purposes hereof, “compelling cases” mean instances where there is an extraordinary need (greatly beyond current and ordinary need) for the charitable services that would be able to be provided. The intent of this authorization is to empower the Mayor with sole discretion to waive some fees in unique situations where there is a greatly increased need for new charitable services to be provided, and where the reduction of fees to the City will not detrimentally impact the City's ability to provide municipal services. This waiver does not include Impact Fees, System Development Charges, any fees related to Franchise or Public Way Agreements, Right-of-way Vacations, Right-of-Way Use Permits, Facility Extensions, Police Department Fees, Animal Licensing Fees and Penalties, Banner Permit Fees, or Cemetery or Parks fees.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5271

Date:

January 30, 2017

Department:

CD & PW

Attachments:

[Resolution No. 5271](#)

[Existing TIP #55](#)

[Proposed Modified TIP #55](#)

[New TIP #75](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5271.

Background Summary:

The purpose of this Resolution is for the City Council to set a time and date for a public hearing regarding a proposed modification to the 2017-2022 Transportation Improvement Program (TIP). The proposed modification is to update a project for which the City was awarded \$400,000.00 in design and construction phase funding by the Transportation Improvement Board (TIB), and to add a new project for which the City was awarded \$412,650.00 for design and construction phase funding by the Washington State Department of Transportation (WSDOT). The projects are required to be in the City's TIP consistent with the award in order to obligate the grant funds and proceed with the project.

TIP No. 55, Auburn Way S. Sidewalk Improvements, was newly programmed in the 2017-2022 TIP. The 2017-2022 TIP was adopted on June 20th, 2016 and is proposed to be modified now to reflect the secured grant award.

TIP No. 75, A Street SE Signal Safety and Traffic Operations, is a new project being added to the TIP to reflect the secured grant award.

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

Snyder

Meeting Date:

February 6, 2017

Item Number: RES.A

RESOLUTION NO. 5 2 7 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A HEARING DATE IN RELATION TO AMENDING THE 2017-2022 TRANSPORTATION IMPROVEMENT PROGRAM OF THE CITY OF AUBURN PURSUANT TO CHAPTER 35.77 OF THE REVISED CODE OF WASHINGTON

WHEREAS, the City is required to include projects in the Transportation Improvement Program (TIP) in order to be eligible to accept grant funds; and

WHEREAS, Revised Code of Washington 35.77.010 requires that the legislative body of each City is required to prepare and adopt a Comprehensive TIP for the ensuing six years. The program may at any time be revised by a majority of the legislative body of a City, but only after conducting a public hearing.

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

Section 1. PURPOSE. The purpose of this Resolution is for the City Council to set a time and date for a public hearing to amend the 2017-2022 Transportation Improvement Program, to modify one existing project for which the City has been awarded grant funding, and to add a new project for which the City has been awarded grant funding.

Section 2. NOTICE OF HEARING. The Council hereby directs that a notice specifying the time and place of the public hearing shall be published one time in a newspaper of general circulation and the notice shall also be posted in three public places. Such public notice shall precede the public hearing by at least 10 days.

Section 3. DATE OF HEARING. Pursuant to the requirements of State law, a public hearing on said 2017-2022 Transportation Improvement Program will be held on the 21st of February, 2017, at 7:00 p.m., or as soon thereafter as reasonably possible, in the Council Chambers of the Auburn City Hall at 25 West Main Street in Auburn, Washington, before the City Council. All persons interested in said 2017-2022 Transportation Improvement Program may attend and testify at said hearing.

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

Section 5. EFFECTIVE DATE. This resolution shall be in full force and effect upon passage and signatures hereon.

DATED and SIGNED this ____ day of February, 2017.

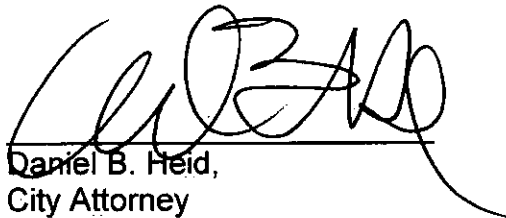
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Resolution No. 5271
February 23, 2017
Page 3

Six Year Transportation Improvement Plan**TIP# 55****ARTERIAL PRESERVATION FUND (105)**

Project Title: **Auburn Way South (SR-164) Sidewalk Improvements**
 Project No: **cpxxxx**
 Project Type: **Capacity**
 Project Manager: **TBD**

STIP# AUB-xx**LOS Corridor ID# 4****Description:**

The project will construct missing sidewalks along both sides of Auburn Way S. The existing sidewalks currently end to the east of the intersection with 17th Street SE and restart to the west of the intersection with Muckleshoot Plaza. The sidewalk gap extends for approximately 1,700 feet.

Progress Summary:

Federal Grant funding was applied for in 2016.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	Funding Sources:	2016 YE	Budget			Forecast Project Costs				Total Project Cost	
		Prior to 2016	Estimate	2017	2018	2019	2020	2021	2022		Beyond 2022
	Unrestricted Street Revenue	-	-	-	52,000	238,000	-	-	-	-	290,000
	Unsecured Federal Grant	-	-	-	208,000	952,000	-	-	-	-	1,160,000
	Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
	Other	-	-	-	-	-	-	-	-	-	-
	Total Funding Sources:	-	-	-	260,000	1,190,000	-	-	-	-	1,450,000
	Capital Expenditures:										
	Design	-	-	-	260,000	-	-	-	-	-	260,000
	Right of Way	-	-	-	-	-	-	-	-	-	-
	Construction	-	-	-	-	1,190,000	-	-	-	-	1,190,000
	Total Expenditures:	-	-	-	260,000	1,190,000	-	-	-	-	1,450,000

Six Year Transportation Improvement Plan

TIP# 55

CAPITAL IMPROVEMENT FUND (328)

Project Title: **Auburn Way South (SR-164) Sidewalk Improvements**
 Project No: **cpxxxx**
 Project Type: **Capacity**
 Project Manager: **TBD**

STIP# AUB-xx

LOS Corridor ID# 4

Description:

The project will construct missing sidewalks along the north side of Auburn Way S. The existing sidewalk currently ends to the east of the intersection with 17th Street SE and restarts to the west of the intersection with Muckleshoot Plaza. The sidewalk gap extends for approximately 1,700 feet.

Progress Summary:

State grant funding was secured in 2016.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	2016 YE Estimate	Budget			Forecast Project Costs					Total Project Cost
		Prior to 2016	2017	2018	2019	2020	2021	2022	Beyond 2022	
Funding Sources:										
Cap. Imp. Fund Balance	-	-	-	-	-	-	-	-	-	-
Secured State Grant(TIB)	-	-	77,000	323,000	-	-	-	-	-	400,000
REET 2	-	-	83,000	295,000	-	-	-	-	-	378,000
Other(102 Fund)	-	-	-	52,000	-	-	-	-	-	52,000
Total Funding Sources:	-	-	160,000	670,000	-	-	-	-	-	830,000
Capital Expenditures:										
Design	-	-	160,000	-	-	-	-	-	-	160,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	670,000	-	-	-	-	-	670,000
Total Expenditures:	-	-	160,000	670,000	-	-	-	-	-	830,000

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# 75

Project Title: **A Street SE Signal Safety and Traffic Operations**
 Project No: **CPXXXX**
 Project Type: **Non-Capacity, Safety**
 Project Manager: **TBD**

STIP# AUB-XX

LOS Corridor ID# N/A

Description:

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

Progress Summary:

Federal Grant was awarded in 2016. Design phase began in 2017 and construction is scheduled for completion in 2018. This project is eligible for full funding for all project phases obligated prior to August 31, 2017. The unbalanced funds budgeted below versus estimated costs is provided to cover the potential 10% match that would be required for phases that are obligated after that deadline.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	Prior to 2016	2016 YE Estimate	Budget			Forecast Project Cost				Total Project Cost
			2017	2018	2019	2020	2021	2022	Beyond 2022	
Funding Sources:										
Unrestricted Street Revenue	-	-	45,850	-	-	-	-	-	-	45,850
Secured Federal Grant	-	-	458,500	-	-	-	-	-	-	458,500
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
REET2	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	-	504,350	-	-	-	-	-	-	504,350
Capital Expenditures:										
Design	-	-	103,300	-	-	-	-	-	-	103,300
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	355,200	-	-	-	-	-	-	355,200
Total Expenditures:	-	-	458,500	-	-	-	-	-	-	458,500



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5273

Date:
January 31, 2017

Department:
Finance

Attachments:
[Resolution No. 5273](#)

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Resolution No. 5273.

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 \$49,019.76 for the City to promote the Neighborhood Natural Yard Care Program and provide hazardous waste education to residents in 2017 and 2018.

Neighborhood Natural Yard Care Program

Three workshop presentations will be given to the Lakeland Hills neighborhood in 2017 and the neighborhood near the Auburn Adventist Academy in 2018. The presentations will focus on various yard care techniques that contribute to environmental health and safety. This grant provides 22% of the \$28,000.00 allocated for this program. The Water and Storm Utilities split the remaining 78%.

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.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: February 6, 2017

Item Number: RES.B

RESOLUTION NO. 5 2 7 3

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 REGARDING THE 2017-2018 LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

WHEREAS, the Seattle King-County Department of Public Health has agreed to reimburse the City of Auburn in the amount of \$49,019.76 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 Public 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, HEREBY RESOLVES as follows:

Section 1. The Mayor is hereby authorized to execute an Agreement between the City and King County for Local Hazardous Waste Management, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

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

Dated and Signed this _____ day of _____, 2017.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

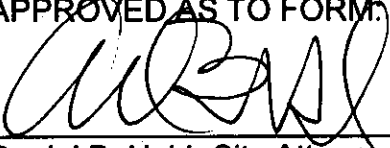

Daniel B. Heid, City Attorney

EXHIBIT A

Public Health Seattle & King County 		COMMUNITY SERVICES AGREEMENT		PHSKC Agreement # 1263 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@aubumwa.gov		
PHSKC DIVISION EHS			PROJECT TITLE Local Hazardous Waste Management Program		
AGREEMENT START DATE Jan 01 2017		AGREEMENT END DATE Dec 31 2018		AGREEMENT MAXIMUM AMOUNT \$49,019.76	
FUNDING DETAILS					
<u>Funding Source</u> County		<u>PHSKC Contract #</u>		<u>Amount</u> \$49,019.76	
				<u>Effective Dates</u> Jan 01 2017 TO Dec 31 2018	
FUNDING SUMMARY FEDERAL: \$0		COUNTY: \$49,019.76		STATE: \$0	
				OTHER: \$0	
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					
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/Agreements), 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 15 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 30 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 generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Recipient's form of incorporation.

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 and make the foregoing records available to the County for inspection and copying upon request. The Recipient shall provide right of access to its facilities—including those of any sub-awardee assigned any portion of this Agreement pursuant to Section 12—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. The County will give advance notice to the Recipient in the case of fiscal audits to be conducted by the County. 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. The Recipient shall inform the County in writing of the location, if different from the Recipient address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- 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, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Recipient's fiscal year.
- 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, or employees 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, and/or others by reason of this Agreement. The Recipient shall protect, indemnify, defend 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, and/or representatives. 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 protect, defend, indemnify, and save 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 and/or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. 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 protect, defend, indemnify, and save 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 sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. 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, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement or purchase agreement for services that relate 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; Equal Employment Opportunity; Payment of a Living Wage

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

- A. 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.

B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for agreements beginning on or after April 1, 2015, for services with an initial or amended value of \$100,000 or more, the Recipient agrees that it shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Agreement. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Recipient from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Agreement; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a "Measurable Amount of Work" is defined as a definitive allocation of an employee's time that can be attributed to work performed under this Agreement, but that is not less than a total of one hour in any one week period.

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 County. The County agrees to and does hereby grant to the Recipient, 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
1/1/2017-12/31/2018**

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 the Seattle-King County Department of Public Health) 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 Agreement further defines the responsibilities of the City and the Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Auburn will assist in the promotion of natural yard care to one Auburn neighborhood through the King County Natural Yard Care Neighborhoods program.

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.

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 notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
- 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

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT B

2017-2018 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

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

Component Description	2017-2018 Budget	Total
Household Hazardous Waste Education	\$49,019.76	\$49,019.76
Household Hazardous Waste Collection		
TOTAL	\$49,019.76	\$49,019.76

Footnote: The 2017-2018 budget can be partly or totally spent in either 2017 and/or 2018 but cannot exceed the budget total in these two years.



INVOICE

Contract Number: 1263
Exhibit: C
Contract Period of Performance: 1/1/17-12/31/18

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

Submit signed hardcopy invoice to:
Paul Shallow
Local Hazardous Waste Management Program
Public Health - Seattle & King County
401 5th Ave., Suite 1100
Seattle, WA 98104

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

Start Date	End Date
1/1/17	12/31/18
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 _____
Invoice Date _____
Invoice # _____
Amount to be Paid _____
Note to AP _____
Payment Type (Circle One) CHECK or ACH
Print on Remittance _____
PH Program name & phone: Paul Shallow (206) 263-8487

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount

Attach sheet for multiple POETAs

Expenditure Item	2017-18 Budget	Previously Billed	Current	Cumulative	Balance
HHW Education	\$49,019.76				\$49,019.76
HHW Collection					
Total	\$49,019.76				\$49,019.76

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 _____

For Public Health Use Only					
Date	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Initial					



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5274

Date:

January 31, 2017

Department:

Finance

Attachments:

[Resolution No. 5274](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5274.

Background Summary:

King County requests to enter into an interlocal agreement with the City of Auburn for the 2017-2018 Waste Reduction and Recycling (WRR) Grant Program. King County has appropriated \$75,698.00 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, classroom presentations, school waste audits, outreach at City-sponsored events, and business food waste reduction outreach.

This WRR Grant provides a 25% match to Department of Ecology's Coordinated Prevention Grant (CPG). WRR funds will provide \$5,016.00 to match the remaining of the 2015-2017 CPG Grant and \$11,750.00 to match the 2017-2019 CPG Grant. Both grants include the Community Yard Sale, school outreach, and outreach at City-sponsored events.

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

Coleman

Meeting Date: February 6, 2017

Item Number: RES.C

RESOLUTION NO. 5 2 7 4

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 2017-2018 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, HEREBY RESOLVES as follows:

Section 1. The Mayor is hereby authorized to execute an Agreement between the City and King County for the 2017-2018 Waste Reduction and Recycling Grant Program and accepting program grant funds in the amount of \$75,698.00, which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

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

Dated and Signed this _____ day of _____, 2017.

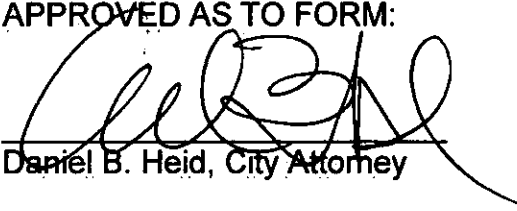
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Exhibit A

CONTRACT # 5902696

INTERAGENCY AGREEMENT FOR 2017 and 2018

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. 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 of Auburn 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 2017 and 2018 shall not exceed \$75,698.
2. This Agreement provides for distribution of 2017 and 2018 grant funds to the City. However, grant funds are not available until January 1, 2017.
3. During this two-year grant program, the City will submit a minimum of two, 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, 2019.

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, 2018 and March 31, 2019.

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 2018 and January 2019, 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, 2019.

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 Attachment 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 and Recycling Supervisor, City of Auburn, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by 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. The City of Auburn's budgeted grant funds for 2017-2018 are \$75,698.
3. 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.
4. 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."
5. 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.
6. 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, 2017 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2017, and shall terminate on June 30, 2019. The City shall not incur any new charges after December 31, 2018. However, if execution by either Party does not occur until after January 1, 2017, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2017 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 and 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

(Title)

King County

BY _____

Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

Date

**CITY OF AUBURN
SCOPE OF WORK
2017-2018 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:**

2017-2018 Grant Award	\$115,698.00
<u>4 - King County Special Recycling Events -</u>	<u>\$ 40,000.00</u>
2017-2018 Total	\$ 75,698.00

B. PROPOSED SCOPE OF WORK**Projects:**

- | | |
|----------------|---|
| Task #1 | Residential Recycling Education |
| Task #2 | School Environmental Education |
| Task #3 | Business Food Waste Reduction & Donation Education |

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, 2017 - December 31, 2018

Goals: To increase the awareness of and participation in Auburn's waste reduction and recycling programs, and to increase waste diversion in the Residential, School and Business 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.

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.

The City of Auburn has contracted with the University of Washington (UW) to participate in a pilot project called Livable Cities. One of 20 projects, the Solid Waste Division project will consist of working with a UW professor and students to provide food waste reduction and donation outreach to the ASD custodial and kitchen staff. College students will conduct data and observation tracking on food wasted in school cafeterias, waste audits, and outreach and education to students they contact at the waste audit events. The UW students will summarize the findings to be used in support of the King County Green Schools Food Waste Reduction and Food Share Pilot Project and future implementation in the ASD.

Business Community

The City of Auburn provides recycling, waste prevention, and food scrap collection outreach and education to businesses through media avenues such as: postcards, advertising, website announcements, social media, flyers, on-site visits, and supports the contracted hauler outreach and education efforts. The City recognizes the importance of educating its diverse business community and provides employees with waste reduction and recycling training and walk-thru waste audits to those who ask for assistance.

Task #1: Residential Recycling Education

A. Program/ Project Description

- **Residential Recycling Outreach & Assistance:** The City of Auburn will use different forms of media, presentations, and promotional items to promote waste reduction and recycling programs. The City will produce and mail a postcard to all single-family residents promoting information on waste prevention, reuse, and recycling. In 2017 and 2018, the City's consultant

will continue providing outreach to residents through the recycle cart check projects and through community events. The City will also continue to coordinate Christmas Tree Recycling and Holiday Styrofoam Collection events each year:

- Residential Community Yard Sale: The City will promote waste reduction and reuse by sponsoring a three-day city-wide yard sale for all single-family residents the first and second week of June (one in north Auburn and one in south Auburn).

B. Deliverables

- Residential Recycling Outreach & Assistance: The City will produce or have professionally produced media pieces, displays, and promotional items, which may include, but are not limited to: posters, postcards, flyers, stickers, environmental tool kits, 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 Recycling Outreach & Assistance: 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 Recycling Outreach & Assistance: The City will record the number of postcards, flyers, and articles created and distributed to City of Auburn residents (Single Family/Duplex and Mobile Home Park). The City will record the number of displays and promotional items created, displayed or distributed. Recycle cart check results before and after outreach is conducted will determine whether program efforts are successful.
- Residential Community Yard Sale: The City will record the number of participants and the number of "Yard Sale Kits" distributed. An online survey will also be conducted, determining the number of items sold or given away.

Task #2: School Environmental Education

A. Program/ Project Description

- School Programs & Presentations: City staff and a consultant will continue to provide Waste Reduction & Recycling and Worm Composting presentations to elementary school classrooms and other schools upon request.
- Livable Cities Project: A consultant will work with the Auburn School District Resource Conservation Manager (RCM) on waste reduction and recycling programs for the schools. City staff will work with the UW professor and students to promote food waste reduction.

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.

- Livable Cities Project: The type of food materials thrown away and observation of behavior data will be the deliverables.

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.
- Livable Cities Project: City staff and college students will promote food waste reduction and recycling to students and will track data and observations, supporting the idea of a Food Share Program implementation in the ASD.

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.
- Livable Cities Project: The City and UW students will record the type of food materials thrown away and observations of behavior. Final information will be summarized for each waste audit event.

Task #3: Business Food Waste Reduction & Donation Education

A. Program/ Project Description

- Business Food Waste Reduction & Donation Outreach & Assistance: The City of Auburn will use different forms of media and employee trainings to promote food waste reduction and donation programs. The City will produce and mail a postcard to all food distributors, manufacturer and restaurants promoting information on food waste prevention and donation.

B. Deliverables

- Businesses Food Waste Reduction & Donation Outreach & Assistance: The City will produce or have professionally produced media pieces, signage, posters, and labels. The City will also purchase indoor food waste collection containers and decals. These materials will be used to promote food waste reduction and donation.

C. Expected Outcomes/ Impacts

- Businesses Food Waste Reduction & Donation Outreach & Assistance: Media pieces, signage, posters, and labels will promote food waste reduction and inform businesses and employees about resources available for food waste reduction and donation specific to their businesses. The City will increase awareness of and participation in the City's Food Waste Reduction and Donation Program.

D. Evaluation

- Businesses Food Waste Reduction & Donation Outreach & Assistance - The City will record the number of postcards, flyers, signs, labels, and posters created and distributed to City of Auburn businesses. The City will record the number of indoor food waste containers and decals distributed to Auburn businesses.

C. PROPOSED BUDGET

	2017	2018
<u>Task #1 Residential Recycling</u>		
Residential Recycling Outreach & Assistance	\$16,392.60	\$ 2,670.40
Residential Community Yard Sale	\$ 1,625.00	\$ 1,625.00
Total Task #1	\$18,017.60	\$ 4,295.40
<u>Task #2 School Environmental Education</u>		
Schools Program Outreach & Assistance	\$16,750.00	\$ 2,625.00
Livable Cities Project	\$ 5,000.00	\$ 0.00
Total Task #2	\$21,750.00	\$ 2,625.00
<u>Task #3 Business Food Waste Reduction & Donation Education</u>		
Business Food Waste Outreach & Assistance	\$12,000.00	\$12,000.00
Business Food Waste Outreach - Supplies	\$ 2,505.00	\$ 2,505.00
Total Task #3	\$14,505.00	\$14,505.00
TOTAL 2017-2018 GRANT FUNDING	\$54,272.60	\$21,425.40

2017-2018 CITY OF AUBURN - KING COUNTY WRR GRANT		
Maximum Eligible 2017-18 Funds	\$115,698.00	
Less Special Recycling Events (4 @ \$10,000 each)	\$40,000.00	
Adjusted Eligible Funds	\$75,698.00	
Match for CPG Projects (25% of CPG)	\$16,848.20	
Adjusted Eligible Funds for WRR Projects	\$58,849.80	
Task #1 Residential Recycling	Projected 2017 Expenses	Projected 2018 Expenses
Residential Outreach & Assistance (WRR)		
Promotion & Outreach:		
Outreach Materials	\$1,206.90	\$1,170.40
Purchases Total	\$1,206.90	\$1,170.40
Consultant & Contract Services:		
Provide waste reduction outreach and conduct recycle cart checks.	\$9,000.00	\$0.00
Consultant Total	\$9,000.00	\$0.00
Residential Outreach & Assistance (CPG Match)		
Promotion & Outreach:		
Outreach Materials	\$3,185.70	\$0.00
Purchases Total	\$3,185.70	\$0.00
Consultant & Contract Services:		
Provide waste reduction outreach and conduct recycle cart checks.	\$3,000.00	\$1,500.00
Consultant Total	\$3,000.00	\$1,500.00
Residential Community Yard Sale (CPG Match)		
Promotion & Outreach:		
Promotion Ads and Materials	\$1,625.00	\$1,625.00
Purchases Total	\$1,625.00	\$1,625.00
Task #1 Total	\$18,017.60	\$4,295.40

Task #2 School Environmental Education	Projected 2017 Expenses	Projected 2018 Expenses
Schools Program Outreach & Assistance (WRR)		
Purchases:		
Presentation and waste audit materials	\$750.00	\$750.00
Purchases Total	\$750.00	\$750.00
Consultant Services:		
Provide classroom presentations (3rd grade), school building waste audits, recycle start-ups & tune-ups, staff trainings and promote King County School Programs and Washington Green Schools Programs.	\$12,000.00	\$0.00
Livable Cities School Outreach	\$5,000.00	\$0.00
Consultant Total	\$17,000.00	\$0.00
Schools Program Outreach & Assistance (GPG Match)		
Purchases:		
Presentation and waste audit materials	\$250.00	\$0.00
Purchases Total	\$250.00	\$0.00
Consultant Services:		
Provide classroom presentations (3rd grade), school building waste audits, recycle start-ups & tune-ups, staff trainings and promote King County School Programs and Washington Green Schools Programs.	\$3,750.00	\$1,875.00
Consultant Total	\$3,750.00	\$1,875.00
Task #2 Total	\$21,750.00	\$2,625.00
Task #3 Business Food Waste Reduction & Donation		
Containers & Supplies (WRR)		
Purchases:		
Containers & Supplies	\$2,505.00	\$2,505.00
Purchases Total	\$2,505.00	\$2,505.00
Consultant & Contract Services:		
Provide business food waste reduction trainings and waste audits. Track business participation and diversion data.	\$12,000.00	\$12,000.00
Consultant Total	\$12,000.00	\$12,000.00
Task #3 Total	\$14,505.00	\$14,505.00
TOTAL PROJECTED EXPENSES	\$54,272.80	\$24,425.40
2017-2018 Total		\$75,698.00

2017-2018 Grant Guidelines**Program Eligibility:**

Grant funds may be used for a variety of Waste Reduction & Recycling (WR/R)-related programs, including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall WR/R program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the lists below.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted King County Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please contact Lucy Auster at 206-477-5268 or lucy.auster@kingcounty.gov.

Eligible for funding:

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events (RCEs), including collection of tires and mattresses
- Household battery collection and recycling (no lead-acid batteries)
- Business and residential WR/R education and communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

The following are eligible for funding on a case-by-case basis, as long as part of an overall WR/R program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.

- Water conservation - i.e. rain barrels
- Energy conservation
- Water quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
 - > Treated wood
 - > Paint
 - > Lead acid batteries
 - > Oil, gasoline, and antifreeze
 - > Fluorescent lights
- Household Hazardous Waste (HHW) education programs

Cities should pursue funding for HHW collection or education programs through the King County Local Hazardous Waste Management Program (LHWMP) or the Washington State Department of Ecology Coordinated Prevention Grant (CPG) Program.

Grant Administration:

Requests for Reimbursement:

Cities may choose to submit one request for reimbursement per year during the funding cycle, due no later than March 20, 2018 and March 19, 2019. However, cities may submit requests for reimbursement as frequently as quarterly. The Budget Summary Report Form (Attachment A) must be used when submitting requests for reimbursement.

By the 5th working day of January 2017 and January 2018, cities must notify the Solid Waste Division (SWD) of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

Progress and Final Reports:

Progress reports describing program activities, accomplishments, and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle (June 30, 2019). (Note: The final request for reimbursement would still need to be submitted by March 19, 2019.) All progress and final reports need to be signed by a city official. Signed reports may be scanned and emailed.

Amendments:

Formal amendments to grant Interagency Agreements (IAAs) are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact SWD when considering changes to their scopes and budgets to determine if a formal amendment is needed.



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

17-Jan-17

Cert#: 10644

King County Solid Waste Division
Attn: Lucy Auster - Project Manager
201 S Jackson St, Ste 701
Seattle, WA 98104

RE: City of Auburn
Waste Reduction & Recycling Grant Agreement - Contract #5902696

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric B. Larson".

Eric B. Larson
Deputy Director

cc: Rob Roscoe
Joan Nelson

clatter

BUDGET SUMMARY REPORT FORM
2017-2018 Waste Reduction & Recycling Grant Program

City: _____ Date: _____
 Address: _____ Phone: _____
 _____ Invoice #: _____
 _____ Report Period: _____
 Preparer's Name: _____ Contract #: _____

Total amount requested this period: _____
 Total amount previously invoiced: _____
 Original interlocal amount: _____
 Total amount charged to date: \$ -
 Amount remaining for completion of interlocal: \$ -

Task #	Scope of Work Description (Task/title)	Budget	Current Quarter Costs	Amount Previously Invoiced	Remaining Balance
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
TOTALS		\$ -	\$ -	\$ -	\$ -

For King County Use

Contract # 0
 Project 1126942 Org 720122 Exp. Account 54150 Task 22.000
 Purchase Order # _____ Requisition # _____ Receipt _____
 Supplier # _____ Supplier Pay Site _____ Invoice # _____ Payment Type _____

Total charges this period are approved for payment: \$ _____
 Project Manager: _____ Date _____

Contract # _____

Invoice No.	Vendor	Date of Service	Item Description	Invoice No.	Amount Paid



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5275

Date:

January 31, 2017

Department:

Finance

Attachments:

[Resolution No. 5275](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5275.

Background Summary:

City financial management policies, which are approved as part of the Biennial Budget, provide for issuance of interfund loans with approval from Council. Interfund loans provide operational flexibility to cover authorized expenditures, such as when the City is awaiting reimbursement of expenses from grants, the collection of user fees such as vehicle license fees, or receipt of tax credits.

Council approval of Resolution No. 5275 will authorize the City's Finance Department to prepare an interfund loan, if and when it may be needed, from the General Fund and/or the Cumulative Reserve Fund to a fund or funds supported by grants, fees, or tax credits in the event the City is awaiting reimbursement of federal, state or local grant funds, collection of user fees, or receipt of tax credits. The authority is limited to \$2.5 million and the resolution is effective for 3 years through February 2020, at which time its authority will lapse.

Council authorization is requested to enable the aforementioned flexibility in managing the City's short-term funding needs in the street programs, Community Development and Block Grant Fund, and Local Revitalization Area Debt Service Fund.

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

Coleman

Meeting Date: February 6, 2017

Item Number: RES.D

RESOLUTION NO. 5 2 7 5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE TRANSFER OF FUNDS FOR THE PURPOSE OF MAKING LOANS FROM THE GENERAL FUND AND/OR THE CUMULATIVE RESERVE FUND TO FUNDS SUSTAINED BY GRANTS, FEES, OR TAX CREDITS SUSTAINED OR PROJECT FOCUSED SPECIAL REVENUE FUND FOR UP TO A THREE-YEAR PERIOD OF TIME

WHEREAS, there may be insufficient funds available from time to time during the period February 2017 to February 2020 in a fund or funds supported by grants, fees, and/or tax credits, such as the street funds, the Community Development and Block Grant Fund, or the Local Revitalization 2010 C&D Bond Debt Service Fund, herein referred to as a "Grant, Fee, or Tax Credit Sustained Fund" to cover authorized expenditures while the City waits for reimbursement of federal, state and local grant monies which have been approved for allocation to the City and for which contracts have been executed, or for the collection of user fees, such as vehicle license fees, or for the receipt of tax credits from the State of Washington; and

WHEREAS, the General Fund and/or the Cumulative Reserve Fund have sufficient funds from which to transfer funds in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) for the purpose of making loans to cover authorized expenditures in a Grant, Fee, or Tax Credit Sustained Fund; and

WHEREAS, in the event a loan is made from the General Fund (Fund No. 001) and/or the Cumulative Reserve Fund (Fund No. 122) to a Grant, Fee,

or Tax Credit Sustained Fund as provided above, the loans shall be interest free.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. **Purpose.** Authorization is hereby given during the time period February 2017 to February 2020 for the transfer of funds to a Grant, Fee, or Tax Credit Sustained Fund, when there are insufficient funds available therein to cover authorized expenditures while the City waits for federal, state and local grant monies or user fees which have been approved for allocation to the City and for which contracts have been executed, or for the collection of user fees, or for the receipt of tax credits, in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) from the General Fund and/or the Cumulative Reserve Fund for the purpose of making an interest free loan.

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

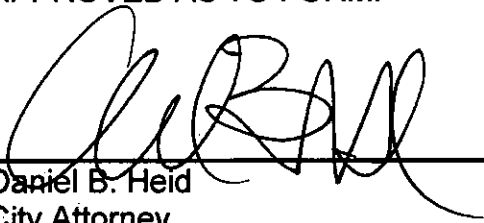
DATED and SIGNED this _____ day of _____, 2017.

Nancy Backus
MAYOR

ATTEST:

Danielle Daskam
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid
City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5280

Date:

February 1, 2017

Department:

City Attorney

Attachments:

[Resolution No. 5280](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5280.

Background Summary:

The City of Auburn Police Department finds itself periodically required to call tow truck operators who will need to move or relocate a vehicle parked in an area, which for public safety or other reasons, needs to be moved. The obligation for such costs would be born by the vehicle owner, however, where the police department is involved in contacting the tow truck operators, it is appropriate that the tow truck operators enter into contracts with the City committing to certain standards and requirements for such services.

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

Heid

Meeting Date: February 6, 2017

Item Number: RES.E

RESOLUTION NO. 5 2 8 0

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, APPROVING AND AUTHORIZING
THE EXECUTION OF POLICE DEPARTMENT TOW
COMPANY ROTATION LIST AGREEMENTS**

WHEREAS, the City of Auburn has a variety of tow companies operating within its corporate limits; and

WHEREAS, there are occasions when the City of Auburn Police Department needs to call, on a citizen's behalf, a tow company to have a vehicle removed from its current location, sometimes for traffic safety but sometimes for other purposes, whereby the obligation and responsibility for the tow payment would belong to the vehicle owner; and

WHEREAS, in those instances where the Auburn Police Department would be calling a tow company on another person's behalf, it is appropriate that a mechanism, which would include agreements with qualified tow truck operators, be put into place so that those matters could be handled expeditiously and conveniently for all concerned.

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

Section 1. That Tow Truck Rotation List Agreements in substantially the form of the copy of which is attached hereto marked as "Exhibit A" and incorporated herein by this reference, be, and the same hereby are, approved for use by the Police Department and identifying the qualified tow truck operators who would be called on a rotational basis for those instances where police department representatives would need to call on a citizen's behalf to have a vehicle moved from one location to another.

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

Resolution No. 5280

January 26, 2017

Page 1

RES.E

Page 119 of 142

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

Dated and Signed this _____ day of _____, 2017.

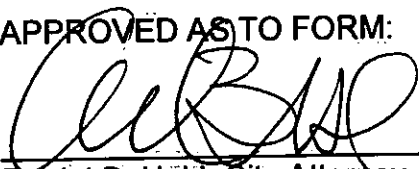
CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5280

January 26, 2017

Page 2

RES.E

CITY OF AUBURN
AGREEMENT FOR TOW CALL ROTATION LIST

THIS AGREEMENT made and entered into on this _____ day of _____, 2017, by and between the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "City" and _____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City is seeking vehicles towing services operating within Auburn for a rotation list to be called when a police officer comes across the situation where a citizen's vehicle must be towed or moved; and

WHEREAS, the City has selected the Contractor to perform such services pursuant to certain terms and conditions; and

WHEREAS, the Contractor is qualified and able to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained; and

WHEREAS, as part of the consideration of being selected to provide such services, the City is asking that the Contractor agree to provide towing services upon the terms and conditions herein contained when summoned by the City's Police Department on behalf of or at the direction of the owner or operator of a vehicle, or in such other circumstances when vehicles need to be moved in connection with a police response or accident; and

WHEREAS, as further part of the consideration of being selected to provide such services, the City is asking that the Contractor agree to assist law enforcement in the City and in the surrounding area by determining whether an abandoned or impounded vehicle is stolen prior to towing that vehicle, so that law enforcement can be alerted to stolen vehicles as quickly as possible; and

WHEREAS, the Contractor is a registered tow truck operator (RTTO) per Chapter 46.55 of the Revised Code of Washington (RCW) and is willing and able to provide the services described herein.

NOW, THEREFORE, based on the mutual benefits provided herein, and consideration of placement on the City of Auburn Police Tow Rotation List, the parties hereto agree as follows:

1. **Time for Performance and Term of Agreement.**

The Term of this Agreement shall commence on the date hereof and run for a period of one year; provided, this Agreement shall automatically renew for subsequent one-year periods upon the anniversary of the date of execution unless one party provides the other with written notice of its intent not to renew at least thirty days prior to said anniversary date.

2. Administration of Agreement.
This Agreement shall be administered by _____, on behalf of the Contractor, and shall be administered out of the Contractor's billing office located within the City of Auburn, Washington, and by **Bob Lee, Chief of Police**, on behalf of the City.
3. Scope of Services.
The Contractor agrees to perform in a good and professional manner the tasks described on Exhibit "A" attached hereto and incorporated herein by this reference, which shall be individually referred to as a "task," and collectively referred to as the "services." The Contractor shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.
4. Additional Services.
From time to time hereafter, the parties hereto may agree to the performance by the Contractor of additional services with respect to related work or projects. Any such agreement(s) shall be set forth in writing and shall be executed by the respective parties prior to the Contractor's performance of the services there under, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an addendum (agreement for additional services), such addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such addendum were a part of this Agreement as originally executed. The performance of services pursuant to an addendum shall be subject to the terms and conditions of this Agreement except where the addendum provides to the contrary, in which case the terms and conditions of any such addendum shall control. In all other respects, any addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.
5. This Contract Not Exclusive. The Contractor agrees that the City may at its sole option enter contracts with one or more other tow companies for the services contemplated and described in this Agreement.
6. Contractor's Representations.
The Contractor hereby represents and warrants that the Contractor has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.
7. Acceptable Standards.
The Contractor shall be responsible to provide, in connection with the services contemplated in this Agreement, Work Product and services of a quality and professional standard acceptable to the City.
8. Compensation.
The Contractor shall charge and be compensated by the person(s), company(ies) or entity(ies) responsible for such charges at the rates specified on Exhibit "B" attached hereto and made a part hereof, as follows:

- a. The City shall compensate the Contractor at the rates specified on said Exhibit "B" for any City vehicles towed or stored upon request of authorized City personnel. The Contractor shall submit to the City an invoice or statement of time spent on those tasks or services set forth in Exhibit "A" for which the Contractor seeks payment. The City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Contractor thereafter in the normal course, subject to any conditions or provisions in this Agreement.
- b. Unless agreed to in writing prior to the tow of a vehicle, the City shall not be responsible for towing, storage, or impound fees for any vehicle not owned or operated by the City, including non-impound vehicles towed or stored upon request of the City's Police Department and impounded vehicles; provided, for vehicles impounded for evidentiary purposes, the City shall pay such towing, storage, or impound fees that accrue from the time of impound until the City of Auburn Police Department releases its hold on such vehicles; and further provided, should a court of competent jurisdiction rule that an impound was improper, the City shall compensate the Contractor for such towing, storage, or impound in an amount found by said court.
- c. For any tow, storage, or impound fee not paid by the City, the Contractor may seek compensation from the owner of said vehicle at the rates specified on Exhibit "B," and may take such other steps as may be authorized by law to obtain compensation.
- d. The requirements hereof are supplemental and in addition to any requirements imposed on tow truck operators by federal, state and/or local law, including, but not limited to the provisions of Chapter 46.55 of the Revised Code of Washington (RCW), Towing and Impoundment.

9. Work Performed at Contractor's Risk.

The Contractor shall take all precautions necessary for, and shall be responsible for, the safety of its employees, agents, and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

10. Stolen Vehicle Check. Prior to towing any impounded or abandoned vehicles from its existing location to the Contractor's Storage Lot or any other destination, the Contractor shall check the vehicle's identification numbers ("VIN") against the Washington State Crime Information Center ("WSCIC") and the National Crime Information Center ("NCIC") stolen car databases, regardless of whether such tow is undertaken pursuant to this agreement or is undertaken for any other customer either within or outside of the City of Auburn. Should the VIN of any such vehicle appear in either the WSCIC or NCIC database as stolen, the Contractor shall notify the Auburn Police Department and/or any other law enforcement agency with jurisdiction over the vehicle's location or responsibility over the impound prior to towing the vehicle.

11. Records Inspection and Audit.

All compensation payments shall 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 shall 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.

12. Continuation of Performance.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

13. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be served either in person or by certified mail, return receipt requested, at the following addresses:

City of Auburn
Auburn City Hall
25 West Main

Auburn, WA 98001-4998
(253) 931-3000 FAX (253) 931-3053

Contractor

Auburn, WA _____

All such notices or communications shall be effective upon the date of receipt.

14. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, 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 Contractor, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

(1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. 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 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 and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03

11 85. 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 Contractor's Commercial General Liability insurance policy with respect to the work performed for the City 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) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- b. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:
- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.
 - (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit.
- c. Other Insurance Provisions. 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 Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (2) The Contractor'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.
- d. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- e. Verification of Coverage. The Contractor 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.

- f. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractors. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
- g. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

15. Indemnification.

The Contractor shall indemnify defend and hold harmless the City and its officers, officials, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the act or omission of the Contractor, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Contractor and their respective officers, agents and employees, or any of them, the Contractor shall satisfy the same to the extent that such judgment was due to the Contractor's negligent acts or omissions.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

16. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to 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.

17. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

18. Termination and Suspension.

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 City may terminate this Agreement upon not less than seven (7) days written notice to the Contractor if the services provided for herein are no longer needed from the Contractor. The City may also terminate this Agreement immediately if the Contractor breaches this Agreement or fails to comply with any of its terms or provisions.

If this Agreement is terminated through no fault of the Contractor, the Contractor shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

19. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto 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.

20. Costs to Prevailing Party.

In the event of litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the prevailing parties shall be entitled to receive its reasonable costs and attorney's fees.

21. Applicable Law.

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Contractor of the services.

22. 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 shall 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. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

23. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

24. Entire Agreement.

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

25. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall 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

CONTRACTOR

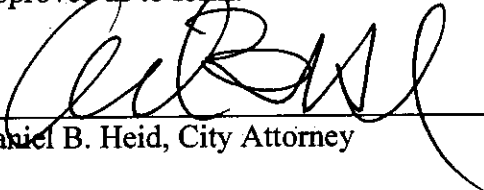
Nancy Backus, Mayor

By:

Attest:

Danielle E. Daskam City Clerk

Approved as to form:



Daniel B. Heid, City Attorney

EXHIBIT A
SERVICES & SCOPE OF WORK

Scope of Services.

1. The Contractor shall tow, store, protect, and release or otherwise dispose of:
 - a. Vehicles ordered impounded by the Police Department.
 - b. Vehicles otherwise ordered to be towed by the City's Police Department.
 - c. Vehicles requested to be towed by the City's Police Department on behalf of a vehicle's owner and/or operator, who has no tow company preference. The next available contractor will be selected from a towing rotation list of City-licensed tow companies that have entered into a City of Auburn Agreement for Tow Call Rotation List.
 - d. Any City vehicles requiring towing services upon request of authorized City personnel.
2. The Contractor shall provide such ancillary services as set forth herein, as directed by the City, including, but not limited to the following:
 - a. Compliance with all applicable business and business licensing requirements of the City, State or other governmental body with jurisdiction over activities of the Contractor and Contractor's business(es); and
 - b. Prompt/timely payment of all assessments, costs, fees and taxes due in connection with Contractor's business(es).
3. The Contractor shall have the following equipment on hand for use in performing the contract:
 - a. Sufficient Vehicles. Contractor shall have a sufficient number of tow trucks of adequate size and capacity, together with operating personnel, to respond to requests for services within the times specified herein, including the following:
 - (i) Class A and Class E Tow Trucks. By ownership, lease, purchase contract, the Contractor shall have at least one (1) Class A tow truck and one (1) Class E tow truck with drivers on call at all times.
 - (ii) Class "B" Tow Truck. By ownership, lease, purchase contract, the Contractor shall at all times have available the use of a heavy-duty tow truck as defined by WAC 204-91A-170 relating to Class "B" tow trucks as now enacted or hereafter amended, together with a driver skilled and licensed in its operation.
 - (iii) Class "C" Tow Truck. By ownership, lease, purchase contract, or temporary use agreement, the Contractor shall at all times have available the use of a heavy-duty tow truck as defined by WAC 204-91A-170 relating

to Class "C" tow trucks as now enacted or hereafter amended, together with a driver skilled and licensed in its operation.

b. Tow Trucks must be approved and certified by the Washington State Patrol as set forth in WAC 204-91A-050 and 170 and vehicles must reflect the appropriate signage per WAC 308-61-115, and must comply with any other applicable law, statute, or rule as now enacted or hereafter amended.

c. Telephone. The Contactor shall have telephone equipment and service in proper working order at its dispatch facility twenty-four (24) hours per day for sending and receiving calls.

d. Facsimile. The Contractor shall have facsimile equipment and service in proper working order at its dispatch facility twenty-four (24) hours per day for sending and receiving facsimiles.

e. Two-Way Communication. The Contractor shall have two-way communication, including the following:

(i) Radio. The Contractor shall provide two-way radio communications equipment and service in proper working order between its dispatch facility and each tow truck used to impound vehicles pursuant to this Agreement, and/or

(ii) Cellular Phone. The Contractor shall provide two-way cellular communication equipment and service in proper working condition to its dispatch facility and to each tow truck used to impound vehicles pursuant to this Agreement.

4. Facilities. The Contractor shall have the following facilities available for use in performing the contract:

a. Dispatch Facility. The Contractor shall provide a staffed dispatch facility twenty-four (24) hours per day seven (7) days per week, which shall be capable of receiving City requests for vehicle impound, towing, or redemption; verifying vehicle impounds and vehicle impound information; and dispatching personnel and equipment to the site of a requested impound or tow. From 8:00 a.m. to 5:00 p.m., excluding weekends and holidays, the Contractor shall maintain an in-house dispatcher. From 5:00 p.m. to 8:00 a.m. the Contractor may utilize a hired dispatch service.

b. Offices and Storage Lot. The Contractor shall, at all times, maintain its billing offices and a storage lot within the corporate limits of the City of Auburn, and shall provide its local storage lot complying with all applicable laws, statutes, rules, and regulations, including zoning regulations, and no more than one-half mile walking distance from a bus route.

c. Delivery. Except as otherwise directed by the City, or its authorized representative, vehicles impounded pursuant to this Agreement shall be towed directly to the local storage

lot. Privately-owned non-impound vehicles shall be towed to the location specified by the registered owner or other person responsible for the vehicle, or to the nearest storage lot if no other location is specified.

- d. **Physical Conditions and Security.** The Contractor's storage lot will be kept surfaced, graded, drained, lighted, in accordance with City codes, and free of obstacles and hazards at all times, so that persons redeeming vehicles have safe and convenient access to the vehicles. The Contractor shall provide adequate security at its storage lot to prevent loss or damage to vehicles or their contents. All such lots shall be screened and fenced in accordance with state law and city ordinances, gates shall be securely locked at all times when an attendant is not on duty on the premises, and all vehicles shall be locked, if possible. The Contractor shall also comply to the extent reasonably possible with other or specific requests for security measures by the Police Department.
- e. **Sheltered Space.** The Contractor shall provide adequate shelter at its storage lot for motorcycles, open convertibles, or other vehicles open and exposed to the elements, and will store such vehicles under the shelter when reasonable or necessary to protect such vehicles.
- f. **Approval Required.** The storage lot will be subject to the initial and continuing approval of the Chief of Police or designee, with respect to meeting the requirements of this Agreement.

5. **Personnel.** The qualifications for the Contractor's personnel employed in performing this Agreement shall be as follows:

- a. **Skill and Supervision.** The Contractor shall employ only persons competent and skilled in the performance of the work assigned to them and shall provide skilled, responsible supervisions and training for such persons.
- b. **License and Insurance Required.** Any person operating a tow truck on behalf of the Contractor shall have a valid Washington Drivers License, shall have all licenses necessary to operate a tow truck in the State of Washington, and shall be insured according to the terms of this Agreement and legal requirements applicable to the industry.
- c. **Courtesy.** The Contractor and its agents and employees shall be courteous at all times when performing work under this Agreement. The use of abusive, indecent, offensive, coarse or insulting behavior or language during the performance of this Agreement shall be deemed a violation of this Agreement.
- d. **Appearance.** During the performance of this Agreement, the Contractor's personnel shall maintain a professional, personal appearance, shall be dressed in clothing approved by the Contractor, and shall be free of excessive dirt, grease, and grime. The failure of tow truck operators to present themselves in a neat, clean and professional manner while performing pursuant to this Agreement shall be deemed a breach of this Agreement.

6. Procedures. The Contractor shall institute the following procedures in performing the Agreement:

- a. Care and Skill. The Contractor shall use reasonable care and skill in towing and/or impounding vehicles and will not damage them through lack of reasonable care.
- b. Response Time. The Contractor shall dispatch a tow truck to the location specified by the City immediately upon receiving a request for impound/tow. A tow truck of the proper class shall arrive at the site of impound/tow within twenty (20) minutes of the time the Contractor receives the impound request. In the event a Class C tow truck is necessary, a Class C tow truck shall arrive at the site of the impound/tow within thirty (30) minutes of the request. The Contractor shall immediately report any delay in response time due to heavy traffic volume or otherwise.
- c. Storage. All vehicles shall be handled and returned in substantiality the same condition as they existed before being towed. The Contractor will not store any towed and/or impounded vehicle on public streets, public property, or any place other than an approved storage lot.
- d. Notice to Legal Owners. When a vehicle is impounded, the Contractor will notify the legal owners pursuant to the requirements of RCW 46.55.110 and all other applicable laws, statutes, rules, regulations, or City ordinances as now enacted or hereafter amended.
- e. Contesting the impound of a vehicle. At the request of the person redeeming the vehicle, the contractor shall supply a completed RTTO Impound Vehicle Request Form (DLR-430-508). The Contractor shall make a representative available to testify in court when necessary.

This representative shall provide the King County District Court with a written itemized accounting of tow and impound charges conforming to the Agreement rates, together with a copy of all documents generated and in the possession of the Contractor relating to that tow. The contractor's representative will further testify and affirm that all documents provided to the court pursuant to this Agreement shall be accompanied by an affidavit ensuring that the information contained in such documents is true and correct, that the documents were prepared in the regular course of business at or near the time of the impound, or the accruing of other costs of the impound, and that they are being provided by the custodian of records of the Contractor.

- f. Release of vehicle. If a vehicle has been impounded because the driver had a suspended license, the Contractor shall not release a vehicle prior to the termination of any mandatory impound period absent an order from the Auburn Police Department, the King County District Court, or the Auburn City Attorney's Office. Prior to releasing any vehicle, the Contractor shall verify that the person redeeming the vehicle has a valid Washington Driver's License. The Contractor shall deliver possession of properly redeemed vehicle not more than thirty (30) minutes after payment of the impound fee set forth in this Agreement or required by law.

- g. **Personal Property.** The personal property and contents of towed or impounded vehicles shall be handled in the manner required by RCW 46.55.090, WAC 204- 91A-130, and any other applicable law, statute, rule, or regulation, as now enacted or hereafter amended. The City of Auburn will not accept personal property set forth in WAC 204-91A-130(1)(a)-(m). The property/evidence officer must be contacted before any property is brought to the police station. City of Auburn personnel will not transport the property. Copies of the Vehicle Inventory and Authorization/Impound forms must accompany the property when submitted by Contractor to the property officer.
- h. **Abandoned Vehicles.** The Contractor shall dispose of abandoned vehicles in the possession of the Contractor pursuant to all applicable laws, statutes, rules and regulations.
- i. **Removal of Junk Vehicle or Parts Thereof.** Upon receipt of a "Junk Vehicle Verification, Notification and Affidavit" form or its equivalent from the Auburn City Police Department, the Contractor shall remove the designated junk vehicles or parts thereof to a disposal site. Costs of such removal shall be recovered by the Contractor in accordance with RCW 46.55.130 as now enacted or hereafter amended.
- j. **Refusal of Service: Motorhome/Boat Impounds/Junk Vehicles.** The Auburn Police Department will maintain a rotational list of tow companies that are eligible for being called to the scene of an abandoned motorhome or boat (or other oversized vehicle) as well as junk abandoned vehicles parked in the city right of way. In general, tow companies will only be called to remove such vehicles during normal business hours, however, the Contractor will understand that certain situations require the removal of these vehicles outside of normal business hours, and a request for such is not deemed to be unreasonable. The rotational list will be established as to not burden any specific or particular business, but instead, develop a system of fairness so that the costs associated with this service delivery are equally distributed amongst active contractors. The department shall make a good faith effort to assist in recovering reasonable fees from the registered owner of junk and/or abandoned vehicles. Members of the department will follow protocols established under RCW 46.55.230 (6).

Refusal of Service Procedure. Officers impounding vehicles by use of the rotation will contact Records and check to see which company is next on the rotational list/board that will be prominently displayed in the records area near the CDO notification board. Contractors that refuse to respond or claim to be otherwise unavailable to respond will have their response and reason documented. Contractors that fail to respond to a request twice in a 30 day period will be removed from the regular rotation for a period of 30 days. If a Contractor has two 30 day suspensions from the rotation within a 12 month rolling calendar, they will be automatically removed from the regular rotation list by the Chief of Police or his designee. The Traffic Unit will be responsible for maintaining the log for Contractor response as it applies to this section and notifying the Chief of Police of any issues.

- k. **Receipt.** The Contractor shall prepare a receipt using uniform, sequentially numbered forms for every impounded vehicle which leaves Contractor's possession. The Contractor shall deliver one (1) copy of the receipt to the person to whom the vehicle is delivered and

shall keep one (1) copy, filed in the order of the receipt number. For the purposes hereof, the stored copy may be stored in electronic format. The receipt shall state:

- (i) The date and time of delivery to the claimant;
 - (ii) The name, address, and Washington State (or other State) driver's license number of the person to whom it is delivered;
 - (iii) The name and address of the employer or principal of such person, if such person is the agent for the registered owner or purchaser of the vehicle;
 - (iv) The name and address of the vehicle's registered owner at the time of impound, if known;
 - (v) Either:
 - a. an itemized statement of the impound, storage, and extra charges collected by the Contractor, if redeemed by payment of charges; or
 - b. a complete statement of moneys or other consideration paid for the vehicle if sold;
 - (vi) The signature of the person to whom it is delivered acknowledging such delivery and payment, if any; and
 - (vii) The signature of the Contractor's employee making such delivery and receiving such payment, if any.
- l. Records. The Contractor shall keep all records pertaining to vehicles impounded pursuant to this Agreement for at least three (3) years following the expiration or termination of the Agreement. The Contractor shall keep the records in an orderly manner to assure easy access and reference to the records and shall make all records available for inspection and copying by the City at all times between 8:00 a.m. and 5:00 p.m. Monday through Friday, and at all other times when employees having charge of the records are present at Contractor's billing office.
- i. Upon request by the Auburn Police Department or the Auburn City Attorney's Office, the Contractor shall provide information of vehicles impounded because the driver had a suspended license, if that information is known by or has been provided to the Contractor, which shall include the name of the registered owners, whether the vehicle was redeemed by the owner or by another person, and the disposition of the vehicle if not redeemed.
- m. Removal of Debris. Unless otherwise directed, the Contractor shall at no additional cost remove from the location of an impound /tow any broken glass or other debris resulting

from a collision involving the vehicle, before towing the vehicle away. The Contractor shall dispose of all such debris in a lawful manner.

- n. Complaints. The Contractor shall promptly and courteously respond to complaints. This shall include furnishing a complainant with contact information for the Contractor's insurance company and its claims agent if requested.

7. Contractor to Maintain Records to Support Independent Contractor Status. On the effective date of this Agreement (or shortly thereafter), the Contractor shall:

- a. File a schedule of expenses with the Internal Revenue Service for the type of business the Contractor conducts;
- b. Establish an account with the Washington State Department of Revenue and other necessary state agencies for the payment of all state taxes normally paid by employers, register to receive a unified business identifier number from the State of Washington; Report local sales tax as code 1702 (Auburn/King);and
- c. Maintain a separate set of books and records that reflect all items of income and expenses of Contractor's business, all as described in RCW Section 51.08.195, as required to show that the services performed by Contractor under this Agreement do not give rise to an employer-employee relationship which would be subject to RCW Title 51, Industrial Insurance.

- 8. Right to Inspect. The City shall have the right to inspect the Contractor's facilities and equipment to ensure that the provisions of this Agreement are followed. Inspections shall occur during normal business hours. The refusal of the Contractor to permit such inspections shall be a breach of this Agreement and may result in immediate termination by the City.

**EXHIBIT B
COMPENSATION**

Charges by the Contractor for towing, storage, and other services pursuant to this Agreement shall not exceed the following amounts:

TRUCK RATES: (Per Hour)

CLASS A,D&E	\$170.00	*Rotator \$238.00
Class B	\$205.00	*Rotator \$287.00
Class B**	\$276.00	*Rotator \$386.00
(30,000 pounds (lbs.) Gross Vehicle Weight Rating (GVWR), or more, with air brakes)		
Class C	\$358.00	*Rotator \$501.00
Class S1	\$598.00	40+Ton Rotator

* The term "rotator" applies to any approved vehicle that has a rotating boom. The cost of using a rotator, other than the S1 will be its class rate plus 40 percent. Rotator rates shall only apply if:

- The services are specifically requested by the legal or registered owner of the vehicle, or the officer in charge of the scene at the time of dispatch.
- After being dispatched to the scene, the tow operator, legal or registered owner of the vehicle, and/or the officer in charge of the scene agree to the cost and benefits of the use of the rotator and the rotator is actually used in the recovery.

** The 30,000 lbs. GVWR or more with air brakes rates apply only if the vehicle being towed has a GVWR between 26,000 lbs. and 33,000 lbs.

Class E & S rates shall have a maximum rate appropriate for its GVWR and be consistent with the above schedule. For example, if an "E" or "S" truck has a GVWR of 17,000 lbs. or more, Class "B" rates will apply if hauling Class "B" loads. Class "A" rates apply if hauling Class "A" loads.

- Storage Rate: \$45.00 per day
- Storage: Storage rates shall follow the guidelines set forth in WAC 204-91A-140.
- Hourly Labor: Extra Registered Tow Truck Operator (RTO) Employee/Driver \$90.00 (per hour). (Based on ½ the current Class A Truck Rate; must have supporting documentation showing continuous employment.)
- Casual Labor: Charges based on cost (must have supporting documentation) plus 25 percent mark-up.
- Auxiliary Equipment: Charges based upon the actual cost of equipment (must have supporting receipt) plus 20 percent mark-up.

- **Handling and Disposing of Hazardous Materials:** Charges based upon cost of handling and disposing (must have supporting documentation) plus 20 percent mark-up.
- **Fee for Absorbent Materials:** Tow operators will receive an additional \$5.00 per hour fee for carrying and use of absorbent material for fluid spills. This fee will be granted whether the material is used or not. This fee is included in the hourly rates listed above.
- **Future Increases:** The Seattle-Tacoma-Bremerton area Consumer Price Index for all Urban Consumers (CPI-U) – Transportation expenditure category will be utilized for future increases/decreases in truck and storage rates. Said increases/decreases will be to the nearest whole dollar and shall be made automatically on October 15 of each year, unless either party demands to meet and confer about price increases/decreases. The annual review and increase/decrease will be based on the unadjusted CPI-U Transportation from June of the current year. In accordance with RCW 46.55.063, any changes to the contractor's fee schedule must be filed with the Department of Licensing and must be in accordance with Auburn City Ordinance No. 6110, provided that such change shall not take effect until ten (10) day after notification to the Chief of Police and the City Of Auburn Clerks office.
- **Extra Equipment/Manpower:** The registered or legal owner of a vehicle, the contractor and/or the officer in charge of the scene, where it is clearly apparent that additional manpower and/or auxiliary equipment is needed, must authorize extra labor or equipment as outlined in WAC 204-91A-140(d).
- **Application of Rate Maximums:** These rate maximums shall apply whether the services are provided as a result of "primary" (initial) or "secondary" tows as defined in WAC 204-91A-030.

Notwithstanding the provisions of Section 17 of this Agreement, the City may, by unilateral action, prepare and adopt an addendum revising these rates at any time to reflect the maximum rates for such services established by the Chief of the State Patrol pursuant to Washington Administrative Code Section 204-91A-140.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5282

Date:

February 1, 2017

Department:

City Attorney

Attachments:

[Resolution No. 5282](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5282.

Background Summary:

The City Council ad hoc committee recommends consideration of two options for honoring former Mayor Peter B. Lewis, where Option "A" provides that the West Hill City Park and Lake shall be re-named in honor of former Mayor Lewis and Option "B" provides that the Environmental Park shall be re-named in honor of Mayor Lewis.

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

Heid

Meeting Date: February 6, 2017

Item Number: RES.F

RESOLUTION NO. 5 2 8 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, NAMING THE WEST HILL LAKE PARK PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF AUBURN IN HONOR OF FORMER MAYOR PETER B. LEWIS

WHEREAS, Mayor Peter B. Lewis served the City of Auburn as an elected official for 16 years, four years as a city councilmember and 12 years as mayor; and

WHEREAS, in accordance with a long-standing practice of the city, public properties of the City of Auburn have been named in recognition of past mayors; and

WHEREAS, during his tenure as mayor of the City of Auburn, Mayor Lewis worked long and hard to establish a City Park in the West Hill area of the City of Auburn; and

WHEREAS, the City Park in the West Hill area of the City of Auburn has a small lake and other amenities that enhance the West Hill neighborhood and the City of Auburn parks system; and

WHEREAS, the West Hill City Park is a suitable facility to honor Former Mayor Peter B Lewis.

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

Section 1. The West Hill City Park and Lake shall be re-named in honor of Former Auburn Mayor Peter B Lewis.

Section 2. Mayor Nancy Backus 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 this _____ day of _____, 2017.

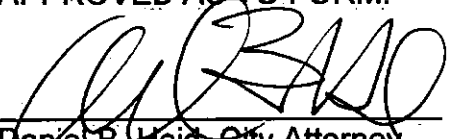
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

RESOLUTION NO. 5 2 8 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RE-NAMING THE AUBURN ENVIRONMENTAL PARK PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF AUBURN IN HONOR OF FORMER MAYOR PETER B. LEWIS

WHEREAS, Mayor Peter B. Lewis served the City of Auburn as an elected official for 16 years, four years as a city councilmember and 12 years as mayor; and

WHEREAS, in accordance with a long-standing practice of the city, public properties of the City of Auburn have been named in recognition of past mayors; and

WHEREAS, during his tenure as mayor of the City of Auburn, Mayor Lewis worked long and hard to establish an Auburn Environmental Park in the wetlands ending on West Main Street; and

WHEREAS, the Auburn Environmental Park includes a birding tower and an elevated 1/4 mile long boardwalk trail that allows people to enjoy a walk along a portion of the beautiful 250 acre wetland park with views of marshy fields and Auburn wildlife; and

WHEREAS, the Auburn Environmental Park is a suitable facility to honor Former Mayor Peter B. Lewis.

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

Section 1. The Environmental Park shall be re-named in honor of Former Auburn Mayor Peter B. Lewis.

Section 2. Mayor Nancy Backus 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 this _____ day of _____, 2017.

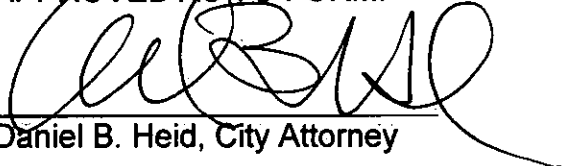
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney