	City Council Meeting **February 3, 2014 - 7:30 PM** **Auburn City Hall** **AGENDA** Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.

I. **CALL TO ORDER**

A. **Flag Salute**

B. **Roll Call**

C. **Announcements, Appointments, and Presentations**

1. Goodwill Ambassadors Proclamation
Mayor Backus to proclaim Miss Auburn Scholarship Program's 2014 title holders: Jacque Guyette, Miss Auburn 2014 and Vivian Dao, Miss Auburn's Outstanding Teen 2014, as "GOODWILL AMBASSADORS FOR THE CITY OF AUBURN"

2. Appointments to Cemetery Board
City Council to confirm the reappointment of the following to the Cemetery Board, for a new three year term to expire December 31, 2016:

    1. Warren Olson
    2. Robert Rakos

3. Appointments to Parks and Recreation Board

City Council to confirm the appointment of the following to the Parks and Recreation Board, for a new three year term to expire December 31, 2016:

    1. Joseph Bauman

City Council to confirm the reappointment of the following to the Parks and Recreation Board, for a new three year term to expire December 31, 2016:

    1. David Domenowske

4. Appointment to Human Services Committee

City Council to confirm the reappointment of the following to the Human Services Committee for a new three year term to expire December 31, 2016:

    1. Barbara Derda

5. Appointments to Transportation, Transit and Trails Committee

City Council to confirm the appointment of the following to the Transportation, Transit and Trails Committee for a new three year term to expire December 31, 2016:

1. John Daniels, Jr.
2. Jim Fletcher

D. **Agenda Modifications**

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

A. **Public Hearings**

1. **Public Hearing on Application from T-Mobile West for Telecommunications Franchise* (Osborne/Mund)**
City Council to conduct a public hearing to receive public comments, proposals and suggestions on Ordinance No. 6491, granting T-Mobile West LLC, a Delaware Limited Liability Company, a franchise for telecommunications

(RECOMMENDED ACTION: City Council conduct the public hearing.)

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.

III. **COUNCIL COMMITTEE REPORTS**

A. **Municipal Services**

1. **January 27, 2014 Minutes* (Peloza)**

B. **Planning & Community Development**

1. **January 27, 2014 Minutes* (Holman)**

C. **Public Works**

1. **January 21, 2014 Minutes* (Osborne)**

D. **Finance**

1. **January 21, 2014 Minutes* (Wales)**

E. **Les Gove Community Campus**

1. **January 22, 2014***

F. **Council Operations Committee**

IV. **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 21, 2014 regular meeting***

B. **2013 Claims Vouchers (Wales/Coleman)**
Claims voucher numbers 427123 through 427201 in the amount of $703,843.27 and dated February 3, 2014.

C. **2014 Claims Vouchers (Wales/Coleman)**
Claims voucher numbers 427121 through 427122 and voucher numbers 427127 through 427352 in the amount of $902,658.18 and dated February 3, 2014.

D. **Payroll Vouchers (Wales/Coleman)**
Payroll check numbers 534456 through 534490 in the amount of $275,969.29, and electronic deposit transmissions in the amount of $1,312,418.76, for a grand total of $1,588,388.05 for period covering January 16, 2014 to January 29, 2014.

E. **Public Works Project No. CP0912* (Osborne/Snyder)**
City Council approve Final Pay Estimate No. 4 for Contract No. 13-03 in the amount of $3,718.60 and accept construction of Project No. CP0912 Citywide Guardrail Improvements

F. **Public Works Project No. CP1301* (Osborne/Snyder)**
City Council to award Contract No. 13-20 with Trinity Contractors, Inc on their low bid of $184.265.00 for Project No. CP1301, 2013 Citywide Sidewalk Repair Project

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

V. UNFINISHED BUSINESS

There is no unfinished business.

VI. NEW BUSINESS

There is no new business.

VII. ORDINANCES

A. **Ordinance No. 6483* (Peloza/Coleman)**
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 6.04.010 of the Auburn City Code relating to animal control licensing

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6483.)

B. **Ordinance No. 6494* (Wales/Coleman)**
An Ordinance of the City Council of the City of Auburn, Washington, establishing the Local Sales and Use Tax rate for local revitalization financing for 2014

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6494.)

VIII. RESOLUTIONS

A. **Resolution No. 5025* (Peloza/Coleman)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the acceptance of grant funds in the amount of Thirty-six Thousand Two Hundred Sixty-four Dollars ($36,264.00), and authorizing the Mayor to execute an interlocal agreement between King County and the City of Auburn to accept said funds for implementation of the 2014 Waste Reduction and Recycling grant program

(RECOMMENDED ACTION: City Council adopt Resolution No. 5025.)

B. **Resolution No. 5026* (Peloza/Coleman)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a services contract with the Seattle-King County Department of Public Health for reimbursement of funds related to 2014 Local Hazardous Waste Management program activities

(RECOMMENDED ACTION: City Council adopt Resolution No. 5026.)

C. **Resolution No. 5031* (Holman/Snyder)**
A Resolution of the City Council of the City of Auburn, Washington adopting the Comprehensive Downtown Parking Management Plan (CDPMP) for parking policy development and implementation in downtown Auburn

(RECOMMENDED ACTION: City Council adopt Resolution No. 5031.)

D. **Resolution No. 5032* (Wales/Coleman)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the City of Auburn to impose a Sales and Use Tax as authorized by RCW 82.14.415 as a credit against State Sales and Use Tax relating to annexations

(RECOMMENDED ACTION: City Council adopt Resolution No. 5032.)

E. **Resolution No. 5036* (Osborne/Snyder)**
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a contract between the City of Auburn and the City of Pacific for decant facilities usage

(RECOMMENDED ACTION: City Council adopt Resolution No. 5036.)

IX. REPORTS

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

A. **From the Council**

B. **From the Mayor**

X. 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.

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Hearing on Application from T-Mobile West for Telecommunications Franchise

Date:
January 23, 2014

Department:
Public Works

Attachments:
Ordinance No. 6491
Exhibit A
Exhibit B
Exhibit C
Exhibit D

Budget Impact:
$0

Administrative Recommendation:

City Council conduct a public hearing to receive public comments, proposals and suggestions on Ordinance No. 6491, granting T-Mobile West LLC, a Delaware Limited Liability Company, a franchise for telecommunications.

Background Summary:

Per Auburn City Code Chapter 20.06.030 a public hearing shall be held to consider the proposed Franchise Agreement No. 13-37 for T-Mobile West LLC for existing telecommunication systems within the City's rights of way. The date of the public hearing was set by Resolution No. 5013 on January 21, 2014 .

Reviewed by Council Committees:

Public Works

Councilmember:	Osborne	**Staff:**	Mund
Meeting Date:	February 3, 2014	**Item Number:**	PH.1

ORDINANCE NO. 6491

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

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

WHEREAS, with respect to some of these facilities, they were previously installed the public rights of ways with the permission of King County, which managed those right(s)-of-way prior to the annexation of those rights of way into the City of Auburn; and

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

WHEREAS, with respect to those facilities previously installed by authorization of King County, this agreement supersedes and replaces all agreements between Grantee and King County; and

WHEREAS, based upon the foregoing recital clauses, and from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council in compliance with RCW 35.99 now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee.

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, pursuant to RCW 35.99 the City grants to the Grantee general permission to enter, use, and occupy the public right(s)-of-way of the City. However, Grantee shall not extend its occupation of the public rights of way beyond the two facilities that presently occupy the rights of way as specified in Exhibit “A”, attached hereto and incorporated by reference (the “Franchise Area”), without having first obtained an amendment to this agreement and site specific permits from the City authorizing Grantee to install telecommunications equipment at such other locations than specified in Exhibit “A”.

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

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

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

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

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

Section 2. Notice

A. Except as defined in the respective filing and emergency work provisions of Sections 5 and 7 herein, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. City or Grantee may from time to time designate any other address for this purpose by providing written notice to the other party effective thirty (30) days after the provision thereof.

City:	City of Auburn Engineering Aide, Transportation 25 West Main Street Auburn, WA 98001-4998 Telephone: (253) 931-3010; Fax: (253) 931-3048
with a copy to:	City Clerk City of Auburn 25 West Main Street Auburn, WA 98001-4998
Grantee:	T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attention: Lease Compliance/ City of Auburn Franchise

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

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

Section 3. Term of Agreement

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

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term), which approval shall not be unreasonably withheld, conditioned or delayed. Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials reasonably deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

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

Section 4. Definitions

For the purpose of this agreement:

“ACC” means the Auburn City Code.

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

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

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, and easements, owned or controlled by the City.

Section 5. Acceptance of Franchise

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

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

Section 6. Construction and Maintenance

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

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

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

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

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

Section 7. Access, Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City telephonically during normal business hours (at 253-931-3010 and during non-business hours at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. For any emergency or after normal business hour issues involving the Grantee's facilities which requires the Grantee's immediate response the City shall contact the Grantee at their network operations center telephonically at 888-662-4662, which is operated 24 hours a day, seven days a week. The City may commence emergency response work, at any time, without prior written notice to the Grantee, but shall notify the Grantee in writing as promptly as possible under the circumstances of the nature of the emergency and the actions taken to address it.

Section 8. Damages to City and Third-Party Property

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

Section 9. Location Preference and Interference

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

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

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with

Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the Rights-of-Way. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

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

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99 in the event the Franchise Area is required for use by the City in performance of its municipal services. In such event, City will give Grantee prior written notice of the need for such relocation of the Franchise Area. Notwithstanding the foregoing however, and pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other similar losses in connection with any such change, relocation, abandonment, or vacation of the right-of-way(s).

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

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the City's discretion, remove the affected facilities, or, with the City's written permission, abandon in place such facilities whereupon they will transfer to the City in their AS IS and WHERE IS condition without need of execution of any further documentation formalizing the transfer, and without representation or warranty of any kind or nature provided the Grantee shall provide to the City drawings, maps or other documentation about said facilities to the reasonable satisfaction of the City. Following such transfer, Grantee shall no longer be responsible for any liability, maintenance, repair or removal obligations related to or arising from the transferred facilities.

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

Section 13. Undergrounding

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

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground those portions of Grantee Facilities that can be installed underground in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99 or other applicable law. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities it utilizes, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded and the use thereof by all applicable parties

Section 14. Indemnification and Hold Harmless

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

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

B. The Grantee shall hold the City harmless from any liability for any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence or intentional misconduct of the City, its agents, contractors, employees or invitees performing such work.

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

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

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement with respect to acts or events occurring prior thereto.

Section 15. Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for

bodily injury and property damage of $1,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and a $1,000,000 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

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

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

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

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

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 16. Performance Security

The Grantee shall provide the City with a bond, or other financial guarantee in a form and substance reasonably acceptable to the City, in the amount of Fifty Thousand Dollars ($50,000) running for, or renewable for, the term of this Franchise. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this agreement within the applicable cure or grace period, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a direct result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

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

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance. The foregoing notwithstanding, Grantee may assign this Franchise in whole or in part without the need for the City's consent to any entity that controls, is controlled by, or is under common control with Grantee, or to any entity resulting from any merger or consolidation with Grantee, or to any partner of Grantee or to any partnership in which Grantee is a general partner, or to any person or entity that acquires all of the assets of Tenant as a going concern.

C. For any assignment requiring City consent, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days after the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer (redacted for any financial terms); (b) All information reasonably required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

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

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

Section 18. Dispute Resolution

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

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This

Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty (30) days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars ($250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

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

Section 20. Compliance with Laws and Regulations

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

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, if required by such statute or regulation, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible, or Grantee may terminate this agreement without further liability or penalty subject to its prompt removal of the Grantee Facilities in compliance with applicable terms herein.

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

Section 21. License, Tax and Other Charges

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect provided the provision deemed invalid is not a material term to this agreement.

Section 24. Titles

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

Section 25. Implementation.

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

Section 26. Termination.

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

Section 27. Effective date.

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

INTRODUCED: ____________________
PASSED: _________________________
APPROVED: ______________________

____
NANCY BACKUS, MAYOR

ATTEST:

____
Danielle E. Daskam, City Clerk

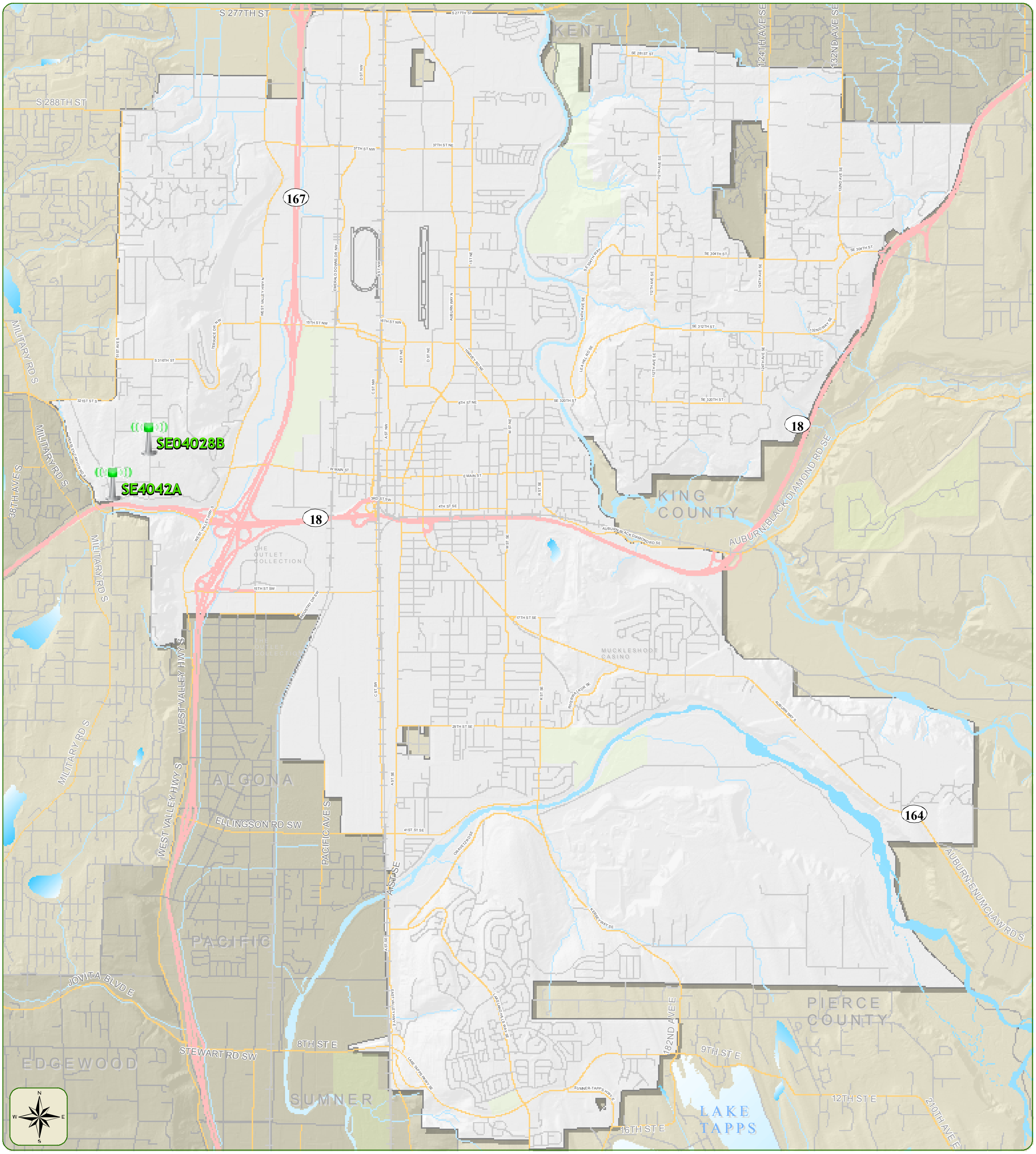
APPROVED AS TO FORM:

____
Daniel B. Heid, City Attorney

Published: _________________

Exhibit "A" - T-Mobile Franchise Area

CITY OF AUBURN WASHINGTON



Ordinance No. 6491
Exhibit A
September 24, 2013
Page 1 of 1

T Mobile Facilities

- SE4042A
- SE04028B

Hydrology

- Streams
- Lakes and Rivers

Political Boundaries

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

Transportation

- Arterials
- Highways
- Locals

Printed On: 11/7/2013
Map ID: 4317

PH.1

EXHIBIT “B”

GRANTEE FACILITIES

EXISTING T-MOBILE FACILITIES IN CITY OF AUBURN ROW

Site ID: SE4042A, “Peasley Canyon”
Location:
33043 46th Place South
Auburn, WA 98001
Description: Telecommunications Facility consisting of above ground radio equipment cabinets located in a 12’x17’ cedar wood fence enclosure in the Right-of-Way (ROW), with antennas collocated on an existing 88’ above-ground wooden utility pole in the ROW with connecting underground conduit.

Site ID: SE04028B, Mountain View Cemetery/PR
Location:
5605 S 324th Place
Auburn WA 98001
Description: Telecommunication Facility consisting of antennas located on an existing 75’ above-groundround wood utility pole in the Right of Way with connecting underground conduit to the radio equipment cabinets located on adjacent private property.

EXHIBIT "C"

GRANTEE SERVICES

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

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

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

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

EXHIBIT “D”

STATEMENT OF ACCEPTANCE

T-Mobile West LLC, A Delaware limited liability company, , for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

T-Mobile West LLC

By: ______________________________ Date: ______________________

Name:

Title: Acting Regional Director, Engineering & Operations

STATE OF _______________)
)ss.
COUNTY OF _____________)

On this ____ day of _______________, 2014, before me the undersigned, a Notary Public in and for the State of __________, duly commissioned and sworn, personally appeared, __________________ of _________, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

____
Signature

____
NOTARY PUBLIC in and for the State of
___________, residing at _________________

MY COMMISSION EXPIRES: _____________

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
January 27, 2014 Minutes

Date:
January 28, 2014

Department:
Police

Attachments:
January 27, 2014 Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Peloza

Staff:

Meeting Date: February 3, 2014

Item Number: MS.1

CITY OF AUBURN WASHINGTON	**Municipal Services Committee** **January 27, 2014 - 3:30 PM** **City Hall Conference Room 3** **MINUTES**

I. CALL TO ORDER

Chair Peloza called the meeting to order at 3:30 p.m. in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

A. Roll Call

Members present: Chair Bill Peloza, Vice Chair Wayne Osborne and Member Claude DaCorsi.

Staff present: Mayor Nancy Backus, Chief of Police Bob Lee, Assistant Chief of Police Bill Pierson, Community Development/Public Works Director Kevin Snyder, City Attorney Dan Heid, Parks, Arts/Recreation Director Daryl Faber, Finance Director Shelley Coleman, Solid Waste and Recycling Supervisor Joan Nelson and Police Secretary/Scribe Terry Mendoza. **Others present:** Auburn Reporter representative Robert Whale.

B. Announcements

C. Agenda Modifications

II. CONSENT AGENDA

A. January 13, 2014 Minutes

Vice Chair Osborne moved to accept the Minutes as presented. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

III. ACTION

A. Ordinance No. 6483 (Coleman)

Finance Director Shelley Coleman presented Ordinance No. 6483 relating to Animal Control Licensing to the Committee. At the Committee's request an amendment was made to Section 1, subsection 6.04.010 repealing the requirement for proof of rabies vaccination as a condition to obtaining a license. Chair Peloza commented that he spoke with an Auburn veterinarian regarding the code change and it was very well received. Additionally, Councilmember DaCorsi stated that since this amendment is low risk for the City it really is the right thing to do. Committee discussion followed.

Councilmember DaCorsi moved to forward Ordinance No. 6483 to full Council for consideration. Vice Chair Osborne seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

**Note: The correct Ordinance Number is 6483. Due to a scrivener's error it appeared incorrectly on the original meeting agenda.*

B. Resolution No. 5025

Resolution No. 5025 authorizes the acceptance and appropriation of grant funds and allows for the execution of an Interlocal Agreement between King County and the City of Auburn for implementation of the 2014 Waste Reduction and Recycling grant program. Member DaCorsi requested additional clarification on a few items. Regarding the environmental movie night, where is this held and has it been done before? Joan Nelson, Solid Waste and Recycling Supervisor, stated that the City's first *Sustainable Movie Night* was held in January 2013 at the Auburn Avenue Theater and it was very well attended and received. Regarding outreach via the media, displays and promotional items, is there anything else that will be looked at to specifically address residents of the mobile home parks in the community especially the seniors? Supervisor Nelson advised that this year the program is targeting the non-senior parks in particular. Staff had conducted some recycling cart checks at some of these other parks and found that the recycling was very contaminated. As such, the focus will be on more one-on-one assistance to residents with specific items being tagged in order to educate. Member DaCorsi recommended staff attend meetings of the various homeowner associations. Committee discussion followed.

Vice Chair Osborne moved to forward Resolution No. 5025 to full Council for consideration. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

C. Resolution No. 5026 (Coleman)

Resolution No. 5026 authorizes the Mayor to execute a Services Contract with the Seattle-King County Department of Public Health for reimbursement of funds related to 2014 local Hazardous Waste Management program activities. Member DaCorsi requested clarification on one item. Regarding the choice of one Auburn neighborhood, how is the neighborhood selected. Solid Waste and Recycling Supervisor, Joan Nelson, stated that a different neighborhood is targeted each year. This year the South Central neighborhood, from about Highway 18 until the area at the bottom of Lakeland Hills, will be the focus. Committee discussion followed.

Vice Chair Osborne moved to forward to full Council for consideration. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

IV. DISCUSSION ITEMS

A. Red Light Photo Enforcement (Lee)

Bill Pierson, Assistant Chief of Police, reported on Red Light Photo Enforcement for the fourth quarter of 2013. Compared to the 4th quarter of 2012 figures show a slight increase in the total number of red light violations. School zone violations indicate that Lea Hill, Mt. Baker and Dick Scobee experienced an increase over the same period last year while Chinook and Arthur Jacobsen decreased. Chair Peloza commented that a lot of parents are getting ticketed and inquired if it would be beneficial, from a public relations standpoint, to conduct a survey of some type with the parents? Or possibly the distribution of an informational flyer. The intent is to communicate with the citizens about the importance of public safety specifically in the school zone areas. Chair Peloza requested that the Police Department make contact with the School District to discuss if communication would be beneficial, and if yes, what type of communication. Additionally, Finance Director Shelley Coleman provided the financial performance on Redflex for 2013. Committee discussion followed.

B. Ordinance No. 6398 - Pull Tabs (Heid)

City Attorney Dan Heid requested additional time for this agenda item. Chair Peloza moved the item forward to the next regular meeting of the Municipal Services Committee scheduled for Monday, February 10, 2014.

C. AVHS Board Review / Animal Control Licensing Program (Coleman)

Finance Director Shelley Coleman briefed the Committee on the City's Animal Control Licensing Program and the Auburn Valley Humane Society's (AVHS) January Board meeting. For 2013 the total number of licenses sold was 5,093. It is anticipated that this number will increase with the code change relating to documentation of a rabies vaccination. Vice Chair Osborne requested a report on the 'total costs for Animal Control' operations to the City to include an estimate of staff's time (which is not billed).

The AVHS 'Best in Show' event has been relocated from the Auburn Golf Course to the Spunky Monkey due to food costs. It is unfortunate that our venue could not be utilized but they were unable to meet on a price point for the meals. The shelter revenue, both operations and fund raising, totaled $538,394.00 for the year which represents 92% of the combined annual revenue budget of $585,445.00. Fund raising expenses closed the year at $101,920.00, which is 71% of the $143,033.00 budget. Committee discussion followed.

D. SCORE Jail Stats (Coleman)

Shelley Coleman, Finance Director, provided an update on the SCORE jail statistics through December of 2013. The Committee reviewed the various charts and financial information included in the agenda packet. One of the reports provides a running total of the City's Average Daily Population (ADP) per month. For the months of April 2013 through December 2013 our average totals 69.00

ADP compared to our current billable ADP for 2014 of 84.00. SCORE is almost at full capacity in January and much of this is attributed to inmate housing issues in Snohomish County and a reduction in available beds in Pierce County. The SCORE Finance Board, which is comprised of the Finance Directors from each member City, previously figured that SCORE would be at full capacity in the year 2020. However, with the increase in contract cities it is anticipated that this will change to the year 2016. SCORE is requesting additional staff to accommodate the rise in the inmate population. Director Coleman stated in her memo to Mayor Backus and Councilmember John Holman, representatives to SCORE from the City, that the staff to inmate ratio is high and needs to be addressed to ensure the safety of inmates and staff. Committee discussion followed.

E. Auburn Golf Course Financial Review (Coleman)

Finance Director Shelley Coleman presented the Committee with the Golf Course (GC) Financial report through 2013. This is the final GC report as it will be rolled over into the general fund beginning in 2014. The figures for operating loss includes depreciation costs which drive the $317,352.00 total. If it is looked at from a working capital standpoint the GC experienced an increase of approximately $66,000.00 for the year. This also indicates an improvement in the year-to-date rounds played for the same period last year. Daryl Faber, Parks, Arts and Recreation Director, commented that the GC experienced a 4.0% up tick in golf play compared with the State at 2.0% which means the City captured a fair share of the market. Additionally, the Men's Club Membership grew by 70 members which is a combined result of marketing efforts and a percentage from the closing of Sumner Meadows. Director Coleman advised that the restaurant's contract is set to expire on 12/31/14. Staff are currently working on a draft Request for Proposal (RFP) and it should be included in the next month. The RFP process should start in the Spring and conclude by the end of Summer. Committee discussion followed.

F. Cemetery Update (Faber)

Parks, Arts and Recreation Director, Daryl Faber, provided the Committee with a marketing update. The Committee received an online tour of the Cemetery's updated website which includes newer photos, easier navigation and an overall friendlier format. New signage has been created and placed around the City making it easier for citizens to locate the Cemetery. Additionally, marketing efforts include placing new ads in senior magazines and staff attending benefit-type fairs focused on seniors.

Finance Director Shelley Coleman reported that the City did a few things in 2013 for revenue such as raising some rates. The City also changed the allocation to the Cemetery Endowed Care Fund which was reduced from 15.0% to 10.0%. On the expenditure side there was a staff reduction at the Cemetery resulting in savings to the budget.

G. Project Matrix

The following changes were identified for the Project Matrix:

Item 10P: Review date changed to 7/28/14.
Item 21P: Review date changed to 2/24/14.
Item 29P: Description updated. Staff 'Lead' changed. Review date changed to 7/28/14.
Item 4I: Review date updated to 2/10/14.
Item 6I: Review date updated to 7/28/14.

V. ADJOURNMENT

The meeting was adjourned at 4:38 p.m. The next regular meeting of the Municipal Services Committee is scheduled for Monday, February 10, 2014 in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

Signed this ______ day of February, 2014.

______________________ ______________________________________
Bill Peloza, Chair Terry Mendoza, Police Secretary/Scribe

AGENDA BILL APPROVAL FORM

Agenda Subject:
January 27, 2014 Minutes

Date:
January 28, 2014

Department:
Planning and Development

Attachments:
January 27, 2014 Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Holman

Staff:

Meeting Date: February 3, 2014

Item Number: PCD.1

CITY OF AUBURN WASHINGTON	**Planning and Community Development** **January 27, 2014 - 5:00 PM** **Annex Conference Room 2** **MINUTES**

I. CALL TO ORDER

Chair John Holman called the meeting to order at 5:00 p.m. in Annex Conference Room 2 located on the second floor of One Main Professional Plaza, One East Main Street, Auburn, Washington.

A. Roll Call

Chair John Holman, Vice-Chair Largo Wales, and Member Yolanda Trout were present. Also present were Mayor Nancy Backus; Director of Community Development and Public Works Kevin Snyder; Parks, Arts and Recreation Director Daryl Faber; Assistant Director of Community Development Services Jeff Tate; Director of Administration Michael Hursh; Planning Services Manager Elizabeth Chamberlain; Economic Development Manager Doug Lein; Planner Gary Yao; and Planning Secretary Tina Kriss.

Members of the public present were: Councilmember DaCosi, Robert Whale of the Auburn Reporter, Matthew Ells, Derek Faber, Jean Lix, Russ Campbell, Human Services Committee Members Lela Brugger, Barbara Derda, JoAnne Walters and Chair Jason Berry.

B. Announcements

1. Presentation (Hursh)
   a. **Human Services Committee (Hursh)**

Director of Administration Michael Hursh introduced Members of the Human Services Committee Lela Brugger, Barbara Derda, JoAnne Walters and Committee Chair Jason Berry.

Chair Jason Berry expressed his gratitude in working with the Human Services Committee and the opportunity the Committee has in working with a broad number of agencies. The agencies and services funded are very diverse. Mr. Berry emphasized that it is amazing to see the scope of services the City provides support for. Chair Berry stated the Human Services Committee continues agency visits which allows the Committee to see the hands-on work of the agencies, the needs of the community, who is served, and how well the organization is running. The Human Services Committee is very appreciative of the support of Director

Hursh, Emily Pearson, and former employee Kirsten Reynolds. It is also very encouraging to see other City staff members engaging to learn and understand the work of the Human Services Committee.

As the Committee continues providing recommendations for funding, the Committee will be looking at how the needs overlap and how to better plan for funding in a way that supports a comprehensive approach for the community.

Director Hursh explained the Committee has been reviewing the homeless issue over the last six months and will continue to meet with representatives serving the homeless population to understand how best to solidify policy. The Committee will begin planning for the 2015-2016 bi-annual funding cycle in spring. Director Hursh expressed his appreciation for the faithful support of the members Human Services Committee.

The Planning and Community Development Committee agreed that that they would like to meet for a joint session to continue to review the goals and work of the Human Services Committee. The Committee thanked the Human Services Committee for their continued work and the many accomplishments.

C. **Agenda Modifications**

There were no agenda modifications.

II. CONSENT AGENDA

A. Minutes - January 13, 2014 (Tate)

Member Trout requested that two scrivener's errors be corrected. On page 2 of 5, paragraph 2 of III.A., remove the duplicate word "the". On page 3 of 5, III.B., remove the duplicate word "would".

It was moved by Member Trout, seconded by Vice-Chair Wales, that the Committee approve the Planning and Community Development Committee Meeting minutes for January 13, 2014, as amended.

Motion carried unanimously. 3-0

III. DISCUSSION ITEMS

A. Temporary Sign Provisions ACC 18.56 - Signs (Yao)

Planner Gary Yao provided background information on the Temporary Sign Provisions in place. Ordinance No. 6403, approved by Council on February 21, 2012, extended the use of portable and temporary signs through March 15, 2014. Staff stated that there have been no major problem or issues in the extended administration of this temporary program. The Committee and staff discussed extending the program. After discussion, the Committee determined they would be supportive of extending the ordinance related to temporary signs for a period of two years (2), exclude any language regarding economic conditions; and require all portable, temporary signs to be taken in at night. The Committee recommended reviewing the extension prior to the new expiration date to determine if the ordinance will be extended or if any problems or issues have been noted by staff.

Staff will be taking the temporary sign provisions' extension before the Public Works Committee for review at their next meeting.

B. Department Operations Briefings (Tate)

Assistant Director of Community Development Services Jeff Tate reviewed a schedule of upcoming briefings on department operations with the Committee. The Committee was supportive of the schedule and had no items to add.

C. Rental House Briefings (Chamberlain)

Planning Services Manager Elizabeth Chamberlain updated the Committee on the tasks implemented following the adoption of Ordinance No. 6477, regulating rental housing. Assistant Director of Community Services Development Jeff Tate explained that Green River Community College is working with the City on a quarterly basis to provide a list of addresses to help the City identify properties where there are potentially multiple students needing proactive outreach.

The Committee and staff discussed the City's approach for continued outreach with rentals that are not compliant through the 1st quarter of 2014 and then moving them over into code enforcement thereafter. The Committee concurred with this approach.

Chair Holman invited members of the public forward for public comment on the status of rental housing.

Russ Campbell, 31606 126th Ave. SE, Auburn Mr. Campbell stated it has been about a year since he discussed the rental housing issue with the City. He understands “nothing happens overnight” yet stated he is encouraged that progress is moving right along. Mr. Cambell and staff discussed the three rentals within his neighborhood and Mr. Campbell noted that the process will take time.

D. Overview of Permits and Fees (Tate)

Jeff Tate, Assistant Director of Community Development Services provided an overview of permits and fees. A review of the TrakiT program was provided to the Committee to showcase how staff processes permit and assesses fees for development. The Committee was appreciative of the overview and encouraged by the process. The Committee emphasized their appreciation for the philosophy of Auburn, being customer centric and customer oriented.

E. Director's Report (Tate)

Assistant Director of Community Development Services Jeff Tate updated the Committee on the following items:

The pile driving construction of the Trek building is ahead of schedule by two weeks since the piling does not need to be installed to the depth originally planned.

In early December, approximately 4,000 2014 business license renewals were sent out by the City. Staff has processed about two-thirds of the renewals. Next week follow-up renewal notices will be sent to the remaining one-third of the businesses. In mid March a list of businesses will be developed who have not renewed and code enforcement outreach will begin.

F. PCDC Status Matrix (Tate)

The Committee had no additions or changes for the PCDC Matrix but did express that they would like to discuss the additional Pedestrian Kiosk construction.

The Downtown Parking Management Plan, Resolution No. 5031 will be going forward to full Council on February 3, 2014. The date will be changed on Rental Housing to reflect a review in April.

IV. **ADJOURNMENT**

There being no further business to come before the Planning and Community Development Committee, the meeting was adjourned at 6:34 p.m.

DATED THIS ____________DAY OF _________________, 2014.

____
John Holman - Chair

____
Tina Kriss - Planning Secretary

AGENDA BILL APPROVAL FORM

Agenda Subject:
January 21, 2014 Minutes

Date:
January 29, 2014

Department:
Public Works

Attachments:
Draft Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Osborne

Staff:

Meeting Date: February 3, 2014

Item Number: PW.1

CITY OF AUBURN WASHINGTON	**Public Works Committee** **January 21, 2014 - 3:30 PM** **Annex Conference Room 2** **MINUTES**

I. CALL TO ORDER

Chairman Wayne Osborne called the meeting to order at 3:30 p.m. in Conference Room #2, located on the second floor of Auburn City Hall, One East Main Street, Auburn, Washington.

A. Roll Call

Chairman Wayne Osborne, Vice-Chair Bill Peloza, and Member Claude DaCorsi were present. Also present during the meeting were: Mayor Nancy Backus, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Utilities Engineer Dan Repp, Transportation Manager Pablo Para, Community Development & Public Works Director Kevin Snyder, Engineering Aide Amber Mund, Project Engineer Matt Larson, Project Engineer Kim Truong, Sanitary Sewer Engineer Robert Elwell, Finance Director Shelley Coleman, Environmental Services Manager Chris Andersen, Planning Services Manager Elizabeth Chamberlain, Assistant City Attorney Steve Gross, Director of Administrative Services Michael Hursh, Senior Project Engineer Ryan Vondrak, Senior Project Engineer Jacob Sweeting, Financial Planning Manager Martin Chaw, Assistant Planning Director Jeff Tate, and Public Works Secretary Jennifer Cusmir.

Members of the public in attendance included: John McGhee, Auburn Adventist Academy.

B. Announcements

There were no announcements.

C. Agenda Modifications

There were two modifications to the agenda adding Discussion Item L., Resolution No. 5039 and Discussion Item M., Resolution No. 5040.

II. CONSENT AGENDA

A. Approval of Minutes

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve the Public Works Committee Meeting minutes for date, January 6, 2014.

Motion carried 3-0.

B. Right-of-Way Use Permit No. 13-39 (Mund)
The Auburn Downtown Association Wellness Fair

Engineering Aide Mund explained that Right-of-Way Use Permit is for the Auburn Downtown Association to hold a Wellness Fair. The applicant is requesting to use B Street NE between Main Street and 1st Street NE and the adjacent parking lots. This will be a one-day event and this is the first time that an application has been submitted for this event.

There were no questions from the Committee.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve Right-of-Way Use Permit No. 13-39 for the Auburn Downtown Association Wellness Fair.

Motion carried 3-0.

C. Right-of-Way Use Permit No. 13-41 (Mund)
Auburn Adventist Academy

Engineering Aide Mund stated that this is the third year Auburn Adventist Academy has applied for a Right-of-Way Use Permit for their half-marathon. There are a few changes to the conditions of the permit, but the route has remained the same.

Member DaCorsi asked about the condition that states the applicant must provide notification to residents. Engineering Aide Mund said that the applicant is required to distribute a mailer to all the residents in the area 30 days prior to the event.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve Right-of-Way Use Permit No. 13-41 for the Auburn Adventist Academy Half-Marathon.

Motion carried 3-0.

D. Public Works Project No. CP1322 (Larson)
Annual Traffic Signal Improvements

Project Engineer Larson reviewed the scope of the project with the Committee, which includes various traffic signal system improvements throughout the City.

Chairman Osborne asked if the detection system at the 15th Street NE/Auburn Way signal will be repaired as part of the project's scope. Transportation Manager Para answered that repairs to the

15th Street NE/Auburn Way intersection are included in the scope of work.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee grant permission to initiate Project No. CP1322, Annual Traffic Signal Improvements.

Motion carried 3-0.

E. Public Works Project No. CP1120 (Truong)
Lea Hill Safe Routes to School

Project Engineer Truong reported that Change Order No. 2 covers the cost to replace the existing traffic loops that were unavoidably damaged during project construction and also to install asphalt concrete along SE 320th Street.

Assistant Director of Engineering Services/City Engineer Gaub explained that the traffic loop was not identified as being a requirement and was damaged during construction and could not have been avoided and was not at the contractor’s fault.

Assistant Director of Engineering Services/City Engineer Gaub answered questions regarding the change order process asked by Member DaCorsi.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve Change Order No. 2 to Contract No. 13-07 in the amount of $35,769.77 for work on Project No. CP1120, Lea Hill Safe Routes to School.

Motion carried 3-0.

III. RESOLUTIONS

A. Resolution No. 5013 (Mund)
A Resolution of the City Council of the City of Auburn, Washington, Setting a Public Hearing to Consider a Franchise Agreement with T-Mobile West LLC

Engineering Aide Mund stated that adoption of Resolution No. 5013 will set the date for the public hearing for T-Mobile to have a franchise agreement for facilities that are currently existing and installed under an agreement with King County. The King County agreement has currently expired. A franchise agreement with the City of Auburn will bring the facilities into compliance with City Code.

Engineering Aide Mund answered questions asked by Vice-Chair Peloza regarding Right-of-Way usage fees, which are not applicable.

Engineering Aide Mund confirmed that there was an application fee paid, answering a question asked by Chairman Osborne.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council adopt Resolution No. 5013.

Motion carried 3-0.

B. Resolution No. 5018 (Mund)
A Resolution of the City Council of the Auburn, Washington, Authorizing the Renewal of Public Way Agreement 08-03 and Amending the Terms to the Agreement with MCI Communications

Engineering Aide Mund stated that Resolution No. 5018 is for a renewal of a MCI agreement for facilities that are in the Right-of-Way, but do not currently serve any citizens in the City.

Engineering Aide Mund answered questions asked by Chairman Osborne regarding the two agreements with MCI, which were previously combined.

Assistant Director of Engineering Services/City Engineer Gaub answered questions asked by Chairman Osborne regarding the MCI loop on Main Street, explaining that the loop is used to reach the CenturyLink building located between 3rd and 2nd Streets.

Following a question asked by Vice-Chair Peloza, Engineering Aide Mund verified that the agreement was reviewed by the City's Legal Department.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council adopt Resolution No. 5018.

Motion carried 3-0.

C. Resolution No. 5027 (Elwell)
A Resolution of the City Council of the City of Auburn, Washington, Authorizing the Mayor to Execute an Amendment to the Sewer Franchise Agreement Between the City of Auburn and King County to Operate, Maintain and Construct Sewer Mains, Service Lines and Appurtenances In, Over, Along, and Under County Roads

Sanitary Sewer Engineer Elwell explained that Resolution No. 5027 amends the existing franchise agreement with King County to include the City's sewer service area which lies in unincorporated King County and update the legal description of the remaining unincorporated areas to reflect annexations that have occurred since the previous agreement. The amendment only updates the boundaries in the agreement and does not change the terms of the agreement.

Larger maps of the areas were provided to the Committee for review.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council adopt Resolution No. 5027.

Motion carried 3-0.

D. Resolution No. 5038 (Para)
A Resolution of the City Council of the City of Auburn, Washington, Repealing Resolution No. 4826 Regarding Reduction of Speeds on Arterial Street Routes in the City

Transportation Manager Para said that Resolution No. 5038 will repeal Resolution No. 4826, which reduced speed limits on certain arterial routes within the City in an effort to preserve City streets and provide for traffic safety. The resolution also authorizes staff to return the speed limits to what they were prior to the passage of Resolution No. 4826, according to the City's engineering standards.

Chairman Osborne stated that he supports adoption of Resolution No. 5038. Vice-Chair Peloza stated that he also supports adoption of Resolution No. 5038, based on the recommendation of engineering staff.

Member DaCorsi asked which arterial routes would be affected. Transportation Manager Para answered the streets include West Valley Highway, East Valley Highway, W Main Street and 37th Street.

Transportation Manager Para stated that staff, as with the other streets, will follow through with the engineering analysis and posting the appropriate speed limits on A Street SE, through the corridor, following questions asked by Chairman Osborne and Member DaCorsi.

Transportation Manager Para answered questions asked by Chairman Osborne regarding the speed limit on East Valley Highway, leading into the City of Sumner.

Transportation Manager Para responded to questions asked by Member DaCorsi, regarding the considerations taken by staff when determining the speed limits on arterial streets.

Vice-Chair Peloza requested a map of the locations where the speed limits have changed following completion of the changes.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee recommend City Council adopt Resolution No. 5038.

Motion carried 3-0.

IV. DISCUSSION ITEMS

A. Resolution No. 5032 (Coleman)
A Resolution of the City Council of the City of Auburn, Washington, Authorizing the City of Auburn to Impose a Sales and Use Tax as Authorized by RCW 82.14.415 as a Credit Against State Sales and Use Tax Relating to Annexations

Finance Director Coleman explained that Resolution No. 5032 levies the 0.1% sales tax credit against the state sales tax for annexation of the Lea Hill Area. The West Hill Area did not qualify because the area's population was not large enough. Coleman stated that the tax credit is intended to help with the cost of the annexation.

Every year, the City must show the state how the money is utilized. The City must show the revenues received from the area as well as the anticipated expenses.

The Committee supported adoption of Resolution No. 5032.

B. Ordinance No. 6494 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, Establishing the Local Sales and Use Tax Rate for Local Revitalization Financing for 2014

Finance Director Coleman spoke about Ordinance No. 6494, which levies the 0.022% sales tax credit against the state sales tax for local revitalization financing. The intent of the credit is to provide financial assistance to cities to assist with financing public improvements in an identified revitalization.

Finance Director Coleman and Assistant Director of Engineering Services/City Engineer Gaub addressed questions asked by Vice-Chair Peloza regarding the funding of the Promenade Project.

C. Planning Project No. CP0746 (Andersen)
Mill Creek Wetland 5K Restoration

Environmental Planning Manager Andersen distributed copies of an aerial map of the recommended restoration improvement segments of the Mill Creek Wetland 5K Reach Ecosystem Restoration Project (ERP).

Environmental Planning Manager Andersen provided background information on the restoration project to the Committee. Using the aerial map, Andersen identified the segments of Mill Creek that are included in the project.

Andersen reviewed the scope of work for the restoration project with the Committee.
The Committee and staff discussed significant impacts of a potential closure of 15th Street NW during the construction phase of the project and that it is not the preferred option from staff.

Environmental Planning Manager Andersen spoke about the scope of work for the consultant, Maul Foster & Alongi, Inc.

The Committee and staff discussed the cost of the services provided by the consultant.

Environmental Planning Manager Andersen and Vice-Chair Peloza discussed the possibility of obtaining WIRA9 funding for the project. Vice-Chair Peloza invited Andersen to attend the WIRA9 management meeting, scheduled for January 22, 2014.

The Committee requested that staff renegotiate the consultant's mileage fee so that it matches the IRS mileage reimbursement amount.

D. Resolution No. 5029 (Chamberlain)
A Resolution of the City Council of the City of Auburn, Washington, Authorizing the Mayor and City Clerk to Execute a Purchase and Sale Agreement Between the City of Auburn and John Rice

Planning Services Manager Chamberlain presented the staff report on Resolution No. 5029. Resolution No. 5029 would authorize the Mayor and City Clerk to execute a Purchase and Sale Agreement between the City of Auburn and John Rice for vacant property to be used for the Fenster Nature Park located on 2nd Street SE east of V Street SE.

The purchase price of the acquisition would be $45,000.00, which has been accepted by the seller, John Rice. The purchase is being funded though the Parks and Planning Department budgets. Chamberlain stated that the funds were allocated through Budget Amendment No. 6, which was already approved by the City Council.

E. Resolution No. 5030 (Chamberlain)

A Resolution of the City Council of the City of Auburn, Washington, Approving and Authorizing Execution of an Interlocal Agreement with Pierce County, Thereby Amending the Pierce County Countywide Planning Policies for Centers of Local Importance

Planning Services Manager Chamberlain provided the Committee with a background summary.

Planning Services Manager Chamberlain reviewed Resolution No. 5030, the Pierce County Countywide Planning Policies (CPPs) with the Committee and discussed the process by which CPPs were developed and how they are now amended.

Chamberlain stated that the Planning and Community Development Committee reviewed Resolution No. 5030 at their January 13, 2013 meeting and moved the item to action and recommended adoption by the City Council.

The Committee supported adoption of Resolution No. 5030.

F. Resolution No. 5031 (Chamberlain/Yao)
A Resolution of the City Council of the City of Auburn, Washington, Adoption the Comprehensive Downtown Parking Management Plan (CDPMP) for Parking Policy Development and Implementation

Planning Services Manager Chamberlain presented the staff report on Resolution No. 5031, and provided background information on the Downtown Parking Management Plan (CDPMP).

Planning Services Manager Chamberlain reviewed the recommendations provided to staff by the Planning and Community Development Committee.

Chamberlain stated that the Planning and Community Development Committee reviewed Resolution No. 5031 at their January 13, 2013 meeting and moved the item to action and recommended adoption by the City Council.

Member DaCorsi commented on the thoroughness of the CDPMP.

Chairman Osborne spoke about the importance of planning for commuter parking.

G. Utility System Development Charges (SDC) Analysis Report (Repp)

Utilities Engineer Repp, Financial Planning Manager Chaw and the Committee reviewed the System Development Charge Report completed by the consultant, the FCS Group.

Based on the report, staff is recommending changing the System Development Charges (SDCs) to provide funding to utility capital improvements and using the Average Integrated Approach because it is widely used and accepted and because it is uncomplicated.

The Committee and staff discussed how SDCs are currently calculated by the consultant using the City's Fulmer Wellfield project as an example. Also discussed, were the differences between upgrade projects and expansion projects.

Financial Planning Manager Chaw suggested inviting the consultant to a Committee Meeting to discuss other approaches to SDCs that they have seen.

Utilities Engineer Repp spoke about parts of the City's Capital Plan that are driving an increase in SDCs. Chairman Osborne suggested considering phasing in increases in SDCs as was done for funding the utilities' depreciation.

Vice-Chair Peloza asked for staff to provide specific examples of how SDCs are calculated using different scenarios.

The Utility System Development Charges (SDC) discussion will continue at the next Public Works Committee Meeting, February 3, 2014.

H. Capital Project Status Report (Sweeting)

Member DaCorsi thanked staff for incorporating his prior suggestions into the report. Chairman Osborne and Vice-Chair Peloza both agreed that the report is improved.

<u>Item 4 – C410A – S 277th Wetland Mitigation Monitoring:</u> Vice-Chair Peloza noted a scrivener's error in the Status section.

<u>Item 7 – CP0909 – Academy Booster Pump Station:</u> Vice-Chair Peloza noted an error in the Street Utilities column.

<u>Item 13 – CP1107 – Fulmer Wellfield Improvements:</u> Following a question asked by Vice-Chair Peloza, Senior Project Engineer Sweeting explained that the % Design Completion was adjusted from 95% to 80% to reflect where design is for the entire project effort, 95% was a reflection of the first phase only.

Assistant Director of Engineering Services/City Engineer Gaub also noted that the scope of the project has been reduced since it was originally added to the report.

Item 19 – CP1024 – AWS and M Street SE Intersection Improvements: Senior Project Engineer Sweeting verified the TIB funding has been secured, in response to a question asked by Chairman Osborne. Assistant Director of Engineering Services/City Engineer Gaub noted that grant funds are not included in the report until they have been received.

Chairman Osborne asked about how the arterial projects are included in the report. Assistant Director of Engineering Services/City Engineer Gaub explained that the arterial projects are included in the overall list of projects. When the SOS program began, the Committee requested that the SOS project be listed separate from the other projects.

Item 31 – CP1224 – 2013 Local Street Reconstruction: Assistant Director of Engineering Services/City Engineer Gaub stated that the contractor is working on the punchlist and toward the January 2014 completion date, answering a question asked by Member DaCorsi.

Other SOS Projects: Vice-Chair Peloza asked about the status of the traffic counts on Green River Road and spoke about the condition of the segment of the road leading to the Golf Course. Vice-Chair Peloza asked if staff is considering including Green River Road in the scope of work for the Local Streets project. Assistant Director of Engineering Services/City Engineer Gaub stated that staff would review the feasibility of including Green River Road, but noted that there are other roads in the City on the list to be included in the 2014 project which have a higher traffic volume. Staff will provide Vice-Chair Peloza with the traffic counts for Green River Road. Vice-Chair Peloza asked that an item regarding Green River Road be included on the Action Tracking Matrix.

I. Significant Infrastructure Projects by Others - Public Works Status Report (Gaub)

Item 1 Green River Community College: Staff will investigate the status of the crosswalk flashers and review the report for an accident that occurred at the crosswalk. Vice-Chair Peloza asked that staff include the investigation on the Action Tracking Matrix.

J. Action Tracking Matrix (Gaub)

Item D – LED Lighting Standards: Assistant Director of Engineering Services/City Engineer Gaub provided the Committee with a background summary regarding the item. Gaub stated that all of the LED lighting that has been installed meets current standards and technical specifications and there may be no quantitative way to make changes to the standards.

Chairman Osborne suggested that the item be removed from the

Matrix and Vice-Chair Peloza agreed.

Transportation Manager Para responded to questions asked by Member DaCorsi regarding the performance of the LED lighting.

<u>Item H – Riverwalk Sidewalk Project:</u> Assistant Director of Engineering Services/City Engineer Gaub stated that the Riverwalk Sidewalk Project will be included in both the Comprehensive Transportation Plan update and the Transportation Improvement Program (TIP). Chairman Osborne suggested that the item be removed from the Matrix because the status of the item can be tracked during review of the TIP. The Committee agreed.

<u>Item F – Green River Watershed/Levee Presentation:</u> Assistant Director of Engineering Services/City Engineer Gaub suggested that this presentation may need to be made by County staff and asked for Committee direction.

Vice-Chair Peloza recommended the item be removed from the Matrix and instead schedule a County presentation on the levee system for a Committee of the Whole meeting. Chairman Osborne agreed.

<u>Item J – Regulatory Sign Visibility:</u> Assistant Director of Engineering Services/City Engineer Gaub explained that the LED lighting on traffic signals meets the standards for brightness and if drivers are having difficulty seeing the signs next to the lights it is more likely that the sign needs to be replaced. Maintenance and Operations has a program in place for 2014 to examine and replace the signs as needed.

Vice-Chair Peloza asked that "Green River Road Traffic Count Comparison to Others Selected Streets" be included on the matrix. Vice-Chair Peloza asked that a staff follow up on the night vision at the crosswalk on 320th Street be added to the matrix.
<u>Item A – Track Completed Projects:</u> Assistant Director of Engineering Services/City Engineer Gaub noted that the maps in the meeting room and Council Conference Room have been updated to show the 2013 Completed Project and 2014 Active Projects.

Utilities Engineer Repp stated that the SDC discussion will continue at the next Committee Meeting, in response to a question asked by Chairman Osborne.

K. Resolution No. 5039* (Hursh)
A Resolution of the City Council of the City of Auburn, Washington, Authorizing the Mayor to Execute a Contract with Washinton2 Advocates, LLC, for Consulting Services

Director of Administrative Services Hursh and the Committee discussed both Resolution No. 5039 and Resolution No. 5040 concurrently.

Director of Administrative Services Hursh distributed the 2013 Activities and 2014 Outlook reports provided by the consultants, Washinton2 Advocates, LLC and Thompson Consulting Group.

Hursh noted that a correction has been made to the contract with Washinton2 Advocates, LLC. The amount of the contract is reduced to $7,500.00.

Director of Administrative Services Hursh presented background information regarding the contract with both consultants.

The Committee, Mayor Backus, and Director of Administrative Services Hursh reviewed the 2013 Activities and 2014 reports.

Chairman Osborne spoke about his work as part the National League of Cities Transportation and Infrastructure and Services Committee.

The Committee supported adoption of Resolution No. 5039.

L. Resolution No. 5040* (Hursh) (Coleman)
A Resolution of the City Council of the City of Auburn, Washington, Authorizing the Mayor to Execute a Contract with Thompson Consulting Group for Consulting Services

Resolution No, 5040 was discussed concurrently with Resolution No. 5039. The Committee supported adoption of Resolution No. 5040.

V. ADJOURNMENT

There being no further business to come before the Public Works Committee, the meeting was adjourned at 5:45 p.m.

Approved this 3rd day of February, 2014.

______________________________ ______________________________

Wayne Osborne, Chairman | Jennifer Cusmir, Public Works Department Secretary

AGENDA BILL APPROVAL FORM

Agenda Subject:
January 21, 2014 Minutes

Date:
January 27, 2014

Department:
Administration

Attachments:
Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember: Wales

Staff:

Meeting Date: February 3, 2014

Item Number: FN.1

CITY OF AUBURN WASHINGTON	**Finance Committee** **January 21, 2014 - 5:00 PM** **Annex Conference Room 1** **MINUTES**

I. CALL TO ORDER

Chair Largo Wales called the meeting to order at 5:01 p.m. in Annex Conference Room 1 located on the second floor of the City Hall Annex located at One East Main Street.

A. Roll Call

Chair Wales, Vice Chair John Holman, and Member Yolanda Trout were present.

Officials and staff members in attendance during the meeting included: Mayor Nancy Backus, Director of Administration Michael Hursh, Finance Director Shelley Coleman, Assistant City Attorney Steve Gross, Director of Community Development and Public Works Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Transportation Manager Pablo Para, Sewer Utility Engineer Robert Elwell, Solid Waste and Recycling Supervisor Joan Nelson, and City Clerk Danielle Daskam.

B. Announcements

There was no announcement.

C. Agenda Modifications

Resolution Nos. 5039 and 5040 were added to the agenda for Committee action.

II. CONSENT AGENDA

A. Minutes of the January 6, 2014 regular meeting

Vice Chair Holman moved and Member Trout seconded to approve the minutes as distributed.

MOTION CARRIED UNANIMOUSLY. 3-0

B. 2013 Claims Vouchers (Coleman)
Claims voucher numbers 426877 through 427021 in the amount of $2,520,180.46 and dated January 21, 2014.

Committee members reviewed the 2013 and 2014 claims vouchers and the payroll vouchers.

Member Trout moved and Vice Chair Holman seconded to approve and forward the 2013 and 2014 claims vouchers and payroll vouchers to the full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 3-0

C. 2014 Claims Vouchers
Claims voucher numbers 426871 through 426873 and voucher numbers 427022 through 427120 in the amount of $2,768,339.58 and one wire transfer in the amount of $792.00 and dated January 21, 2014.

See 2013 claims vouchers above for approval of 2014 claims vouchers.

D. Payroll Vouchers
Payroll check numbers 534407 through 534455 in the amount of $949,606.03, electronic deposit transmissions in the amount of $1,257,913.93 for a grand total of $2,207,519.96 for the period covering January 2, 2014 to January 15, 2014.

See 2013 claims vouchers above for approval of payroll vouchers.

III. RESOLUTIONS

A. Resolution No. 5039
A Resolution of the City Council of the City of Auburn, Washington authorizing the Mayor to execute a contract with Washington2 Advocates, LLC, for consulting services.

Director of Administration Hursh presented Resolution Nos. 5039 and 5040 and distributed copies of the Washington2 Consulting and Thompson Smitch Consulting Group annual report of activities and outlook for the coming year.

Washington2 Advocates has performed lobbying efforts on the City's behalf and subcontracted some of the activities to Thompson Smitch. Thompson has been responsible for managing the local, state and regional lobbying while Washington2 Advocates has handled issues at the national level. Mr. Hursh noted the contract for Washington2 Advocates is in the amount of $7,500.00, and the contract with Thompson Consulting is in the amount of $11,000.00.

Some of the issues the local and national lobbying teams worked on in 2013 included: funding for the completion of SR167 and SR509 gateways project, effects of sequestration, monitoring the effects of the Violence Against Women Act, support for the Marketplace Fairness Act, monitoring the Water Resources

Development Act, support for the Maritime Goods Movement Act related to the Harbor Maintenance Tax, Veterans and Human Services Center funding, Amtrak station, City Council advocacy, M Street Overpass opening coordination, facilitating contacts between the City and Sound Transit, tracking federal funding, and monitoring state legislation.

Vice Chair Holman spoke in favor making the Harbor Maintenance Tax and the Maritime Goods Movement Act a priority in 2014.

Chair Wales suggested meeting with the lobbyists prior to or while at the National League of Cities Conference to coordinate the City's priorities and message.

Member Trout moved and Vice Chair Holman seconded to approve and forward Resolution No. 5039 to the full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 3-0

B. Resolution No. 5040
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a contract with Thompson Consulting Group for consulting services

Member Trout moved and Vice Chair Holman seconded to approve and forward Resolution No. 5040 to the full Council for consideration.

MOTION CARRIED UNANIMOUSLY. 3-0

IV. DISCUSSION ITEMS

A. November 2013 Financial Report (Coleman)

Finance Director Coleman presented the November 2013 Financial Report. The General Fund revenues exceed budget by $2.1 million and expenditures are less than budgeted.

Finance Director Coleman pointed out that through November 2013, the amount of sales tax collections from construction exceeds $1.7 million. Director Coleman also directed the Committee's attention to the charts regarding collection of real estate excise tax (REET) and noted the excise tax collection has exceeded budget estimates by approximately $800,000.00. There was brief discussion regarding the use of REET 1 and REET 2 revenue.

Director Coleman noted that the sewer operating loss has decreased compared to last year. Also, the Sewer Metro charges are now reported separately.

Director Coleman reported that requests for proposals for cemetery management are due Friday.

There was also brief discussion regarding the advantages of purchasing water supply from Tacoma.

B. Ordinance No. 6494 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, establishing the Local Sales and Use Tax Rate for Local Revitalization Financing for 2014

Ordinance No. 6494 levies the .022% sales tax credit against the state sales tax for local revitalization financing. The City is able to collect up to $250,000.00 annually to help service the debt for the Promenade capital improvements. The City is required to annually adopt an ordinance authorizing the levy of the sale tax credit.

In 2010, the City issued $7.24 million in bonds to fund capital improvements for the Promenade, plaza and parks.

Director Coleman reported the Ordinance will come before the full Council for adoption no later than the second meeting in February.

C. Resolution No. 5025 (Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the acceptance and appropriation of grant funds in the amount of thirty six thousand two hundred sixty four dollars ($36,264.00), and authorizing the Mayor to execute an Interlocal Agreement between King County and the City of Auburn to accept said funds for implementation of the 2014 Waste Reduction and Recycling grant program

Resolution No. 5025 authorizes an Interlocal Agreement with King County for the 2014 Waste Reduction and Recycling Grant Program. King County has appropriated $36,264.00 for the City to promote waste reduction and recycling to residents and schools.

D. Resolution No. 5026 (Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a Services Contract with the Seattle-King County Department of Public Health for reimbursement of funds related to 2014 local Hazardous Waste Management program activities

Resolution No. 5026 authorizes a contract with Seattle-King County Department of Public Health for the Local Hazardous Waste Management Program. King County has extended $21,578.99 for the City to promote the Neighborhood Natural Yard Care Program to one neighborhood and provide hazardous waste education to residents.

Three workshop presentations on natural yard care will be given to the North Auburn neighborhood. The program also funds hazardous waste education through a newsletter, flyers and other outreach methods.

E. Resolution No. 5032 (Coleman)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the City of Auburn to impose a Sales and Use Tax as authorized by RCW 82.14.415 as a credit against State Sales and Use Tax, relating to annexations

Resolution No. 5032 levies the .1% sales tax credit against the state sales tax for annexation of the Lea Hill area. The last year of the tax credit will be 2016.

F. Resolution No. 5027 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, Authorizing the Mayor to Execute an Amendment to the Sewer Franchise Agreement Between the City of Auburn and King County to operate, maintain and construct sewer mains, service lines and appurtenances in, over, along, and under County Roads

Sewer Utility Engineer Bob Elwell presented Resolution No. 5027, which authorizes an amendment to the sewer franchise agreement between the City and King County to operate, maintain, and construct sewer mains within county roads.

During the 2009 Comprehensive Sewer Plan, the City added an additional area to its sewer service area, which lies in unincorporated King County. The amendment updates the boundaries within which the agreement is affected. All other terms of the franchise agreement remain the same.

G. Resolution No. 5038 (Snyder)
A Resolution of the City Council of the City of Auburn, Washington, repealing Resolution No. 4826 regarding reduction of speeds on arterial street routes in the City

Transportation Manager Pablo Para presented Resolution No. 5038. In 2012, the City Council adopted Resolution No. 4826 to reduce the speed limits on certain arterials within the city in an effort to preserve City streets and provide for traffic safety. Staff recommends repealing Resolution No. 4826 as the reduction in speed limits did not accomplish the level of street preservation desired or significantly add to traffic safety.

H. City's Bond Rating

Finance Director Coleman presented notification from Standard & Poor's Ratings Services (S&P) that the City's bond rating has been raised to "AA+" from "AA" on the City's general obligation bonds.

S&P noted Auburn's economy, City management, budgetary flexibility and liquidity, and debt and contingent liability profile as strong.

I. Other Discussion

Chair Wales requested an opportunity to review the contract with the Auburn Symphony. Assistant City Attorney Gross reported the Parks, Arts and Recreation Department staff are working on a draft annual contract for the Symphony, which is under review by Legal.

Chair Wales requested that the contract include provisions for audit and performance expectations. Mayor Backus reported the proposed contract provides for various deliverables.

Chair Wales also requested that a future Finance Committee agenda include a discussion item relating to Council compensation, particularly a comparison with other cities.

V. ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 6:00 p.m.

APPROVED this ____ day of February, 2014.

Largo Wales, Chair	Danielle Daskam, City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
January 22, 2014

Date:
January 30, 2014

Department:
Administration

Attachments:
Agenda

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: February 3, 2014

Item Number: CC.1

CITY OF AUBURN WASHINGTON

Les Gove Community Campus
January 22, 2014 - 5:00 PM
Annex Conference Room 2
AGENDA

I. CALL TO ORDER

A. Roll Call

B. Announcements

C. Agenda Modifications

II. CONSENT AGENDA

A. Minutes - December 4, 2013* (Tate)
Les Gove Community Campus Committee to approve the minutes from the December 4, 2013 Les Gove Community Campus meeting as written.

III. DISCUSSION ITEMS

A. Update of Architectural Drawings for Construction Bid (Tate)
Progress report and schedule, including the plan for clarifying interior lighting specifications.

B. Campus Security Plan (Faber)

C. Citizens Survey (Faber)

D. Neighborhood Planning Meeting Format (Tate)
Discuss meeting content outline with desired outcomes and schedule.

E. Traffic Analysis Progress (Faber)
Discuss vehicles and movement, Campus internal circulation and Deal's Way closure.

F. Review Project Budget Items Not Currently in Construction Contract (Thomas)
Items such as storage carts, interior and exterior furniture, fixtures, signage, art stage, kitchen appliances & utensils, landscaping, etc.

G. Action Tracking Matrix* (Wagner)

IV. 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 21, 2014 regular meeting

Date:
January 27, 2014

Department:
Administration

Attachments:
Minutes

Budget Impact:
$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: February 3, 2014

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Meeting** **January 21, 2014 - 7:30 PM** **Auburn City Hall** **MINUTES**

I. CALL TO ORDER

A. Flag Salute

Mayor Nancy Backus called the meeting to order at 7:30 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

City Councilmembers present: Deputy Mayor Wagner, Bill Peloza, Largo Wales, Wayne Osborne, John Holman, Claude DaCorsi, and Yolanda Trout.

Department Directors and staff members present: Chief of Police Bob Lee, Director of Community Development and Public Works Kevin Snyder, IT Operations Manager Ashley Riggs, Parks, Arts and Recreation Director Daryl Faber, Economic Development Manager Doug Lein; Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Community Development Services Jeff Tate, Interim Director of Human Resources and Risk Management Rob Roscoe, Director of Administration Michael Hursh, Public Affairs and Marketing Liaison Dana Hinman, and City Clerk Danielle Daskam.

C. Announcements, Appointments, and Presentations

1. Planning Commission
   City Council to approve the reappointment of the following Planning Commission members for a new three year term to expire December 31, 2016:

   1. Robert Baggett
   2. Ron Copple
   3. Joan Mason

   Deputy Mayor Wagner moved and Councilmember Peloza seconded for confirm the reappointment of Planning Commission Members Baggett, Copple and Mason to new three year terms expiring December 31, 2016.

   MOTION CARRIED UNANIMOUSLY. 7-0

2. Arts Commission

City Council to approve the reappointment of the following Arts Commission members for a new three year term to expire December 31, 2016:

1. DeNae McGee
2. Ronalee Schwend
3. Colleen Maloney

City Council to approve four new appointments to the Arts Commission for a three term to expire December 31, 2016:

1. Donna M. Smart
2. Feney O. Perez
3. Jan G. Jensen
4. Charlotte Gollnick

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the reappointment of Arts Commission Members McGee, Schwend, and Maloney to new three year terms expiring December 31, 2016.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the appointment of Donna Smart, Feney Perez, Jan Jensen and Charlotte Gollnick to the Arts Commission for three year terms expiring December 31, 2016.

MOTION CARRIED UNANIMOUSLY. 7-0

3. Airport Board
City Council to approve the reappointment of Mark Babcock for a new three year term to expire December 31, 2016.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to confirm the reappointment of Mark Babcock to the Airport Advisory Board for a three year term expiring December 31, 2016.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Agenda Modifications

Resolution Nos. 5039 and 5040 were added to the agenda.

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing was scheduled for this evening.

B. Audience Participation

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

Jon Lindenauer, 2916 58th Pl S, Auburn
Mr. Lindenauer, representing No North Auburn Garbage Site Citizens Group, stated the comment period for the Metro King County Solid Waste Transfer Station Plan Review will end February 3, 2014. Mr. Lindenauer urged Mayor Backus and the City Council to submit a statement requesting further study of the entire plan of transfer stations county-wide. Mr. Lindenauer expressed opposition to building a new solid waste transfer station anywhere in Auburn and recommended the remodel of the existing Algona transfer station. Mr. Lindenauer submitted a written copy of his comments together with a copy of a joint comment letter from the cities of Kenmore, Redmond, Shoreline and Woodinville to King County Department of Natural Resources and Parks dated November 1, 2013.

Cindy Flanagan, 6012 S 298th Place, Auburn
Ms. Flanagan spoke on behalf of members of the No North Auburn Garbage Site Citizens Group. Ms. Flanagan reported at the January 10th Metro Solid Waste Management Advisory Committee meeting, King County Solid Waste reported that 43 sources reported that there was significant interest in considering strategies that would allow not building a northeast station. At the meeting, no comments were made regarding South King County. Ms. Flanagan requested that the City's representative on the King County Regional Policy Committee speak on behalf of the City and the No North Auburn Garbage Site Citizens Group and express opposition to the proposed sites in South King County. Ms. Flanagan submitted a written copy of her comments.

C. Correspondence

There was no correspondence for Council review.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

Chair Peloza reported the Municipal Services Committee met January 13, 2014. The Committee reviewed Resolution No. 5021 authorizing an agreement with Golf Now, LLC for reservations, point of sale and marketing software for the Auburn Golf Course. The Committee also discussed animal control and rescue, the shopping cart program, pet licensing, Resolution No. 5025 accepting a grant for waste reduction and recycling, Resolution No. 5026 accepting funds from King County for the Local Hazardous Waste Management Program, and the Committee's project matrix. The next regular meeting of the Municipal services Committee is scheduled for January 27, 2014.

B. **Planning & Community Development**

Chair Holman reported the Planning and Community Development Committee met January 13, 2014. The Committee reviewed Project No. CP0746, the Mill Creek Wetland 5K Restoration Project consultant agreement with Maul Foster & Alongi, Inc., Resolution No. 5031 related to the Comprehensive Downtown Parking Management Plan, Resolution No. 5029 approving a Purchase and Sale Agreement with John Rice for a small tract of land to be used for the Fenster Nature Park located on 2nd Street SE east of V Street SE, and Resolution No. 5030 approving an Interlocal Agreement related to Pierce County Countywide Planning Policies. The Committee also discussed Kent School District impact fees, Resolution No. 5013 setting a date for a public hearing on a Franchise Agreement with T-Mobile West, Resolution No. 5018 authorizing a renewal of a Public Way Agreement with MCI Communications Services, and a comparison of construction permits, commercial construction valuation, business licenses, real estate excise tax collections, and sales tax revenue from 2012 to 2013. Chair Holman displayed a slide of the construction permits, business license and tax revenue comparison reflecting an increase in economic activity. The next regular meeting of the Planning and Community Development Committee is scheduled for January 27, 2014.

C. **Public Works**

Chair Osborne reported the Public Works Committee met earlier this afternoon. The Committee reviewed a right-of-way use permit for the Downtown Association for a wellness fair and a right-of-way permit for the Seventh Day Adventist Academy for a half marathon on June 13, 2014. The Committee also reviewed Public Works Project CP1322, the Annual Traffic Signal Improvements; a change order for Public Works Project CP1120, the Lea Hill Safe Routes to School Project; Resolution No. 5013 setting the date for a public hearing on a Franchise Agreement with T-Mobile West, Resolution No. 5018 authorizing the renewal of Public Way Agreement with MCI Communications, Resolution No. 5027 authorizing an amendment to the Sewer Franchise Agreement with King County, and Resolution No. 5038 repealing Resolution No. 4826 to restore speed limits on certain arterials in the city. The Committee discussed the November 2013 Financial Report, Resolution No. 5032 relating to the sales tax credit for the Lea Hill annexation mitigation, Ordinance No. 6494 relating to the Local Sales and Use Tax for Local Revitalization Financing, Consultant Agreement No. AG-C-449 with Maul Foster & Alongi, Resolution No. 5030 relating to Countywide Planning Policies, Resolution No. 5029 authorizing a Purchase and Sale Agreement with John Rice, the Downtown Parking Management Plan, utility system development charges, the capital project status report, significant infrastructure projects by other entities, Resolution No. 5039 authorizing a consultant agreement with Washington2 Advocates, and Resolution No. 5040 authorizing a consultant agreement with Thompson Group. The next regular meeting of the Public Works Committee is scheduled for February 3, 2014.

D. **Finance**

Chair Wales reported the Finance Committee met this evening at 5:00. The Committee reviewed and approved 2013 claims vouchers in the amount of approximately $2.5 million, 2014 claims vouchers in the amount of nearly $2.8 million, and payroll vouchers in the approximate amount of $2.2 million. The Committee also reviewed the November 2013 Financial Report, Ordinance No. 6494 relating to Local Revitalization Financing, Resolution No. 5025 accepting a grant for the Waste Reduction and Recycling Program, Resolution No. 5026 accepting King County funds for the Local Hazardous Waste Program, Resolution No. 5032 levying a sales tax credit for annexation mitigation, amendment of the King County Sewer Franchise Agreement, and Resolution No. 5038 repealing Resolution No. 4826 and restoring the speed limits on certain arterials. The Committee also received a report from Standard & Poor's Rating Service announcing the City's bond rating was increased from "AA" to "AA+". Standard & Poor noted Auburn's economy, City management, and budgetary flexibility and liquidity as strong. The next regular meeting of the Finance Committee is scheduled for February 3, 2013 at 5:00 p.m.

E. **Les Gove Community Campus**

The next regular meeting of the Les Gove Community Campus meeting is scheduled for Wednesday, January 22, 2014, at 5:00 p.m.

F. **Council Operations Committee**

The Council Operations Committee has not met since the last City Council meeting.

IV. **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 6, 2014 regular meeting

B. 2013 Claims Vouchers (Wales/Coleman)
Claims voucher numbers 426877 through 427021 in the amount of $2,520,180.46 and dated January 21, 2014.

C. 2014 Claims Vouchers (Wales/Coleman)
Claims voucher numbers 426871 through 426873 and voucher numbers 427022 through 427120 in the amount of $2,768,339.58 and one wire transfer in the amount of $792.00 and dated January 21, 2014.

D. Payroll Vouchers (Wales/Coleman)
Payroll check numbers 534407 through 534455 in the amount of $949,606.03, electronic deposit transmissions in the amount of $1,257,913.93 for a grand total of $2,207,519.96 for the period covering January 2, 2014 to January 15, 2014.

E. Project No. CP0746 (Holman/Tate)
City Council to approve consultant services agreement AG-C-449 with Maul Foster & Alongi, Inc. for environmental and real estate services for Project No. CP0746 Mill Creek Wetland 5K Restoration

F. Public Works Project No. CP1120 (Osborne/Snyder)
City Council to approve Change Order No. 02 in the amount of $35,769.77 to Contract No. 13-07 for work on Project No. CP1120 Lea Hill Safe Routes to School

Deputy Mayor Wagner moved and Councilmember Peloza seconded to adopt the Consent Agenda.

Deputy Mayor Wagner spoke in favor of the Consent Agenda, which includes claims and payroll vouchers and project related items.

MOTION CARRIED UNANIMOUSLY. 7-0

V. UNFINISHED BUSINESS

There was no unfinished business.

VI. NEW BUSINESS

A. Ratification of Resolution No. 5017 (Wagner/Heid)
A Resolution of the City Council of the City of Auburn, Washington, repealing Resolution No. 5893 passed December 17, 2012, and designating the members, powers, duties and meeting times and day of all standing committees of the City Council of the City of Auburn and designating the Deputy Mayor

Deputy Mayor Wagner moved and Councilmember Peloza seconded to ratify Ordinance No. 5017, which was adopted by the City Council on December 16, 2013.

MOTION CARRIED UNANIMOUSLY. 7-0

VII. RESOLUTIONS

A. Resolution No. 5013 (Osborne/Snyder)
A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider a Franchise Agreement with T-Mobile West LLC

Councilmember Osborne moved and Councilmember Peloza seconded to adopt Resolution No. 5013.

Resolution No. 5013 sets the date for a public hearing on the application from T-Mobile West for a telecommunications franchise.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5018 (Osborne/Snyder)
A Resolution of the City Council of the Auburn, Washington, authorizing the renewal of Public Way Agreement 08-03 and amending the terms to the agreement with MCI Communications

Councilmember Osborne moved and Councilmember Peloza seconded to adopt Resolution No. 5018.

Resolution No. 5018 authorizes the renewal of an existing Public Way Agreement with MCI Communications.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5021 (Peloza/Faber)
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 Golf Now, LLC for reservations, point of sale, and marketing software services related to the Auburn Municipal Golf Course

Councilmember Peloza moved and Councilmember Osborne seconded to adopt Resolution No. 5021.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Resolution No. 5027 (Osborne/Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an amendment to the Sewer Franchise Agreement between the City of Auburn and King County to operate, maintain and construct sewer mains, service lines and appurtenances in, over, along, and under County roads

Councilmember Osborne moved and Councilmember Peloza seconded to adopt Resolution No. 5027.

MOTION CARRIED UNANIMOUSLY. 7-0

E. Resolution No. 5029 (Holman/Tate)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor and City Clerk to execute a Purchase and Sale agreement between the City of Auburn and John Rice

Councilmember Holman moved and Councilmember Wales seconded to adopt Resolution No. 5029.

Resolution No. 5029 authorizes property acquisition related to the Fenster Levy Setback Project.

MOTION CARRIED UNANIMOUSLY. 7-0

F. Resolution No. 5030 (Holman/Tate)
A Resolution of the City Council of Auburn, Washington, approving and authorizing execution of an interlocal agreement with Pierce County, thereby amending the Pierce County Countywide Planning Policies for Centers of Local Importance

Councilmember Holman moved and Councilmember Wales seconded to adopt Resolution No. 5030.

Resolution No. 5030 ratifies amendments to the Pierce County Countywide Panning Policies, including the designation of the Pierce County portion of Auburn as a Center of Local Importance.

MOTION CARRIED UNANIMOUSLY. 7-0

G. Resolution No. 5034 (Wagner/Heid)
A Resolution of the City Council of the City of Auburn, Washington, amending Resolution No. 5017 passed December 16, 2013 relating to the standing committees of the City Council of the City of Auburn

Deputy Mayor Wagner moved and Councilmember Peloza seconded to adopt Resolution No. 5034.

Deputy Mayor Wagner moved and Councilmember Peloza seconded to amend Section 1, item F, to change the day and time of the Council Operations Committee to 4:00 p.m. on the fourth Wednesday of each month.

MOTION CARRIED UNANIMOUSLY. 7-0

MOTION TO ADOPT RESOLUTION NO. 5034, AS AMENDED, CARRIED UNANIMOUSLY. 7-0

H. Resolution No. 5038 (Osborne/Snyder)
A Resolution of the City Council of the City of Auburn, Washington, repealing Resolution No. 4826 regarding reduction of speeds on arterial street routes in the city

Councilmember Osborne moved and Councilmember Peloza seconded to adopt Resolution No. 5038.

Councilmember Osborne stated the City Council passed Resolution No. 4826 in 2012 for the purpose of reducing speed limits on certain arterials to preserve city streets. Staff reports the reduction in speed limits did not accomplish the level of street preservation desired and recommends restoring the speed limits of certain arterials.

Councilmember Peloza spoke in favor of Resolution No. 5038.

MOTION CARRIED UNANIMOUSLY. 7-0

I. Resolution No. 5039
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a contract with Washington2 Advocates, LLC, for consulting services

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5039.

Councilmember Wales spoke in favor of Resolution No. 5039, which authorizes a consulting services agreement for lobbying efforts on behalf of the City.

Councilmember Peloza spoke in favor of Resolution No. 5039.

MOTION CARRIED UNANIMOUSLY. 7-0

J. Resolution No. 5040
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a contract with Thompson Consulting Group for consulting services

Councilmember Wales moved and Councilmember Holman seconded to adopt Resolution No. 5040.

Councilmember Wales reported that the firm of Thompson Group has managed the local, state, and regional lobbying efforts for the City in the past, and Resolution No. 5040 continues the relationship with the consulting group.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. REPORTS

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

A. From the Council

Deputy Mayor Wagner reported on his attendance at the Auburn Arts Commission meeting, the South County Chambers of Commerce Legislative Coalition meeting, and the Junior City Council meeting held earlier this evening.

Councilmember Trout reported on her attendance at the Puget Sound

Regional Council workshop for newly elected officials, the Sound Cities Association breakfast for elected women, and the Auburn Senior Center coffee hour.

Councilmember Osborne reported on his attendance at the Law Enforcement and Fire Fighters Retirement/Disability (LEOFF) Board meeting, the South Sound Chambers of Commerce Legislative Coalition meeting, King County Councilmember Peter von Reichbauer's Good Eggs Breakfast, the Regional Transit Committee meeting, the Sound Cities Association Board and Joint Committee meetings, Economic Development Conference hosted by the Seattle-King County Economic Development Council, a meeting of a coalition of suburban cities to discuss regional transit issues, and the Auburn Area Chamber of Commerce luncheon.

Councilmember Peloza reported on his attendance at the Sister Cities International Committee meeting, the South Sound Chamber of Commerce Legislative Coalition meeting, the Auburn Airport Advisory Board meeting, and the King Conservation District's tour of Mary Olson Farm.

Councilmember Holman reported on his attendance at the Seattle-King County Economic Development Council Annual Economic Forecast Conference and the Church of Jesus Christ of Latter-day Saints Stake Conference in Auburn.

Councilmember Wales reported on her attendance at the Pierce County Regional Council meeting, the Auburn Area Chamber of Commerce luncheon, and the Seattle-King County Economic Development Council Economic Forecast meeting.

Councilmember DaCorsi reported on his attendance at the South County Chambers of Commerce coalition breakfast, King County Councilmember Peter von Reichbauer's Good Eggs Breakfast, the Sound Cities Association workshop for newly elected officials, and the Association of Washington Cities training relating to executive sessions.

B. From the Mayor

Mayor Backus welcomed back to the City, Kevin Snyder, as the new Director of Community Development and Public Works.

Mayor Backus reported that she continues to meet with departments and employee groups. Mayor Backus also reported on her attendance at the Committee to End Homelessness Legislative breakfast meeting, the Auburn Area Chamber of Commerce Career Day where she provided the welcome for the students, the Comcast Newsmakers interview, the press conference held by King County Executive Dow

Constantine on the King County Transportation Benefit District, the Sound Cities Association Board of Directors meeting, and the Sound Cities Association Women's Leadership breakfast. Mayor Backus was also on hand at the Washington State Department of Labor and Industries' presentation of the prestigious Voluntary Protection Program Star designation to USG Corporation in recognition of their health and safety program. The Auburn USG manufacturing plant has operated for 3,000 days without a lost time injury. Mayor Backus announced she will participate in the one night count to identify the number of homeless in the Auburn community.

IX. EXECUTIVE SESSION

At 8:57 p.m., Mayor Backus recessed the meeting to executive session for approximately fifteen minutes to discuss potential litigation per RCW 42.30.110 (1)(i). Mayor Backus indicated possible action by the Council may follow the executive session. Department Directors and staff required for the executive session included Assistant City Attorney Steve Gross, Interim Human Resources and Risk Management Director Rob Roscoe, Finance Director Shelley Coleman, and Assistant Director of Engineering Services/City Engineer Ingrid Gaub.

Mayor Backus reconvened the meeting at 9:14 p.m.

Assistant City Attorney Gross read the title of Resolution No. 5028:

Resolution No. 5028

A Resolution of the City Council of the City of Auburn, Washington, authorizing Notice of Planned Final Action regarding City of Auburn use of eminent domain proceedings.

Councilmember Osborne moved and Councilmember Peloza seconded to adopt Resolution No. 5028.

Resolution No. 5028 gives notice of the City's intent to employ potential eminent domain proceedings for City Project CP1119, Auburn Way South Corridor Improvements - Fir Street to Hemlock Street.

MOTION CARRIED UNANIMOUSLY. 7-0

X. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 9:15 p.m.

APPROVED this ______ day of February, 2014.

Nancy Backus, Mayor

Danielle Daskam, City Clerk

AGENDA BILL APPROVAL FORM

Agenda Subject:
2013 Claims Vouchers

Date:
January 27, 2014

Department:
Administration

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

Claims voucher numbers 427123 through 427201 in the amount of $703,843.27 and dated February 3, 2014.

Reviewed by Council Committees:

Finance

Councilmember:	Wales	**Staff:**	Coleman
Meeting Date:	February 3, 2014	**Item Number:**	CA.B

AGENDA BILL APPROVAL FORM

Agenda Subject:
2014 Claims Vouchers

Date:
January 30, 2014

Department:
Administration

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve the claims vouchers.

Background Summary:

Claims voucher numbers 427121 through 427122 and voucher numbers 427127 through 427352 in the amount of $902,658.18 and dated February 3, 2014.

Reviewed by Council Committees:

Finance

Councilmember: Wales
Staff: Coleman
Meeting Date: February 3, 2014
Item Number: CA.C

CITY OF AUBURN WASHINGTON

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers

Date:
January 27, 2014

Department:
Administration

Attachments:
No Attachments Available

Budget Impact:
$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 534456 through 534490 in the amount of $275,969.29, and electronic deposit transmissions in the amount of $1,312,418.76, for a grand total of $1,588,388.05 for period covering January 16, 2014 to January 29, 2014.

Reviewed by Council Committees:

Finance

Councilmember: Wales

Staff: Coleman

Meeting Date: February 3, 2014

Item Number: CA.D

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Works Project No. CP0912

Date:
January 27, 2014

Department:
Public Works

Attachments:
Budget Status Sheet
Final Pay Estimate
Vicinity Maps

Budget Impact:
$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 4 for Contract No. 13-03 in the amount of $3,718.60 and accept construction of Project No. CP0912 Citywide Guardrail Improvements.

Background Summary:

This project consisted of furnishing and installing nearly 10,000 linear feet of guardrail along Kersey Way/R Street SE, Mountain View Drive SW, and Green River Road SE including guardrail terminals and transition sections. This project also included removal and construction of asphalt concrete pavement, removal and construction of cement concrete flatwork, new signage, pavement striping, and fencing to accommodate the new guardrail.

A project budget contingency of $63,391.00 remains in the 102 (Arterial Street) fund.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne
Staff: Snyder
Meeting Date: February 3, 2014
Item Number: CA.E

BUDGET STATUS SHEET

Project No: CP0912	Project Title: Citywide Guardrail Improvements

Project Manager: Matthew Larson

Initiation Date: 4/1/2013
Advertisement Date: 7/30/2013
Award Date: 9/3/2013

- ○ **Project Initiation**
- ○ **Mid Year**
- ○ **Contract Award**
- ○ **Change Order Approval**
- ◉ **Contract Final Acceptance**

Date: January 27, 2013

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2013	2014	Future Years	Total
102 Fund - Unrestricted		50,000			50,000
102 Fund - Federal Grant		502,275			502,275
Total	0	552,275	0	0	552,275

Estimated Cost (Funds Needed)

Activity	Prior Years	2013	2014	Future Years	Total
Design Engineering - City Costs		36,661			36,661
Construction Contract Bid		381,776	3,719		385,495
Line Item Changes			38,553		38,553
**Construction Engineering - Utility Costs			(15,272)		(15,272)
Construction Engineering - City Costs		38,447	5,000		43,447
Total	0	456,884	32,000	0	488,884

***Agreement with utility companies to cover construction costs to vactor excavate guardrail post holes in lieu of relocating utility facilities that were in conflict with the project improvements.*

102 Arterial Street Budget Status

	Prior Years	2013	2014	Future Years	Total
*102 Funds Budgeted ( )	0	(552,275)	0	0	(552,275)
102 Funds Needed	0	456,884	32,000	0	488,884
***102 Fund Project Contingency ( )**	**0**	**(95,391)**	**0**	**0**	**(63,391)**
102 Funds Required	**0**	**0**	**32,000**	**0**	**0**

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	One Year Warranty Bond (Not FHWA Eligible)	1	1		LS	195.00	$ 195.00	$ -	100%
2	SPCC Plan	1	1		LS	685.00	$ 685.00	$ -	100%
3	Utility Potholing	10	0		EA	65.00	$ -	$ -	0%
4	Mobilization	1	1		LS	9050.00	$ 9,050.00	$ -	100%
5	Traffic Control Labor (Min. Bid $38.00 Per Hour)	720	793.5		HR	40.45	$ 32,097.08	$ -	110%
6	Traffic Control Supervisor	1	1		LS	10761.40	$ 10,761.40	$ -	100%
7	Clearing and Grubbing	1	1		LS	1995.00	$ 1,995.00	$ -	100%
8	Removal of Structures and Obstructions	1	1		LS	4975.00	$ 4,975.00	$ -	100%
9	Removal of Asphalt Pavement	70	48.6	7.9	SY	22.35	$ 1,086.21	$ 176.57	69%
10	Removal of Cement Concrete Flatwork	6	25.18		SY	67.05	$ 1,688.32	$ -	420%
11	Remove and Reset Wood Rail Fence	12	12		LF	58.20	$ 698.40	$ -	100%
12	Gravel Base	20	0		TON	75.50	$ -	$ -	0%
13	Crushed Surfacing Top Course	28	73.92		TON	107.95	$ 7,979.66	$ -	264%
14	Commercial HMA	48	46.59		TON	182.65	$ 8,509.66	$ -	97%
15	Temporary Water Pollution/Erosion Control	1	0		EST	3000.00	$ -	$ -	0%
16	Topsoil Type A	2	1.5		CY	113.95	$ 170.93	$ -	75%
17	Lawn Sod	20	10.7		SY	75.80	$ 811.06	$ -	54%
18	Roadside Restoration	1	2.423	0.223844	EST	5000.00	$ 12,115.16	$ 1,119.22	242%
19	Cement Conc. Traffic Curb and Gutter	30	33.1	3.6	LF	64.70	$ 2,141.57	$ 232.92	110%
20	Removing Guardrail	1741	1714.5	427	LF	4.40	$ 7,543.80	$ 1,878.80	98%
21	Beam Guardrail Type 31, 6 Ft. Long Post	6220	6975.5		LF	23.90	$ 166,714.45	$ -	112%
22	Beam Guardrail Type 31, 8 Ft. Long Post	604	1712		LF	27.05	$ 46,309.60	$ -	283%
23	Beam Guardrail Type 31, 11 Ft. Long Post	1643	350		LF	33.20	$ 11,620.00	$ -	21%
24	Type-4 Guardrail Transition Section	4	4		EA	925.70	$ 3,702.80	$ -	100%
25	Non-Flared Guardrail Terminal	33	29		EA	1945.00	$ 56,405.00	$ -	88%
26	Beam Guardrail Anchor Type 10	4	5		EA	670.00	$ 3,350.00	$ -	125%
27	Buried Guardrail Terminal	30	31.5		LF	87.30	$ 2,749.95	$ -	105%
28	Excavation of Guardrail Post by Vactor Truck	250	251		EA	63.90	$ 16,038.90	$ -	100%
29	Cement Concrete Sidewalk	22	23.97	-1.21	SY	111.40	$ 2,670.26	$ (134.79)	109%
30	Detectable Warning	16	24		SF	52.30	$ 1,255.20	$ -	150%
31	Permanent Signing	1	1		LS	321.40	$ 321.40	$ -	100%
32	Profiled Plastic Line	60	89		LF	57.65	$ 5,130.85	$ -	148%
33	Paint Line	500	1125		LF	2.40	$ 2,700.00	$ -	225%
CO-1	Quantity Increase on Bl#'s 20 & 21								
CO-2	Vehicle Detection System Complete	0	0	-1	LS	2130.00	$ -	$ (2,130.00)	0%
CO-2	Vehicle Detection System Complete	1	1	1	LS	2575.89	$ 2,575.89	$ 2,575.89	100%

SCHEDULE TOTAL $ 3,718.60

Period Dates
Begin: Dec. 21, 2013
End: Dec 31, 2013

PAY ESTIMATE #4 & FINAL

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
SCHEDULE A: Guardrail Improvements					
Contract Sales Tax Not Applicable No Retainage Withheld	$ 385,494.50	$ 2,575.89	$ 424,047.54	$ 3,718.60	109%
SCHEDULE TOTAL	**$ 385,494.50**	**$ 2,575.89**	$ 424,047.54	$ 3,718.60	

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)	$ 424,047.54	
TOTAL PAYMENT TO CONTRACTOR	$ 424,047.54	$ 3,718.60
PAYMENT DUE CONTRACTOR:		$ 3,718.60

Period Dates
Begin: Dec. 21, 2013
End: Dec 31, 2013

PAY ESTIMATE #4 & FINAL

CONTRACTOR:
Peterson Brothers, Inc
2008 East Valley Highway E
Sumner, WA, 98390
Phone: 253-863-8136

The undersigned has reviewed and approved this final pay estimate. I agree that it is a true and correct statement showing all monies due me from the City of Auburn under this contract; that I have carefully examined the final pay estimate estimate and understand it and that I hereby release the City of Auburn from any and all claims of whatsoever nature which I may have, arising out of this contract, which are not set forth in this estimate.

PAYMENT DUE TO CONTRACTOR = $ 3,718.60

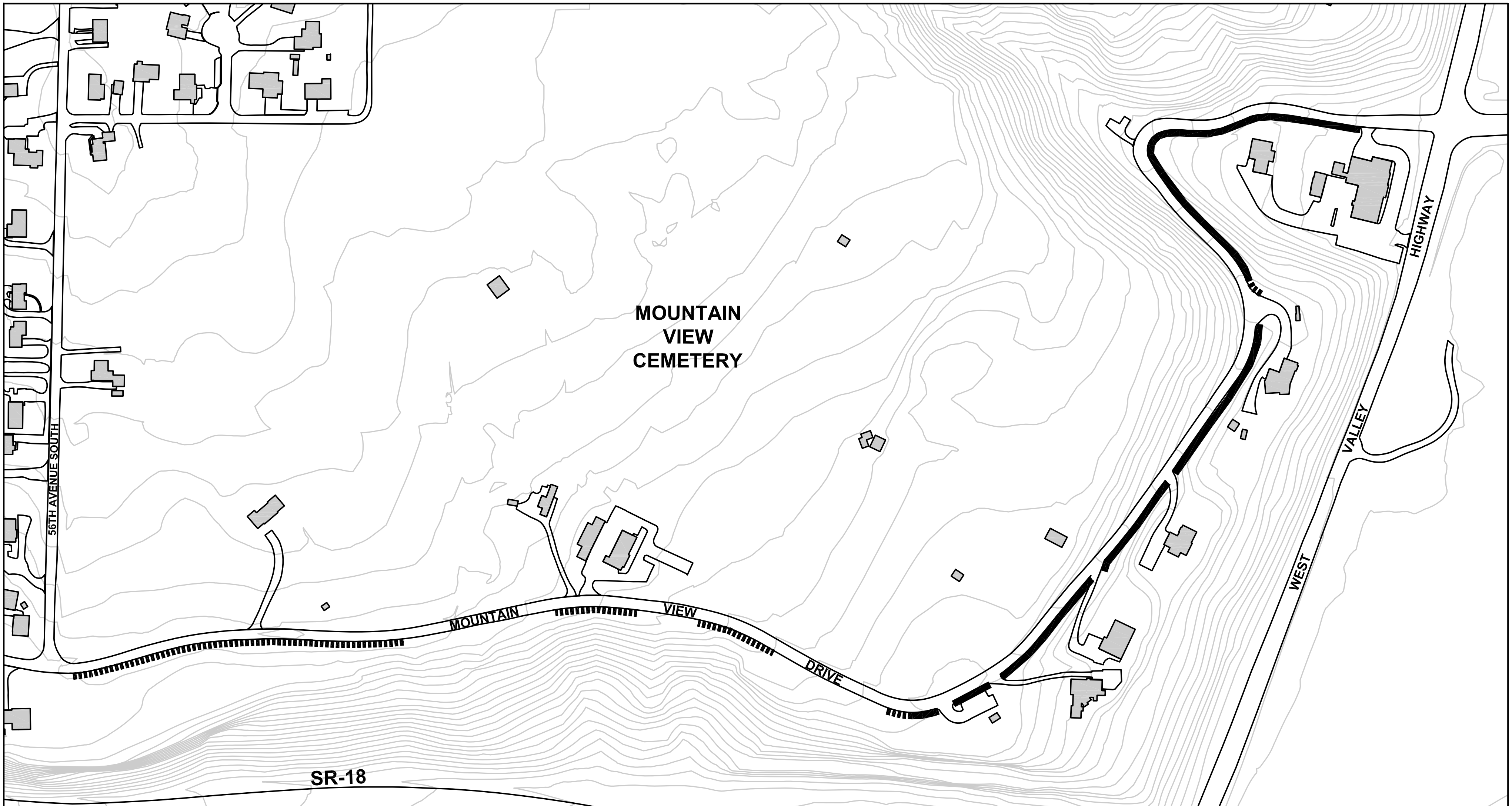
Signatures:

Contractor ______________________ Date 1/23/2014

Inspector David B. Rock Date 1/23/14

Project Manager ______________________ Date 1/23/2014

City Engineer ______________________ Date ____________



MOUNTAIN VIEW DRIVE

VICINITY MAP 1 of 4

NEW GUARDRAIL

EXISTING GUARDRAIL (TO REMAIN)

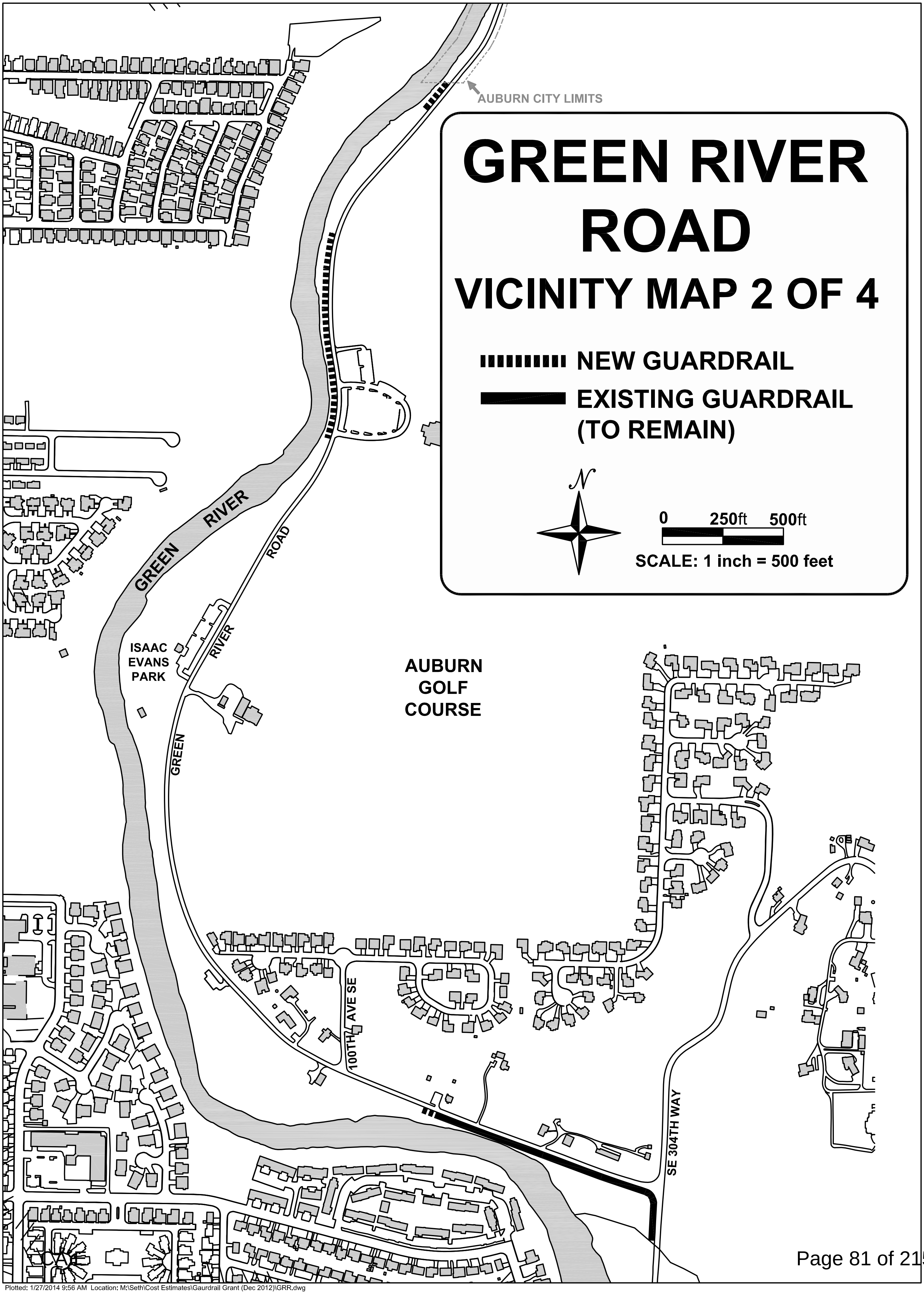
0 150ft 300ft

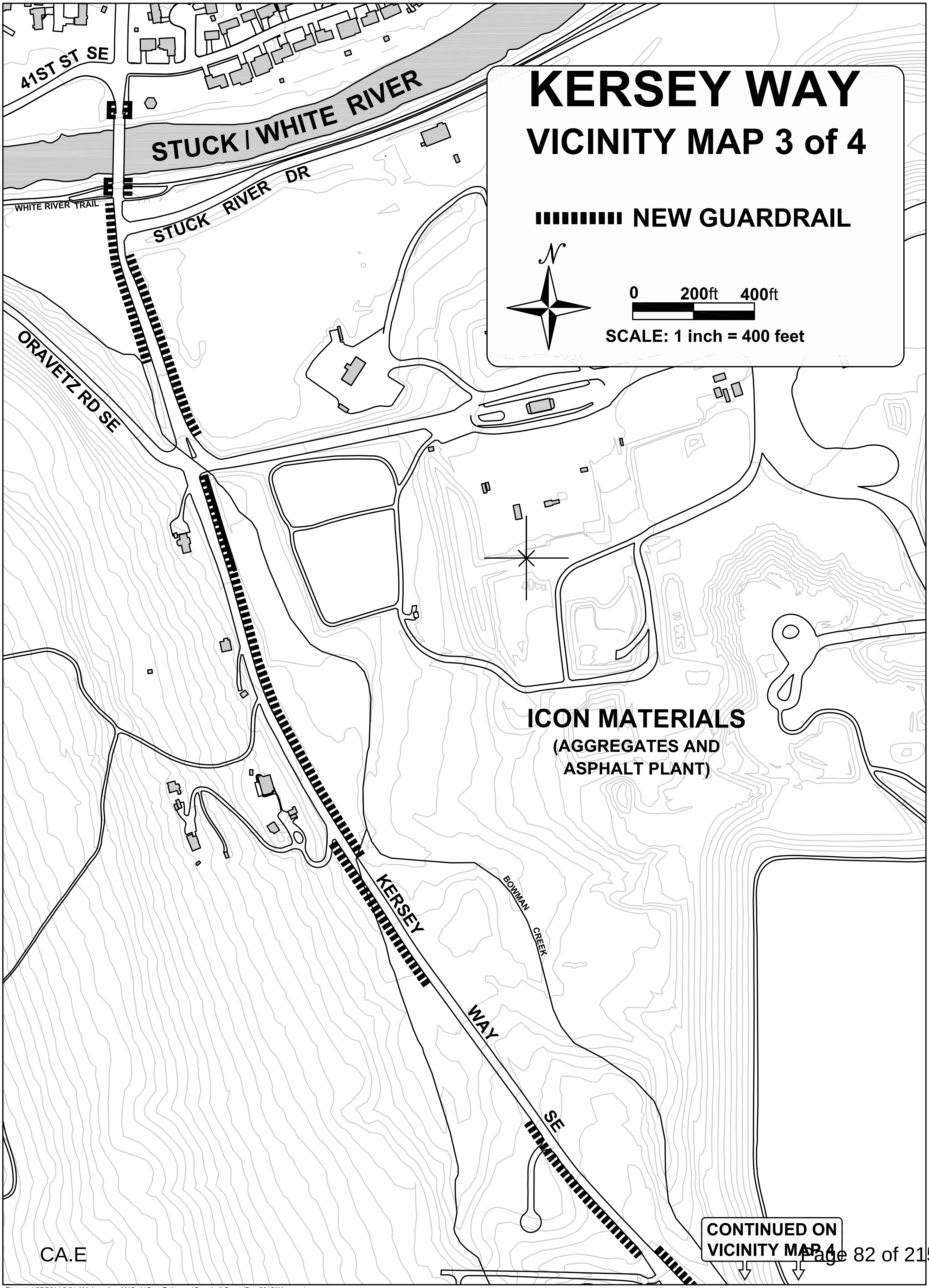
SCALE: 1 inch = 300 feet

CA.E

N

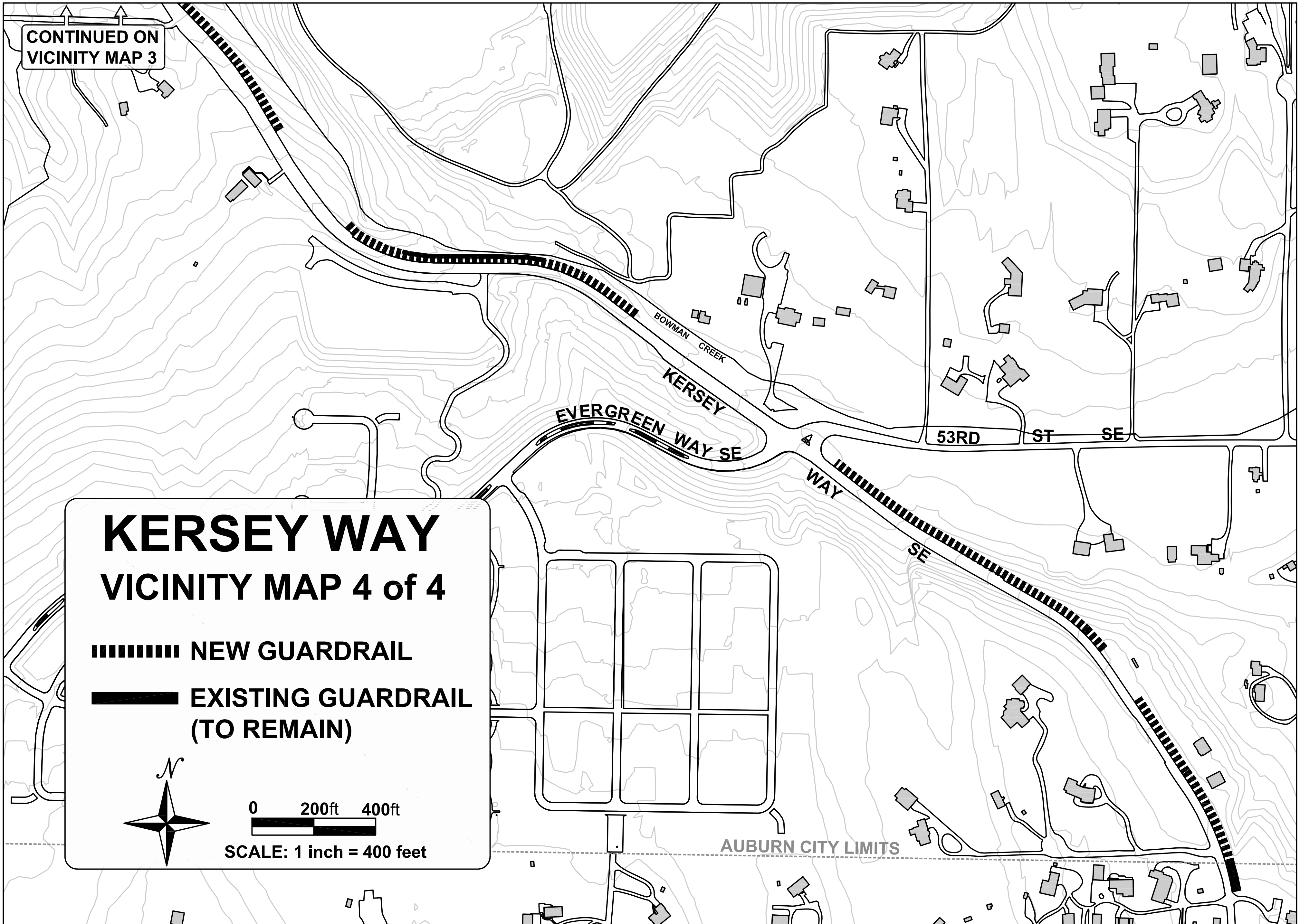
Plotted: 1/27/2014 9:57 AM Location: M:\Seth\Cost Estimates\Gaurdrail Grant (Dec 2012)\Mt View.dwg


GREEN RIVER ROAD
VICINITY MAP 2 OF 4
NEW GUARDRAIL
EXISTING GUARDRAIL (TO REMAIN)
N
0
250ft
500ft
SCALE: 1 inch = 500 feet
AUBURN CITY LIMITS
GREEN RIVER
ROAD
RIVER
GREEN
ISAAC EVANS PARK
AUBURN GOLF COURSE
100TH AVE SE
SE 304TH WAY



CA.E

Plotted: 1/27/2014 9:51 AM Location: M:\Seth\Cost Estimates\Gaurdrail Grant (Dec 2012)\Kersey.dwg



CONTINUED ON VICINITY MAP 3
KERSEY WAY
VICINITY MAP 4 of 4
NEW GUARDRAIL
EXISTING GUARDRAIL (TO REMAIN)
N
0
200ft
400ft
SCALE: 1 inch = 400 feet
BOWMAN CREEK
KERSEY
EVERGREEN WAY SE
53RD ST SE
WAY
SE
AUBURN CITY LIMITS

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Works Project No. CP1301

Date:
January 27, 2014

Department:
Public Works

Attachments:
Budget Status Sheet
Vicinity Map

Budget Impact:
$0

Administrative Recommendation:

City Council award Contract No. 13-20, to Trinity Contractors, Inc on their low bid of $184,265.00 for Project No. CP1301, 2013 Citywide Sidewalk Repair Project.

Background Summary:

The 2013 Citywide Sidewalk Repair Project will repair approximately 1580 square yards of damaged sidewalks with an emphasis on fixing potential tripping hazards. This will be accomplished by removing and replacing damaged concrete sidewalk panels, replacing 11 curb ramps, and grinding/sawcutting down uneven surfaces in the walking path.

Construction of this project (CP1301) is anticipated to start in February 2014 and be completed in April 2014.

A budget contingency of $32,882.00 remains in the 328 Capital Improvement Fund.

Reviewed by Council Committees:

Public Works

Councilmember:	Osborne	**Staff:**	Snyder
Meeting Date:	February 3, 2014	**Item Number:**	CA.F

BUDGET STATUS SHEET

Project No: CP1301 **Project Title: 2013 Citywide Sidewalk Repair Project**

Project Manager: Jai Carter

Initiation Date: __December 3, 2012__
Advertisement Date: __January 7, 2014__
Award Date: ________________________

- ◯ **Initiation/Consultant Agreement**
- ◯ **Permission to Advertise**
- ◉ **Contract Award**
- ◯ **Change Order Approval**
- ◯ **Contract Final Acceptance**

Date: February 3, 2014

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

Funds Budgeted (Funds Available)

Funding	2013	2014	Future Years	Total
328 Fund - Capital Improvement Fund*	260,000	0	0	260,000
Total	260,000	0	0	260,000

*Funds will be carried forward into 2013.

Estimated Cost (Funds Needed)

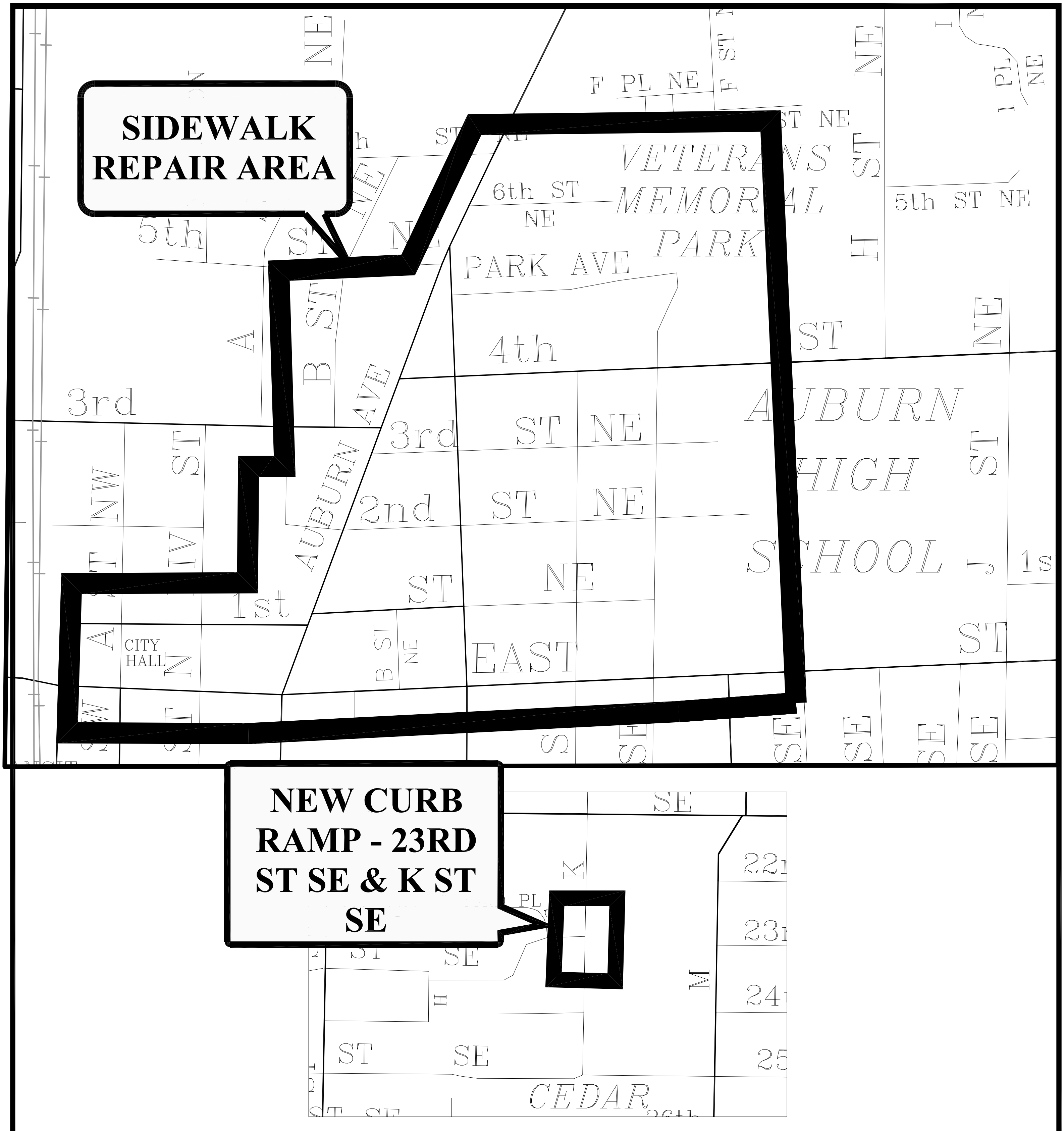
Activity	2013	2014	Future Years	Total
Design Engineering - City Costs**	0	1,000	0	1,000
Construction Contract Bid	0	184,265	0	184,265
Authorized Contingency (20%)	0	36,853	0	36,853
Construction Engineering - City Costs**	0	5,000	0	5,000
Total	0	227,118	0	227,118

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

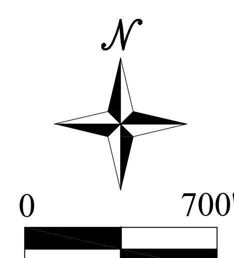
328 Local Street Budget Status

	2013	2014	Future Years	Total
***328 Funds Budgeted ( )	(260,000)	0	0	(260,000)
328 Funds Needed	0	227,118	0	227,118
*****328 Fund Project Contingency ( )**	**(260,000)**	**0**	**0**	**(32,882)**
328 Funds Required	**0**	**227,118**	**0**	**0**

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



PLANNED SIDEWALK REPAIR AREAS



C.A.F.
Scale: 1" = 700'

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6483

Date:
January 24, 2014

Department:
Finance

Attachments:
Ordinance No. 6483

Budget Impact:
$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6483.

Background Summary:

Ordinance No. 6483 amends Auburn City Code to remove the requirement for proof of rabies vaccination in order to obtain pet licensing.

Reviewed by Council Committees:

Finance, Municipal Services

Councilmember:	Peloza	**Staff:**	Coleman
Meeting Date:	February 3, 2014	**Item Number:**	ORD.A

ORDINANCE NO. 6 4 8 3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 6.04.010 OF THE AUBURN CITY CODE RELATING TO ANIMAL CONTROL LICENSING

WHEREAS, the City enacted Ordinance No. 6424 and Ordinance No. 6457, adopting and amending different provisions pertaining to animal control; and

WHEREAS, Section 246-100-197 of the Washington Administrative Code (WAC) requires all dogs, cats, and ferrets to be vaccinated against rabies, and WAC 246-100-070 requires local jurisdictions to enforce this requirement; and

WHEREAS, the initial approach to the above referenced WAC provisions was to tie rabies vaccinations to animal licensing; and

WHEREAS, in working with the Auburn Valley Humane Society and King County Animal Control, it is now felt that while rabies vaccinations should be required, as they are per Sections 6.04.015 and 6.04.210 of the Auburn City Code and consistent with the WAC provisions, rabies vaccinations should not be tied to, and be a requirement for, animal licensing.

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

Section 1. Amendment to City Code. That section 6.04.010 ACC be and the same hereby is amended to read as follows:

6.04.010 License Required.
It is unlawful for any person to own, keep, or have control of a dog or cat over the age of 8 weeks, whether confined or not, within the corporate boundaries of the City without having a current license tag attached to the

collar or harness which is worn by the dog or cat or having been lawfully implanted with a microchip. Any dog or cat which is off the premises of its owner must have a current license, regardless of its age. If any dog and/or cat which is required to be licensed is found without a current license, it may be seized and impounded by the animal control agency or the law enforcement agency of the City. Additionally, such seizure and impoundment will not preclude the issuance of a criminal complaint. ~~Proof of rabies vaccination is required as a condition to obtaining a license.~~ (Ord. 6457 § 2, 2013; Ord. 6424 § 3, 2012.)

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

Section 4. **Severability.** The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: ________________

PASSED: ________________

APPROVED: ________________

CITY OF AUBURN

____

NANCY BACKUS, MAYOR

ATTEST:

____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid, City Attorney

Published: ____________________

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6494

Date:
January 24, 2014

Department:
Finance

Attachments:
Ordinance No. 6494

Budget Impact:
$250,000 a yr for 25 yrs.

Administrative Recommendation:

City Council to introduce and adopt Ordinance No. 6494.

Background Summary:

Ordinance No. 6494 levies the .022% sales tax credit against the state sales tax for local revitalization financing. SB 5045 authorizing the tax credit was passed by the state legislature during the 2009 regular session. The intent of the legislation was to provide financial assistance to Cities to assist with financing public improvements in an identified revitalization area to promote community and economic development.

The City first applied for the use of local revitalization financing on August 11, 2009 and the Department of Revenue approved the City's application on September 16, 2009, authorizing up to $250,000.00/yr for the local revitalization program (Promenade capital improvements).

In 2010, the City issued $7.24 million in 2010 C/D Bonds for the purpose of funding capital improvements for the Promenade. Annual debt service payments for these bonds continue through the year 2035. Funds from the sales tax credit, combined with REET2 funds are used to pay for the annual debt service costs of the local revitalization project. As of the end of 2013, the remaining principal balance is $6.36 million.

The tax credit is available to the City for up to 25 years. 2014 will be the fifth year that the City has asked the State for the tax credit. As provided by the state, in order for the City to continue receiving the tax credit, the City must request this each year by Ordinance.

Based upon historical taxable retail sales, the above rate of .022% is estimated to generate $250,000 for local revitalization funding during the State's fiscal year July 1, 2014 – June 30, 2015.

Reviewed by Council Committees:

Finance, Public Works

Councilmember:	Wales	**Staff:**	Coleman
Meeting Date:	February 3, 2014	**Item Number:**	ORD.B

ORDINANCE NO. 6 4 9 4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ESTABLISHING THE LOCAL SALES AND USE TAX RATE FOR LOCAL REVITALIZATION FINANCING FOR 2014

WHEREAS, The City of Auburn ("City") enacted Ordinance 6301 on April 19, 2010, which established a local sales and use tax as provided for in Section 39.14.510 of the Revised Code of Washington ("RCW"); and,

WHEREAS, this tax is imposed in order to pay the debt service on Local Revitalization Financing bonds in accordance with Chapter 39.14 RCW; and,

WHEREAS, Chapter 39.14 RCW provides that the City shall, from time to time, adjust the tax rate so that it is set at the rate reasonably necessary to receive the state contribution over 10 months, in accordance with RCW 82.14.510(3);

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

Section 1. The sales and use tax rate established in Section 3.2 of Ordinance 6301 is hereby amended to .022% beginning July 1, 2014.

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

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

Section 4. Effective date. This Ordinance shall take effect and be in force five days 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: _________________

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5025

Date:
January 24, 2014

Department:
Finance

Attachments:
Resolution No. 5025 with agreement

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5025.

Background Summary:

King County requests to enter into an interlocal agreement with the City of Auburn for the 2014 Waste Reduction and Recycling (WRR) Grant Program. King County has appropriated $36,264.00 for the City to promote waste reduction and recycling to residents and schools.

The grant funding will be used to support the following: Sustainable Movie Night, Community Yard Sale, Bulky Item Collection, Residential Recycling Survey, classroom presentations, outreach at City-sponsored events, and public place recycling.

This WRR Grant provides a 25% match to Department of Ecology's Coordinated Prevention Grant.

Reviewed by Council Committees:

Finance, Municipal Services

Councilmember: Peloza
Staff: Coleman
Meeting Date: February 3, 2014
Item Number: RES.A

RESOLUTION NO. 5025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF THIRTY-SIX THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS ($36,264.00), AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF AUBURN TO ACCEPT SAID FUNDS FOR IMPLEMENTATION OF THE 2014 WASTE REDUCTION AND RECYCLING GRANT PROGRAM

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, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH RESOLVES AS FOLLOWS:

Section 1. The City Council authorizes the acceptance of THIRTY-SIX THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS ($36,264.00) which constitutes reimbursement of funds for implementing the 2014 Waste Reduction and Recycling Grant Program.

Section 2. The Mayor of the City of Auburn is authorized to execute an Interlocal Agreement with King County for the reimbursement of said funds. A copy of said Agreement is attached hereto and designated Contract # 5637165 and is incorporated by reference herein.

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

Section 4. This Resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this _____ day of ________________, 2014.

CITY OF AUBURN

____
NANCY BACKUS ,
MAYOR

ATTEST:

____
Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

Daniel B. Heid,
City Attorney

CONTRACT #5637165

INTERAGENCY AGREEMENT FOR 2014

Between

KING COUNTY and the CITY OF AUBURN

This one-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 yearly 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 2014 shall not exceed $36,264.

2. This Agreement provides for distribution of 2014 grant funds to the City. However, 2014 funds are not available until January 1, 2014, and 2014 funding is contingent upon King County Council approval of the 2014 King County budget. The County shall notify the City in writing of the funding status.

3. During this one-year grant program, the City will submit a minimum of one, but no more than four, 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 either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

   If the City chooses to submit up to the maximum of four (4) progress reports and requests for reimbursement during the one-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 - except for the final progress report and request for reimbursement which shall be due by March 31, 2015.

   If the City chooses to submit the minimum of one progress report and request for reimbursement during the one-year grant program, it shall be due to the County by March 31, 2015.

   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 2015, 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 months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2015.

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 2017.

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 piece.

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 carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.

16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process.

17. This project shall be administered by Joan Nelson, Solid Waste & Recycling Supervisor; City of Auburn; 25 West Main Street; Auburn, WA 98001; Phone: (253) 931-5103; Email: jenelson@auburnwa.gov, 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 yearly budget approval process. Provided that the funds are allocated through the King County Council's yearly budget approval process, grant funding to the City will include a base allocation of $5,000 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 2014 are $36,264. Unspent 2014 funds will not carry over to 2015.

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 Morgan John, Project Manager of the King County Solid Waste Division.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2014 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2014 and shall terminate on June 30, 2015. The City shall not incur any new charges after December 31, 2014. However, if execution by either Party does not occur until after January 1, 2014, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2014 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:

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

If to the City:

Joan Nelson, Solid Waste & Recycling Supervisor
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	King County
______________________ (Title)	BY______________________ Pat D. McLaughlin, Director Solid Waste Division
	For Dow Constantine, King County Executive
______________________ Date	______________________ Date

PD

Exhibit A

CITY OF AUBURN
SCOPE OF WORK
2014 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:**

2014 Grant Award	$56,264.00
2 - King County Special Recycling Events -	$ 20,000.00
2014 Total	**$ 36,264.00**

B. PROPOSED SCOPE OF WORK

Projects:

Task #1	**Residential Recycling**
Task #2	**School Environmental Education**
Task #3	**Public Place Recycling**

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, 2014 - December 31, 2014

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

Background:

Residential Community
The City of Auburn provides recycling, waste prevention, and food scrap recycling outreach and education to residents through media avenues such as: newsletters, advertising, website announcements, phone messages, flyers, and recycling events. The City also provides an "at home" city-wide garage 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 has published newsletters and articles, given classroom waste reduction and recycling presentations, answered citizen questions, and given 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. City of Auburn provides presentations to 3rd grade students and ASD 8th grade teachers recently took over the Powerful Choices Program. Many Auburn schools participate in the King County Green Schools and Washington Green Schools Programs.

Task #1: Residential Recycling

A. Program/ Project Description

- Residential Recycling Outreach & Assistance - The City of Auburn will produce and mail a newsletter to all single-family residents. The newsletter will include information on waste prevention, reuse, and recycling. The City will also use different forms of media, presentations, and promotional items to promote waste reduction and recycling programs, including an environmental "Movie Night." In 2014, the City's consultant will focus on providing outreach to the City's mobile home park residents. In addition, the City of Auburn plans to develop a Residential Recycling Survey to get feedback directly from residents.
- City Residential Garage Sale – The City will promote waste reduction and reuse by sponsoring a three-day city-wide garage sale for all single-family residents.

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, stickers, environmental tool kits, decals, and subsidized compost bins. These materials will be used to promote waste reduction and recycling and the Movie Night. The Residential Recycling Survey will also be a deliverable.
- City Residential Garage Sale – The "Garage Sale Kits" given to each participant and advertisements will be the deliverables.

C. Expected Outcomes/ Impacts

- Residential Recycling Outreach & Assistance - Newsletters and advertisements 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. The Residential Recycling Survey will provide information on how effective the City's outreach efforts are and what areas need more attention.
- City Residential Garage Sale – The city-wide garage sale will encourage residents to reduce waste and reuse.

D. Evaluation

- Residential Recycling Outreach & Assistance - The City will record the number of newsletters 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. The City will also track the number of calls, emails, or faxes we receive regarding these items. The City will also count the number of residents who attend the Movie Night. Recycle cart checks in the mobile home parks before and after outreach is conducted will determine whether program efforts are successful.
- City Residential Garage Sale – The City will record the number of "Garage Sale Kits" distributed. A survey will also be conducted (self-addressed postcard mailed back to the City or online survey), 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 food scrap recycling materials and presentations to elementary school classrooms and other schools upon request. A consultant will work with the Auburn School District Resource Conservation Manager (RCM) on waste reduction and recycling programs for the schools.

B. Deliverables

- School Programs & Presentations – The number of classroom presentations will be a deliverable. The amount of materials recycled at the Auburn Schools will also be a deliverable. Pre- and post-classroom presentation surveys will be completed.

C. Expected Outcomes/ Impacts

- School Programs & Presentations – City staff and the consultant will promote valuable lessons about waste reduction and recycling to students and teachers. These lessons will then be shared with parents and may influence purchasing and disposal decisions.

D. Evaluation

- School Programs & Presentations - The City will record the number of classroom presentations 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.

Task #3: Public Place Recycling

A. Program Description

- Containers & Supplies -Recycling containers are located at City Parks and the public downtown area to promote recycling. The quantity of containers per location varies according to activities and seasonal citizen attendance.

B. Deliverables

- Containers & Supplies – Container lids, hardware, and locks will be the deliverables.

C. Expected Outcomes / Impacts

- Containers & Supplies - By continuing to locate recycling containers in public areas, the City will increase awareness of and participation in the City's Waste Reduction and Recycling Program.

D. Evaluation

- Containers & Supplies - The City will record the number of containers and supplies at each location. The City will track the amount of garbage and recycling collected, and will measure waste diversion.

C. PROPOSED BUDGET

Task #1 Residential Recycling	
Residential Recycling Outreach & Assistance	$ 28,796.75
Residential Community Yard Sale	$ 2,617.25
Total Task #1	**$ 31,414.00**
Task #2 School Environmental Education	
Schools Program Outreach & Assistance	$ 3,905.00
Total Task #2	**$ 3,905.00**
Task #3 Public Place Recycling	
Recycling Containers & Supplies	$ 945.00
Total Task #3	**$ 945.00**
TOTAL 2014 GRANT FUNDING	**$36,264.00**

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5026

Date:
January 24, 2014

Department:
Finance

Attachments:
Resolution No. 5026 with contract

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5026.

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 $21,578.99 for the City to promote the Neighborhood Natural Yard Care Program to one neighborhood and provide hazardous waste education to residents.

Neighborhood Natural Yard Care Program
Three workshop presentations will be given to an Auburn neighborhood. The presentations will focus on various yard care techniques that contribute to environmental health and safety. The Water and Storm Utilities also contribute resources to this program.

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:

Finance, Municipal Services

Councilmember: Peloza

Staff: Coleman

Meeting Date: February 3, 2014

Item Number: RES.B

RESOLUTION NO. 5026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A SERVICES CONTRACT WITH THE SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH FOR REIMBURSEMENT OF FUNDS RELATED TO 2014 LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM ACTIVITIES

WHEREAS, the Seattle King-County Department of Public Health has agreed to reimburse the City of Auburn in the amount of $21,578.99 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.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH RESOLVES AS FOLLOWS:

Section 1. The Mayor and City Clerk of the City of Auburn are authorized to execute the King County Contract for Services, a copy of which is attached hereto and designated Contract # EHS3366 and is incorporated by reference herein.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation, including providing for the expenditure and appropriation therefore in appropriate budget documents.

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

Dated and Signed this _____ day of ________________, 2014.

CITY OF AUBURN

____
NANCY BACKUS
MAYOR

ATTEST:

____
Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid,
City Attorney

Public Health
Seattle & King County

King County Contract #	EHS3366
Federal Taxpayer ID #	91-6001228
Federal Sub-recipient -	No

This form is available in alternate formats for people with disabilities upon request.

2014 COMMUNITY SERVICES CONTRACT WITH OTHER GOVERNMENT, INSTITUTION, OR JURISDICTION

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Auburn (the "Contractor"), whose address is 25 W Main St., Auburn, Washington 98001-4998. The County department overseeing the work to be performed in this Contract is the Seattle-King County Department of Public Health (aka, Public Health - Seattle & King County, "PHSKC").

Contract Summary

PHSKC Division: Environmental Health

Project Title: Local Hazardous Waste Management Program

Contract Amount: Twenty One Thousand Five Hundred Seventy Eight Dollars and Ninety Nine Cents

Contract Start Date: 01/01/2014 **Contract End Date: 12/31/2014**

Fund Source Information

FEDERAL: $ 0 COUNTY: $ 21,578.99 STATE: $ 0 OTHER: $ 0

Specific Funding Details (Award number, CFDA #, Amounts, Effective Dates)

1) Local Hazardous Waste Management program funding

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the 2014 Annual Budget.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

I Incorporation of Exhibits

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

Program Exhibits and Requirements

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice
- Exhibit D: Contractor's Certificate of Insurance and Additional Insured Endorsement

II Term and Termination

A This Contract shall commence on 1/1/2014 8:00:00 AM, and shall terminate on 12/31/2014 8:00:00 AM, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

B This Contract may be terminated by the County or the Contractor without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the suspension.

C The County may terminate or suspend this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor 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 Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor 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 II.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract 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 Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

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

If the Contract is suspended as provided in this Section the County may provide written authorization to resume activities.

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

III <u>Compensation and Method of Payment</u>

A The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract, 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 Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Contractor not more than <u>30</u> days after a complete and accurate invoice is received.

C The Contractor shall submit its final invoice and all outstanding reports within <u>90</u> days of the date this Contract terminates. If the Contractor'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 Contractor of the amounts set forth in said invoice or any subsequent invoice.

D When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The Contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

E If travel costs are contained in the attached budget, reimbursement of Contractor 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 Contractor does not request government rates, the Contractor 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 Contractor 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 federal grant must be in accordance with the Fly America Act.

IV **Internal Control and Accounting System**

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

V **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 Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency.

VI **Maintenance of Records/Evaluations and Inspections**

A The Contractor 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 Contract funds and compliance with this Contract.

B In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor 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 Contract; and

2 Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

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

C Except as provided in Section VII of this Contract, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.

D Medical records shall be maintained and preserved by the Contractor 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 Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.

E The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract 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 Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII **Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

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

VIII **Audits**

A If the Contractor is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit conducted by the Washington State Auditor has been completed.

B Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX **Corrective Action**

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor 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 Contractor in writing of the nature of the breach;

The Contractor 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 Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor'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 Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

C In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;

D In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor 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 II. Subsections B, C, D, and E.

X **Dispute Resolution**

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

XI **Hold Harmless and Indemnification**

A In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Contractor 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 Contractor, its employees, subcontractors and/or others by reason of this Contract. The Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B The Contractor 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 Contract by the Contractor, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.

C The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract. 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 Contractor.

D The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Contract. In the event the Contractor 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 Contract.

G The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

XII **Insurance Requirements**

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, 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 Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; contractors shall read and provide required insurance documentation prior to the signing of this Agreement.

XIII **Assignment/Subcontracting**

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

B "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C The Contractor shall include Sections III.D., III.E., IV, V, VI, VII, XI, XII, XIII, XIV, XV, XVI, and XVII,XVIII, XXIV, XXV, XXVI, XXVII, and the Funder's Special Terms and Conditions, if attached, in every subcontract that relates to the subject matter of this Contract.

D The Contractor agrees to include the following language verbatim in every subcontract, for services which relate to the subject matter of this Contract:

"Subcontractor 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 subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV **Nondiscrimination and Equal Employment Opportunity**

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

During performance of the Contract, the Contractor 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 Contractor 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; contractors shall read and certify compliance.

XV Conflict of Interest

A The Contractor 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 contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

B The Contractor 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 Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor 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 Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI Equipment Purchase, Maintenance, and Ownership

A The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of $5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

B The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

XVII Proprietary Rights

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

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

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

XVIII Political Activity Prohibited

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

XIX **King County Recycled Product Procurement Policy**

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

XX **Future Support**

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

XXI **Entire Contract/Waiver of Default**

The parties agree that this Contract 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 Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract 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 Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXII **Contract Amendments**

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIII **Notices**

Whenever this Contract 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 Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIV **Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor 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 Contract, 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 Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXV **Applicable Law**

This Contract 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.

XXVI **No Third Party Beneficiaries**

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

XXVII **Contractor Certification**

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the PHSKC website (http://www.kingcounty.gov/health/contracts), and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY	CONTRACTOR
FOR	
King County Executive	Signature
Date	Name (Please type or print)
	Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

EXHIBIT A
SCOPE OF WORK

CITY OF AUBURN
1/1/2014-12/31/2014

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 (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and 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 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.

The City will create and mail a newsletter, flyer or postcard 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 Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.

2. For reimbursement the City shall submit the following to the Fund Manager:
    a) An invoice (see Exhibit C). Invoices should be sent to the Fund Manager 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 statements should include vendor names, a description of services provided, date paid and a check or warrant number.

3. The City shall notify the Fund Manager 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. 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 or Fund Manager should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

1. 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 Fund Manager 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 Fund Manager 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 Fund Manager 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

Madelaine Yun

LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-352-8163
lynda.ransley@kingcounty.gov

LHWMP Fund Manager
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-352-7128
madelaine.yun@kingcounty.gov

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

EXHIBIT B

2014 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

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

Component Description	Budget
Household Hazardous Waste Education	$21,578.99
Household Hazardous Waste Collection	
TOTAL	$21,578.99

EXHIBIT C

2014 INVOICE

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

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

To: Madelaine Yun, Fund Manager
Local Hazardous Waste Management Program in King County
Seattle-King County Department of Public Health
150 Nickerson St., Suite 204
Seattle, WA 98109

Contract #EHS3366
Period of time: ________________, 2014 to ______________________, 2014.

In performance of a signed Contract between King County and the City of Auburn, I hereby certify that the following expenses were incurred during the above-mentioned period of time.

________________________ ________________________
Signature Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
Household Hazardous Waste Education	$21,578.99			
Household Hazardous Waste Collection				
TOTAL	$21,578.99			

For Health Department Use Only

FOR HEALTH DEPARTMENT USE ONLY			
Oracle Purchase Order #	Invoice Date	Invoice #	Amount to be paid
Oracle Requisition #	Oracle Receipt #	Oracle CPA #	

Local Hazardous Waste Management Program Approval:

______________________________ __________
Madelaine Yun IHW-NR-0100 Date

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5031

Date:
January 27, 2014

Department:
Planning and Development

Attachments:
Resolution No. 5031
CDPMP
CDPMP - Appendix A

Budget Impact:
$0

Administrative Recommendation:

City Council to adopt Resolution No. 5031.

Background Summary:

Resolution No. 5031 proposes to adopt the Comprehensive Downtown Parking Management Plan (CDPMP), which will guide parking policy development and implementation within downtown Auburn within the following framework:

*To manage existing parking assets, assess current parking demand, forecast future parking needs, and develop a first-rate downtown parking system as an additional amenity that keeps up with existing businesses, projects underway, and future development; and

*To balance business, residential, visitor, and commuter parking needs in light of redevelopment and increased transit service.

Work on the CDPMP commenced in August 2011, following adoption of the Draft Work Plan by the Planning and Community Development Committee in July 2011.

The draft Downtown Urban Center (DUC) On-Street and Off-Street Parking Supply and Demand Analysis (Task 1) was presented to the Planning and Community Development Committee in October 2011 and revised December 2011. Staff subsequently revised the analysis in December 2011, inclusive of feedback received from the Planning and Community Development Committee and updated data for several City-owned off-street parking lots in downtown Auburn.

The draft Downtown Parking Survey Report (Task 2) was presented to the Planning and Community Development Committee in July 2012. The report summarizes responses from Auburn Citizens at-large, downtown Auburn business and property owners, and a diverse cross-section of stakeholders to the Downtown Parking Survey conducted in May 2012, which gauged perception of existing parking and the preferred methods of moving forward in meeting future parking needs in downtown Auburn.

The draft CDPMP table of contents was presented to the Planning and Community Development Committee in October 2012; the draft CDPMP (Tasks 3 and 4), which incorporated and refined the findings of the existing DUC On-Street and Off-Street Parking Supply and Demand Analysis and Downtown Parking Survey, was presented to the Planning and Community Development Committee in August 2013.The Planning and Community Development Committee did not express any feedback that necessitated revision of the draft CDPMP presented. The Auburn Transit Center parking portion of the CDPMP was further discussed with the Planning and Community Development Committee in November 2013 and refined per the feedback received.

Adoption of the CDPMP (Task 5) culminates the Draft Work Plan. The CDPMP was recommended for approval by the Planning and Community Development Committee on January 13, 2014, as the lead action committee. The second committee review was on the January 21, 2014 meeting of the Public Works Committee, which concurred with the recommendation of the Planning and Community Development Committee.

Reviewed by Council Committees:

Planning And Community Development, Public Works Other: Legal, Planning, and Public Works

Councilmember:	Holman	**Staff:**	Snyder
Meeting Date:	February 3, 2014	**Item Number:**	RES.C

RESOLUTION NO. 5031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ADOPTING THE COMPREHENSIVE DOWNTOWN PARKING MANAGEMENT PLAN (CDPMP) FOR PARKING POLICY DEVELOPMENT AND IMPLEMENTATION IN DOWNTOWN AUBURN

WHEREAS, the City of Auburn on May 21, 2001 adopted the Auburn Downtown Plan as a subarea plan of the City of Auburn's Comprehensive Plan; and

WHEREAS, the Auburn Downtown Plan enumerates a vision of continuous revitalization of downtown Auburn as the physical and cultural heart of the Auburn community and development of a mixed-use district; and

WHEREAS, parking is an essential component in facilitating the Auburn Downtown Plan's vision; and

WHEREAS, the City of Auburn identified an increasing need to balance competing parking user demands, anticipated redevelopment of the Auburn Junction blocks and other redevelopment activity in downtown Auburn, and anticipated expansion of Sounder commuter train services; and

WHEREAS, the previous comprehensive parking plan entitled the Downtown Parking Plan was adopted by the City of Auburn in 1996 by Resolution 2826; and

WHEREAS, the Planning and Community Development Committee of City Council adopted the Draft Work Plan for the Comprehensive Downtown Parking Management Plan ('CDPMP') on July 11, 2011 to develop and adopt a new comprehensive parking plan to supersede the 1996 Downtown Parking Plan; and

WHEREAS, City of Auburn staff commenced work on the CDPMP in August 2011; and

WHEREAS, the draft Downtown Urban Center (DUC) On-Street and Off-Street Parking Supply and Demand Analysis was presented to and discussed by the Planning and Community Development Committee of City Council on October 24, 2011; and

WHEREAS, the draft Downtown Urban Center (DUC) On-Street and Off-Street Parking Supply and Demand Analysis was revised in December 2011; and

WHEREAS, public participation in the development of the CDPMP was solicited from Auburn citizens at-large, downtown Auburn business and property owners, and a diverse cross-section of stakeholders through the Downtown Parking Survey conducted in May 2012; and

WHEREAS, the Downtown Parking Survey Report was presented to and discussed by the Planning and Community Development Committee of City Council on July 9, 2012; and

WHEREAS, the scope of the CDPMP was presented to and discussed by the Planning and Community Development Committee of City Council on October 8, 2012; and

WHEREAS, the draft CDPMP was presented to and discussed by the Planning and Community Development Committee of City Council on August 26, 2013 and further discussed by Planning and Community Development Committee of City Council on November 25, 2013; and

WHEREAS, the Planning and Community Development Committee of City Council recommended approval of the draft CDPMP to the full Auburn City Council on January 13, 2014; and

WHEREAS, the Public Works Committee of City Council concurred with the recommendation of Planning and Community Development Committee on January 21, 2014; and

WHEREAS, upon the recommendation of staff, City Council determines that adoption of the CDPMP will facilitate the Auburn Downtown Plan's vision and is therefore in the best interest of the City;

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

Section 1. **Adoption.** The Comprehensive Downtown Parking Management Plan ('CDPMP'), comprised of the following documents: (1) "Comprehensive Downtown Parking Management Plan (CDPMP)" dated January 29, 2014 and (2) "Comprehensive Downtown Parking Management Plan (CDPMP) – Appendix A" dated January 29, 2014, all of which are marked as "Exhibit A" with the original resolution and on file with the Auburn City Clerk, is hereby adopted and approved by reference as if fully set forth herein as a guidance document for parking policy development and implementation in downtown Auburn. It is herewith directed that all of the documents listed which comprise the CDPMP be available at the City Clerk's Office for public inspection.

Section 2. The Downtown Parking Plan, adopted by the City of Auburn by Resolution 2826 is hereby supplanted by the CDPMP. In the event of any conflict, the CDPMP shall control.

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

Section 4. Effective date. This resolution shall be in full force and effect upon passage and signatures hereon.

DATED AND SIGNED this ___ day of February, 2014.

CITY OF AUBURN

____

NANCY BACKUS
MAYOR

ATTEST:

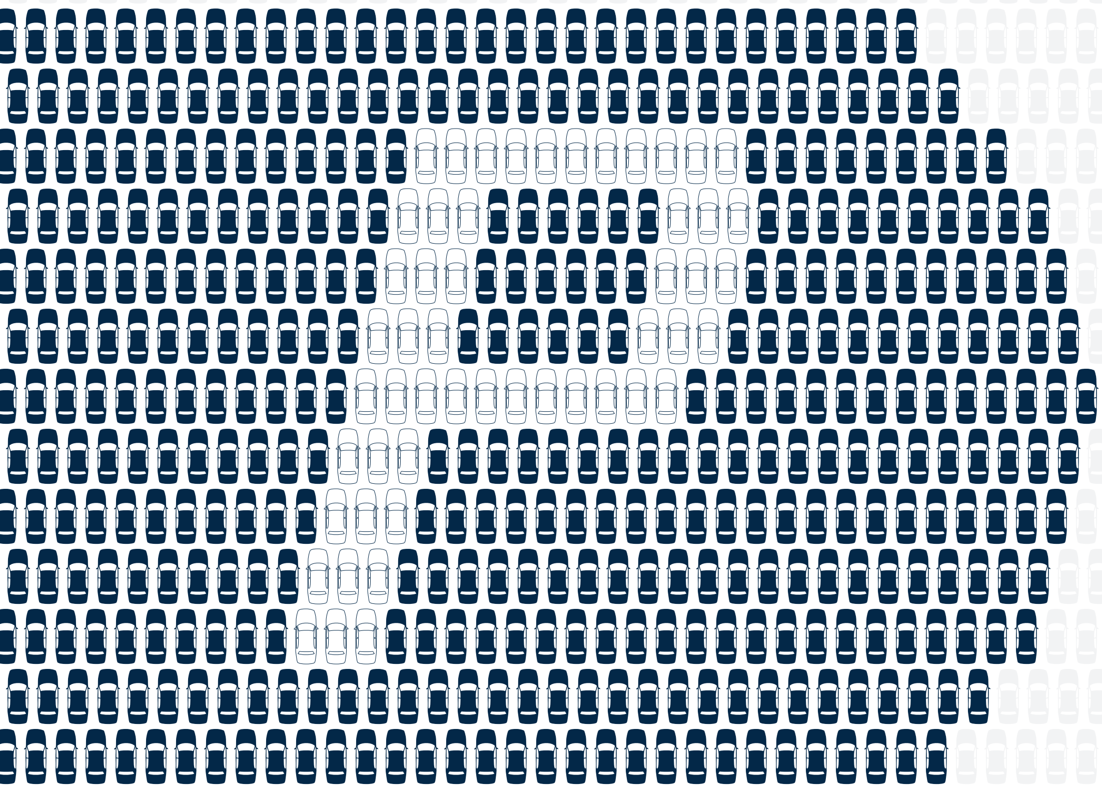
____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid, City Attorney

Comprehensive Downtown Parking Management Plan (CDPMP)

January 2014



Mayor Nancy Backus

City Councilmembers

Rich Wagner, Deputy Mayor
Claude DaCorsi
John Holman
Wayne Osborne
Bill Peloza
Yolanda Trout
Largo Wales

Prepared by:

Planning and Community Development Department
Jeff Tate, Interim Planning Director
Elizabeth Chamberlain, Planning Services Manager
Gary Yao, Planner

Executive Summary

The *Comprehensive Downtown Parking Management Plan (CDPMP)*, which primarily addresses parking policy within the Downtown Urban Center (DUC) zoning district, begins with an overview of the plan's purpose and approach:

- To manage existing parking assets, assess current parking demand, forecast future parking needs, and develop a first-rate downtown parking system as an additional amenity that keeps up with existing businesses, projects underway, and future development; and

- To balance business, residential, visitor, and commuter parking needs in light of redevelopment and increased transit service.

The *CDPMP* is also guided by the 7 Simple Rules of Planning for parking:

- Pinpoint the Parking
- Strike a Balance
- Crown the Customer King
- Provide "Free" Parking
- Reduce the "Last Mile"
- Clarify the Code
- Change It Up

The plan then moves into an overview of the City's parking system, including existing and future parking infrastructure and resources available and existing and future usage:

- Of the approximately 4,879 parking spaces available inventoried as of December 2011, parking areas that experience particularly vexing problems of high occupancy are limited to Wayland Arms (King County Housing Authority) block and Multicare Auburn Medical Center blocks for on-street parking and (on weekdays) the Auburn Transit Center garage and surface parking lot blocks for off-street parking.

- In the short term (5 years) there is an anticipated increase in parking demand of approximately 1,483 spaces and increase in parking supply of approximately 806 spaces. At peak hour, considering existing public on- and off-street parking spaces available in the entire DUC, a 243-space deficit is anticipated.

- In the long term (10 years) there is an anticipated cumulative increase in parking demand of approximately 1,873 spaces and cumulative increase in parking supply of approximately 806 spaces. At peak hour, considering existing public on- and off-street parking spaces available in the entire DUC, a 633-space deficit is anticipated.

Other components of the City's parking system are the existing organizational and management structure, planning efforts, investment strategies, operations, and maintenance. Opportunities for improvement highlighted include:

- Increase in coordination between City departments and divisions with regards to the parking system's various components (on-street, off-street, citations, marketing, etc.);
- Increase in regularity of planning for parking;
- Increase in planning for parking impacts on special event days;
- Continued coordination with police and potentially increase parking enforcement; and
- Refinement of marketing and communications for the parking system.

Case studies follow the review of these parking system components.

Parking best practices, including those from the aforementioned case studies, are then summarized and collected into the Best Practices Toolbox (table), based on feedback from the parking surveys received from Downtown businesses and citizens and staff's research and experience related to parking. Not all best practices are applicable to Downtown Auburn at this time. As such, the recommended actions for each best practice are identified as follows: continuation, modification, implementation, or no action. See Chapter 4 of the *CDPMP* for the entirety of the best practices toolbox.

The *CDPMP* closes with a detailed action plan of existing best practices that the City can draw from for modification or implementation. The action plan includes proposed near-term recommendations (up to 1 year), short-term recommendations (1-5 years), and long-term recommendations (6-10 years), as follows:

Near-Term (up to 1 year)

- Revise timed parking limits to 3 hours throughout the DUC
- Clarify existing code and implement a parking inventory database
- Update the City's website to make more useful for parking seekers
- Design and install updated signs for on-street parking identifying availability and rules

Short-Term (1-5 Years)

- Expand and modify the residential parking zone beyond D ST NW per demand
- Plan for spillover areas on the fringe of downtown
- Designate one department or division that is the single point of contact for all parking-related matters, despite whatever organizational structure exists behind-the-scenes
- Regularly readjust current parking practices at least every 5th year
- Regularly reevaluate peak parking supply and demand every year
- Evaluate funding options and implement a multi-faceted plan to finance additional public parking for anticipated parking deficits
- Establish a parking ambassador program
- Require organizers to better plan for special events
- Develop and implement a 3-strikes parking enforcement policy
- Design and install easy-to-read off-street parking signs
- Create alerts for parking availability-impacting maintenance and construction activity
- Design and install trailblazer signs to direct drivers to available off-street public parking

Long-Term (6-10 Years)

- Increase transit access, citywide/regionally
- Revise timed parking limits, as needed
- Continue to plan for spillover areas on the fringe of downtown
- Increase transit access, around downtown

1. Introduction

1.1 – Purpose and Approach

The *Comprehensive Downtown Parking Management Plan (CDPMP)* serves the same vision enumerated for downtown in the City's *Auburn Downtown Plan* and *Comprehensive Plan*: to support the continuous revitalization of downtown Auburn as the physical and cultural heart of the Auburn community and development of a mixed-use district. To facilitate that vision, the *CDPMP* is a concerted effort to manage existing parking assets, assess current parking demand, forecast future parking needs, and develop a first-rate downtown parking system as an additional amenity that keeps up with existing businesses, projects underway, and future development.

Initiative for developing the *CDPMP* emerged in a downtown Auburn at the crossroads of:

- Balancing business, residential, visitor, and commuter parking needs in downtown;
- Evolving parking demands in downtown, including a new sushi restaurant and gym on E Main ST and additional anticipated redevelopment in the Auburn Junction blocks south of City Hall, the fruits of various downtown public art programs and multi-million dollar investments in streetscape and infrastructure improvements; and
- Expansion of Sounder commuter train services.

The first step towards the *CDPMP* were taken with the approval of the Draft Work Plan by the Planning and Community Development Committee in July 2011. It has since progressed as follows:

- October 2011 – *Downtown Urban Center On- and Off-Street Parking Supply and Demand Analysis* was completed. The analysis inventoried all of the parking spaces available within downtown, whether public or privately owned, and their occupancies throughout the day.
- December 2011 – *Downtown Urban Center On- and Off-Street Parking Supply and Demand Analysis* was revised to reflect changes to the user-type for City-owned and/or –operated surface parking lots.
- July 2012 – *Citizens Survey/Business and Property Owners Survey/Stakeholder Interviews* gauged people's perceptions of parking in downtown, the anecdotal statistics of the parking experience.
- August 2013 – *Comprehensive Downtown Parking Management Plan (CDPMP)* draft is completed. The *CDPMP* combines the previously gathered numerical and anecdotal statistics of parking in downtown with professional staff insight and experiences of other jurisdictions.
- January 2014 – *CDPMP* is presented to the Planning and Community Development Committee for finalization and adoption of an administrative framework for staff to implement a first-rate parking system in downtown.
- Future date – Public open houses will be conducted for further refinement of the *CDPMP* in future iterations.

1.2 – Plan Components

The *CDPMP* is organized into four components: the Parking System (Chapter 2), Parking Case Studies (Chapter 3), Parking Best Practices Toolbox (Chapter 4), and Parking Action Plan (Chapter 4).

Chapter 2 examines the existing parking system, with a focus on City-owned and City-run parking in terms of physical parking resources, administration and planning, operations, and marketing. The chapter is divided into the following sections:

Existing and Future Infrastructure, Resources, and Usage

- How many and where are parking spaces located?
- Where are the most vexing parking issues?
- What are occupancy trends in downtown overall?
- How will parking demand change over time?
- How many parking spaces are expected to be added?

Organization, Management, Planning, and Investment

- Who in the City is responsible for what?
- How has the City planned for parking in the past?
- How does the City plan for parking in the future?
- How and when does the City invest in additional parking spaces?

Maintenance and Operations

- How does the City's parking operate on a daily basis?
- How are parking regulations enforced?
- How are permit fees and violation fines paid?
- How are the City's parking resources maintained?

Marketing and Communications

- How does the City get word out about parking options for businesses, residents, visitors, and commuters?
- How does the City show where parking is located?

Chapter 3 presents case studies of how the above-referenced parking system components are operated in other jurisdictions and institutions. Some policies and practices presented are intended to be best practices (whose applicability to the City is analyzed in Chapter 4) while others serve as cautions.

Chapter 4, following review of the City's existing parking system and case studies, presents the various best practices employed in the provision of parking, parking demand management, and operations of a parking system. Not all policies and practices listed in the toolbox are intended to be applicable for the City in this iteration of the *CDPMP*; instead, it is a collection of tools that should be considered whenever the City is looking to fine-tune its parking system.

Chapter 5, the final part of the *CDPMP*, assembles a recommended action plan of near-term (up to 1 year implementation), short-term (1-5 year implementation), and long-term (6-10 year implementation) changes to the City's parking system.

1.3 – Plan Area and Applicability

The *CDPMP*, in terms of geographic implementation, primarily addresses parking policy within the Downtown Urban Center (DUC) zoning district, which includes the Auburn Junction blocks where development activity of significant scale is expected (**Figure 1.3.1**).

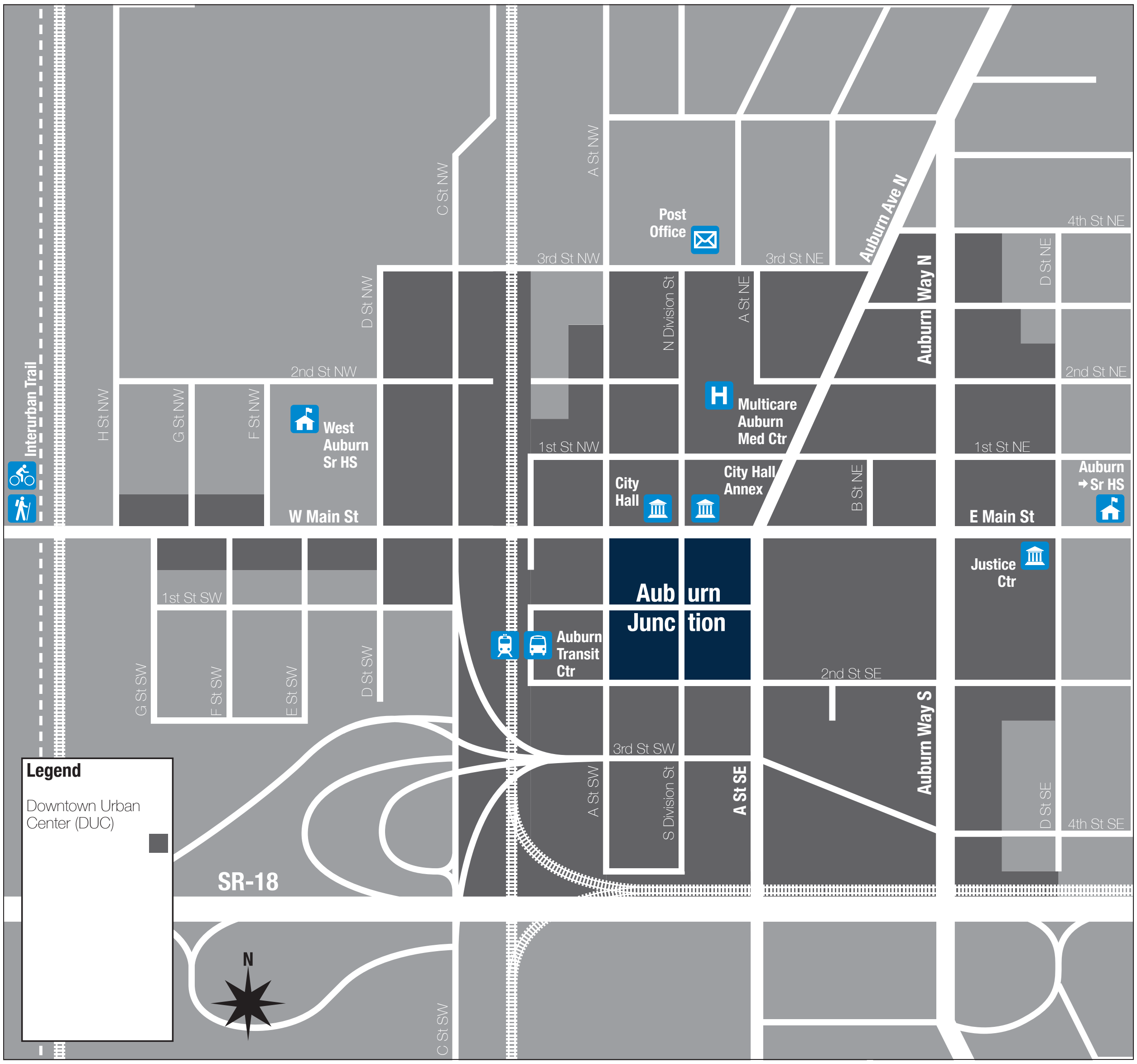


Figure 1.3.1 - Map of Downtown Urban Center (DUC) and Auburn Junction

The physical effects of parking policies applicable to the DUC, however, may not be necessarily quarantined within the politically defined boundaries of the DUC. In response to that potential, staff have identified

Potential Parking Spillover Areas (PPSAs) (**Appendix A**) where impacts of DUC parking policies may warrant extension of DUC parking policies into those areas (or at the very least, consideration of toolbox best practices in Chapter 4) to diffuse the impacts. PPSAs were identified based on the following criteria:

- Areas within ¼-mile from the DUC and Downtown Business Improvement Area (BIA), whose boundaries include areas not otherwise included within the DUC; and

- Where availability of on-street public parking is potentially impacted by spillover parking demand generated from the DUC and BIA and/or large businesses, institutions, public gathering places, and other high parking demand uses within the PPSAs themselves.

Operationally speaking, the *CDPMP*'s recommended action plan in Chapter 5 primarily focuses on City-owned and City-run parking resources. Many best practices identified in the toolbox in Chapter 4, especially those applicable to parking in private development, have already been adopted as part of the development regulations applicable to the DUC contained in Auburn City Code (ACC) Chapter 18.29 or in the *Downtown Urban Center Design Standards.*

1.4 – 7 Simple Rules of Planning for Parking

The 7 Simple Rules of Planning for Parking serve as guiding principles for development of Auburn-specific parking policy in this iteration of the *CDPMP*. They derive from the parking supply and demand realities observed in downtown Auburn, the feedback about downtown parking received[1], and staff analysis of parking approaches taken in other jurisdictions.

1. PINPOINT THE PARKING

Direct people effectively and efficiently to available parking. There is not a parking supply problem everywhere, all the time.

2. STRIKE A BALANCE

Address the needs of overlapping and/or competing parking interests. In downtown Auburn, these needs are broadly identified as those of residents, businesses, visitors, and commuters.

3. CROWN THE CUSTOMER KING

Prioritize visitor parking. Make visitor parking as easy as possible in prime locations.

4. PROVIDE "FREE" PARKING

Avoid paid parking, whenever possible. While parking is never truly without costs, visitors, residents, businesses, and commuters should shoulder part of those costs only as a last resort.

5. REDUCE THE "LAST MILE"

Shorten the distance, perception-wise, between parking space and destination. The vibrantly urban, compact, and walkable mixed-use character that downtown Auburn continues to grow into is inherently incompatible with the provision of plentiful home-, office-, store-, and restaurant- front parking.

6. CLARIFY THE CODE

Write code that streamlines the process of parking system organization, management, planning, maintenance, and operations.

7. CHANGE IT UP

Reassess each component of the *CDPMP* to meet current needs, as parking system conditions change and new parking best practices emerge. The *CDPMP* is not intended to be static; it merely establishes the framework for fine-tuning the parking system at any given time.

[1] Besides specific problematic parking areas, responses from the Downtown Parking Survey conducted in July 2012 also identified the following parking concerns: the distance between parking space and destination, non-residents parking on residential streets, confusing and/or lack of parking signage, and the poor design of parking spaces.

2. The Parking System

2.1 – Existing Parking Infrastructure, Resources, and Usage

EXISTING INFRASTRUCTURE AND RESOURCES

According to the *Downtown Urban Center On- and Off-Street Parking Supply and Demand Analysis*, which cross-referenced code-specified parking and available Public Works data with physical observations for on-street parking and cross-referenced the City's and Google Maps' aerial imagery and previous studies and reports with physical counts for off-street stalls, there were a total of 4,879[2] parking spaces in the DUC as of December 2011. The different types of parking available, along with the general locations of each type (**Figures 2.1.1 and 2.1.2**), are as follows:

- On-street public parking (unlimited time, time-limited, permit only, and loading zones)

  Locations: almost all blocks in the DUC

- Off-street public parking (time-limited)

  Locations: within one to two blocks from E/W Main ST,between the Auburn Justice Center and the Burlington Northern-Santa Fe (BNSF) railroad tracks

- Off-street permit parking[3] (unlimited time)

  Locations: within one to two blocks from E/W Main ST,between the Auburn Justice Center and the BNSF railroad tracks

- Off-street private parking

  Locations: almost all blocks in the DUC

All on-street and off-street public and permit parking spaces in the DUC are located within an approximately 1/4-mile walking distance[4] from Auburn Transit Center, Auburn Junction, and Multicare Auburn Medical Center blocks, where demand is currently and anticipated to be the highest (see 'EXISTING USAGE' under Chapter 2.1 and 'FUTURE USAGE' under Chapter 2.2). This includes parking spaces located across C ST NW/SW and the BNSF railroad tracks to the west for Auburn Transit Center and Auburn Junction blocks and parking spaces located across Auburn Ave N/A ST SE and Auburn Way N/S to the east for Auburn Junction and Multicare Auburn Medical Center blocks (**Figure 2.1.3**). That being said, there is opportunity for improvement in east-west connections to parking spaces.

[2] Excluding on- and off-street public and private parking spaces inaccessible due to S Division ST Promenade construction, other off-street private parking spaces in lots inaccessible for data collection, and single-family off-street private garage and driveway parking; this underestimates the number of parking spaces as of January 2014. See 'Chapter 3 – Methodology' in the *Downtown Urban Center On- and Off-Street Parking Supply and Demand Analysis* for how parking supply in the DUC was specifically measured.

[3] Including City employee and non-police fleet parking.

[4] The widely adopted walking distance that a transit user will tolerate between point of origin and transit station.

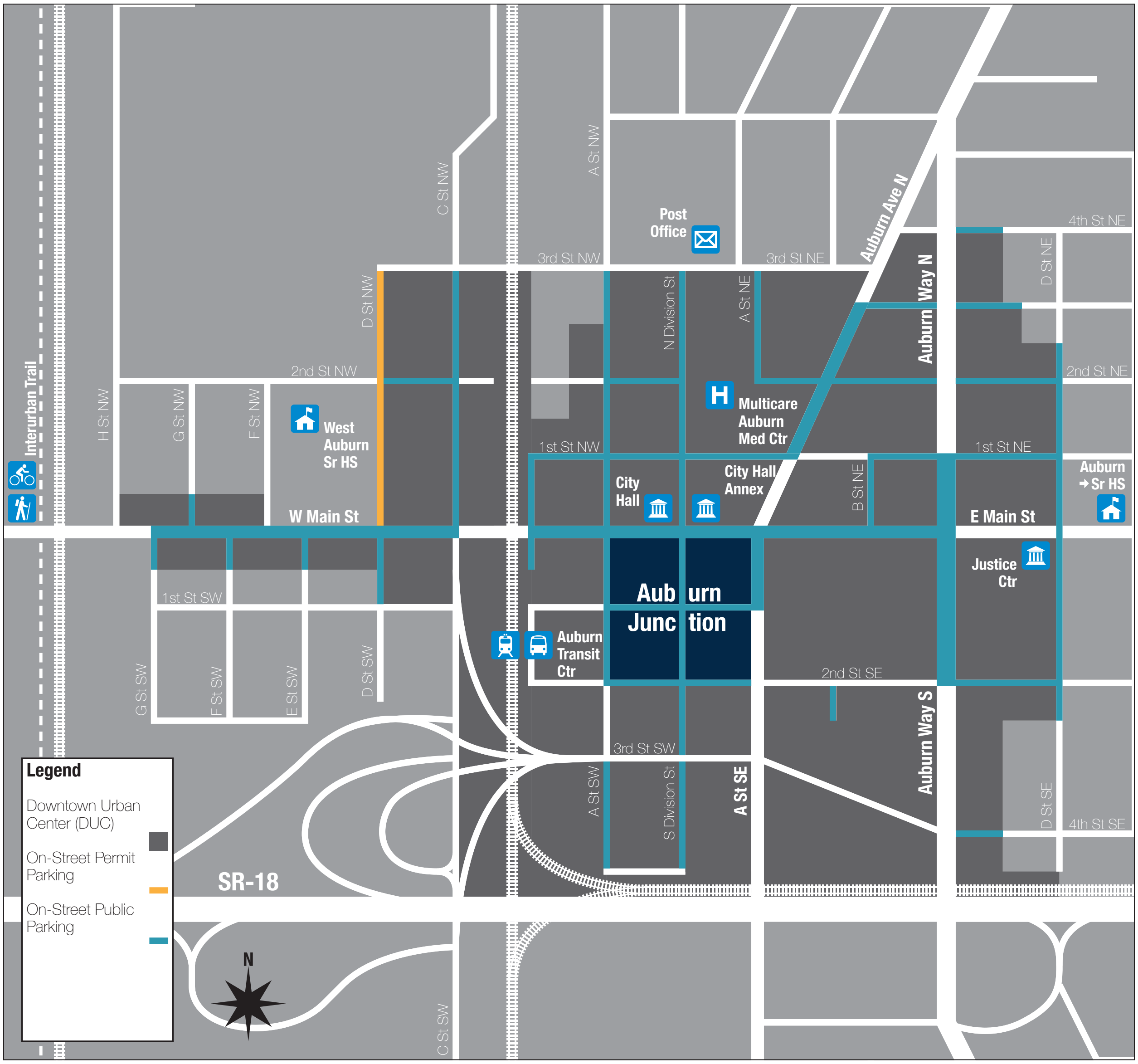


Figure 2.1.1 - Location of On-Street Parking

Approximately 1/5 of parking spaces in the DUC are City-owned and/or City-run; the remainder are provided by the private sector. Neither the City nor the private sector currently provide hourly or daily paid parking. Paid parking in the City is limited to monthly permit parking provided by the City and parking provided as part of commercial and residential unit sales and leases in the private sector.

EXISTING USAGE

According to the occupancies observed in the *Downtown Urban Center On- and Off-Street Parking Supply and Demand*

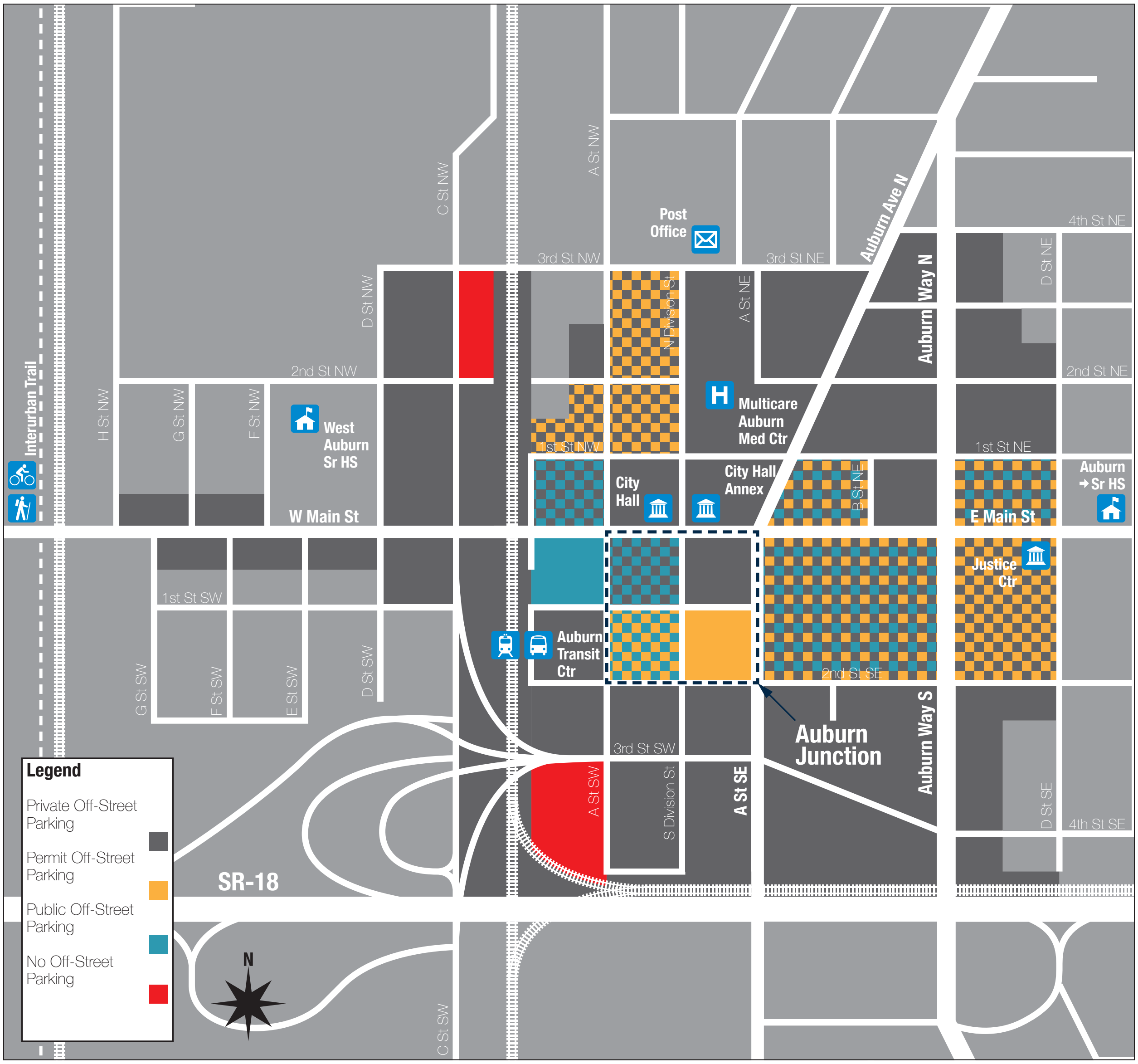


Figure 2.1.2 - Location of Off-Street Parking

Analysis, the DUC as a whole skews toward higher parking occupancy during the first half of the day and specifically experiences peak parking occupancy during lunchtime (11am-2pm)[5] on weekdays. While not an exact daily occupancy for all days in the DUC, it was observed for the Analysis that during this time 2,666

[5] Morning (9-11am), lunchtime (11am-2pm), afternoon (2-5pm), and evening (5-7pm) time segments per the *Downtown Urban Center On-and Off-Street Parking Supply and Demand Analysis.*

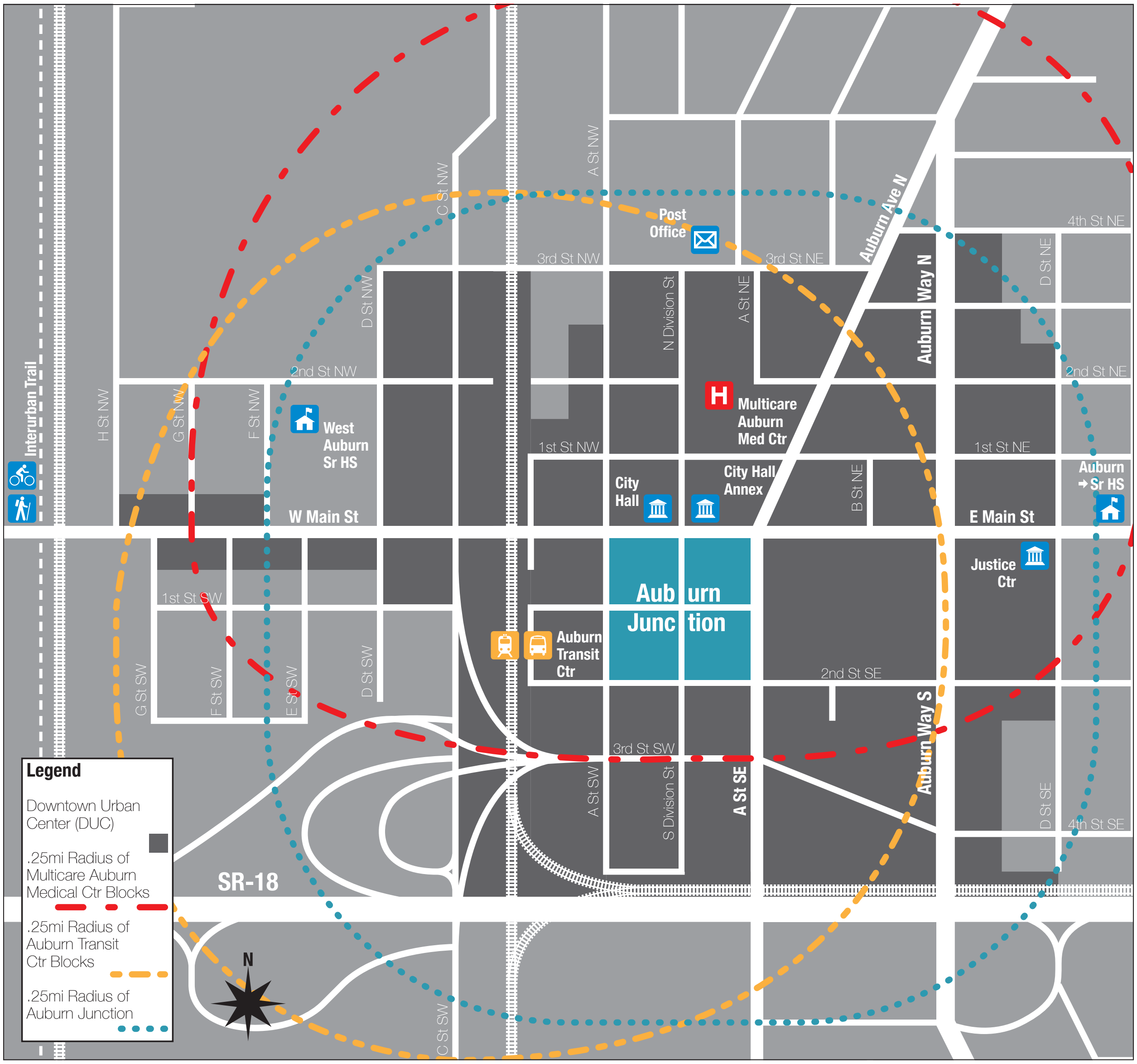


Figure 2.1.3 - Parking Within Walking Distance (1/4 Mile)

parking spaces are occupied (56%) and 2,213 parking spaces are available (44%). On the weekend, the DUC experiences peak parking occupancy during daytime Saturday[6], with 1,721 (35%) parking spaces occupied and 3,158 (65%) spaces available.

[6] Due to limited resources, data collected on weekends for the *Downtown Urban Center On- and Off-Street Parking Supply and Demand Analysis* was limited to daytime and nighttime only, rather than specific time segments. For the same reason, off-street parking occupancies are extrapolated, as off-street parking observed does not include all off-street parking spaces in the DUC.

Block-by-block, peak parking occupancy also occurs during lunchtime on weekdays, with the average block 43% occupied. Few blocks, even when considering on- and off-street parking separately, ever exceed 85% occupied, the widely adopted threshold for optimal parking occupancy espoused by Donald Shoup, parking professor, researcher, economist, and author of *The High Cost of Free Parking*. For those blocks that do, very few exceed 85% occupancy for more than one time segment per day.

There are 2 types of blocks with on- or off-street parking that exceed 85% occupancy throughout the day (**Figure 2.1.4**). The less problematic are blocks with available parking spaces nearby when exceeding 85% occupancy (blocks of moderate concern). For example, >85% occupancy in on-street parking on one block is potentially negated with <85% occupancy in off-street parking on the same block and/or <85% occupancy in on- or off-street parking within a 2-block radius. Blocks that fall into this category include the Auburn Avenue Theater, Truitt Building, and Agrishop blocks for on-street parking and the Truitt Building and (on the weekend) Multicare Auburn Medical Center blocks for off-street parking. The more vexing blocks are those without available parking spaces nearby when exceeding 85% occupancy (blocks of heavy concern). These include the Wayland Arms (King County Housing Authority) block and Multicare Auburn Medical Center blocks for on-street parking and (on weekdays) the Auburn Transit Center garage and surface parking lot blocks.

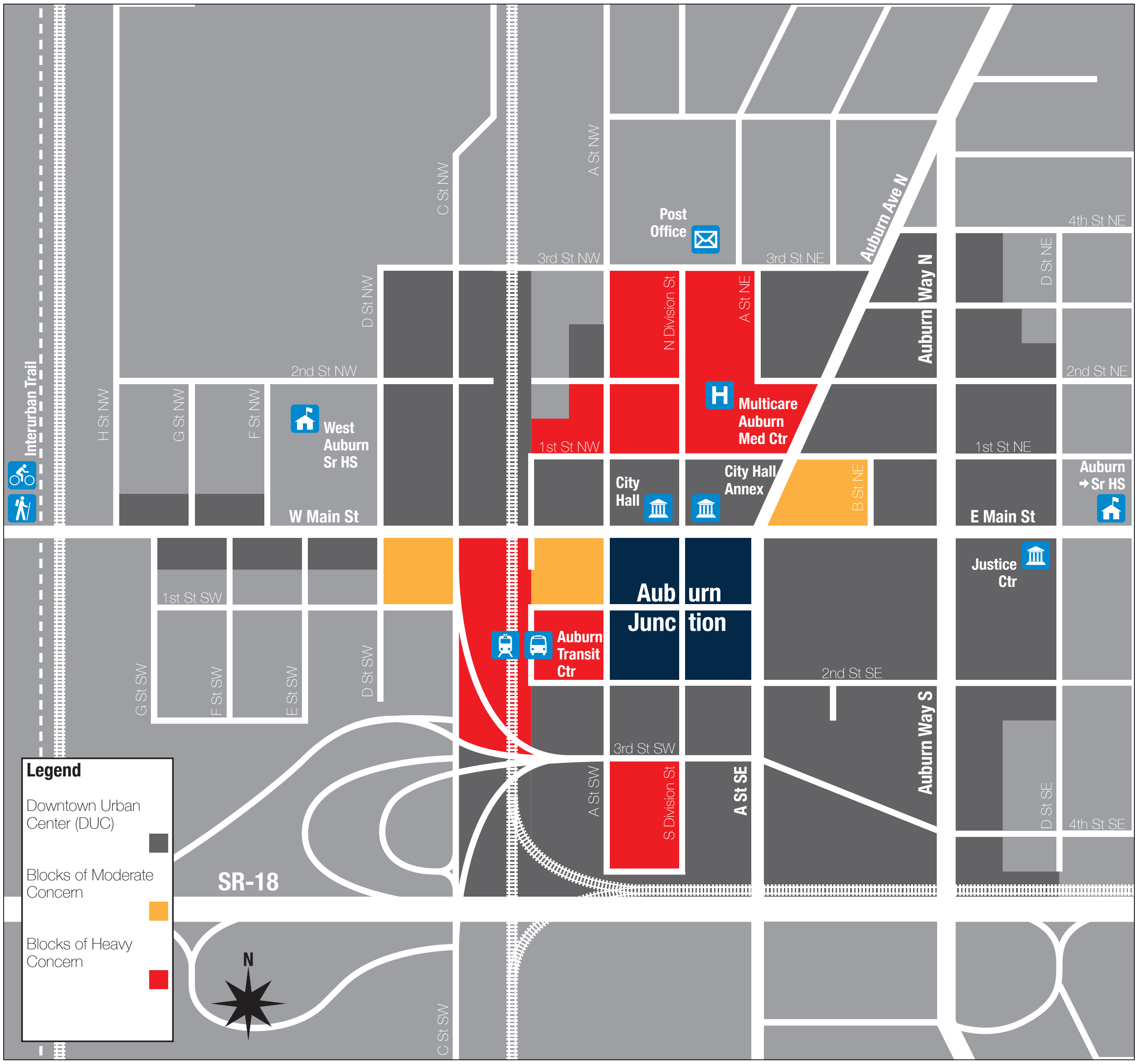


Figure 2.1.4 - Blocks of Parking Concern (Existing)

Figure 2.2.1 - The Auburn Transit Center garage (above) and surface parking lots (bottom) are already at capacity.

2.2 – Future Parking Infrastructure, Resources, and Usage

FUTURE INFRASTRUCTURE AND RESOURCES

Prior to the *Comprehensive Downtown Parking Management Plan (CDPMP)*, there has been no recent consideration by the City to expand on- and off-street parking resources in the DUC.

Per the *Comprehensive Transportation Plan*, only one future roadway capacity improvement project identified (F ST SE between 4th ST SE and Auburn Way S) includes the addition of on-street parking and is located outside of the DUC.

Additionally, neither land acquisitions for off-street parking nor improvement of existing municipal properties for off-street parking have been identified in the *2013-2018 Capital Facilities Plan*.

The Auburn Transit Center garage and surface parking lots (**Figure 2.2.1**), which are already at capacity, are not operated by the City, but by Sound Transit. While Sound Transit committed to a second Auburn Transit Center parking garage as part of the Sound Transit 2 package of improvements approved by voters in 2008, and the *Comprehensive Transportation Plan* recommends that Sound Transit immediately work with the City to create the additional parking, the facility has been put on hold as funding has not been identified. Funding of $1.3 million to $1.5 million, however, does exist from Metro for an Auburn Transit Center-adjacent parking facility that serves commuters during weekdays and other users at all other times, though no specific site has been selected and acquired. The funding originates from the sale agreement for the existing Metro park and ride near 15th ST NE and A ST NE, but no construction date has been forecasted. While the City is open to discussing interim Sound Transit and Metro parking solutions, the planned permanent Sound Transit- and Metro-funded parking spaces are therefore not included as available future supply[7].

Instead, any physical expansion of overall parking supply in the foreseeable future is anticipated to be code-required off-street parking constructed for private development in the DUC only. As of the report's writing, only plans for one project has emerged that will noticeably increase parking supply in the DUC. The project occupies half of the northeastern block of Auburn Junction, where

[7] Though not anticipated, Scenario 1b in the 'FUTURE USAGE' subsection includes as available future supply the number of Sound Transit- and Metro-funded parking spaces matching the anticipated increase in transit demand, solely as basis for analysis of existing public parking resources' ability to accommodate non-transit demand.

development activity of significant scale is expected to occur[8] in downtown Auburn. Per the plans received by the Planning and Development Department, the project will be a 5-story, 126-unit, commercial/residential mixed use building (**Figure 2.2.2**) providing a net increase of 110[9] parking spaces to the parking supply identified in the *Downtown Urban Center On-and Off-Street Parking Supply and Demand Analysis*. Three (3) additional blocks of mixed use buildings totaling about 693 units are expected to be constructed in Auburn Junction[10] and about 693 parking spaces will be added to the DUC's parking supply[11].

Figure 2.2.2 - Rendering of the proposed 5-story, 126-unit, commercial/residential mixed use building in the northeastern block of Auburn Junction.

Other potential private development and redevelopment activity in the DUC is unlikely to result in increases to the DUC's overall parking supply. The *Market Analysis* prepared for the City by Gardner Economics in 2011 noted that structured and underground parking is the biggest barrier to development in the Auburn Junction blocks. In addition, the *Auburn Junction Design Guidelines* allow for exemption from providing on-site parking for non-residential uses if "adequate parking in public rights-of-way and offsite public facilities" can be demonstrated. For the rest of the DUC, ACC Section 18.29.060(H) also specifies that changes of use in existing buildings, expansions of not more than 25% in floor area, and new retail and restaurant developments of less than 3,000SF are exempt from providing any additional parking spaces at all. While any development or redevelopment activity in the DUC outside of those exemptions are required to contribute to contribute a fee in lieu of providing required parking spaces, the date of construction for a City parking structure, if any, is indeterminate.

As such, about 803 parking spaces are anticipated to be added to the DUC overall in the foreseeable future.

FUTURE USAGE

Parking demand forecasting performed for the DUC derives from known projects in the pipeline, the *Market Analysis*, Sound Transit's June 2013 *CEO Report*, and Sound Transit's 2012 *Station Access Analysis*. The three (3) documents identify the primary demand-impacting trends and activities, as follows:

[8] Plans have been received for the northeastern block. The mostly City-owned southeastern and southwestern blocks sold October 2013. See 'FUTURE USAGE' subsection for detailed demand modeling.
[9] The project will provide 54 parking spaces and repurpose the existing Cavanaugh parking structure, whose 56-space second floor was not included in the parking supply in the *Downtown Urban Center On-and Off-Street Parking Supply and Demand Analysis*, to provide the remainder of its code-required parking.
[10] See 'FUTURE USAGE' subsection for detailed demand modeling.
[11] Per the *Auburn Junction Design Standards*, all residential uses in Auburn Junction are required to provide parking spaces on-site per the one (1) parking space per dwelling unit ratio specified in ACC Section 18.29.060(H).

Market Analysis (Gardner Economics)

- Demand for retail space in Auburn Junction will arrive after residential development has commenced.
- Smaller scale apartment projects are viable with phased development of commercial space.

CEO Report (Sound Transit)

- Three (3) Seattle-bound and one (1) Tacoma/Lakewood-bound Sounder commuter rail roundtrips will be added in the next 4 years (2013-2017), if plans do not otherwise change.

Station Access Analysis (Sound Transit)

- Auburn Transit Center arrivals by car (park and ride) will decrease over time with shift to arrivals by public transportation, bicycling, and walking.

Since anticipated development and redevelopment for the DUC is unclear relative to anticipated development in Auburn Junction and the Sound Transit's projections only extends to 2017, demand forecasting in the current *CDPMP* will be limited in scope to the subsequent 10 years. Specifically, parking demand in the DUC can be forecasted with reasonable accuracy in the short term (2014-2018, 1-5 years) and vaguer accuracy in the long term (2019-2023, 6-10 years).

SHORT TERM (1-5 YEARS)

Residential Parking Demand:

The project at the northeastern Auburn Junction block will add 126 studio, 1-bedroom, and 2-bedroom apartment units per application materials received by the Planning and Development Department.

As previously identified, the remaining Auburn Junction blocks are likely to collectively add 693 apartment units[12]. Over the next 5 years, construction of 819 apartment units can be assumed with reasonable confidence. Per the parking ratios specified in ACC Section 18.29.060(H), the total new short-term residential parking demand is **819 spaces**.

Commercial Parking Demand:

The project at the northeastern Auburn Junction block will add 5,195SF of commercial space per application materials received by the Planning and Development Department.

While no project has come forward for the other blocks, ground floor spaces in Auburn Junction that front E/W Main Street and S Division Street are required to be retail, restaurant, or personal service

[12] The 126-unit building proposed in half of the northeastern Auburn Junction block is reasonably consistent with the Market Analysis. It is consequently realistic to assume that the other Auburn Junction blocks will be developed with no more than 126 units each per half block. Excluding the parcels that contain the Sunbreak Café, a successful restaurant entity that is unlikely to be developed, there are 2.75 blocks available for residential development.

uses per the *Auburn Junction Design Guidelines*. Given the ratio of commercial space to parcel size in the proposed project in the northeastern block of Auburn Junction, it is assumed that the same ratio for ground floors in the remaining blocks will be developed as commercial space.

Under that scenario, approximately 29,075SF of commercial space in total will become available as a result of short-term development activity, of which 22,389SF will be occupied in the short-term. This is based on the total SF of the remaining Auburn Junction parcels plus vacated alleyways, less the following:

- The Plaza Park and Sunbreak Café parcels at the northwest Auburn Junction block; the former, a permanent public amenity and the latter, a successful restaurant entity; and

- 6,686SF in the northwest Auburn Junction block, whose commercial spaces will likely be occupied in the long-term, assuming that this block will be the last to develop (since it has not sold and is not owned by the City, unlike most of the properties in the southeast and southwest blocks)

The *Market Analysis* identified this commercial demand as retail or restaurant in nature. More specifically, it predicted positive localized effects of a residential base at Auburn Junction on demand for food (restaurants/groceries), apparel, healthcare, entertainment (public venues/retail), personal care (services/retail), and books and magazines. As demand for groceries is already served by the existing Safeway just east of Auburn Junction, across A ST SE, it is unlikely that an additional grocery store will locate in Auburn Junction. Since groundfloor spaces in Auburn Junction are required to be retail, restaurant, or personal service uses, it is also unlikely that medical offices will locate in Auburn Junction.

Should the occupancy of the commercial space at Auburn Junction be a scenario where it is divided evenly between the localized short-term commercial demand generated by the projected residential base, the following SF of occupancy and associated parking demand per ACC Section 18.29.060(H) is expected:

- Food (restaurants) – 4,478SF at 0.5/4 seats[13] = 26 parking spaces
- Apparel – 4,478SF at 2/1,000SF = 9 parking spaces
- Entertainment (public venues) – 2,239SF at 5/1,000SF[14] = 11 parking spaces
- Entertainment (retail) – 2,239SF at 2/1,000SF = 4parking spaces
- Personal care (services) – 2,239SF at 2/1,000SF[15] = 4 parking spaces
- Personal care (retail) – 2,239SF at 2/1,000SF = 4 parking spaces
- Books and magazines – 4,478SF at 2/1,000SF = 9 parking spaces

There is also about 12,254SF of commercial vacancy in the DUC overall, of which 3,200SF is expected to be occupied in the short-term by a business that provides spa-like services. Since personal care (services) require 2/1,000SF, the parking demand for this business is 6 parking spaces.

The total new short-term commercial parking demand is therefore **73 spaces**.

[13] Each seat is 15SF of floor area (excluding kitchens) on average per *Design and Equipment for Restaurants and Food Service: A Management View*, "A Business Link" (Government of Alberta website), and Chuck Gohn Restaurant Associates NW; 30% of floor area is for kitchens per "The Average Cost of Opening a Restaurant", based on an Ohio State University Survey.

[14] Per ACC Section 18.29.060(H) footnote (1), a parking study may be required to parking demand for uses not listed; in lieu of doing so for the *CDPMP*, parking demand for entertainment venues in Auburn Junction were calculated at 5/1,000SF, the ratio for commercial recreation (indoor) uses per ACC Section 18.52.020.

Auburn Transit Center Demand

Per the June 2013 *CEO Report*, Sound Transit intends to add one (1) Seattle-bound Sounder commuter rail roundtrip in 2013, 2016, and 2017, and one (1) Tacoma/Lakewood-bound roundtrip in 2016, for a total of 3 additional morning trips to Seattle and 1 additional morning trip to Tacoma in the short-term (thru 2018).

Per the *2013 Service Implementation Plan (SIP)*, there were 963 daily boardings across seven (7) Seattle-bound trains and 21 daily boardings across two (2) Tacoma-bound trains at Auburn Transit Center.

Assuming proportional growth between service and ridership, Sounder commuter rail service expansion in the short-term could potentially bring 425 new riders to Auburn Transit Center. Based on previous and October 2013 Public Works staff observations, 80% of arrivals at Auburn Transit Center are by car (park and ride)[16]. No statistically significant decrease in percentage of car (park and ride) arrivals is expected in the short term (thru 2018)[17].

Therefore, the new total short-term parking demand for 425 riders is **340 spaces**.

Displaced Parking Demand

Existing off-street private, permit, and public parking lots in the Auburn Junction blocks will become permanently displaced as part of development in the short term. During lunchtime on weekdays, when the DUC experiences peak parking occupancy, the existing off-street parking lots in the Auburn Junction parcels to be developed are occupied by 251 cars; during the day on Saturday, when the DUC experiences peak parking occupancy on the weekend, the same are occupied by 39 cars[18].

The displaced total short-term parking demand is **251 spaces** on weekdays and **39 spaces** on weekends.

[15] Per ACC Section 18.29.060(H) footnote (1), a parking study may be required to parking demand for uses not listed; in lieu of doing so for the *CDPMP*, parking demand for personal care services in Auburn Junction were calculated at 2/1,000SF, the ratio for retail uses in the DUC per ACC Section 18.29.060(H); retail uses below 15,000SF generate the same parking demand as personal service shops per ACC Section 18.52.020.

[16] The 2012 *Station Access Analysis* noted 65% of arrivals by car (park and ride), and the 2011 *State of the Stations* noted 62% of riders surveyed arrived by car (park and ride). This is contrary to multiple observations made by the Public Works Department and therefore disregarded.

[17] While the 2012 *Station Access Analysis* projects that arrivals by car (park and ride) by 2030 will decrease to 47% with land use projections or 33% with land use projections and Auburn Transit Center-adjacent improvement projects, this is not anticipated to occur based on previous trends observed by Public Works Division staff, demographic information on Sounder commuter rail riders, and anticipated decreases in existing transit services to and from Auburn Transit Center.

[18] Extrapolated from off-street parking observed for the *Downtown Urban Center On- and Off-Street Parking Supply and Demand Analysis*, which does not include data for all off-street parking spaces due to limited resources.

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Total New Short-Term Parking Demand - At a Glance (**Figure 2.2.3**)

Parking Demand Generator	No. of Parking Spaces
Residential	819
Commercial	73
Residential + Commercial	**892**
Auburn Transit Center	**340**
Displaced Parking Demand (Weekday)	**251**
Displaced Parking Demand (Weekend)	39

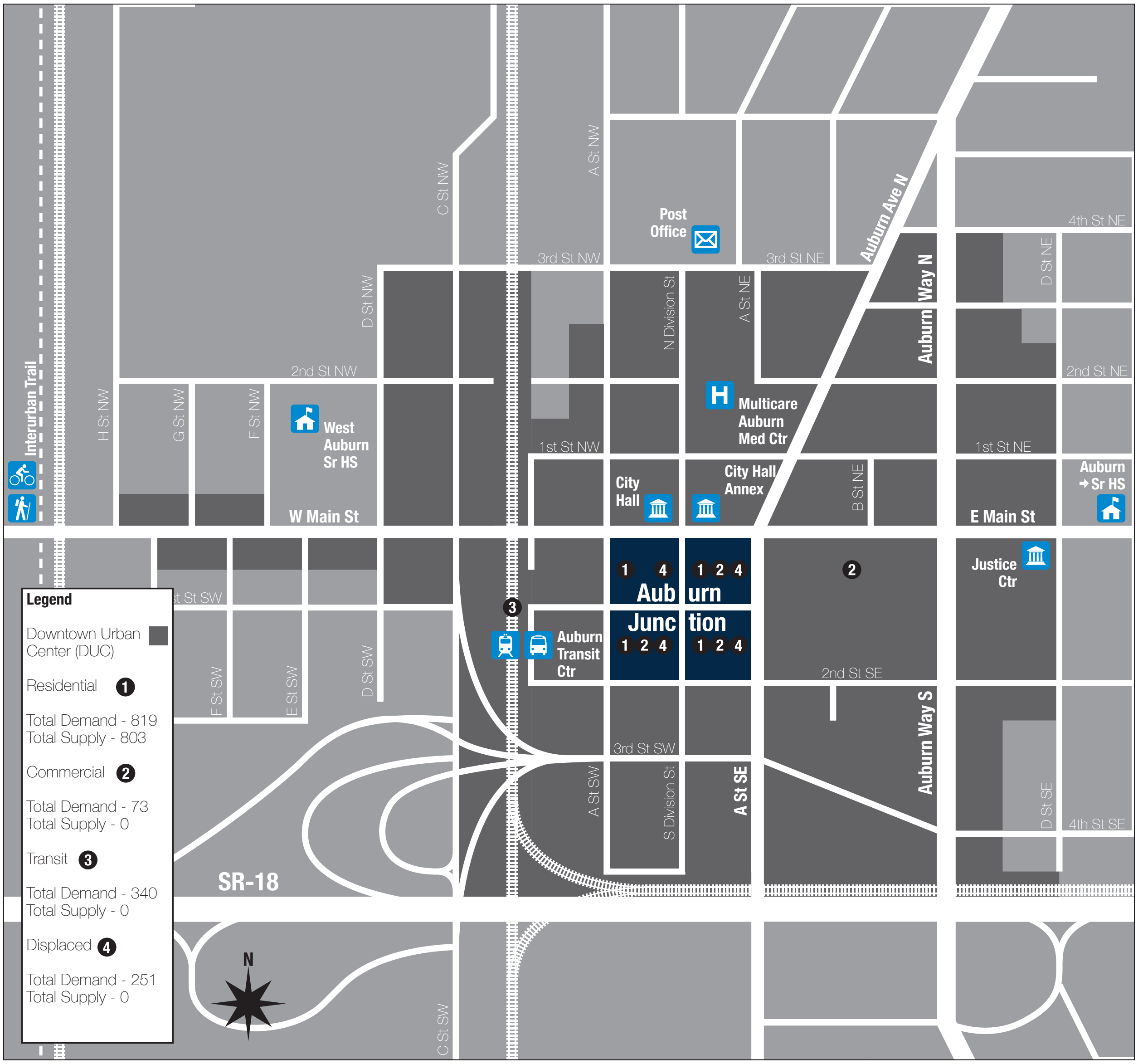


Figure 2.2.3 - Total New Short-Term Parking Supply and Demand - By Location

Total New Short-Term Parking Scenarios

Parking Scenario 1a: Weekday Peak (11am - 2pm) New Sound Transit- and Metro-Funded Parking Garages NOT Constructed		
Supply	**Demand**	**Result**
803 new dedicated off-street parking spaces	1,483 parking spaces	680 deficit in dedicated off-street parking spaces
2,125* existing unoccupied parking spaces at weekday peak in the DUC	680 parking spaces not provided by dedicated off-street parking spaces	1,445 surplus in total available parking spaces in the DUC
437* existing public[19] parking spaces	**680 parking spaces not provided by dedicated off-street parking spaces**	**243 deficit in total available public parking spaces in the DUC**

If Sound Transit- and Metro-funded parking garages are not constructed, dedicated off-street parking is not anticipated to be adequately supplied. Though the new parking demand can be absorbed into the DUC's total existing parking resources, inclusive of permit-only and private off-street parking spaces, it cannot be adequately absorbed by only the total available public parking resources, even when considering commuters parking in on- and off-street public parking throughout the entire DUC.

Parking Scenario 1b: Weekday Peak (11am - 2pm) New Sound Transit- and Metro-Funded Parking Garages ARE Constructed		
Supply	**Demand**	**Result**
1,143 new dedicated off-street parking spaces	1,483 parking spaces	340 deficit in dedicated off-street parking spaces
2,125* existing unoccupied parking spaces at weekday peak in the DUC	340 parking spaces not provided by dedicated off-street parking spaces	1,785 surplus in total available parking spaces in the DUC
437* existing public parking spaces	**340 parking spaces not provided by dedicated off-street parking spaces**	**93 surplus in total available public parking spaces in the DUC**

If Sound Transit- and Metro-funded parking garages are constructed, dedicated off-street parking is still not anticipated to be adequately supplied. Though not only can the new parking demand be absorbed into the DUC's total existing parking resources, inclusive of permit-only and private off-street parking spaces, it can also be adequately absorbed by only the total available public parking resources in the entire DUC. Most of these available public parking resources are located within an approximately 1/4-mile walking distance of Auburn Junction, where the bulk of future non-transit demand is anticipated. There is opportunity for improvement, however, in east-west connections to parking spaces across C ST NW/SW and the BNSF railroad tracks to the west and across Auburn Ave N/A ST SE and Auburn Way N/S to the east.

[19] City-owned and/or run unlimited time, time-limited, and loading zones on-street public parking and time-limited off-street parking open to non-permit holders.

Parking Scenario 1c: Weekend Peak (Daytime Saturday) New Sound Transit- and Metro-Funded Parking Garages NOT Constructed		
Supply	**Demand**	**Result**
803 new dedicated off-street parking spaces	921[21] parking spaces	128 deficit in dedicated off-street parking spaces
3,158** existing unoccupied parking spaces at weekend peak in the DUC	128 parking spaces not provided by dedicated off-street parking spaces	3,130 surplus in total available parking spaces in the DUC
429* existing on-street public parking spaces**	**128 parking spaces not provided by dedicated off-street parking spaces**	**301 surplus in total available on-street public parking spaces in the DUC**

If Sound Transit- and Metro-funded parking garages are not constructed, dedicated off-street parking is still not anticipated to be adequately supplied even with no Sounder commuter rail service on weekends. That being said, the new parking demand can be adequately absorbed by the total available public parking resources in the DUC, even without accounting for off-street public parking resources. Most of these available public parking resources are located within an approximately 1/4-mile walking distance of Auburn Junction, where the bulk of future non-transit demand is anticipated. There is opportunity for improvement, however, in east-west connections to parking spaces across C ST NW/SW and the BNSF railroad tracks to the west and across Auburn Ave N/A ST SE and Auburn Way N/S to the east.

* Adjusted for existing off-street private, permit, and public parking spaces in Auburn Junction blocks that will become permanently displaced as part of development in the short term.

** Extrapolated from off-street parking observed for the *Downtown Urban Center On- and Off-Street Parking Supply and Demand Analysis*, which does not include data for all off-street parking spaces due to limited resources.

*** Off-street public parking unable to be extrapolated from the off-street parking observed for the *Downtown Urban Center On- and Off-Street Parking Supply and Demand Analysis*.

[20] Sounder commuter rail service does not currently run on weekends. Per the 2013 *SIP*, weekend Sounder commuter rail service is not anticipated.

LONG TERM (6-10 YEARS)

Residential Parking Demand

Outside of the apartments developed in Auburn Junction over the short-term, the number of apartments developed in the DUC overall over the long-term is unknown. No City document projects the expected apartment units in the DUC overall over the next 10 years with reasonable confidence.

Assuming residential market saturation for the DUC and absent any anticipated new significant residential development in the long-term, the total new long-term residential parking demand is hence **0 spaces.**

Commercial Parking Demand

The final 6,686SF of commercial space developed in the Auburn Junction blocks will likely be occupied in the long term, to account for the lag between development of residences and occupancy of associated commercial space.

Should the occupancy of the commercial space at Auburn Junction be divided evenly between the long-term localized commercial demand generated by the projected residential base, the following SF of occupancy and associated parking demand per ACC Section 18.29.060(H) is expected[21]:

- Food (restaurants) – 1,337SF at 0.5/4 seats = 8 parking spaces
- Apparel – 1,337SF at 2/1,000SF = 3 parking spaces
- Entertainment (public venues) – 669SF at 5/1,000SF = 3 parking spaces
- Entertainment (retail) – 669SF at 2/1,000SF = 1 parking spaces
- Personal care (services) – 669SF at 2/1,000SF = 1 parking spaces
- Personal care (retail) – 669SF at 2/1,000SF = 1 parking spaces
- Books and magazines – 1,337SF at 2/1,000SF = 3 parking spaces

In addition, assuming the remaining 9,054SF[22][23] of vacant commercial space in the DUC is occupied in the long-term as a result of the anticipated demand generated by Auburn Junction, and occupancy is divided evenly between the long-term localized commercial demand generated by the projected residential base, the following SF of occupancy and associated parking demand per ACC Section 18.29.060(H) is expected:

- Food (restaurants) – 1,811SF at 0.5/4 seats = 11 parking spaces
- Apparel – 1,811SF at 2/1,000SF = 4 parking spaces
- Entertainment (public venues) – 905SF at 5/1,000SF = 5 parking spaces
- Entertainment (retail) – 905SF at 2/1,000SF = 2 parking spaces
- Personal care (services) – 905SF at 2/1,000SF = 2 parking spaces

[21] See 'Commercial Parking Demand' under 'FUTURE USAGE – SHORT-TERM (1-5 YEARS)' for detailed calculation methodology.

[22] Based on an October 2013 physical survey of vacant commercial spaces in the DUC, excluding vacancies with off-street private parking. With 1,000+ off-street private parking spaces available at the weekday peak of lunchtime (11am-2pm), it is not anticipated that occupancy of vacant commercial spaces with off-street private parking will generate any on-street parking impacts, nor is it anticipated that the same occupancy will be statistically significant regarding the overall reduction of parking supply in the DUC.

[23] Excludes any potential vacancies in the long-term, in the DUC.

- Personal care (retail) – 905SF at 2/1,000SF = 2 parking spaces
- Books and magazines – 1,811SF at 2/1,000SF = 4 parking spaces

The total new long-term commercial parking demand is therefore **50 spaces**.

Auburn Transit Center Demand

While the June 2013 *CEO Report* and 2013 *SIP* identify Sounder commuter rail service expansion for the short term, no document projects service levels beyond the short term (thru 2018). For the purposes of estimating parking demand in the *CDPMP* and absent any projection or promise by Sound Transit, it is assumed that Sound Transit will mirror Sounder commuter rail service expansion in the short-term, and thus parking demand for 3 additional Seattle-bound roundtrips and 1 additional Tacoma/Lakewood-bound roundtrip in the long-term (thru 2023) is anticipated.

Using the same assumption of proportional growth between service and ridership[24], Sounder commuter rail service expansion in the long-term could potentially bring 425 new riders to Auburn Transit Center. Based on previous and October 2013 Public Works staff observations, 80% of arrivals at Auburn Transit Center are by car (park and ride)[25]. No statistically significant decrease in percentage of car (park and ride) arrivals is expected in the long term (thru 2023)[26].

Due to the anticipated mode shift in arrivals to Auburn Transit Center, the new total long-term parking demand for 425 riders is **340 spaces**.

Displaced Parking Demand

Existing off-street private, permit, and public parking lots in the Auburn Junction blocks will already have become permanently displaced as part of development in the short term.

The displaced total long-term parking demand is therefore **0 spaces** on weekdays and weekends.

[24] See 'Auburn Transit Center Demand' under 'FUTURE USAGE – SHORT-TERM (1-5 YEARS)' for detailed calculation methodology.
[25] The 2012 *Station Access Analysis* noted 65% of arrivals by car (park and ride), and the 2011 *State of the Stations* noted 62% of riders surveyed arrived by car (park and ride). This is contrary to multiple observations made by the Public Works Division and therefore disregarded.
[26] While the 2012 *Station Access Analysis* projects that arrivals by car (park and ride) by 2030 will decrease to 47% with land use projections or 33% with land use projections and Auburn Transit Center-adjacent improvement projects, this is not anticipated to occur based on previous trends observed by Public Works Department staff, demographic information on Sounder commuter rail riders, and anticipated decreases in existing transit services to and from Auburn Transit Center.

Total New Long-Term Parking Demand - At a Glance (**Figure 2.2.4**)

Parking Demand Generator	No. of Parking Spaces
Residential	0
Commercial	50
Residential + Commercial	**50**
Auburn Transit Center	**340**
Displaced Parking Demand (Weekday)	**0**
Displaced Parking Demand (Weekend)	0

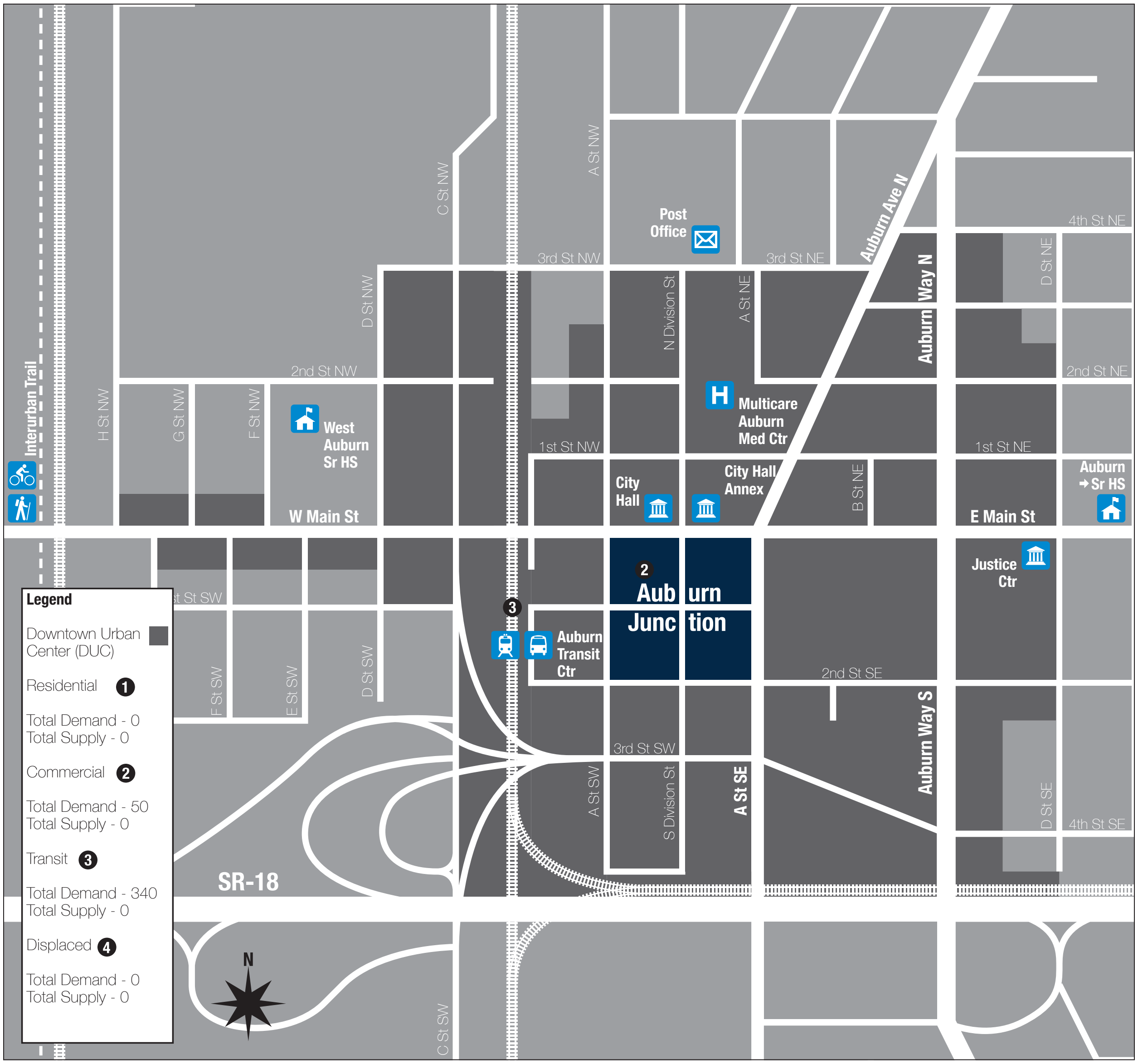


Figure 2.2.4 - Total New Long-Term Parking Supply and Demand - By Location

Total New Long- and Short-Term Combined Parking Demand - At a Glance (**Figure 2.2.5**)

Parking Demand Generator	No. of Parking Spaces
Residential	0
Commercial	50
Residential + Commercial	**50**
Auburn Transit Center	**340**
Displaced Parking Demand (Weekday)	**0**
Displaced Parking Demand (Weekend)	0

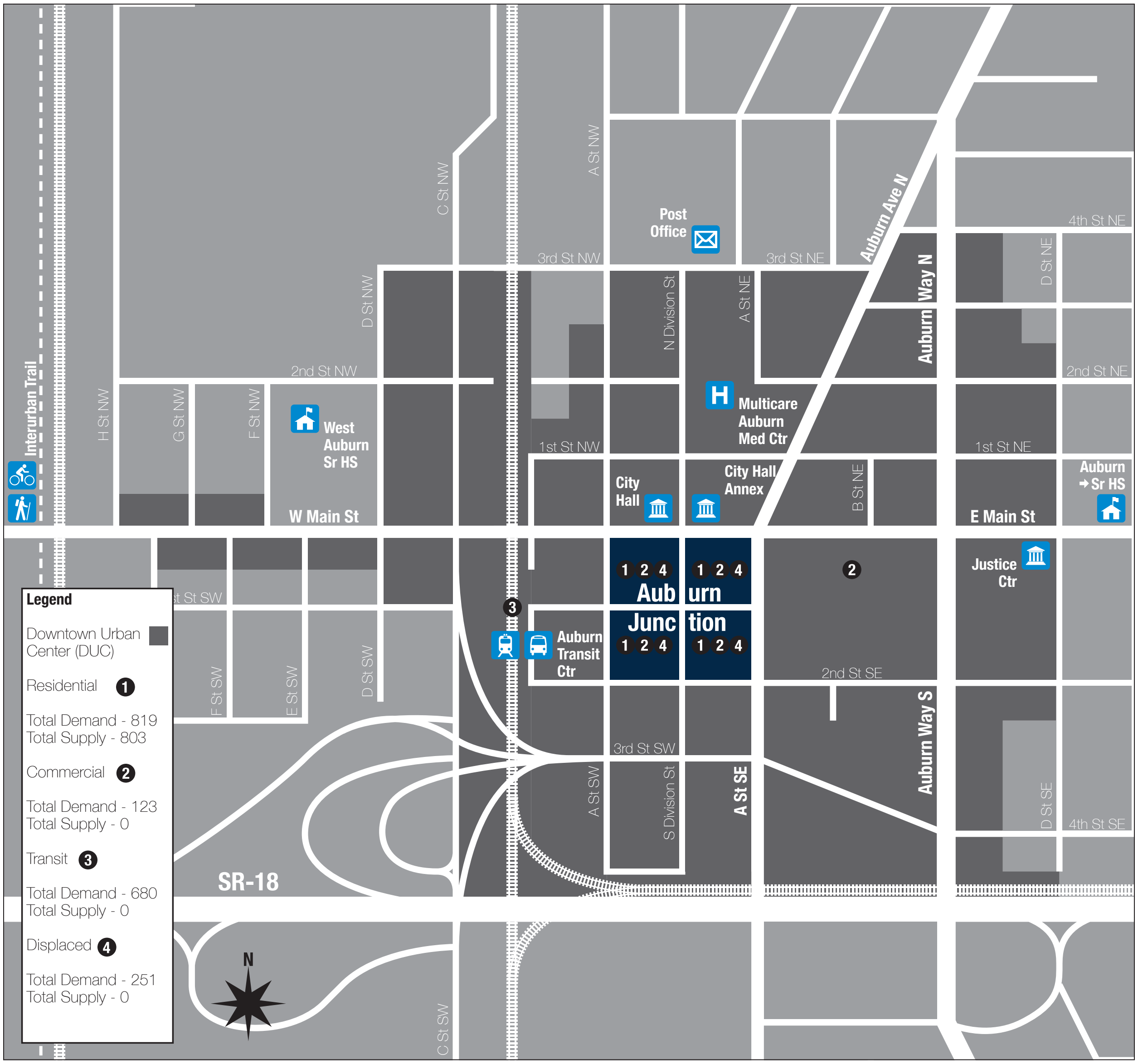


Figure 2.2.5 - Total New Long- and Short-Term Combined Parking Supply and Demand - By Location

Total New Long- and Short-Term Combined Parking Scenarios

Parking Scenario 1a: Weekday Peak (11am - 2pm) New Sound Transit- and Metro-Funded Parking Garages NOT Constructed		
Supply	**Demand**	**Result**
803 new dedicated off-street parking spaces	1,873 parking spaces	1,070 deficit in dedicated off-street parking spaces
2,125* existing unoccupied parking spaces at weekday peak in the DUC	1,070 parking spaces not provided by dedicated off-street parking spaces	1,055 surplus in total available parking spaces in the DUC
437* existing public[27] parking spaces	**1,070 parking spaces not provided by dedicated off-street parking spaces**	**633 deficit in total available public parking spaces in the DUC**

If Sound Transit- and Metro-funded parking garages are not constructed, dedicated off-street parking is not anticipated to be adequately supplied. Though the new parking demand can be absorbed into the DUC's total existing parking resources, inclusive of permit-only and private off-street parking spaces, it cannot be adequately absorbed by only the total available public parking resources in the DUC, even when considering commuters parking in on- and off-street public parking throughout the entire DUC.

Parking Scenario 1b: Weekday Peak (11am - 2pm) New Sound Transit- and Metro-Funded Parking Garages ARE Constructed		
Supply	**Demand**	**Result**
1,483 new dedicated off-street parking spaces	1,873 parking spaces	390 deficit in dedicated off-street parking spaces
2,125* existing unoccupied parking spaces at weekday peak in the DUC	390 parking spaces not provided by dedicated off-street parking spaces	1,735 surplus in total available parking spaces in the DUC
437* existing public parking spaces	**390 parking spaces not provided by dedicated off-street parking spaces**	**47 surplus in total available public parking spaces in the DUC**

If Sound Transit does construct a second Auburn Transit Center garage, dedicated off-street parking is still not anticipated to be adequately supplied. Though not only can the new parking demand be absorbed into the DUC's total existing parking resources, inclusive of permit-only and private off-street parking spaces, it can also be adequately absorbed by only the total available public parking resources in the DUC. Most of these available public parking resources are located within an approximately ¼-mile walking distance of Auburn Junction, where the bulk of future non-transit demand is anticipated. There is opportunity for improvement, however, in east-west connections to parking spaces across C ST NW/SW and the BNSF railroad tracks to the west and across Auburn Ave N/A ST SE and Auburn Way N/S to the east.

[27] City-owned and/or run unlimited time, time-limited, and loading zones on-street public parking and time-limited off-street parking open to non-permit holders.

Parking Scenario 1c: Weekend Peak (Daytime Saturday) New Sound Transit- and Metro-Funded Parking Garages NOT Constructed		
Supply	**Demand**	**Result**
803 new dedicated off-street parking spaces	981[28] parking spaces	178 deficit in dedicated off-street parking spaces
3,158** existing unoccupied parking spaces at weekend peak in the DUC	178 parking spaces not provided by dedicated off-street parking spaces	2,980 surplus in total available parking spaces in the DUC
429* existing on-street public parking spaces**	**178 parking spaces not provided by dedicated off-street parking spaces**	**251 surplus in total available on-street public parking spaces in the DUC**

If Sound Transit- and Metro-funded parking garages are not constructed, dedicated off-street parking is still not anticipated to be adequately supplied even with no Sounder commuter rail service on weekends. That being said, the new parking demand can be adequately absorbed by the total available public parking resources in the DUC, even without accounting for off-street public parking resources. Most of these available public parking resources are located within an approximately ¼-mile walking distance of Auburn Junction, where the bulk of future non-transit demand is anticipated. There is opportunity for improvement, however, in east-west connections to parking spaces across C ST NW/SW and the BNSF railroad tracks to the west and across Auburn Ave N/A ST SE and Auburn Way N/S to the east.

* Adjusted for existing off-street private, permit, and public parking spaces in Auburn Junction blocks that will become permanently displaced as part of development in the short term.

** Extrapolated from off-street parking observed for the *Downtown Urban Center On- and Off-Street Parking Supply and Demand Analysis*, which does not include data for all off-street parking spaces due to limited resources.

*** Off-street public parking unable to be extrapolated from the off-street parking observed for the *Downtown Urban Center On- and Off-Street Parking Supply and Demand Analysis.*

[28] Sounder commuter rail service does not currently run on weekends. Per the 2013 *SIP*, weekend Sounder commuter rail service is not anticipated.

Figure 2.3.1 - Typical wayfinding sign, which does not currently direct drivers to off-street parking

2.3 – Parking Organization, Management, Planning, and Investment

ORGANIZATION AND MANAGEMENT

The DUC parking system, which includes privately and municipally owned and/or operated parking spaces, falls under the authority of various private property owners and at least 6 departments and divisions within the City. These City departments and divisions include Planning, Public Works, Maintenance and Operations, Facilities, Police, and the Court Clerk.

Some components of the parking system are mainly managed by one department or division while responsibility for others are shared by multiple departments and divisions. Responsibilities are not clearly identified in the ACC. For instance, while signage in the City's off-street parking lots is collaboratively executed between the Facilities Department and Planning Division, the Public Works Division is identified as the responsible entity for "marking" off-street permit parking spaces for the City's vehicles per the ACC.

As such, there is opportunity for both increased coordination and clarity of roles. Examples of these opportunities include wayfinding signs (**Figure 2.3.1**) interspersed throughout the City (managed by the Public Works Division) that currently directs drivers towards landmarks only, but not to off-street no-permit parking in the DUC (managed by the Planning Division) and clarity of roles so that Planning and Public Works staff at the Permit Center can either directly provide information on how to pay or contest a parking citation (processed by the Court Clerk) or direct customers to the appropriate City contact with the information.

PLANNING

The City has not undertaken comprehensive planning for parking in the DUC with regularity, nor has it adopted any framework for future parking planning efforts.

Downtown Parking Plan (1996)

In fact, the last comprehensive parking plan (the *Downtown Parking Plan*) adopted for the DUC dates from 1996. The impetus for developing the *Downtown Parking Plan* was threefold:

- Passage of the Commute Trip Reduction law in Washington State, which mandated employers of a certain size to undertake measures to reduce single-occupancy vehicle commutes; the *Downtown Parking Plan* examined parking supply and demand management strategies as part of that mandate;

- Recurring parking concerns expressed by the downtown business community; and

- Anticipation of parking demand generated by a future transit hub (Auburn Transit Center).

The scope of the *Downtown Parking Plan* included the following:

- Extensive parking supply and demand analysis, including turnover rates, between the hours of 7am and 6pm for all areas of downtown Auburn[29];

- Future demand forecasting, incorporating projections from the City's *Comprehensive Plan* tempered with observations of development trends in downtown Auburn;

- Identification of significant downtown Auburn parking issues ; and

- Parking policies to address identified parking issues.

The parking policies fell under the umbrella strategy of reducing demand for parking, utilizing existing public parking resources more efficiently, increasing usage of underutilized private parking through lease and shared parking arrangements, and providing guidance for future purchase and establishment of public off-street parking lots in a manner that is phased, cost effective, and affordable for the City and downtown business and property owners.

Some specific parking policies directly affecting the City's physical parking resources have been adopted, such as the conversion of on-street parking spaces along the west side of Auburn Way S, between E Main ST and 2nd ST SE, to unlimited time, no-permit on-street parking, as it exists today (**Figure 2.3.2**).

Most specific parking policies that more indirectly affect the City's parking system have been adopted in the ACC. Policies such as maximum off-street parking requirements for development, shared parking and other required off-street parking reduction incentives, and employer incentives for non-single occupancy vehicle commutes have been adopted in ACC Chapter 18.52 – Off-Street Parking and Loading, ACC Chapter

Figure 2.3.2 - Looking south from E Main ST at on-street parking on the west side of Auburn Way S, implemented as a result of the 1996 *Downtown Parking Plan*.

[29] "Downtown" did not include all blocks of DUC and was generally smaller in geographic area.

18.29 – DUC Downtown Urban Center District, and ACC Chapter 10.02 – Commute Trip Reduction.

Other parking policies have not been adopted and are no longer applicable currently. For example, the proposed policy of encouraging employees to park in the residential neighborhoods east of Auburn Way N/S conflicts with concerns raised about non-residents parking on residential streets in the *Downtown Parking Survey*. On the other hand, some parking policies were not adopted, but are still applicable, such as better use of signage to direct drivers to available City off-street parking.

Comprehensive Downtown Parking Management Plan (CDPMP) (2013)

The current *CDPMP* comes seventeen (17) years subsequent the last concerted comprehensive planning effort. It contains much of the same elements as the *Downtown Parking Plan* as the level of assessment performed is either equivalent or in excess of that in other cities' plans.

Unlike the previous parking plan however, which was prepared by consultants, the current *CDPMP* is a product of City staff. The *CDPMP* also adds the toolbox, which presents the various best practices employed in the provision of parking, parking demand management, and operations of a parking system. It is a collection of tools intended to be updated periodically and should be considered at a glance whenever the City is looking to fine-tune its parking system. In its current iteration it includes best practices for provision of special event parking and real-time parking information, parking topics not addressed by the previous plan.

With the toolbox and as a whole, the *CDPMP* sets the framework for parking planning at a specific point in time and allows for flexibility to update its contents to suit future parking needs.

INVESTMENT

The City's current investment in the provision of off-street parking in the future is based on a two-pronged fee-in-lieu-of strategy.

All Auburn Junction development, per the *Auburn Junction Design Guidelines*, must provide required residential parking spaces on-site, though the same does not apply to non-residential uses. Although required non-residential parking spaces do not need to be provided on-site, a fee-in-lieu-of payment[30] is required to be made towards a fund for a future parking structure in the DUC if the non-residential demand cannot be adequately fulfilled by existing on- and off-street public parking resources[31].

DUC development at large also have the option for fee-in-lieu-of payments per ACC Section 18.29.060(H) as an alternative to provision of required spaces on-site[32]. Unlike the fee-in-lieu-of payments for Auburn Junction development, however, neither the *Downtown Urban Center Design Standards* nor the ACC direct these payments toward funding a future parking structure in the DUC.

[30] No per space fee-in-lieu-of payment is defined. Assessed on a case-by-case basis.
[31] The radius from an Auburn Junction development within which existing on- and off-street public parking resources may be considered "supply" is not defined.
[32] The maximum number of required on-site parking spaces allowed via fee-in-lieu-of payments is not defined.

2.4 – Parking Operations, Maintenance, and Marketing and Communications

OPERATIONS

Operation of the DUC parking system falls to the City for on-street parking spaces and off-street public and permit parking lots and private property owners for off-street parking lots located on their own property.

Activities associated with parking operations are minimal. None of the City's on-street parking spaces are metered, so operation is no more than ingress and egress from these spaces. Additionally, no off-street parking lot operated by the City or privately owned ever "opens" or "closes" in the DUC by way of gates or personnel. The only operational activity for parking is undertaken by Multicare Auburn Medical Center, which contracts out to a private company for operation of its complimentary valet service (**Figure 2.4.1**).

Figure 2.4.1 - Complimentary valet parking is advertised at the entrance to Multicare Auburn Medical Center on N Division ST.

OPERATIONS – SPECIAL EVENTS

Several seasonal events (**Figure 2.4.2**) currently draw big crowds to downtown Auburn and introduce additional demand into the existing parking system, while sometimes simultaneously reducing available parking supply.

Activities associated with the operation of the parking system on event days, like non-event days, is similarly minimal. No personnel direct drivers to parking for the Auburn International Farmers Market, which takes place weekly in the Auburn Transit Center plaza during summer months. Nor do any personnel direct drivers to parking for the Auburn Good Ol' Days festival, which takes place annually in the vicinity of E/W Main Street and closes several streets. Maps of parking locations on event days are not available online for either event and are generally not required for permit approval of special events.

Figure 2.4.2 - Dancers at the Auburn International Festival (above) and cars along E Main ST for the Auburn Good Ol' Days festival (below), both events that draw big crowds to downtown Auburn.

OPERATIONS – RATES, FEES, ENFORCEMENT, AND FINES

RATES

No rates for hourly or daily parking have been established for the City. The City's on- and off-street parking spaces are available to drivers who park for the short-term or for the evening at no cost. Likewise, privately owned and operated off-street parking lots in the City do not charge for customer and visitor parking.

FEES

The City charges a $10 per month permit parking fee for parking in its off-street permit parking lots. Permit parking is available for business owners, employees, downtown residents, commuters who are residents of Auburn (until 2014), and Green River Community College students. Parking permits are acquired at the City's Permit Center. Fees for permit parking are established administratively by the Planning Division.

Privately owned and operated off-street parking lots may assess monthly parking fees for its tenants as well. Data for how many private property owners assess such a fee and how much they charge is unavailable.

ENFORCEMENT

For City owned and/or operated on- and off-street parking spaces, 2 parking enforcement officers in the Police Department enforce maximum time limits, amongst other parking regulations, and impound abandoned vehicles.

Enforcement in off-street parking lots owned and operated by private parties varies; typically, private property owners contract out for towing services on larger off-street parking lots.

FINES

The City issued 3,383 parking citations in 2011 and levies a variety of fines for parking violations cited. These fines include $25 for parking in excess of the maximum allowed time for on- or off-street parking ($35 if not paid within 15 days of the parking citation's issuance) and $30 for violations of loading zone restrictions. Other parking violations with no fines defined include parking in a no-parking zone and parking too far away from the curb.

Fines for parking citations are paid and processed at the Court Clerk. Many parking citations can be waived by participation in community service for non-profits at a rate of $10 waived per hour volunteered.

Fines for improper parking in privately owned and operated off-street parking lots are established by private property owners. Towing fees are set by the companies that private property owners contract towing services to.

MAINTENANCE

Maintenance of the City's on-street parking, such as striping of spaces and signage, clearly falls to the Maintenance and Operations Division. Maintenance of the City's off-street parking lots, on the other hand, is not as clearly designated in code or in practice.

While the Facilities Department currently maintains off-street parking lot signs, the Planning Division designates off-street public and permit parking spaces, processes parking permit fees, and otherwise manages the City's off-street parking resources.

Both on- or off-street parking owned and/or operated by the City is swept and restriped on a more or less regular basis, but no formal maintenance schedule or plan exists. Likewise, private off-street parking is required to be consistent with the applicable parking code at construction, but is not explicitly mandated by any City code section to perform specific maintenance per a formal schedule.

MARKETING AND COMMUNICATIONS

The City's parking philosophy and parking policies require further refinement through the CDPMP as neither are currently clearly defined. Regarding the former, the existing *Downtown Parking Plan* does offer overall direction for the downtown parking. The *Downtown Parking Plan*, however, dates from 1996 and is not an actively referenced document for downtown parking policymaking. The City's parking policies and fines themselves are contained in Auburn City Code, rather than at a centralized location on the City's website, and occasionally contradict with what is signed.

There are also opportunities for improvement in promoting City's off-street permit parking program, administered by the Planning Division at the Permit Center, on the City's website and on off-street permit parking lot signage. Avenues of promotion beyond the City are currently limited to the passing of information from the Auburn Downtown Association (ADA) and Auburn Area Chamber of Commerce to its members.

The question of how to obtain a parking permit and where off-street permit parking exists for the general public is typically answered at the Permit Center, where a map of off-street parking available in the City is available. There is no map, however, that identifies the on--street parking spaces available to the general public.

At on-street parking spaces , the City has installed signs that identify time limits, although these signs' designs are not uniform On the other hand, signs with 'FREE PARKING' (**Figure 2.4.3**) in a large-sized font proclaim available public parking at each City owned and/or operated off-street parking lot. Due to permit parking spaces interspersed amongst public parking spaces (**Figure 2.4.4**), while signed and marked appropriately, drivers have expressed confusion deciphering whether a parking space was designated for public or permit parking.

Figure 2.4.3 - 'FREE PARKING' sign in large font at the entrance to the off-stree public and permit parking lots between E Main ST and 1st ST NE at B ST NE.

Figure 2.4.4 - Off-street permit parking space (foreground) located adjacent to off-street parking spaces (background), in an area also connected to the Safeway parking lot.

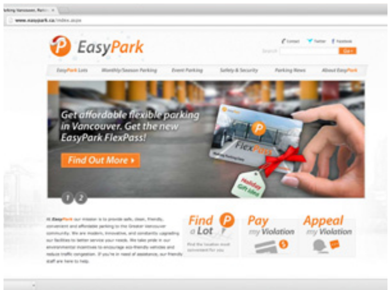


Figure 3.1.1 - The City of Vancouver's EasyPark website features parking lot finder, citation payment system, and citation appeal system for off-street parking - all located front and center on its homepage.

3. Parking Case Studies

3.1 – Parking Organization, Management, Planning, and Investment

ORGANIZATION AND MANAGEMENT

Location(s): City of San Diego

Approach: One point of contact for all parking, multiple departments with collaborative authority over the parking system.

Key Points: • The primary point of contact for the public is the 'Parking Administration', which processes residential parking permits, payment of parking citations, and provides general parking information from the City.

• Behind the scenes, however, one department or division is clearly defined as the ultimate authority for a certain component of the parking system

Location(s): City of Vancouver, B.C.

Approach: One point of contact for on-street parking, one point of contact for off-street parking, authority over the parking system split along the same lines.

Key Points: • The primary on-street parking point of contact for the public is Engineering Services, which processes residential and commercial on-street parking permits, payment of on-street parking citations, requests for on-street parking meters, and all other on-street parking related matters.

• The primary off-street parking point of contact for the public is Easypark (**Figure 3.1.1**), a non-profit corporation owned by the City, which processes off-street parking permits, payment of off-street parking citations, and all other matters related to off-street parking.

Location(s): City of Champaign, IL, City of Lynchburg, VA, City of Monterey, CA

Approach: One point of contact for all parking, one department or parking authority with control over the parking system.

Key Points: • The one department or parking authority usually does not have control over parking standards for private development and enforcement of parking regulations.

PLANNING

As mentioned previously, the CDPMP matches or exceeds the level of assessment performed in other cities' parking plans. Where they differ is when cities choose to undertake an effort to produce or procure a parking plan.

Location(s): City of Bellingham

Approach: Financial shortfalls in the budget.

Location(s): City of Pasadena, CA

Approach: Struggling downtown and the desire to spur new development (**Figure 3.1.2**).

Location(s): City of Redwood City, CA

Approach: Anticipation of new development and visitors who will mostly arrive by car.

Location(s): City of Ventura, CA

Approach: Simultaneous with update of Downtown Specific Plan.

Figure 3.1.2 - A dilapidated building in Old Pasadena in the 1980s (above) and the same building now (below).

INVESTMENT

Of the other cities' parking plans surveyed, the Downtown Redmond Parking Study from 2008 examines the various options available for financing downtown parking infrastructure most comprehensively. The options below[33], however, are not exhaustive nor meant to be mutually exclusive (use of multiple funding sources is the rule rather than exception for public financing).

Options Affecting Customers

Approach: Event surcharges

Key Points: • Ticketing fees that are authorized by a public

[33] Updated to include current financing options available and not identified in the study.

facilities district, such as the one established for the ShoWare Center in the City of Kent.

Approach: On-street parking fees

Key Points: • Parking meters and/or permits.

Approach: Parking fine revenues

Key Points: • N/A

Options Affecting Businesses

Approach: Business improvement area (BIA)

Key Points: • Assessment on business owners based on square footage, assessed land value, and/or business and operation (B&O) taxes

• Useful for funding parking operations and marketing

Options Affecting Property Owners

Approach: Local improvement district (LID)

Key Points: • Assessment on property owners to repay bonds sold to finance improvement

• Benefit to the land must be more intense than to the rest of the city and must be actual, physical, and material, and not merely speculative or conjectural

• Useful for funding capital development (ex. parking structure)

• Useful as one component of revenue bond without the need for general obligation bond backing (and drawing down the available debt capacity of the city)

Options Affecting Developers

Approach: Fee-in-lieu-of parking

Key Points: N/A

Approach: Options affecting developers – public/private development partnerships

Key Points: • Ex. public acquisition of land and sale or lease of land/air rights not needed for parking

• Ex. private development of mixed-use development with sale or lease back of the public parking portion upon completion, a turnkey project

Options Affecting the General Public

Approach: General obligation bonds

Key Points: • Bonds issued to finance parking improvements underwritten by the general fund when repayment of debt is unable to be serviced by parking revenues alone

• Bonds can be issued by public vote or council decree

• Legal limit for all voter-approved debt in a city is 7.5% of assessed property values; non-voted debt is 1.5% of assessed property values

Approach: Refinancing general obligation bonds

Key Points: • Refinancing existing debt and shifting savings from the general fund to debt coverage for parking improvements

Approach: Revenue bonds

Key Points: • Bonds issued to finance parking improvements underwritten by parking and other specific revenues rather than by the general fund; however, unless utilization and revenue projections (such as LID revenues) are strong and predictable enough to cover debt and operations and provide a coverage cushion, general obligation bonds may still be required

• Legal limit for debt is not affected, unless general obligation bond backing is required

Approach: 63-20 financing

Key Points: • Bonds (tax-exempt) issued by a non-profit corporation on behalf of the city

• Financed assets must be “capital” and must be turned over free and clear to the government by the time that bonded indebtedness is retired

Approach: Public facilities districts (PFD)

Key Points: • An independent taxing authority and district under Washington State statue that may charge fees for the use of its facilities, levy an admissions tax not exceeding 5%, and impose a vehicle parking tax not exceeding 10%

• State law also allows PFDs to impose two different types of sales and use taxes: local sales and use taxes of up to 0.033% to finance regional centers and local sales and use taxes up to 0.2% to finance, design, construct, remodel, maintain, or operate public facilities (if approved by voters)

Approach: Downtown and neighborhood commercial districts

Key Points: • Uses incremental increases in local sales and use tax revenue subsequent establishment of the district to finance community revitalization projects, such as “publicly owned or lease facilities”

Approach: Community revitalization financing

Key Points: • Uses incremental increases in property taxes to finance parking improvements

• Tax “increment area” must be established with approval from local governments imposing at least 75% of the regular property taxes

• Tax increment is calculate at 75% of any increase in assessed property value

Approach: Local revitalization financing

Key Points: • Uses incremental increases in local sales and use tax revenues and property tax revenues within the “revitalization area”, additional funds from other local public sources, and a state contribution to finance parking improvements

• Tax increment is calculate at 75% of any increase in assessed property value

• State contribution applications are currently closed

Approach: State and federal grants

Key Points: • No current grants for downtown parking structures have been found

Approach: Parking fund

Key Points: • Establishes parking commissions and funding mechanisms for parking improvements and maintenance and operations

Approach: General fund contribution

Key Points: • For a one-time capital improvement or on-going contributions to maintenance and operations of a downtown parking system

3.2 – Parking Operations, Maintenance, and Marketing and Communications

OPERATIONS

Location(s): Various

Approach: Parking meters and/or pay stations as a tool to promote parking turnover; act as a means of distributing limited amount of on-street spaces in commercial areas where demand exceeds supply; provide short-term parking spaces for shopping or personal errands; improve traffic circulation and economic viability of downtown commercial areas by maximizing the number of patron visits; and to generate revenue for the city.

Key Points:

• Individual conventional meters that accept coins and credit cards (City of Salem) (**Figure 3.2.1**)

• Individual "smart" meters that accept coins, credit cards, and pay-by-phone, with different prices at different times of the day; has resulted in higher revenues and fewer parking citations, but may result in less turnover (City of San Francisco) (**Figure 3.2.2**)

• Individual "smart" meters that accept coins and credit cards, resets any remaining parking time available to zero when a car leaves, and prohibits drivers from paying for more time when the car has already parked for the maximum time limit applicable to the parking space (City of Santa Monica)

• Conventional pay-and-display pay stations that accept coins and credit cards (City of Boulder) (**Figure 3.2.3**)

Figure 3.2.1/3.2.2/3.2.3 - Meters from Salem, San Francisco, and Boulder, respectively (top to bottom).

Location(s): City of Tacoma

Approach: Parking operations and maintenance contracted out to Republic Parking

Key Points:

• Since 1987, Republic Parking has provided daily operational oversight for 2,500 parking spaces located within the city's lots and garages

• The city's budget for 2011-2012 allocated $1,214,800 for operations and maintenance of

Figure 3.2.4 - The Duke University Research Drive Parking Garage features (top to bottom) vegetated rooftop canopies, space availability display boards, and pay stations prior to exiting.

its parking facilities; this includes $20,000 for Republic Parking's management fee of 1.5% of net parking revenues and the remainder for 'out of pocket' expenses to operate and maintain its parking facilities

Location(s): Research Drive Parking Garage, Duke University (**Figure 3.2.4**)

Approach: Environmental and parking operation efficiency best practices

Key Points:

• Received 2012 International Parking Institute Award of Excellence

• Environmentally sensitive design that incorporates vegetated canopies on the roof, vegetated walls, and rainwater-collecting cisterns

• Real-time space availability display boards (spaces available on each level)

• Automated entries and exits and an express ramp for frequent users using vehicle identification technology

• Pay stations for payment prior to leaving rather than payment at exits

Location(s): 123 Baxter Street Garage, New York (**Figure 3.2.5**)

Approach: Land use and parking operation efficiency through use of an automatic mechanical parking system (a la a vending machine)

Key Points:

• Entire process for parking or retrieval of a car takes around 2 minutes

• Occupies less space than conventional garages, which makes it especially practical for high-density locations

• One attendant "operates" the entire garage

• Potential inefficient ingress and egress during periods of overwhelming demand, such as morning and evening rush hour

• High initial investment

• Potential fire code limitations

• Potential for mechanical failure, as some systems have experienced, trapping vehicles inside the garage

OPERATIONS – SPECIAL EVENTS

Location(s): River Days, Renton

Approach: Shuttles from off-site parking facilities and extensive information provided

Key Points: • Complimentary shuttles move people between off-site parking facilities and the festival

• Information provided online include directions to parking lots and garages, the free shuttle to non-downtown parking, and location and timing of street closures (**Figure 3.2.6**)

Source(s): "Special Event Parking Basics", Campus Safety Magazine

Approach: Parking operation efficiency and safety best practices

Key Points: • Changing cashier locations accommodates queues and promote faster entrances and exits

• Payment upon entry prevents bottlenecks at exits

• Limiting cash transactions reduces delay

• Make multiple entrances and exits available

• Designated pedestrian walkways quickly and safely move visitors to and from garage

OPERATIONS – RATES, FEES, ENFORCEMENT, AND FINES

RATES

Location(s): City of Tacoma

Approach: Reinstatement of paid parking, removed during downtown's decline in the 1970s, as on-street parking became increasingly

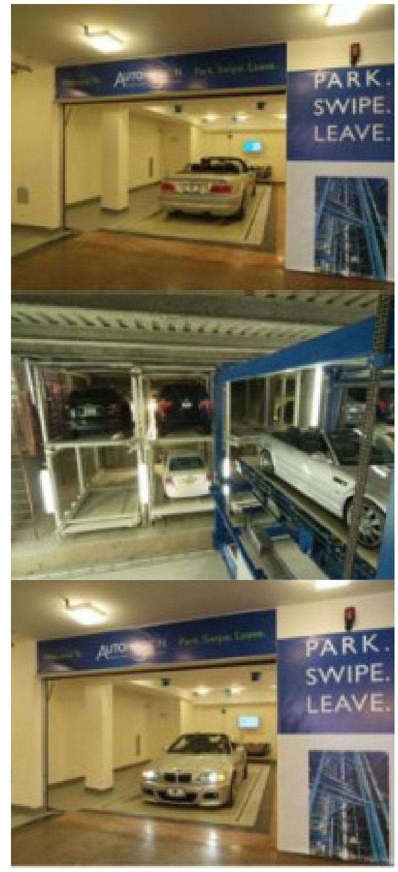


Figure 3.2.5 - New York City's first automatic parking garage, located at 123 Baxter Street.

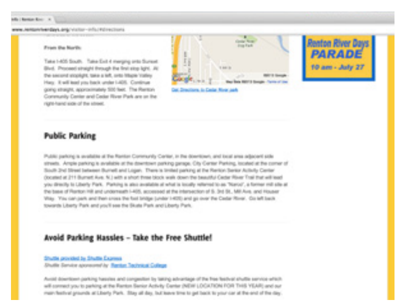


Figure 3.2.6 - The Renton River Days website provides clear parking information.

congested again

Key Points: • During the first 6 months of operation (January – June 2011), revenue exceeded projections by around $60,000 ($364,782.41 vs. $303,510.69)

• Bus pass sales doubled and off-street parking lot occupancy increased to near-capacity for University of Washington (UW) – Tacoma

FEES

Location(s): City of Kent, City of Olympia, City of Puyallup, City of Renton, City of Tacoma

Approach: Charging for monthly off-street parking

Key Points: • Data includes monthly off-street parking lots and garages owned and/or operated by the cities and by private parking operators as of February 2013

• The lowest monthly rate for a parking lot was $15, operated by Diamond Parking, and located next to the marine and Heritage Park Fountain, though several blocks away from downtown Olympia

• The highest monthly rate for a parking lot was $148, operated by Republic Parking on behalf of the City of Tacoma, and located next to many businesses, attractions, and a Sound Transit LINK light rail station

• The unweighted average monthly rate for a parking lot was $56

• The lowest monthly rate for a parking garage was $35, operated by Diamond Parking, at the downtown Renton transit center

• The highest monthly rate for a parking garage was $164, operated by Republic Parking on behalf of the City of Tacoma, and located next to several businesses, the Convention Center, Tacoma Art Museum, UW – Tacoma, and a Sound Transit LINK light rail station

• The unweighted average monthly rate for a parking garage was $74

ENFORCEMENT

Location(s): City of Chattanooga, TN

Approach: Parking enforcement officers doubling as downtown customer service representatives ("parking ambassadors")

Key Points: • Parking ambassador service provided by Republic Parking

• In addition to parking enforcement, parking ambassadors assist people with parking correctly, give courtesy garage passes to drivers who have experienced difficulty with parking, provide maps and directions, provide informal security in coordination with police, and pick up litter (**Figure 3.2.7**)

• Newspapers report that parking spaces on the busiest commercial streets have freed up considerably since parking ambassador program implementation

Figure 3.2.7 - Parking ambassador in Chattanooga provides assistance to visitors as well as enforcing parking regulations.

FINES

Location(s): City of Somerville, MA

Approach: Superior customer service for parking permit and citation processing

Key Points: • Customer service representatives at the Office of the Parking Clerk consistently praised for efficiency and pleasantness, despite only an average rating of 2 out of 5 stars on Yelp

MAINTENANCE

Location(s): City of Chicago, IL

Approach: On-street parking is operated and maintained by Chicago Parking Meters LLC through a 75-year concession, which includes price-setting rights

Key Points: • $1.2 billion lump sum paid to the city, but long-term budget shortfall

• Rapid rise in parking rates

• Increase in inoperable meters

Location(s): City of Tacoma

Approach: Parking operations and maintenance contracted out to Republic Parking

Key Points: • Republic Parking operates and maintains all of the city's 2,500+ off-street parking spaces; maintenance costs incurred are reimbursed to Republic Parking as part of the contract

Location(s): City of Vancouver

Approach: • Maintenance of signs, meters, off-street parking lots and garages is performed by the Parking Services Division in the Community and Economic Development Department

Figure 3.2.8 - The Denver parking website features easy-to-find links for reporting a problem, purchasing parking permits, finding public parking, and paying for citations.

Figure 3.2.9 - New York City on-street parking signs pre- (left) and post-redesign (right).

Key Points: N/A

Location(s): City of West Hollywood, CA

Approach: Off-street parking lots and garages are operated and maintained by the Parking Services Division in the Public Works Department

Key Points: • N/A

Location(s): Plymouth State University, Plymouth, NH

Approach: Maintenance of off-street parking lots regularly scheduled

Key Points: • Text and email reminders to move cars for subscribers

• Signs at off-street parking lots the day of closure for maintenance

MARKETING AND COMMUNICATIONS

Location(s): City of Ventura, CA

Approach: Radius map of destinations from main parking garage

Key Points: • Demonstrates the concept of “park-once” and visiting multiple destinations

Location(s): City of Denver, CO

Approach: Public Works Department “parking angels” reward legally parked cars with $5 parking cards during the holiday season

Key Points: • Caught the attention of multiple news sources (TV stations, newspapers, online sources)

• Simultaneous with a social media campaign

Location(s): City of Denver, CO

Approach: Parking homepage with street sweeping reminders and all components of the parking system front and center

Key Points: • Divided into four user-friendly links: ‘Report a Problem’ for broken meters, lights, potholes/

sinkholes, and illegally parked cars, 'Parking Permits' for residential and handicap parking permits, 'Public Parking' for where and how to park, and 'Tickets and Towing' for paying citations, removing boots, and locating a towed vehicle (**Figure 3.2.8**)

Location(s): City of New York, NY

Approach: Redesigned parking signs for readability

Key Points: • Fewer signs, less text, and more "white space" (**Figure 3.2.9**)

• Former signs were called "a cross between an Excel spreadsheet and a totem pole" by Janette Sadik-Khan, Transportation Commissioner

Location(s): City of Novato, CA

Approach: Thematically tied-together signs (**Figure 3.2.10**)

Key Points: • Parking signage is thematically tie to general car and pedestrian wayfinding signage

• "Trailblazer" signs directing drivers to parking are thematically tied to parking facility signage

• On-location parking signage identify the location and/or name of the lot and basic rules – and not much else

Location(s): City of Seattle

Approach: • e-Park, a real-time live feed of available parking spaces in participating parking garages throughout downtown (**Figure 3.2.11**)

Key Points: N/A

Location(s): City of Los Angeles, City of San Carlos, City of San Francisco, CA

Approach: Parker app provides real-time parking availability information for both on-street parking spaces and off-street parking spaces in City and privately owned and/or operated parking lots and garages

Key Points: • Availability is based on information transmitted from networked wireless sensors at each parking space

Figure 3.2.10 - The proposed Novato sign program features parking signs that are thematically tied to general wayfinding and other signs in the city.

Figure 3.2.11 - Seattle's e-Park sign boards show available parking spaces in participating downtown parking garages.

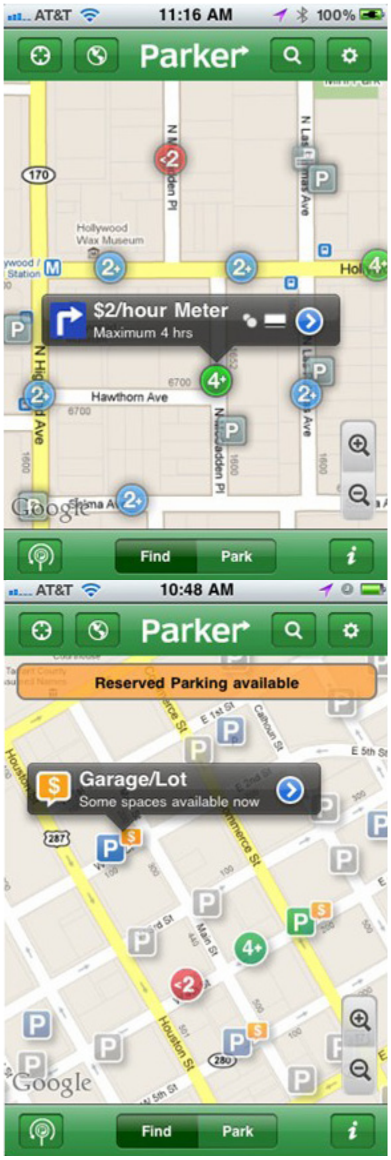


Figure 3.2.12 - The Parker app displays locations and rates of on- and off-street parking and real-time availability for parking spaces equipped with a networked wireless sensor.

• Each wireless sensor is self-powered, requires 4-6 minutes to install, and costs $300/installation and $120/year in software licensing fees (per USA Today in a 2011 article)

• App provides a map of parking locations, rates, and types (time limits) (**Figure 3.2.12**); allows for adding inventory to its map database, even without paying for and installing sensors

• App can search for parking in proximity by destination and also direct drivers via voice navigation to the nearest space

4. The Parking Best Practices Toolbox

4.1 – How to Use the Toolbox

The Parking Best Practices Toolbox is a collection of general best practices employed in the provision of parking, parking demand management, and operations of a parking system. Experiences of other jurisdictions examined and guiding principles from planning and parking literature drove what best practices ended up in the toolbox.

The best practices contained herein, however, are not meant to be static; some may be removed and other may be added to the framework of the toolbox as parking patterns and results from parking research continue to evolve. In addition, what is a parking best practice **generally** is not necessarily a parking best practice **specifically** applicable to the DUC.

As such, the Parking Best Practices Toolbox has been structured as such:

- Description of the best practice;
- Whether or not the best practice is currently implemented;
- The action proposed for the best practice (continuation, modification, implementation, or no action); and
- Where to find additional information, if available.

In short, the toolbox embodies an at-a-glance evaluation of best practices applicable generally and specifically, in the *CDPMP*'s current iteration.

Please turn to the next page for the Parking Best Practices Toolbox (**Figure 4.1.1**).

Best Practice (BP)	Now	Action	More Information
Existing Parking Infrastructure - Demand Management			
Commute trip reduction	Yes	Continue	ACC10.02.070
Frequent transit access, citywide/regional	Yes	Modify	Long-term rec *Comprehensive Transportation Plan*
Off-street permit parking	Yes	Continue	
On-street paid parking, conventional meters	No	No action[1]	Case study
On-street paid parking, "smart" meters	No	No action[1]	Case study
On-street permit parking	No	Implement	Short-term rec
Roadway pricing	No	No action[1]	
Timed parking	Yes	Modify	Near-term rec Long-term rec
Unbundled parking	No	No action[2]	*Commute Trip Reduction Plan*
Future Parking Infrastructure - Development Regulations and Design			
Elimination of parking minimums	No	No action[3]	
Establishment of parking maximum	Yes	Continue	ACC18.29.060(H)
Parking lot lighting	Yes	Continue	*DUC Design Standards*
Parking lot pedestrian connections	Yes	Continue	*DUC Design Standards*
Parking lot screening	Yes	Continue	*DUC Design Standards*
Parking over, under, behind, or side of buildings	Yes	Continue	*DUC Design Standards*
Parking structure screening	Yes	Continue	*DUC Design Standards*
Parking structure w/ active street frontage	Yes	Continue	*DUC Design Standards*
Parking structures w/ environmentally-sensitive design	Yes	Continue	*DUC Design Standards*
Reductions for shared parking	Yes	Continue	ACC18.29.060(H)(3)
Smart growth	Yes	Continue	ACC18.29.010
Organization and Management			
Parking spillover area planning, downtown-adjacent	No	Implement	Short-term rec Long-term rec
Single contact for all City parking matters	No	Implement	Short-term rec
Planning			
Regular readjustment of current parking practices	No	Implement	Short-term rec
Regular reevaluation of current parking conditions	No	Implement	Short-term rec
Investment			
Planning for investment in public parking, per supply deficit	No	Implement	Short-term rec Case study
Operations			
Bikeshare	No	No action[5]	
Carshare	No	No action[5]	
Downtown valet	No	No action[5]	
Frequent transit access, around downtown	No	Implement	Long-term rec
Parking ambassadors	No	Implement	Short-term rec Case study
Parking policy transparency	No	Implement	Near-term rec Case study
Parking shuttle	No	No action[5]	
Parking structures w/ automated entry/exit and express ramps	No	No action[4]	Case study
Parking structures w/ pay-before-leaving pay stations	No	No action[4]	Case study
Parking structures w/ real-time space availability displays	No	No action[4]	Case study
Planning for special events	No	Implement	Short-term rec Case study
Soft enforcement	No	Implement	Short-term rec

Best Practice (BP)	Now	Action	More Information
Maintenance			
Clarity of maintenance roles	No	No action[5]	
Marketing and Communications			
Centralized City parking webpage	No	Implement	Near-term rec Case study
Easy-to-read off-street parking signs	No	Implement	Short-term rec Case Study
Easy-to-read on-street parking signs	No	Implement	Near-term rec Case study
Parker smartphone app	No	No action[6]	Case study
Parking alerts, for construction/maintenance	No	Implement	Short-term rec
Positive publicity for parking system	No	Implement	Short-term rec Case study
Real-time availability displays, for off-street parking	No	No action[5]	Case study
Trailblazer signs	No	Implement	Short-term rec Case study

[1] Current demand does not warrant best practice; current parking supply is sufficient; citizens not interested in best practice

[2] Current transit service levels and development patterns not feasible to expect interest in completely car-free lifestyle

[3] Current deisre to address parking impacts of anticipated development; parking minimums are already more generous in the DUC than in the rest of the City

[4] Currently no parking structures are planned

[5] Current demand does not warrant best practice; unknown when sufficient demand is anticipated

[6] Currently too expensive; not intuitive to use when parking remains available, as in the DUC overall

Figure 4.1.1 - The Parking Best Practices Toolbox.

5. The Parking Action Plan

5.1 – Near-Term Recommendations

Best Practice 5.1.1 Timed parking

Action: Modify

Description: Revise parking time limits for the City's on- and off-street public parking spaces to 3 hours throughout the DUC

Pros:

• Allows visitors to patronize multiple businesses at a leisurely pace, no matter where they park

• Reduces the confusion of brought upon by a myriad of time limits and signs, of which some currently conflict with each other, even on the same street

Cons:

• Lacks the nuance of area-specific time limits that would address the various needs for different types of parking in the DUC

• Additional costs will be incurred to replace signs if redevelopment and increased demand necessitate area-specific time limits again

• May be more difficult for parking enforcement officers to discern cars parked all day (cars of commuters and downtown employees, for example)

Best Practice 5.1.2 Parking policy transparency

Action: Implement

Description: Remove all code referencing the City's on- and off-street parking, create a new parking database maintained by staff, and insert new code specifying available parking that adopts the parking database by reference

Pros:

• Eliminates code that currently conflicts with on-street parking as-signed/as-marked or is outdated

• Parking database can be updated administratively

• Parking database can serve double-duty as public information on where to park in the DUC

Cons:

• Parking database would require time to develop

Best Practice 5.1.3 Centralized City parking webpage

Action: Implement

Description: Update website to include easy-to-locate map and information for on- and off-street public and permit parking available in the City (including potentially a 'Where to Park If This Area is Full' feature for areas and lots that experience peak parking occupancy in excess of 85%), pictures of all signs and explanations of what they mean, and better marketing for the City's off-street permit parking program

Pros:

• Centralizes information for DUC parking

• Provides information for alternative parking options when the desired parking lot or street is full

• Provides information to help discern whether a parking space is public or permit, addressing the difficulty of doing so raised in the Downtown Parking Survey

• Relatively easy and inexpensive to implement

Cons:

• In itself, may not be the most intuitive tool for finding parking spaces, especially for those that do not plan ahead or use smartphones

Best Practice 5.1.4 Easy-to-read on-street parking signs

Action: Implement

Description: Design and install easy-to-read signs that identify availability and rules of on-street public parking

Pros:

• Relatively easy and inexpensive to implement

Cons:

• Additional costs will be incurred to replace signs if redevelopment and increased demand necessitate area-specific time limits again

5.2 – Short-Term Recommendations (1-5 Years)

Best Practice 5.2.1 On-street permit parking

Action: Modify

Description: Expand and modify residential parking zone beyond D ST NW per demand; begin by providing 2 free parking permits per single-family residence, duplex unit, or townhouse unit with less than 2 off-street parking spaces (garage or paved), 1 free parking permit per single-family residence, duplex, unit, or townhouse unit with 2 or more off-street parking spaces (garage or paved), and 1 free parking permit per multifamily unit with less than 1 off-street parking space (garage or paved) per unit; charge nominal fee for additional permit and raise fees as demand necessitates; tailor to each residential parking zone by inventory of on-street parking supply

Pros:

• Provides long-term parking for residents and prevents other cars from parking all day in spaces convenient and valuable to residents, thereby encouraging downtown employees and commuters to obtain off-street parking permits

• Free permits to a certain extent is more or less in line with the overwhelming Downtown Parking Survey response of not having to pay for parking

• Reinforces a "customer-first" ethic amongst downtown employees who choose to park on-street all day by providing impetus to purchase an off-street parking permit

Cons:

• Past opposition has stalled implementation of residential parking zones in areas just beyond the DUC

Best Practice 5.2.2 Parking spillover area planning, downtown adjacent

Action: Implement

Description: Consider areas expected to experience impacts from DUC parking, even if not technically located within the DUC

Pros:

• Addresses potential parking spillover impacts from the DUC so that parking problems are not simply shifted away from the DUC into surrounding areas

Cons:

• Past opposition has stalled implementation of residential parking zones in areas just beyond the DUC

Best Practice 5.2.3 Single contact for all City parking matters

Action: Implement

Description: Designate one department or division that is the single contact for all parking-related matters in the City, despite whatever the organizational structure is behind-the-scenes

Pros: • Reduces confusion of who is in charge of parking in the City and increases transparency, as perceived by the public; is a more user-friendly approach to interactions with the public

Cons: • N/A

Best Practice 5.2.4 Regular readjustment of current parking practices

Action: Implement

Description: Make minor adjustments to permit rates, time limits, residential permit zones, etc. to respond to current parking conditions in the DUC every year and make major adjustments every 5th year in the parking planning cycle

Pros: • Responds to current parking conditions in the DUC, implements current parking best practices for the City, and modifies or eliminates failing parking policies

Cons: • Additional costs will be incurred if additional consultation and staffing from private parking consultants are required for implementation rather than City staff alone

Best Practice 5.2.5 Regular reevaluation of current parking conditions

Action: Implement

Description: Evaluate supply and demand of parking in the DUC at peak weekday hours (11am-2pm) every year, comprehensively every 4th year in the parking planning cycle

Pros: • Evaluates current parking conditions in the DUC to guide implementation of current parking best practices for the City and modification or elimination of failing parking policies

Cons: • Additional costs will be incurred if additional consultation and staffing from private parking consultants are required for implementation rather than City staff alone

Best Practice 5.2.6 Planning for investment in public parking, per supply deficit

Action: Implement

Description: Evaluate funding options, existing and potential overflow from Auburn Transit Center, and implement a multi-faceted plan to finance additional public parking, per supply deficit observed

Pros: • Addresses potential public parking supply deficit identified by the CDPMP

• Reduces risk with diversity of funding options utilized

Cons: • Does not consider measures to reduce parking demand and congestion in problem areas of downtown without expanding the physical infrastructure of public parking

Best Practice 5.2.7 Parking ambassadors

Action: Implement

Description: Assign parking ambassador responsibilities to existing parking enforcement and downtown patrol officers, including provision of information (and informal safety by parking enforcement officers)

Pros:

• Generates goodwill

• Reinforces a "customer-first" ethic by pointing people in the right direction in terms of destinations and parking in the DUC, including alternative parking options when the desired parking lot or street is full

• Decentralizes the delivery of information centralized at the City's Permit Center and website

• Provides additional transparency to parking policies

• Diversifies the role of existing parking enforcement officers

Cons:

• Requires coordination between multiple departments and divisions and relies on one representative to convey each department or division's respective parking policies

• Additional costs will be incurred if additional consultation and staffing from private parking operators are required for implementation

Best Practice 5.2.8 Planning for special events

Action: Implement

Description: Require organizers to designate event parking, distribute information for event parking, make multiple exits available, and establish pedestrian paths

Pros:

• Addresses difficulties experienced during event parking, as expressed in responses from the Downtown Parking Survey

• Addresses potential parking spillover impacts from the DUC so that parking problems from special events are not simply shifted away from the DUC into surrounding areas

• Generates goodwill with efficient organization of special events

Cons:

• N/A

Best Practice 5.2.9 Soft enforcement

Action: Implement

Description: Develop and implement 3-strikes parking enforcement policy wherein the first 2 strikes consist of dismissible tickets and education on where to park

Pros:

• Generates good will

• Allows those genuinely unfamiliar with downtown parking an opportunity to park "correctly"

• Reinforces a "customer-first" ethic amongst downtown employees who choose to park on-street all day by providing impetus to purchase an off-street parking permit

Cons:

• Off-street permit parking demand already exceeds supply

• May shift cars to unlimited time on-street parking on residential streets beyond the DUC

Best Practice 5.2.10 Easy-to-read off-street parking signs

Action: Modify

Description: Design and install easy-to-read signs that identify availability of off-street public parking, identifier/location of off-street parking lot, and alternative parking options

Pros:

• Relatively easy and inexpensive to implement

• Reduces perceived last mile when off-street parking lot is easy to identify and remember

• Reduces parking demand and congestion in problem areas of downtown without expanding physical infrastructure of parking by shifting demand to underutilized off-street parking lots

Cons:

• May work too well, shifting parking supply problems to formerly underutilized off-street parking lots

Best Practice 5.2.11 Parking alerts, for construction/maintenance

Action: Implement

Description: Alert interested parties and drivers through the City's website, emails, text alerts, and pre-closure on-location signage so that they are not caught off-guard when regularly available parking becomes unavailable

Pros:

• Provides additional transparency to parking availability

• Allows people to plan for alternative parking and/or transportation options

• Decentralizes the delivery of information centralized at the City's Permit Center and website (through text alerts and on-location signage)

• Utilizes existing City communication channels (website and construction notices)

Cons: • Additional costs will be incurred if additional technological resources are required (text alerts)

• May become unwanted information overload if implemented incorrectly

Best Practice 5.2.12 Trailblazer signs

Action: Implement

Description: Direct drivers to available off-street parking

Pros: • Decentralizes the delivery of information centralized at the City's Permit Center and website

• Relatively easy and inexpensive to implement

Cons: • May work too well, shifting parking supply problems exclusively to off-street parking lots

• Additional costs will be incurred to replace signs if comprehensive downtown signage program is implemented in the future

5.3 – Long-Term Recommendations (6-10 Years)

Best Practice 5.3.1 Frequent transit access, citywide/regional

Action: Modify

Description: Evaluate demand and petition for demand-appropriate reductions to current 30-minute headways and expansion of evening service

Pros:

- Reduces parking demand and congestion by making trips to and from downtown more enticing and feasible, without expanding physical infrastructure of parking
- Expands the customer base for the DUC
- Responds to anticipated growth in demand required to support increase from current levels of transit access

Cons:

- May be difficult for buy-in from cash-strapped transit agencies

Best Practice 5.3.2 Timed parking

Action: Modify

Description: Revise parking time limits for the City's on- and off-street public parking spaces to area-specific time limits as-needed

Pros:

- Provides nuanced time limits that address various needs for different types of parking in the DUC, especially areas with high peak occupancy
- Increases the ultimate number of visitors to the DUC by increasing turnover

Cons:

- May increase confusion brought upon by a myriad of time limits and signs
- Additional costs will be incurred to replace existing 3-hour time-limit signs

Best Practice 5.3.3 Parking spillover area planning, downtown adjacent

Action: Implement

Description: Continue to consider areas expected to experience impacts from DUC parking, even if not technically located within the DUC

Pros:

- Addresses potential parking spillover impacts from the DUC so that parking problems are not simply shifted away from the DUC into surrounding areas
- May be easier to implement in the long-term as potential parking spillover impacts from the DUC become more identifiable

Cons: • Past opposition has stalled implementation of residential parking zones in areas just beyond the DUC

Best Practice 5.3.4 Frequent transit access, around downtown

Action: Implement

Description: Evaluate demand and petition for demand-appropriate reductions to current 30-minute and 1-hour headways, expansion of service area by rerouting, and expansion of evening service

Pros:

• Reduces parking demand and congestion in problem areas of downtown by reducing the last mile between parking space and destination, without expanding physical infrastructure of parking

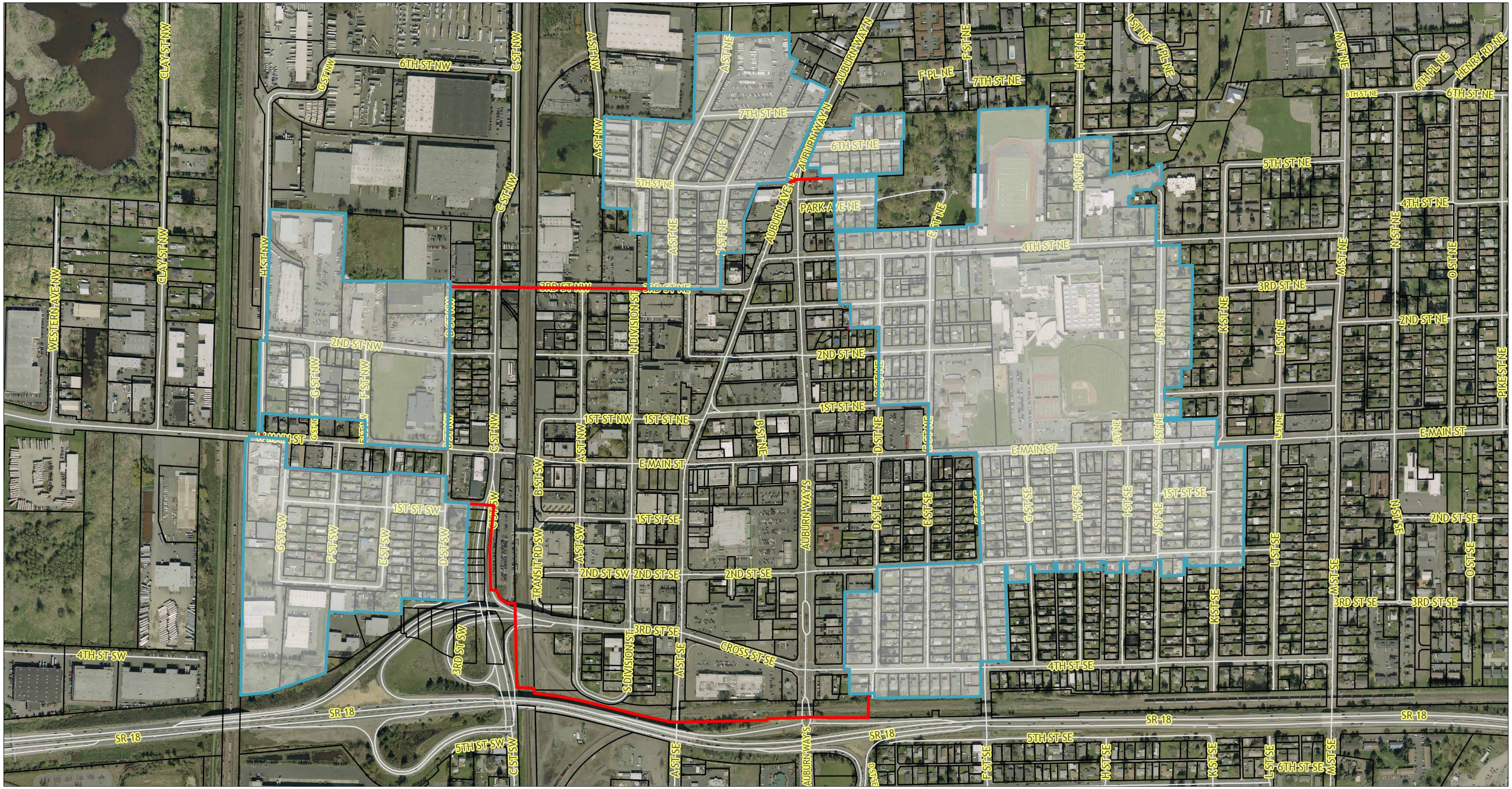
• Responds to anticipated growth in demand required to support increase from current levels of transit access

Cons:

• May be difficult for buy-in from cash-strapped transit agencies

• Additional costs will be incurred if additional consultation and staffing from private paratransit operators for implementation is required

Potential Parking Spillover Areas (PPSA's)



Downtown Urban Center (DUC) & Business Improvement Area (BIA)

Potential Parking Spillover Area* (PPSA)

*Potential Parking Spillover Areas (PPSA's) are areas within .25 miles from the edges of the Downtown Urban Center (DUC) and Business Improvement Area (BIA), whose boundaries delineate downtown Auburn. Availability of on-street public parking in PPSA's is potentially impacted by spillover parking demand generated from downtown Auburn and/or large businesses, institutions, public gathering places, and other parking-generating uses within the PPSA itself.

Printed Date:7/9/2012

Map Created by City of Auburn eGIS

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

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5032

Date:
January 24, 2014

Department:
Finance

Attachments:
Resolution No. 5032

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5032.

Background Summary:

Resolution No. 5032 levies the .1% sales tax credit against the state sales tax for annexation of the Lea Hill Area. Washington State Senate Bill 6686 authorizing the tax credit was passed by the state legislature during the 2006 regular session. The intent of the legislation was to provide financial assistance to Cities with Planned Annexation Area (PAA's) that did not produce revenues sufficient to cover the costs of urban levels of services. The tax credit will provide sufficient funding, along with the other revenues of the area, to provide those services.

The City moved forward with the annexation of Lea Hill based upon the availability of this tax credit. Cities wishing to take advantage of this tax credit incentive had to commence annexation prior to January 1, 2010. The tax credit is available to the city for up to 10 years and is limited to the maximum of .1% credit against the State tax or the difference between the City's cost to provide, maintain, and operate municipal services for the annexation areas and the general revenues that the City receives from the annexation area during a given year. 2013 will be the seventh year that the City of Auburn has asked the State for the sales tax credit. The last year of this tax credit will be 2016.

Reviewed by Council Committees:

Finance, Public Works

Councilmember: Wales

Staff: Coleman

Meeting Date: February 3, 2014

Item Number: RES.D

RESOLUTION NO. <u>5 0 3 2</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE CITY OF AUBURN TO IMPOSE A SALES AND USE TAX AS AUTHORIZED BY RCW 82.14.415 AS A CREDIT AGAINST STATE SALES AND USE TAX, RELATING TO ANNEXATIONS

WHEREAS, this is not a new tax but a reallocation of the sales tax already collected by the state which will then be remitted to the City to assist with funding the costs of the newly annexed area; and

WHEREAS, in accordance with Chapter 35A.14 RCW, on the 16th day of January, 2007 and on the 16th day of April, 2007, the City Council of the City of Auburn, Washington, passed its Resolution Numbers 4138 and 4176 respectively, calling for special elections to be held in connection with the primary election on August 21, 2007, at which election the question of annexation was presented to the voters of the Lea Hill Annexation Area; and

WHEREAS, the notice of intention to annex was filed with the King County Boundary Review Board and subsequently approved; and

WHEREAS, in accordance with Chapter 35A.14 RCW the annexation was put to a vote of the people in the annexation area on August 21, 2007; and

WHEREAS, the King County Records, Elections and Licensing Services Division, on September 5, 2007, certified that the referendum had been approved by the voters; and

WHEREAS, following a favorable vote on the annexation proposition, the City Council of the City of Auburn, Washington, adopted its Ordinance No.

6121, on September 17, 2007, annexing said Lea Hill Annexation Area, an annexation area that has a population of at least ten thousand people; and

WHEREAS, the City Council of the City of Auburn, Washington, finds and determines that the projected cost of at least $5,763,960 to provide municipal services to the annexation area exceeds the projected general revenue estimated to be $5,275,633 that the City would otherwise receive from the annexation area on an annual basis; and

WHEREAS, pursuant to RCW 82.14.415, the City is authorized, under the circumstances of this annexation, to impose a sales and use tax as authorized with that tax being a credit against the state tax.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. **Purpose.** The Auburn City Council does hereby authorize the City's Finance Director to set the threshold for imposing the sales and use tax credit at two million and seventy one thousand dollars ($2,071,000) for the Lea Hill annexation area.

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

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

DATED and SIGNED THIS ______ DAY OF ______________, 2014.

CITY OF AUBURN

ATTEST:

____
NANCY BACKUS, MAYOR

____
Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid,
City Attorney

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5036

Date:
January 27, 2014

Department:
Public Works

Attachments:
Resolutin No. 5036

Budget Impact:
$0

Administrative Recommendation:

City Council adopt Resolution No. 5036.

Background Summary:

Resolution No. 5036 authorizes the Mayor to execute a Contract between the City of Auburn and the City of Pacific to allow the City of Pacific to deliver limited waste materials to the City of Auburn's Decant Facility. The Contract also requires Pacific to participate in long term Decant Facility improvements.

Reviewed by Council Committees:

Finance, Public Works

Councilmember:	Osborne	**Staff:**	Snyder
Meeting Date:	February 3, 2014	**Item Number:**	RES.E

RESOLUTION NO. 5036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF AUBURN AND THE CITY OF PACIFIC FOR DECANT FACILITIES USAGE

WHEREAS, the City of Pacific has inadequate facilities to handle the waste materials produced from their public works street sweeping and Vactor maintenance; and

WHEREAS, the City of Auburn has sufficient capacity at their decant facility to handle the Pacific waste materials and is willing to provide for the proper handling, processing and disposal of the City of Pacific's street sweeper and Vactor truck materials at a cost that is acceptable to the City.

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

Section 1. The Mayor of the City of Auburn is hereby authorized to execute an Interlocal Agreement between the City of Auburn and the City of Pacific for Decant Facility Usage in substantial conformity with the Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

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

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

Dated and Signed this _____ day of _________________, 2014.

CITY OF AUBURN

____
NANCY BACKUS, MAYOR

ATTEST:

____
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

____
Daniel B. Heid, City Attorney

Exhibit A

CONTRACT FOR SERVICES BETWEEN THE CITY OF PACIFIC AND THE CITY OF AUBURN FOR DECANT FACILITIES USAGE

THIS AGREEMENT is made and executed by and between the City of Pacific, a Washington municipal corporation, hereafter designated as "Pacific," and the City of Auburn, a Washington municipal corporation, hereafter designated as "Auburn."

WHEREAS, Pacific has inadequate facilities to properly handle the Waste Materials produced as a result of their Public Works street sweeping and Vactor maintenance activities; and

WHEREAS, Auburn has sufficient capacity at their decant facility to handle the Pacific Waste Materials.

NOW, THEREFORE, for the consideration stated in this Agreement, Pacific and Auburn do agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide for proper handling, processing and disposal of Street Sweeper and Vactor truck materials, herein referred to as "Waste Materials" generated by Pacific.

2. RESPONSIBILITIES

The City of Pacific shall deliver Waste Materials to the decant area of the City of Auburn Maintenance & Operations facility (hereafter, the "Facility"), currently located at 1305 C Street SW during the hours of 7:00 am and 3:00 pm. The unloading of the Waste Materials by Pacific at the Facility is to be done under the supervision of an Auburn employee at the Facility. Pacific will only send operators to use the decant facility that have been properly trained by Auburn on the safe and efficient use of the facility and dumping of Waste Materials.

If conditions at the Facility require, Auburn reserves the right to request Pacific to retain its Waste Materials until such time as the conditions at the Facility allow Auburn to accept the Waste Materials again. Auburn will give Pacific as much advance notice of these conditions as is practicable. Auburn further reserves the right to reject any individual shipment of Waste Materials.

Auburn will provide for the dewatering and the disposal of the Waste Materials in compliance with all local, state, and federal permits pertaining to the dewatering and disposal of such Waste Materials.

3. VOLUME

Auburn shall accept from Pacific's Waste Materials in the following volumes: not to exceed 50 tons per month or a total of 300 tons per year as measured at Auburn's truck scale. Auburn may accept Waste Material from Pacific that exceeds these volumes upon the review of a written request from Pacific. All such requests shall be made to Auburn's Public Works Maintenance and Operations Manager thirty (30) days in advance of proposed delivery of such additional Waste Materials.

4. COST FOR SERVICES

Pacific shall pay Auburn $100.00 per month base fee for administration costs and $70.00 per ton of Waste Materials for processing, testing and disposal fee (measured as scale weight). Auburn will bill Pacific on a quarterly basis.

Auburn reserves the right to increase these fees in response to increases in labor, disposal, and regulatory costs. Auburn shall give Pacific at least sixty (60) days advance written notification of any proposed fee increases.

5. DECANT FACILITY IMPROVEMENTS

Pacific recognizes that the capacity of Auburn's Facility is limited and that additional capacity will need to be provided, as both Cities waste disposal needs continue to grow, in order to provide long-term service to Pacific.

Pacific will also agree to participate in planning and funding of long term capacity improvements to the decant process in Auburn, including but not limited to improvements to the existing facility, installation of additional facility or other means to add additional capacity. By way of example only, and not by way of limitation, Pacific and Auburn contemplate that subsequent amendments or agreements might address the following types of issues: planning, design and construction costs for potential improvements to the existing Facility or construction of a new decant facility. The parties agree that Auburn will act as lead entity in all aspects of any proposed improvement project. Auburn will consult in advance of any final decisions with Pacific for the purposes of determining Pacific's future needs and Pacific's desire to participate in funding for an improved facility or a new facility.

6. TERM

The duration of this Agreement shall be for an initial term of three (3) years beginning January 1, 2014 through December 31, 2016, and may be extended thereafter for an optional, additional term of three (3) years beginning January 1, 2017 through December 31, 2019, by written amendment of the Parties, including but not limited to mutual agreement on proposed changes –increases or decreases- to the cost for services Section 4 of this Agreement, not later than sixty (60) days prior to the end of the initial term. It is further provided, however, that either party may terminate this Agreement upon providing one hundred twenty (120) days advance written notice to the other party.

7. REOPENER

Either party may request that any provision of this Agreement can be renegotiated by submitting a written request with fourteen (14) days advanced notice. Any amendment of this Agreement shall be in writing and shall be signed by both parties consistent with Section 13 of this Agreement.

8. HOLD HARMLESS AND INDEMNIFICATION

a) Pacific shall indemnify and hold Auburn and its agents, employees, officers and/or volunteers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or Pacific's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, officers and/or volunteers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Pacific; and provided further, that nothing herein shall require Pacific to hold harmless or defend Auburn, its agents, employees officers and/or volunteers from any claims arising from the sole negligence of Auburn, its agents, employees, officers and/or volunteers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b) Auburn shall indemnify and hold Pacific and its agents, employees, officers and/or volunteers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Pacific arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Pacific, its agents, employees, officers and/or volunteers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Pacific, its agents, employees, officers and/or volunteers from any claims arising from the sole negligence of Pacific, its agents, employees, officers and/or volunteers. No liability shall attach to Pacific by reason of entering into this Agreement except as expressly provided herein.

c) 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 Auburn and Pacific, its officers, officials, employees, and volunteers, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' 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.

d) AUBURN SHALL HAVE NO LIABILITY FOR, AND SHALL BE HELD HARMLESS FROM AND AGAINST, ALL CLAIMS, DAMAGES, LIABILITIES AND COSTS ARISING OUT OF OR RELATING TO THE PRESENCE, DISCOVERY, OR FAILURE TO DISCOVER, REMOVE, ADDRESS, REMEDIATE OR CLEANUP ENVIRONMENTAL OR BIOLOGICAL HAZARDS RESULTING FROM PACIFIC DELIVERIES OR OTHERWISE ATTRIBUTABLE TO PACIFIC, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, MOLD, FUNGUS, HAZARDOUS WASTE, SUBSTANCES OR MATERIALS.

9. RESOLUTION OF DISPUTES AND GOVERNING LAW

a) Alternative Dispute Resolution If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation before resorting to arbitration. The mediator may be selected by agreement of the parties. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration. The arbitrator may be selected by agreement of the parties or through King County court procedures. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence.

b) Applicable Law and Jurisdiction This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

10. WRITTEN NOTICE

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing. If written notice is provided by electronic mail (e-mail), then such written notice shall become effective one (1) business day after it is successfully sent.

11. NON-DISCRIMINATION

Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

12. SEVERABILITY

If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this ___________day of ______________________ 2014.

CITY OF PACIFIC

Leanne Guier, Mayor
100 3rd Avenue SE
Pacific, WA 98047

ATTEST:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Kenyon Luce, City Attorney

CITY OF AUBURN

Nancy Backus, Mayor
25 W. Main Street
Auburn, WA 98001

ATTEST:

Dani Daskam, City Clerk

APPROVED AS TO FORM:

Dan Heid, City Attorney