

**City Council Meeting
January 19, 2016 - 7:00 PM
Auburn City Hall
AGENDA**

[Watch the meeting LIVE!](#)

[Watch the meeting video](#)

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

I. CALL TO ORDER

A. Pledge of Allegiance

B. Roll Call

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Public Hearing for 2016 Annual Action Plan (Hinman)

City Council to conduct a public hearing on the proposed 2016 Community Development Block Grant Annual Action Plan

2. Public Hearing - Resolution No. 5187 (Moratorium on Residential Land Uses in the C-1 Zoning Designation)* (Snyder)

City Council to conduct a public hearing to receive public comments and suggestions with regard to the proposed moratorium on residential land uses in the C-1 Zoning Designation

B. Audience Participation

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

C. Correspondence

There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. **Minutes of the January 4, 2016 City Council Meeting***

B. **Minutes of the November 2, 2015 Special City Council Meeting***

C. **Claims Vouchers (Coleman)**

2015 claims voucher numbers 436939 through 437097 in the amount of \$4,010,571.29 and two wire transfers in the amount of \$629,890.09 and dated January 19, 2016.

2016 claims voucher numbers 436940, 437098 through 437182 in the amount of \$3,297,383.53 and one wire transfer in the amount of \$3,498.00 and dated January 19, 2016.

D. **Payroll Vouchers (Coleman)**

Payroll check numbers 536158 through 536192 in the amount of \$574,850.47, electronic deposit transmissions in the amount of \$1,350,190.07 for a grand total of \$1,925,040.54 for the period covering December 31, 2015 to January 13, 2016.

E. **Public Works Project No. CP1122* (Snyder)**

City Council approve Final Pay Estimate No. 7 to Contract No. 15-06 in the amount of \$16,997.37 and accept construction of Project No. CP1122, 30th Street NE Area Flooding – Phase 1a

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

VIII. **UNFINISHED BUSINESS**

IX. **NEW BUSINESS**

X. **ORDINANCES**

A. **Ordinance No. 6575, Second Reading* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6491 and the T-Mobile West, LLC Franchise No.13- 37 to add an additional location

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6575.)

B. **Ordinance No. 6576, Second Reading* (Snyder)**

An Ordinance of the City Council of the City of Auburn Washington, vacating right-of-way of 64th Avenue South, south of South 300th Street, within the City of Auburn, Washington

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6576.)

C. **Ordinance No. 6580, Second Reading* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, relating to planning; adopting annual Comprehensive Plan text amendments pursuant to

the provisions of RCW Chapter 36.70A

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6580.)

D. **Ordinance No. 6581, Second Reading* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 19.02.115, 19.02.120, 19.02.130 and 19.02.140 of the Auburn City Code relating to school impact fees

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6581.)

E. **Ordinance No. 6582, Second Reading* (Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Section 10.41.020 of the Auburn City Code, entitled "Restricted Parking Zone Established" for the purpose of revising code language to clarify intent

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6582.)

XI. **RESOLUTIONS**

A. **Resolution No. 5192* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute Service Agreement No. AG-S-088 for services related to Job Order Contracting with the Gordian Group, Inc.

(RECOMMENDED ACTION: City Council adopt Resolution No. 5192.)

B. **Resolution No. 5196* (Haugan)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Enterprise Agreement between the City of Auburn and Microsoft

(RECOMMENDED ACTION: City Council adopt Resolution No. 5196.)

C. **Resolution No. 5197* (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 Fifty Thousand Three Hundred and thirty-one Dollars (\$50,331.00), and authorizing the Mayor to execute an Interlocal Agreement between the Department of Ecology and the City of Auburn to accept said funds for implementation of the 2015-2017 Coordinated Prevention Grant Program

(RECOMMENDED ACTION: City Council adopt Resolution No. 5197.)

D. **Resolution No. 5202* (Faber)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a 2016 Youth Sports Facilities Grant Contract between the City of Auburn and King County, Washington

(RECOMMENDED ACTION: City Council adopt Resolution No. 5202.)

E. **Resolution No. 5205* (Hinman)**

A Resolution of the City Council of the City of Auburn, Washington, adopting the 2016 Community Development Block Grant Action Plan for the Consolidated Plan years 2015-2019

(RECOMMENDED ACTION: City Council adopt Resolution No. 5205.)

F. **Resolution No. 5206* (Backus/Mayor Backus)**

A Resolution of the City Council of the City of Auburn, Washington, supporting the Auburn School District's Educational Program and Operations Replacement Levy

**Auburn School District No. 408
Proposition No. 1
Educational Program and Operations Replacement Levy**

The Board of Directors adopted Resolution No. 1211 concerning educational funding. This proposition authorizes the District to levy the following excess taxes, to replace an expiring levy, on all taxable property within the District, to support the District's educational program and operations:

<u>Collection Years</u>	Approximate Levy Rate/\$1,000	<u>Levy Amount</u>
	<u>Assessed Value</u>	
2017	\$4.13	\$40,700,000
2018	\$4.23	\$43,000,000
2019	\$4.34	\$45,400,000
2020	\$4.43	\$47,750,000

all as provided in the Resolution. Should this proposition be approved?

(RECOMMENDED ACTION: After providing an opportunity for opposing views from the audience, City Council adopt Resolution No. 5206.)

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

B. **From the Mayor**

XIII. ADJOURNMENT

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for 2016 Annual Action Plan

Date:

January 12, 2016

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council to conduct a public hearing on the proposed 2016 Community Development Block Grant Annual Action Plan. (For further action, please see Resolution No. 5205.)

Background Summary:

The preparation of an annual action plan is required by the U.S. Department of Housing and Urban Development (HUD) in order for the City to receive federal funds under the Community Development Block Grant (CDBG) program. The 2016 Action Plan outlines proposed expenditures to implement the City's Consolidated Plan. It identifies federal and local funds expected to be available, indicates the activities on which they will be spent, and sets goals for the number and type of services expected to be provided. The City of Auburn anticipates that in 2016 approximately \$519,144 of CDBG funds will be available for projects that are consistent with federal regulations and the objectives and policies of Auburn's Consolidated Housing and Community Development Plan. In 2016 the CDBG funds will be combined with approximately \$550,000 of General Funds to create a total Human Services budget of approximately \$1,069,144. A public notice and brief description about the 2016 Action Plan was published in the Seattle Times. On January 19, 2016, the City Council will hear public testimony about the Plan. The deadline to submit written comments is January 19, 2016. The final draft of the 2016 Action Plan will be prepared and sent to HUD after City Council adoption.

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

Hinman

Meeting Date: January 19, 2016

Item Number: PH.1



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing - Resolution No. 5187 (Moratorium on Residential Land Uses in the C-1 Zoning Designation)

Date:

January 11, 2016

Department:

Community Development
and Public Works

Attachments:

[Adopted Resolution No. 5187](#)
[Copy of Notice of Public Hearing](#)
[Copy of Published Notice of Public Hearing](#)
[Map of Affected Parcels of Land](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to conduct the required public hearing.

Background Summary:

The City Council adopted Resolution No. 5187 on December 7, 2015 establishing a one (1) year moratorium on the acceptance and processing of applications for all residential land uses on properties zoned C-1. The adopted moratorium will allow for the City Council, Planning Commission, citizens and staff adequate time to fully consider all the options and alternatives for appropriate regulations, and to fully investigate and review all of the factors involved in continuing to allow residential land uses in the C-1 zoning designation. Section 6 of the Resolution specifies that a public hearing required pursuant to state law will be held by the City Council on January 19, 2016. A Notice of Public Hearing was sent to all property owners of record for the affected 261 parcels pursuant to the current property ownership records of the King County Assessor's Office and Pierce County Assessor's Office. In addition, the City Clerk's Office conducted required public noticing in advance of the City Council's scheduled hearing on this matter.

Table 18.23.030 (Permitted, Administrative, Conditional and Prohibited Uses by Zone) currently specifies the permitted nature of residential land uses within the Light Commercial (C-1) zoning designation. ACC 18.23.020.C specifies that the intent of the C-1 zoning designation is for lower intensity commercial adjacent to residential neighborhoods. This Section further states that this zone generally serves as a transition zone between higher and lower intensity land uses, providing retail and professional services. This Section also states that the C-1 zoning designation represents the primary commercial designation for small- to moderate-scale

commercial activities compatible by having similar performance standards and should be developed in a manner which is consistent with and attracts pedestrian-oriented activities. Finally, this Section specifies that the C-1 zone encourages leisure shopping and provides amenities conducive to attracting shoppers and pedestrians.

Recent residential development proposals for current C-1 zoned properties in the City caused staff to question the overall consistency of residential land uses currently authorized by City Code for the C-1 zoning designation with the intent of this zoning designation as noted above. In order to allow for the City Council, Planning Commission, citizens and staff adequate time to fully consider all the options and alternatives for appropriate regulations, and to fully investigate and review all of the factors involved in continuing to allow residential land uses in the C-1 zoning designation, staff brought forward a recommendation to the City Council on December 7, 2015 to adopt Resolution No. 5187. The City Council took positive motion action and adopted Resolution No. 5187 at the December 7th meeting.

A total of 261 parcels of land were affected by the City Council's adoption of the Resolution. However, the Resolution only imposes a moratorium on residential development on these affected parcels. Non-residential development pursuant to adopted city code could still be pursued subject to compliance with applicable standards and regulation.

This Resolution was processed in accordance with RCW 35A.63.220 (Moratoria, interim zoning controls — Public hearing — Limitation on length) that specifies:

A legislative body that adopts a moratorium or interim zoning ordinance, without holding a public hearing on the proposed moratorium or interim zoning ordinance, shall hold a public hearing on the adopted moratorium or interim zoning ordinance within at least sixty days of its adoption, whether or not the legislative body received a recommendation on the matter from the planning agency. If the legislative body does not adopt findings of fact justifying its action before this hearing, then the legislative body shall do so immediately after this public hearing. A moratorium or interim zoning ordinance adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium of [or] interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: January 19, 2016

Item Number: PH.2

RESOLUTION NO. 5 1 8 7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ESTABLISHING A MORATORIUM ON ACCEPTANCE OR PROCESSING OF APPLICATIONS AND OTHER LICENSES, PERMITS AND APPROVALS FOR RESIDENTIAL USES IN PROPERTY WITHIN THE C-1, LIGHT COMMERCIAL ZONE

WHEREAS, the current provisions of the Auburn City Code (ACC) provide for a C-1, Light Commercial Zone; and

WHEREAS, the C-1, Light Commercial Zone provisions, Paragraph C of Section 18.23.020, ACC, identify its intent as follows:

The C-1 zone is intended for lower intensity commercial adjacent to residential neighborhoods. This zone generally serves as a transition zone between higher and lower intensity land uses, providing retail and professional services. This zone represents the primary commercial designation for small to moderate-scale commercial activities compatible by having similar performance standards and should be developed in a manner which is consistent with and attracts pedestrian-oriented activities. This zone encourages leisure shopping and provides amenities conducive to attracting shoppers and pedestrians;

and

WHEREAS, the current provisions of the Auburn City Code, ACC 18.23.030, identify a number of permitted uses for the C-1 zoning district, including:

Storage – Personal household storage facility (mini-storage); Commercial recreation facility, indoor; Meeting facility, public or private; Movie theater, except drive-in; Religious institutions, lot size less than one acre; Religious institutions, lot size more than one acre; Studio – Art, dance, martial arts, music, etc.; Caretaker apartment; Live/work or work/live unit; Multi-family dwellings as part of a mixed-use development; Nursing home, assisted living facility; Groceries, specialty food stores; Outdoor displays and sales associated with a permitted use (auto/vehicle sales not included in this category); Restaurant, café, coffee shop; Community retail establishment; Neighborhood retail establishment; Tasting room; Tavern; Wine production facility, small craft distillery, small craft brewery; and all sales and services (excluding kennels and veterinary clinics); Banking and related financial institutions, excluding drive-through facilities; Catering services; Day care, including me day care, day care center, preschools

or nursery schools; Dry cleaning and laundry services (personal); Hospitals; Lodging-hotel or motel; Medical-dental clinic; Mortuary, funeral home, crematorium; Personal service shops; Pharmacies; Print and copy shop; Professional offices; Veterinary clinic, animal hospital; Broadcasting studio; Parking facilities, public or commercial, surface; Parking facilities, public or commercial, structured; Other uses may be permitted by the planning director or designee if the use is determined to be consistent with the intent of the zone and is of the same general character for the uses permitted. See ACC 18.02.120 (C)(6), unclassified uses;

and

WHEREAS, the current provisions of the Auburn City Code, ACC 18.23.030, identify a number of administratively permitted uses for the C-1 zoning district, including:

Library, museum; Private school-specialized education/training (for profit); Senior housing; Convenience store; Drive-through espresso stands; Drive-through facilities including banks and restaurants; Entertainment, commercial; Animal day care (excluding kennels and animal boarding); Government facilities, this excludes offices and related uses that are permitted outright; Printing and publishing (books, newspapers and other printed matter); Repair services-equipment, appliances; Utility transmission or distribution line or substation; Automobile washes (automatic, full or self-service); Auto parts sales with installation services; Auto/vehicle sales and rental; Fueling station; Any commercial use abutting a residential zone which has hours of operation outside of the following: Sunday: 9:00 am to 10:0 pm or Monday-Saturday 7:00 am to 10:00 pm;

and

WHEREAS, questions have surfaced in terms of how residential uses fit within the intended commercial transitional uses of the C-1 zone and what residential uses should be permitted outright, conditionally permitted or permitted administratively in the C-1 zone, as well as how this may affect what areas of the City should be designated as C-1 zone properties; and

WHEREAS, in order to give the City adequate time to fully consider all the options and alternatives for appropriate regulations, and to fully investigate and review

all of the factors involved with residential uses in the C-1 zone and with designating which areas of the City should be located within the C-1 zone, the City needs to impose a moratorium on accepting and processing applications for any residential uses in the current C-1 zone, until its review of needed regulations and its adoption and implementation of needed regulations can be completed; and

WHEREAS, RCW Sections 35A.63.220 and 36.70A.390 authorize cities to adopt moratoria; and

WHEREAS, consistent with the provisions of RCW 35A.63.220, it is appropriate for the City Council to hold public hearings and to authorize the holding of public hearings and/or other means to gather information and adopt findings of fact supporting and justifying the moratorium, and to implement a work plan for review of the issues related to residential land uses in the C-1 light commercial zone and related to the designation of areas of the City to be located in the C-1 light commercial zone, in the development of and/or amendment to the City's business and land use regulations.

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

Section 1. Moratorium Established. Pursuant to RCW 35A.63.220, a moratorium is hereby imposed prohibiting the City from receiving and/or processing any applications for any residential uses in any C-1 zoning districts in the City of Auburn.

Section 2. Term of Moratorium. The moratorium imposed by this resolution shall become effective on the date hereof, and shall continue in effect for an initial period of one year, unless repealed, extended or modified by the City Council after subsequent public hearing(s) and entry of appropriate findings of fact pursuant to RCW

35A.63.220, provided that the moratorium shall automatically expire upon the effective date of business licensing, zoning and land use regulations adopted by the City Council to address residential uses in the C-1 zone and C-1 land uses in the City of Auburn.

Section 3. Preliminary Findings. The following preliminary findings of fact are hereby adopted:

A. That current permitted C-1 land uses include residential uses, including caretaker apartments, live/work and work/live units, multi-family dwellings as part of a mixed-use development, standalone multiple-family dwellings, nursing home and assisted living facilities, and senior housing, which residential uses raise the question of consistency with the intended purposes of the C-1 zoning district, which residential uses have the potential for significant impacts on abutting commercial properties and adjacent properties in the community.

B. That current designation of C-1 zoned properties, likewise, has the potential for significant impacts on commercial and residential neighborhoods and the community, depending on allowed and permitted uses.

C. That because of the potential impacts of these uses and designations, there is a need to fairly and reasonably evaluate, consider options and develop appropriate legislation that satisfactorily addresses the C-1 residential use concerns and related impacts on the City.

D. It is appropriate for City staff to collect and compile documentation, information, testimony and statements of concerned citizens of the City and of other persons interested in or familiar with the issues of C-1 residential uses, and consider their impacts in order to fully explore ways to protect the City and its citizens from the adverse impacts of such uses.

Section 4. Conclusion. Based on the above Findings of Fact, the City Council concludes that the City has the authority to establish a moratorium, and that it is appropriate and necessary to establish a moratorium to evaluate impacts, consider options and decide how best to identify permitted C-1 residential uses and identification of properties to be designated as being within the C-1 zoning district, as a stop-gap measure in order to 1) provide the City with an opportunity to study the pertinent issues

and alternatives; and 2) protect the health, safety and welfare of the citizens of Auburn by ameliorating the adverse impacts of C-1 related residential uses.

Section 5. Work Plan. The following work plan is adopted to address the issues involving C-1 light commercial zone designation and residential land use and related regulations:

A. That the City of Auburn Planning Commission is authorized and directed to hold public hearings and public meetings to fully receive and consider statements, testimony, positions and other documentation or evidence related to the issues of permitted residential land uses of the C-1 and designation of properties in the C-1 zoning district.

B. That the Planning Commission and City staff are authorized and directed to review the experiences of other jurisdictions, the status of legal cases, and statistical data, information, studies and other evidence compiled by other municipalities, of the implications and options for light commercial zone related uses and businesses as identified in the Auburn City Code, and to review State and Federal law and any other information that is pertinent to consideration thereof.

C. That the City of Auburn Planning Commission shall work with City staff and the citizenry of the City to develop proposals for C-1 zoning district permitted uses, and related considerations, to be forwarded in their recommendations to the City Council for inclusion in ordinances and ultimate adoption as a part of the City Codes of the City of Auburn.

D. That the Mayor, in consultation with the City Attorney, the Director of Community Development and Public Works and other staff, shall periodically advise and report to the City Council as to the status of hearings, meetings and information development regarding activities of the Planning Commission and City staff relative to the evaluation, consideration and development of regulations, and options, related to properties and land uses in a light commercial zoning district, with such reports to be scheduled approximately every six (6) months or as appropriate throughout the period of the moratorium and any extensions thereof, until adoption of comprehensive ordinance and regulations are developed, adopted and implemented, relating to C-1 property designations and related land uses and businesses becoming effective in conjunction with the termination of the moratorium referred to in this Resolution.

Section 6. Public Hearing. A public hearing shall be scheduled for 7:00 p.m. or as soon thereafter as the matter may be heard, on the 19th day of January,

2016, in City Council Chambers, 25 West Main Street, Auburn, Washington 98001, to hear and consider the comments and testimony of those wishing to speak at such public hearing regarding the moratorium.

Section 7. Severability. If any sections, sentence, clause or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not effect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution or its application to any other person, property or circumstance.

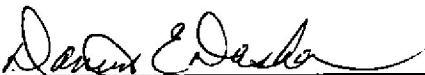
Section 8. Effective Date. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this 7th day of December, 2015.

CITY OF AUBURN


NANCY BACKUS, MAYOR

ATTEST:


Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney

CITY OF AUBURN

NOTICE OF CITY COUNCIL PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Auburn City Council at 7:00 PM on Tuesday, January 19, 2016 in the Council Chambers located on the first floor of Auburn City Hall, 25 West Main Street, Auburn, Washington, 98001 on the following:

MORATORIUM ON RESIDENTIAL LAND USES IN THE LIGHT COMMERCIAL (C-1) ZONING DESIGNATION

Resolution No. 5187, adopted December 7, 2015, by the Auburn City Council established an initial one year moratorium on the acceptance and/or processing of any applications or other licenses, permits and approvals for residential uses on properties zoned C-1, Light Commercial Zone within the city of Auburn. Resolution No. 5187 is effective immediately upon the City Council's passage. Pursuant to state law, the City Council must hold a duly advertised public hearing on the moratorium within sixty (60) calendar days of the City Council's passage. Any interested party is invited to attend and comment on the moratorium during the public hearing.

Please note that development project applications on C-1 zoned properties previously submitted to, accepted, and deemed complete by the City of Auburn Community Development and Public Works Department are not impacted by this moratorium.

Non-English speaking residents wishing to review documents pertaining to this issue should contact the City of Auburn City Clerk's Office. Citizens with speech, sight or hearing disabilities wishing to review documents should contact the City of Auburn within 10 calendar days prior to the Council meeting, as to the type of service or equipment needed. Each request will be considered individually according to the type of request, the availability of resources and the financial ability of the City to provide the requested services or equipment.

Written comments and/or suggestions may be sent to the City of Auburn, c/o Auburn City Clerk, 25 W. Main Street, Auburn, 98001, or faxed to (253)804-3116.

(Do not publish below this line.)

Publish in the Seattle Times on December 17, 2015

A 3. 20. 5

The Seattle Times

City of Auburn, Finance Dept
City Clerk
25 W Main St

Auburn, WA 98001

Re: Advertiser Account # 107302
Ad #: 606666

Agency Account #: 0
Agency Name:

Affidavit of Publication

STATE OF WASHINGTON
Counties of King and Snohomish

The undersigned, on oath states that he/she is an authorized representative of The Seattle Times Company, publisher of The Seattle Times of general circulation published daily in King and Snohomish Counties, State of Washington. The Seattle Times has been approved as a legal newspaper by others of the Superior Court of King and Snohomish Counties.

The notice, in the exact form annexed, was published in the regular and entire issue of said paper or papers and distributed to its subscribers during all of the said period.

Newspaper and Publication Date(s)	
Seattle Times	12/17/15

Agent Sharon Seligman Signature Sharon Seligman
Subscribed and sworn to before me on Dec 17. 2015 DATE
Christina C. McKenna
Notary Signature Notary Public in and for the State of Washington, residing at Seattle



The Seattle Times

Re: Advertiser Account # 107302

Ad #: 606666

Agency Account #: 0

Agency Name:

AD TEXT

CITY OF AUBURN NOTICE OF CITY COUNCIL PUBLIC HEARING

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MORATORIUM ON RESIDENTIAL LAND USES IN THE LIGHT COMMERCIAL (C-1) ZONING DESIGNATION

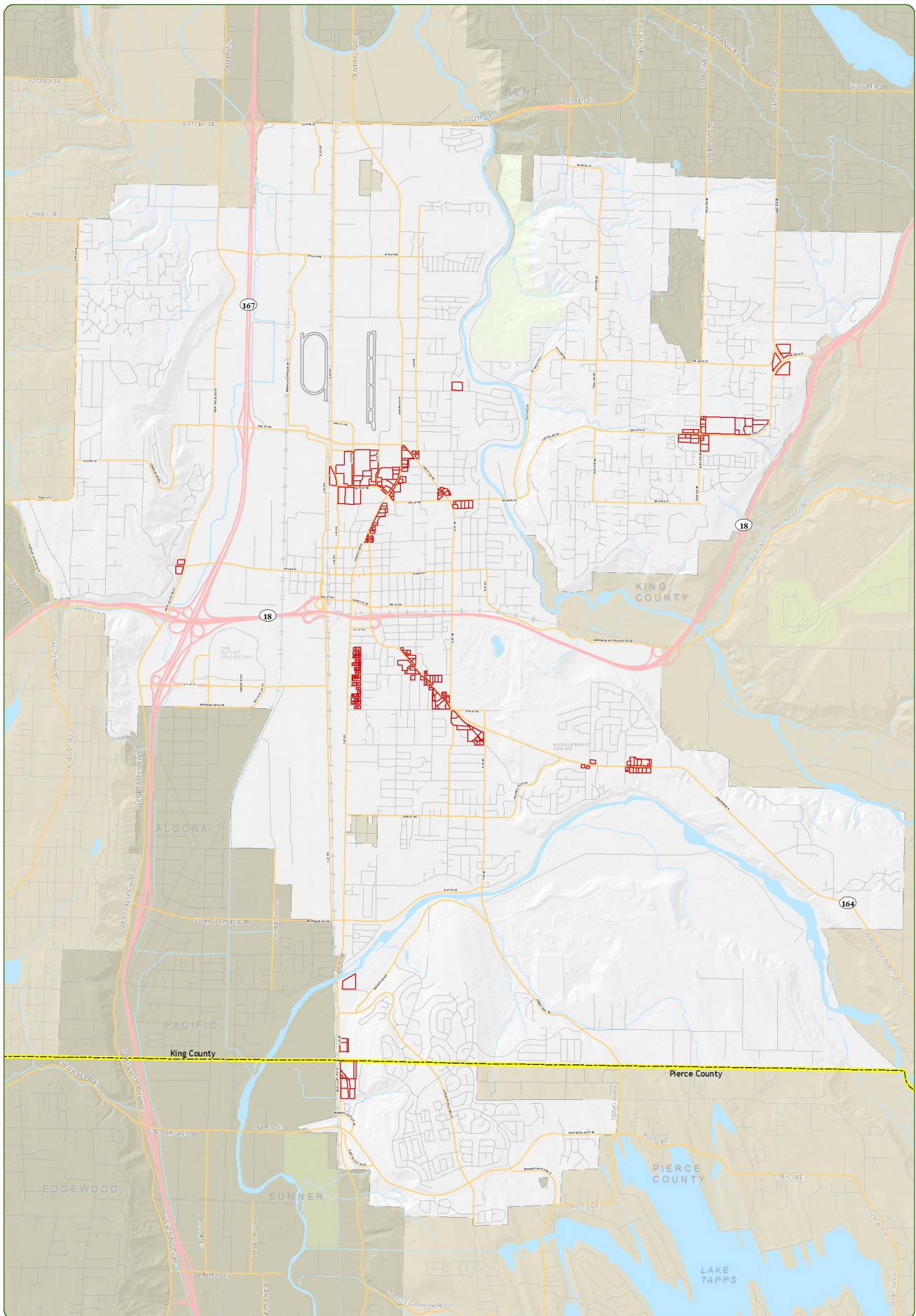
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C1 Properties



Printed On: 12/11/2015
Map ID: 4703



PH.2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the January 4, 2016 City Council Meeting

Date:

January 12, 2016

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Meeting Date: January 19, 2016

Item Number: CA.A



**City Council Meeting
January 4, 2016 - 7:00 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Pledge of Allegiance

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

B. Roll Call

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

Department Directors and staff members in attendance included: Chief of Police Bob Lee, Director of Administration Dana Hinman, City Attorney Daniel B. Heid, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Engineering Aide Amber Price, Human Resources and Risk Management Director Rob Roscoe, Planning Services Manager Jeff Dixon, Innovation and Technology Director Paul Haugan, Finance Director Shelley Coleman, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Miss Auburn Scholarship Program Days Proclamation

Mayor Backus to proclaim January 22 and 23, 2016 as Miss Auburn and Miss Auburn's Outstanding Teen Days in the city of Auburn.

Mayor Backus greeted contestants for the Miss Auburn and Miss Auburn's Outstanding Teen scholarship program. Each contestant introduced herself and reported on her sponsor and described her platform. Miss Auburn contestants in attendance included: Heather Haggin sponsored by Auburn Noon Lions, Allison Amador sponsored by Kiwanis of the Valley, Megan Kickner sponsored by the Rotary Club of Auburn, Whitney Van Vleet sponsored by Longhorn Barbecue, Sarah Gleason sponsored by Noon Kiwanis Club of Auburn, Arden McCarthy sponsored by Scotty's General Construction, Angela Suresh sponsored by Gerry Honeysett Construction, Cami Werden sponsored by Don Small and Sons, and Keely Franchini, 2015 Miss Auburn's Outstanding Teen. Miss Auburn's Outstanding Teen contestants in attendance included: Kasidy Love sponsored by Bogey's Public House, Kamsi Onyenna sponsored by Puget Sound Printing, Alexis Florence sponsored by Oddfellas Pub and Eatery, Jhaydee Francisco sponsored by Sound Credit Union, Jayni Bohannon sponsored by Fitchett Benedict and Clark, Nicole Propst sponsored by Cascade Eye and Skin Center, Kaobi Onyenna sponsored by BTC

Insurance, Skylar Erickson sponsored by Waste Management, Jaclyn Seifert sponsored by Auburn Chevrolet, and McKenna Webb sponsored by Molen Orthodontics.

Mayor Backus read a proclamation declaring January 22 and 23, 2016 as Miss Auburn and Miss Auburn's Outstanding Teen Days in the city of Auburn.

III. **APPOINTMENTS**

A. **Election of Deputy Mayor**

City Attorney Heid reviewed the process for selecting Deputy Mayor pursuant to Section 12 of the Council Rules of Procedure.

Deputy Mayor Holman nominated Councilmember Largo Wales.

Councilmember Trout nominated Deputy Mayor John Holman; however, Deputy Mayor Holman declined the nomination.

There being no other nominations, Councilmember Wales was elected Deputy Mayor by a majority vote.

B. **Arts Commission Appointment**

City Council to confirm the appointment of Trudi Moses to the Arts Commission for a three year term to expire January 31, 2018.

Deputy Mayor Wales moved and Councilmember Trout seconded to confirm the appointment of Trudi Moses to the Arts Commission.

MOTION CARRIED UNANIMOUSLY. 7-0

C. **Board and Commission Reappointments**

City Council to confirm the following board and commission reappointments for three year terms ending December 31, 2018:

Airport Board
John Theisen

Arts Commission
Nancy Colson

Cemetery Board
Arnie Galli

Human Services Committee
JoAnne Walters

Parks & Recreation Board
Vicki Gilthvedt

Planning Commission
Jack Smith
Roger Lee

Salary Commission
Terry Hurlbut

Deputy Mayor Wales moved and Councilmember Holman seconded to confirm the following re-appointments for three year terms ending December 31, 2018: John Theisen to the Airport Board, Nancy Colson to the Arts Commission, Arnie Galli to the Cemetery Board, JoAnne Walters to the Human Services Committee, Vicki Gilthvedt to the Parks and Recreation Board, Jack Smith and Roger Lee to the Planning Commission, and Terry Hurlbut to the Salary Commission.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. AGENDA MODIFICATIONS

Resolution No. 5194 was added to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Right-of-Way Vacation V2-15 (Snyder)
City Council to conduct a public hearing on the proposed vacation of right-of-way of 64th Avenue South, south of South 300th Street (Vacation V2-15)

Engineering Aide Amber Price presented the staff report on the request of Schneider Homes for the vacation of right-of-way of the south 137.85 feet of 64th Avenue South, south of 300th Street. The proposed vacation consists of 4,131 square feet of right-of-way bordered on the east and west by parcels owned by the applicant. The applicant proposes to incorporate the right-of-way in the development of the adjoining lots and the preliminary plat of Wyncrest Division II.

The right-of-way was originally deeded to King County to settle a property tax debt in 1963. The property was used as right-of-way by King County and formally converted to right-of-way by the County in 1987. The area was annexed to the City on January 1, 2008.

The application has been reviewed by City staff and utility purveyors, and it has been determined that the right-of-way is no longer necessary to meet the needs of the City. Staff recommends approval of the vacation with reservation of access easements for Puget Sound Energy and Bonneville Power Administration and compensation to the City for the full appraised value of the right-of-way in the amount of \$20,700.00.

Public benefit for the vacation includes decreased right-of-way maintenance obligations and increased property tax revenue, as the vacated right-of-way will be incorporated into a building lot.

Councilmember Wagner inquired about how the value of the right-of-way is determined. Ms. Price advised the applicant is required to

provide an appraisal by a licensed appraiser that is reviewed and approved by the City Engineer.

Mayor Backus opened the public hearing at 7:25 p.m. There was no public comment and the hearing was closed.

2. Public Hearing for Franchise Agreement No. 13-37, Amendment No. 1 (Snyder)
City Council to conduct a public hearing on the application from T-Mobile West, LLC, 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, repair, relocate and remove its facilities in, on, upon, along and/or across those right(s) -of-way. The purpose of the public hearing is to determine public benefit and impact, applicant compliance, public right-of-way capacity to accommodate the telecommunication system, potential disruption of public right-of way, and present and future use of the public right-of-way.

Engineering Aide Amber Price presented the staff report on the request from T-Mobile West LLC to amend their existing Franchise Agreement No. 13-37 in order to build in the City's right-of-way an additional wireless telecommunications facility adjacent to 11534 SE 318th Place. The applicant proposes to replace the existing 33 foot Puget Sound Energy pole located in the right-of-way of 116th Avenue SE with a new 54 foot pole that they would attached antennas. Ms. Price displayed a rendering of the proposed antenna. Currently there are no height restrictions in the right-of-way. The roadway classification of 116th Avenue SE is residential collector, and the posted speed limit is 25 miles per hour. Zoning in the area is R7 and the land use classification is single family.

Property owners within a 1,000 foot radius of the pole location were notified of the proposed amendment.

Ms. Price reported all permits for the location would be reviewed, approved and managed through the City's permitting processes. The replacement pole is required to be located as far back in the right-of-way as possible so that if, and when, a new sidewalk along the street is constructed, the pole will not have to be relocated and will not impede pedestrian or vehicular traffic.

Two written comments were received from the public for the record: Thomas Pike located at 11533 SE 318th Place expressing opposition to the amendment, and Don Bushell, owner of 31509 117th Place SE, expressing support for the amendment.

Deputy Mayor Wales questioned whether construction of a sidewalk along the area could be a condition of the amendment. Director Snyder and Assistant Director Gaub both indicated it would be a difficult legal nexus to prove the impact of the replacement pole warrants a new sidewalk in the area where a sidewalk does not already exist.

In response to a question from Councilmember Baggett, Assistant Director Gaub reported T-Mobile has received its permit from the Federal Aviation Administration, and the permit does not require a light at the top of the pole.

In response to a question from Councilmember Trout on responsibility for maintenance of the landscape area near the pole, Assistant Director Gaub explained the City Code requires the adjacent property owner to maintain the landscaped area.

Mayor Backus opened the hearing at 7:35 p.m. There was no public comment, and the hearing was closed.

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.

No one from the audience requested to address the Council.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember Trout reported on behalf of the Council ad hoc committee that reviews claims and payroll vouchers. Councilmember Trout reported Councilmember DaCorsi and she reviewed claims and payroll vouchers as presented and described on this evening's Consent Agenda and recommend their approval.

VII. CONSENT AGENDA

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

- A. Minutes of the December 7, 2015 City Council Meeting
- B. Minutes of the December 14, 2015 Special City Council Meeting
- C. Claims Vouchers (Coleman)
Claims voucher numbers 436561 through 436758 in the amount of \$4,817,116.39 and two wire transfers in the amount of \$668,673.73 and dated December 21, 2015.
- D. Claims Vouchers (Coleman)
2015 claims voucher numbers 436760 through 436926 in the amount of \$2,618,709.34 and two wire transfers in the amount of \$146,002.97 and dated January 4, 2016.

2016 claims voucher numbers 436759 and 436927 through 436938 in the amount of \$92,765.32 and dated January 4, 2016.

- E. Payroll Vouchers (Coleman)
Payroll check numbers 536087 through 536125 in the amount of \$952,932.59, electronic deposit transmissions in the amount of \$1,396,176.60 for a grand total of \$2,349,109.19 for the period covering November 26, 2015 to December 16, 2015.
- F. Payroll Vouchers (Coleman)
Payroll check numbers 536126 through 536156 in the amount of \$667,926.47, electronic deposit transmissions in the amount of \$1,373,159.91 for a grand total of \$2,041,086.38 for the period covering December 17, 2015 to December 30, 2015.
- G. Public Works Project No. CP1208 (Snyder)
City Council approve Change Order No. 2 in the amount of \$54,681.35 to Contract No. 14-10 for work on Project No. CP1208 (Sewer Pump Station Improvements)

Deputy Mayor Wales moved and Councilmember DaCorsi seconded to approve the Consent Agenda.

The Consent Agenda includes minutes, claims and payroll vouchers, and Public Works Project No. CP1109 change order.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

- A. Ordinance No. 6575, First Reading (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6491 and the T-Mobile West, LLC Franchise No.13-37 to add an additional location

Councilmember Holman moved and Councilmember Trout seconded to adopt Ordinance No. 6575.

Councilmember Pelozo inquired regarding the five points contained in the public comment letter from Mr. Pike. Assistant Director Gaub noted that some of Mr. Pike's comments relate to private property, which is not covered by the franchise agreement. T-Mobile's proposal to locate an equipment building on a separate, privately-owned parcel will go through a separate permitting process.

Councilmember DaCorsi inquired whether any disruption of service will occur with the replacement of the pole. Assistant Director Gaub indicated Puget Sound Energy has not provided information on any potential utility

disruption to replace the pole. Councilmember DaCorsi requested that Council be advised of any potential disruption of service.

Councilmember Wagner recommended that the rendering of the pole and antenna, as it appears on Exhibit A2 of the agenda packet, be included as part of the exhibits to the ordinance. Additionally, Councilmember Wagner recommended language added to the ordinance to provide that any change in appearance of the antenna would require an amendment to the ordinance.

Councilmember Wagner moved and Deputy Mayor Wales seconded to amend Ordinance No. 6575 to include Exhibit A2 in the ordinance and add a paragraph providing that any substantial geometric change to the antenna would require approval by the Council.

Councilmember Pelozo inquired regarding any electromagnetic emissions from the antenna. Mr. Drew Thatcher, representing T-Mobile, explained the purpose of the antenna is to transmit electromagnetic waves. Mr. Thatcher offered to provide recent information from international organizations that have reviewed potential impact of electromagnetic emissions. Mr. Thatcher stated the exposures are far below the thresholds.

Director Snyder added that the Federal Communications Act of 1996 preclude local governments from consideration of any impact of electromagnetic emissions as it is regulated by the Federal Communications Commission.

Councilmember Wales requested additional information on sidewalks along 116th Street prior to the second reading of the ordinance.

In response to a question from Councilmember Pelozo, Assistant Director Gaub reported T-Mobile has two cell towers on the West Hill and AT&T has a 96 foot tower on Auburn Way North.

- B. Ordinance No. 6576, First Reading (Snyder)
An Ordinance of the City Council of the City of Auburn Washington, vacating right-of-way of 64th Avenue South, south of South 300th Street, within the City of Auburn, Washington

Deputy Mayor Wales moved and Councilmember Trout seconded to adopt Ordinance No. 6576.

A public hearing on the proposed vacation was held earlier this evening.

- C. Ordinance No. 6580, First Reading (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, relating to planning; adopting annual Comprehensive Plan text amendments pursuant to the provisions of RCW Chapter 36.70A

Councilmember DaCorsi moved and Deputy Mayor Wales seconded to adopt Ordinance No. 6580.

Ordinance No. 6580 amends the Comprehensive Plan to include the 2015 City-initiated annual Comprehensive Plan amendments.

- D. Ordinance No. 6581, First Reading (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 19.02.115, 19.02.120, 19.02.130 and 19.02.140 of the Auburn City Code relating to school impact fees

Councilmember Holman moved and Councilmember Baggett seconded to adopt Ordinance No. 6581.

Ordinance No. 6581 relates to 2016 revisions of school district impact fees. Auburn City Code requires annual Council review of school impact fees.

- E. Ordinance No. 6583, Second Reading (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 19.04.040 of the Auburn City Code, entitled "Assessment of Impact Fees" for the purpose of revising code language to clarify intent

Councilmember Holman noted the ordinance provides for a change in language related to traffic impact fees that would allow applicants to pay the lowest rate in effect between the time that a building permit is submitted and the time the City issues the permit.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

- A. Resolution No. 5193 (Roscoe)
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 the International Association of Machinists and Aerospace Workers District Lodge No. 160

Deputy Mayor Wales moved and Councilmember Pelosa seconded to adopt Resolution No. 5193.

Resolution No. 5193 approves a Collective Bargaining Agreement between the City and the International Association of Machinists, Local 160.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Resolution No. 5194
A Resolution of the City Council of the City of Auburn, Washington, establishing a moratorium on the allowance, acceptance or processing of applications for business licenses and other licenses, permits and approvals for marijuana/cannabis related businesses and uses

Councilmember Holman moved and Deputy Mayor Wales seconded to adopt Resolution No. 5194.

Councilmember Holman spoke in favor of the moratorium. He noted state law has changed and the potential impact on the City is unknown. A moratorium will give the City adequate time to investigate the implications of the change in state law on the City.

Deputy Mayor Wales spoke in favor of the moratorium and agreed with comments made by Councilmember Holman.

Councilmember DaCorsi spoke in favor of the moratorium. Councilmember DaCorsi pointed out the City's Planning Commission will be holding public hearings on the matter and consider the impacts of the change in State law on the City.

Councilmember Wagner encouraged citizens to contact their legislators and demand the state do their job and ensure adequate regulations are in place.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Resolution No. 5195 (Roscoe)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement for the EHCW VEBA Trust Cooperative

Deputy Mayor Wales moved and Councilmember Holman seconded to adopt Resolution No. 5195.

Resolution No. 5195 approves an Interlocal Agreement with VEBA Trust through Employers Health Coalition of Washington.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Wales reported on her attendance on the Solid Waste Advisory Council, which is looking to increase the amount of recycling, particularly in unincorporated King County. Deputy Mayor Wales also reported she participated in the Auburn Food Bank Thanksgiving and Christmas dinners. Deputy Mayor Wales commented on the number of dinners the Food Bank was able to provide through the generosity of the Auburn community.

Councilmember DaCorsi reported he enjoyed participating in several local holiday events, particularly the tree lighting ceremony in the City Hall plaza.

Councilmember Trout reported on her attendance at the tree lighting celebration and other local holiday events.

B. From the Mayor

Mayor Backus reported on the recent Sister City delegation visit from Guanghan, Sichuan Province, China. Mayor Backus also reported she attended a recent Senior Center Coffee Hour with Councilmember Wagner, the Auburn Bus Drivers Christmas Toy Giveaway, and the Auburn Food

Bank and Valley Regional Fire Authority fire fighters toy drive and giveaway.

XIII. EXECUTIVE SESSION

At 8:14 p.m. Mayor Backus recessed the meeting for a five minute intermission and then to executive session for approximately 20 minutes in order to discuss pending litigation pursuant to RCW 42.30.110(1)(i). City Attorney Heid, Human Resources and Risk Management Director Roscoe and Finance Director Coleman attended the executive session. It was indicated no action would follow the executive session.

Mayor Backus reconvened the meeting at 8:39 p.m.

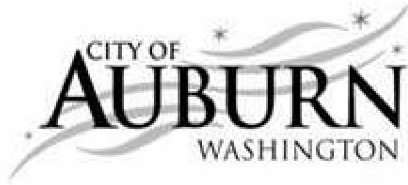
XIV. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:39 p.m.

APPROVED this 19th day of January, 2016.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the November 2, 2015 Special City Council Meeting

Date:

January 12, 2016

Department:

Administration

Attachments:

[11-2-2015 Special](#)

Budget Impact:

\$0

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

Meeting Date: January 19, 2016

Staff:

Item Number: CA.B



**Special City Council Meeting
November 2, 2015 - 4:00 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

Mayor Nancy Backus called the meeting to order at 4:00 p.m. in the Council Chambers located in Auburn City Hall, 25 West Main Street in Auburn, and led those in attendance in the Pledge of Allegiance.

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

Department directors and staff members present included: City Attorney Daniel B. Heid, Director of Administration Dana Hinman, Police Chief Bob Lee, Community Development and Public Works Director Kevin Snyder, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Community Development Services Jeff Tate, Planning Services Manager Jeff Dixon, Utilities Engineering Manager Lisa Tobin, Transportation Manager Pablo Para, Traffic Engineer James Webb, Human Resources and Risk Management Director Rob Roscoe, Economic Development Manager Doug Lein, and Deputy City Clerk Shawn Campbell.

II. DISCUSSION ITEMS

A. Introduction of the Core Comprehensive Plan (15 Minute Presentation/ 15 Minute Q&A) (Snyder)

Assistant Director Tate presented Council with the Comprehensive Plan overview and schedule. He explained the schedule and some of the groups that have had input on the document including Council, Planning Commission, staff and citizens. The City is using several different kinds of reports to develop the Core Plan, including the buildable lands analysis, a health impact assessment, the Countywide Planning Policies, the Imagine Auburn survey, the Puget Sound Regional Council Vision 2040, the Growth Management Act and the Housing Characteristics assessment. With the data used to develop the Core Plan the City has created the Land Use Element, Utilities Element, Housing Element, Transportation Element, Capital Facilities Element, Economic Development Element, and the Parks Element of the Core Comprehensive Plan.

Councilmember DaCorsi stated staff has done great work developing the Comprehensive Plan. He said the City needs to move forward with mixed income housing as part of the Housing Element.

Councilmember Wagner stated he appreciated the added detail and the addition of the Seven Core Values. He said he would like to see something on the people who do not live in the City limits but are still in the city at various times for various reasons.

B. Comprehensive Storm Drainage Plan (15 Minute Presentation/ 15 Minute Q&A) (Snyder)

Storm Drainage Engineer Carlaw recapped the accomplishments from the 2009 Storm Drainage Plan. He explained the City has completed most of the 17

projects in the Plan. The City is subject to new regulatory requirements for the National Pollutant Discharge Elimination System (NPDES) Permit including new Low Impact Development regulations, increased inspection and maintenance requirements, payment for the Ecology Water Quality Monitoring Program and adherence to a new stormwater management manual. The 2015 Drainage Plan Capital Improvement Projects have been prioritized by these three levels: 1.) level of significant risk and failure to meet level of service; 2.) some risk and level of service could be improved; and 3.) opportunity to resolve drainage issues when combined with other projects. The 2015 Drainage Plan Capital Improvement Projects are: West Main Street Pump Station upgrade, 37th and I streets NW Storm Improvements, Hillside Drainage Assessments, 30th Street NE Area Flooding with Phases 2 and 3 of the North Airport Area Improvements, West Hill Drainage Improvements, D Street Improvements, 23rd Street SE Drainage Improvements and a vegetative waste sorting facility. The Plan does not include any increases in the Storm SDC except for inflation, there are no changes to the adopted rate through 2017 and there will be a future rate increases of 2.6% annually beginning in 2018 and 2019. The Plan recommends the City continue to monitor current location and any future projects, continue the Storm System Inventory Program, increase ditch maintenance, improve stormwater pond maintenance, continue asset management, and improve easements access. The future staffing needs for the program include two Storm Inventory Team members in 2016, one Engineering Services staff member in 2017 and one additional staff person in the Maintenance and Operations department in 2017.

Councilmember DaCorsi asked what level of effort is required to complete the Hillside assessment. Storm Drainage Engineer Carlaw explained the concerns are not wide spread. Staff will research the issues then physically inspect each drain on the hillsides to assess the needed repairs.

C. Comprehensive Transportation Plan (25 Minute Presentation/ 20 Minute Q&A) (Snyder)

Transportation Manager Para explained the Comprehensive Transportation Plan has not had a major update since 2009. Since 2009 the City has completed over 50 transportation projects totaling over \$70 million. The City currently has over 216 centerline miles of roadway, over 100 miles of sidewalks adjacent to roadways, over 2,700 City owned and maintained street lights and over 8,000 City owned and maintained street signs. In the traffic signal system the City has 93 traffic signals, one rail crossing signal and gate, 48 school zone beacons, 6 speed radar signs and 7 pedestrian crossing beacons. As part of the intelligent transportation systems, the City has a traffic management center, 47 traffic cameras and 20 miles of fiber optic and copper interconnections.

Transportation Manager Para explained the way the City forecasts for population, housing needs and employment for the next 20 years. He then explained the levels of service for the City and how two intersections within the City currently operate below standards. With the forecasted population and employment growth the City is expected to have other intersections that will operate below standards by 2020.

Traffic Engineer Webb explained the City must go through the forecasting process in order to be able to update the plan for future growth. He explained the plan will update the capital projects including removing completed or unneeded projects, and adding new projects. Non-motorized updates include ADA improvements and fixing sidewalk gaps, the Transit Plan updates include discontinuation of bus routes 152 and 919, midday Sounder services being

added in 2016, adding route 497 to meet all Sounder Trains, and working with Sound Transit for additional parking.

Councilmember Wales stated she appreciates the City has a system to analyze the roads.

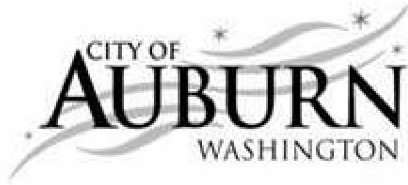
III. **ADJOURNMENT**

There being no further business, the meeting adjourned at 5:21 p.m.

APPROVED this 19th day of January, 2016.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

January 13, 2016

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve claims vouchers.

Background Summary:

2015 claims voucher numbers 436939 through 437097 in the amount of \$4,010,571.29 and two wire transfers in the amount of \$629,890.09 and dated January 19, 2016.

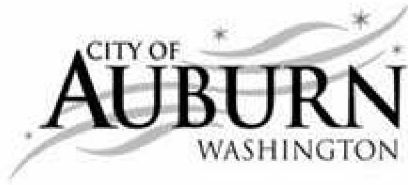
2016 claims voucher numbers 436940, 437098 through 437182 in the amount of \$3,297,383.53 and one wire transfer in the amount of \$3,498.00 and dated January 19, 2016.

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

Coleman

Meeting Date: January 19, 2016

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

January 13, 2016

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council to approve payroll vouchers.

Background Summary:

Payroll check numbers 536158 through 536192 in the amount of \$574,850.47, electronic deposit transmissions in the amount of \$1,350,190.07 for a grand total of \$1,925,040.54 for the period covering December 31, 2015 to January 13, 2016.

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

Coleman

Meeting Date: January 19, 2016

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1122

Date:

January 11, 2016

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Final Pay Estimate No 7](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Final Pay Estimate No. 7 to Contract No. 15-06 in the amount of \$16,997.37 and accept construction of Project No. CP1122, 30th Street NE Area Flooding Phase 1a.

Background Summary:

The 30th Street NE Area Flooding – Phase 1a project included the completion of a new 42-inch gravity storm line along 30th Street NE from C Street NE to I Street NE. The new 42-inch pipe replaced the existing 30-inch storm pipe and relieved street flooding that resulted from the limited capacity of the existing 30-inch line. The project also included street preservation improvements along 30th Street NE as part of the Arterial Preservation Program.

The next phase of the project (Phase 1b) is currently being designed and will extend the new 42-inch pipe from I Street NE to the Brannan Park Lift Station.

A project budget contingency of \$846,703.00 remains in the 432 Storm Fund and will be utilized for Phase 1b of the project. A project budget contingency of \$25,394.00 remains in the 105 Arterial Preservation Fund.

The final contract amount is within the budget and within the authorized contingency for the project.

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

Snyder

Meeting Date: January 19, 2016

Item Number: CA.E

BUDGET STATUS SHEET

Project No: CP1122 30th Street NE Area Flooding - Phase 1a

Project Manager: Kim Truong

Initiation Date: 1/7/13

Advertisement Date: 6/16/14

Award Date: 3/16/15

- ☐ Consultant Agreement
- ☐ Permission to Advertise
- ☐ Contract Award
- ☐ Change Order Approval
- ☒ Final Acceptance

Date: 1/12/2016

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

Funding	Prior Years(actual)	2014 (actual)	2015	2016	Total
432 Fund - Storm (Bond Proceeds)		88,985	2,212,361		2,301,346
432 Fund - Storm	290,702		234,252		524,954
105 Arterial Preservation Fund		22,771	272,230		295,001
Total	290,702	111,756	2,718,843	0	3,121,301

Activity	Prior Years(actual)	2014 (actual)	2015	2016	Total
Design Engineering - City Costs	39,019	34,169	2,016		75,205
Design Engineering - Consultant	251,370	73,155	0		324,525
Permits	312	1,642	1,355		3,309
Other/Misc.		2,790	10,965		13,755
Construction Contract Bid			1,635,615	215,940	1,851,554
Change Order #1			5,639		5,639
Change Order #2			16,503		16,503
Change Order #3				0	0
Line Item Changes				(198,942)	(198,942)
Construction Engineering - Consultant			58,254		58,254
Construction Engineering - City Costs			88,139	3,000	91,139
Total	290,702	111,756	1,818,487	19,997	2,417,742

432 Storm Budget Status

	Prior Years(actual)	2014 (actual)	2015	2016	Total
*432 Funds Budgeted ()	(290,702)	(88,985)	(2,446,613)	0	(2,826,300)
432 Funds Needed	290,702	88,985	1,587,692	12,218	1,979,597
*432 Fund Project Contingency ()	(0)	0	(858,921)	0	(846,703)
432 Funds Required	0	0	0	12,218	0

^^Contingency shown for the 432 Storm Fund will be allocated to Phase 1b of the project.

105 Arterial Preservation Budget Status

	Prior Years(actual)	2014 (actual)	2015	2016	Total
*105 Funds Budgeted ()	0	(22,771)	(272,230)	0	(295,001)
105 Funds Needed	0	22,771	239,057	7,779	269,607
*105 Fund Project Contingency ()	0	0	(33,173)	0	(25,394)
105 Funds Required	0	0	0	7,779	0

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

CITY OF AUBURN
CP1122
PAY ESTIMATE 7 & FINAL

CO. NO. 15-06
30th Street NE Area Flooding Improvements
SCHEDULE A: Street Improvements

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
1	Minor Changes	1	0		EQ. ADJ.	5,000.00	\$ -	\$ -	0%
2	Record Drawings (Min. Bid \$1000)	1	1	1	LS	1,000.00	\$ 1,000.00	\$ 1,000.00	100%
3	Construction Site Sign(s)	1	0		EA	616.00	\$ -	\$ -	0%
4	Mobilization	1	1	1	LS	45,000.00	\$ 45,000.00	\$ -	100%
5	Traffic Control Supervisor	1	1	1	LS	2,640.00	\$ 2,640.00	\$ -	100%
6	Traffic Control Labor - Flagging (Min. Bid	480	362		HR	44.00	\$ 15,928.00	\$ -	75%
7	Sequential Arrow Sign	15	3		DAY	44.00	\$ 132.00	\$ -	20%
8	Portable Changeable Message Sign	15	0		DAY	88.00	\$ -	\$ -	0%
9	Outside Agency Uniformed Police Flagging	1	0.898304	0.12584	EQ. ADJ.	5,000.00	\$ 4,491.52	\$ 629.20	90%
10	HMA CI. 1/2-inch PG 64-22 (Class B)	1580	1566.98		TON	57.00	\$ 89,317.86	\$ -	99%
11	Planing Bituminous Pavement	11570	11076		SY	1.50	\$ 16,614.00	\$ -	96%
12	Adjust Manhole	14	14	14	EA	88.00	\$ 1,232.00	\$ 1,232.00	100%
13	Adjust Catch Basin	18	0		EA	88.00	\$ -	\$ -	0%
14	Adjust Valve Box	23	22	22	EA	44.00	\$ 968.00	\$ 968.00	96%
15	Temporary Water Pollution/Erosion Control	1	0		EQ. ADJ.	10,000.00	\$ -	\$ -	0%
16	Raised Pavement Marker Type 2	130	109		EA	4.58	\$ 499.22	\$ -	84%
17	Cement Concrete Sidewalk	100	153.2		SY	52.80	\$ 8,088.96	\$ -	153%
18	Cement Concrete Curb Ramp Type	1	1		EA	1,408.00	\$ 1,408.00	\$ -	100%
19	Cement Concrete Curb Ramp Type Parallel A	2	1		EA	1,408.00	\$ 1,408.00	\$ -	50%
20	Induction Loop Vehicle Detector	8	10		EA	1,000.00	\$ 10,000.00	\$ -	125%
21	Induction Loop Bicycle Detector	1	2		EA	900.00	\$ 1,800.00	\$ -	200%
22	Pedestrian Traffic Signal Modifications,	1	1		LS	12,000.00	\$ 12,000.00	\$ -	100%
23	Install and Remove Temporary Video	1	0.9478034		LS	3,000.00	\$ 2,843.41	\$ -	95%
24	Adjust Existing Junction Box	1	0		EA	400.00	\$ -	\$ -	0%
25	Permanent Signage	1	1	1	LS	3,000.00	\$ 3,000.00	\$ 3,000.00	100%
26	Paint Line	4210	4209		LF	0.26	\$ 1,094.34	\$ -	100%
27	Plastic Wide Line	4700	1481		LF	1.67	\$ 2,473.27	\$ -	32%
28	Plastic Crosswalk Stripe and Stop Bar (24 inch	135	177.5		LF	7.70	\$ 1,366.75	\$ -	131%
29	Plastic Traffic Arrow	20	20		EA	88.00	\$ 1,760.00	\$ -	100%
30	Plastic Bicycle Lane Symbol	16	12.63		EA	95.04	\$ 1,200.36	\$ -	79%
31	Plastic Traffic Letter	12	12		EA	58.96	\$ 707.52	\$ -	100%
32	Removing Plastic Crosswalk Line	550	550		SF	1.76	\$ 968.00	\$ -	100%
33	Temporary Pavement Markings	5000	2780		LF	0.09	\$ 250.20	\$ -	56%
CO2-2	Roadway Excavation Inc. Haul	5000	5000	-5000	SY	0.01	\$ 50.00	\$ (50.00)	100%

SCHEDULE TOTAL \$ 6,779.20

Begin: Sept 21, 2015
End: Oct 21, 2015

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
34	Minor Changes	1	1.0931512	0.2339628	EQ.	25,000.00	\$ 27,328.78	\$ 5,849.07	109%
35	SPCC Plan	1	1		LS	880.00	\$ 880.00	\$ -	100%
36	Utility Potholing	4	2		EA	440.00	\$ 880.00	\$ -	50%
37	Record Drawings (Min. Bid \$1000)	1	1	0.5	LS	1,000.00	\$ 1,000.00	\$ 500.00	100%
38	Construction Site Sign(s)	2	2		EA	616.00	\$ 1,232.00	\$ -	100%
39	Mobilization	1	1		LS	45,000.00	\$ 45,000.00	\$ -	100%
40	Traffic Control Supervisor	1	1		LS	8,800.00	\$ 8,800.00	\$ -	100%
41	Traffic Control Labor (Min. Bid \$38.00 per	1280	1173.5		HR	44.00	\$ 51,634.00	\$ -	92%
42	Sequential Arrow Sign	30	28		DAY	44.00	\$ 1,232.00	\$ -	93%
43	Portable Changeable Message Sign	30	62		DAY	88.00	\$ 5,456.00	\$ -	207%
44	Outside Agency Uniformed Police Flagging	1	0.242		EQ.	10,000.00	\$ 2,420.00	\$ -	24%
45	Removal of Structures and Obstructions	1	1		LS	4,400.00	\$ 4,400.00	\$ -	100%
46	Removal of Concrete or Asphalt Pavement	4500	4344.91		SY	8.80	\$ 38,235.21	\$ -	97%
47	Remove Cement Concrete Flat Work	400	257.36		SY	2.64	\$ 679.43	\$ -	64%
48	Removal of Curb and Gutter	485	398		LF	2.64	\$ 1,050.72	\$ -	82%
49	Unsuitable Foundation Excavation Incl. Haul	800	316		CY	0.88	\$ 278.08	\$ -	40%
50	Crushed Surfacing Base Course	1010	2431.92		TON	17.60	\$ 42,801.79	\$ -	241%
51	Crushed Surfacing Top Course	50	34.15	4.62	TON	17.60	\$ 601.04	\$ 81.31	63%
52	HMA Cl. 1/2-inch PG 64-22 (Class B)	570	149.98		TON	72.00	\$ 10,798.56	\$ -	28%
53	HMA Cl. 1-inch PG 64-22 (Class E)	2000	1821.8		TON	49.00	\$ 89,268.20	\$ -	91%
54	Asphalt Cold Patch	180	76.78		TON	176.00	\$ 13,513.28	\$ -	43%
55	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-21, 12-Inch Diam.	72	71		LF	88.00	\$ 6,248.00	\$ -	99%
56	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, SDR-35, 12-Inch Diam.	164	164		LF	88.00	\$ 14,432.00	\$ -	100%
57	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, PS46, 18-Inch Diam.	36	35		LF	176.00	\$ 6,160.00	\$ -	97%
58	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, PS46, 30-Inch Diam.	23	22		LF	220.00	\$ 4,840.00	\$ -	96%
59	Solid Wall Polyvinyl Chloride (PVC) Storm Pipe, PS46, 42-Inch Diam.	43	62		LF	264.00	\$ 16,368.00	\$ -	144%
60	Polypropylene Storm Sewer Pipe, 42-inch	1910	1891		LF	264.00	\$ 499,224.00	\$ -	99%
61	Storm Sewer Television Inspection	2250	2448.6	53	LF	8.80	\$ 21,547.68	\$ 466.40	109%
62	Catch Basin Type 1	2	2		EA	2,640.00	\$ 5,280.00	\$ -	100%
63	Catch Basin Type 2, 84-Inch Diam.	3	2		EA	6,160.00	\$ 12,320.00	\$ -	67%
64	Manhole 84-Inch Diam., Type 3	15	15		EA	7,040.00	\$ 105,600.00	\$ -	100%
65	Connect to Drainage Structure	10	10		EA	1,760.00	\$ 17,600.00	\$ -	100%
66	Abandon Existing Manhole	1	1		EA	440.00	\$ 440.00	\$ -	100%
67	Pipe Foundation Material	1300	290.69		TON	0.09	\$ 26.16	\$ -	22%
68	Imported Pipe Bedding	3590	2017.1		TON	0.88	\$ 1,775.05	\$ -	56%
69	Imported Pipe Trench Backfill	2800	991.8		TON	0.09	\$ 89.26	\$ -	35%
70	Select Pipe Trench Backfill	430	758.8		TON	4.40	\$ 3,338.72	\$ -	176%
71	Controlled Density Fill (CDF) for Filling Pipe Trench Shoring System	350	221		CY	105.60	\$ 23,337.60	\$ -	63%
72	Connect to Existing Water Main	22	21		EA	4,400.00	\$ 92,400.00	\$ -	95%

SCHEDULE SUBTOTAL \$ 6,896.78

Period Dates
Begin: Sept 21, 2015
End: Oct 21, 2015

30th Street NE Area Flooding Improvements
SCHEDULE B: Storm Utility Improvements

PAY ESTIMATE 7 & FINAL

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST	PERCENT EST. QTY.
74	Special Class 52 Ductile Iron Pipe for Water	42	7		LF	220.00	\$ 1,540.00	\$ -	17%
75	Special Class 52 Ductile Iron Pipe for Water	360	163		LF	220.00	\$ 35,860.00	\$ -	45%
76	Blowoff Assembly, 2-inch	2	0		EA	2,200.00	\$ -	\$ -	0%
77	Combination Air Release/Air Vacuum Valve	1	3		EA	2,200.00	\$ 6,600.00	\$ -	300%
78	Gate Valve, 8-inch Diameter	1	1		EA	2,200.00	\$ 2,200.00	\$ -	100%
79	Gate Valve, 12-inch Diameter	2	2		EA	2,464.00	\$ 4,928.00	\$ -	100%
80	Hydrant Assembly	1	1		EA	3,520.00	\$ 3,520.00	\$ -	100%
81	Water Service Connection Renewal	2	2		EA	2,640.00	\$ 5,280.00	\$ -	100%
82	8-inch Sanitary Sewer Crossing (through New	34	17		LF	264.00	\$ 4,488.00	\$ -	50%
83	12-inch Sanitary Sewer Crossing (through New	23	28		LF	264.00	\$ 7,392.00	\$ -	122%
84	General Permit Documentation Compliance	1	1		LS	880.00	\$ 880.00	\$ -	100%
85	Temporary Water Pollution/Erosion Control	1	0.129245		EQ.	30,000.00	\$ 3,877.35	\$ -	13%
86	ECS Lead	60	39		DAY	0.88	\$ 34.32	\$ -	65%
87	Inlet Protection	22	20		EA	44.00	\$ 880.00	\$ -	91%
88	Topsoil Type A	5	10		CY	52.80	\$ 528.00	\$ -	200%
89	Lawn Sod	35	0		SY	17.60	\$ -	\$ -	0%
90	Irrigation System Repair	1	0.164568	0.164568	EQ.	5,000.00	\$ 822.84	\$ 822.84	16%
91	Cement Concrete Traffic Curb and Gutter	485	660		LF	30.80	\$ 20,328.00	\$ -	136%
92	Cement Concrete Pedestrian Curb	80	76		LF	30.80	\$ 2,340.80	\$ -	95%
93	Dewatering System	2800	697		LF	0.44	\$ 306.68	\$ -	25%
94	Raised Pavement Marker Type 2	30	30		EA	4.84	\$ 145.20	\$ -	100%
95	Monument Type B (Modified)	3	2		EA	440.00	\$ 880.00	\$ -	67%
96	Cement Concrete Sidewalk	300	179.02		SY	52.80	\$ 9,452.26	\$ -	60%
97	Cement Concrete Curb Ramp Type	1	2		EA	1,408.00	\$ 2,816.00	\$ -	200%
98	Cement Concrete Curb Ramp Type Parallel A	2	2		EA	1,408.00	\$ 2,816.00	\$ -	100%
99	Paint Line	435	447	12	LF	0.26	\$ 116.22	\$ 3.12	103%
100	Plastic Wide Line	500	63.08	8.53	LF	1.76	\$ 111.02	\$ 15.01	13%
101	Plastic Crosswalk Stripe and Stop Bar (24 inch	315	285		LF	8.80	\$ 2,508.00	\$ -	90%
102	Plastic Bicycle Lane Symbol	1	0.78914		EA	95.04	\$ 75.00	\$ -	79%
103	Removing Plastic Crosswalk Line	1290	0		SF	1.76	\$ -	\$ -	0%
104	Temporary Pavement Markings	1200	0		LF	0.09	\$ -	\$ -	0%
CO-1-1	Private Storm Connections	1	1		LS	5,150.00	\$ 5,150.00	\$ -	100%
CO2-1	113th PI SE Storm Replacement	1	1		LS	15,469.00	\$ 15,469.00	\$ -	100%
CO2-3	Discharge Permit Fee Credit	1	1		LS	(485.36)	\$ (485.36)	\$ -	100%
	Traffic Control Non-conformance Fee				LS	(428.30)	\$ -	\$ -	
							SCHEDULE TOTAL	\$ 7,737.75	

Period Dates
Begin: Sept 21, 2015
End: Oct 21, 2015

CITY OF AUBURN
CP1122
PAY ESTIMATE 7& FINAL

CO. NO. 15-06
30th Street NE Area Flooding Improvements
SCHEDULE B: StormUtility Improvments

MATERIALS ON HAND

ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTITY	PERIOD QUANTITY	UNIT TYPE	UNIT COST	TOTAL COST	PERIOD COST
60	Polyporene Storm Sewer Pipe, 42 inch						
	Material on Hand	1,924.00		LF	\$ 76.85	\$ 147,859.40	\$ -
	Material Installed	(1,924.00)	(33.00)	LF	\$ 76.85	\$ (147,859.40)	\$ (2,536.05)
	TOTAL	-				\$ -	\$ (2,536.05)

SCHEDULE TOTAL \$ (2,536.05)

Period Dates
Begin: Sept 21, 2015
End: Oct 21, 2015

PAY ESTIMATE 7& FINAL

SCHEDULE A: Street Improvements

	Original Contract Amount	Contract Change Orders	Total Payment	This Period	Percent/Contract
Contract	\$ 256,387.66	\$ 50.00	\$ 228,241.41	\$ 6,779.20	89%
No Tax Applicable					
Bond in Lieu of Retainage			\$ (11,412.07)	\$ -	

SCHEDULE TOTAL

\$ 256,387.66	\$ 50.00	\$ 216,829.34	\$ 6,779.20	
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SCHEDULE B: Storm Utility Improvements

Contract	\$ 1,456,773.14	\$ 20,133.64	\$ 1,321,016.59	\$ 7,737.75	89%
Material on Hand (MOH)			\$ 0.00	(2,536.05)	
Sales Tax (+9.5%)	\$ 138,393.45	\$ 1,912.70	\$ 125,496.58	\$ 735.09	
Bond in Lieu of Retainage			\$ (66,050.83)	\$ -	

SCHEDULE SUB TOTAL

\$ 1,595,166.59	\$ 22,046.34	\$ 1,380,462.34	\$ 5,936.79	
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Liquidated Damages

\$ -				
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Liquidated Damages

\$ 4,281.38				
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Return Liquidated Damages taken from PE#6

\$ 10,218.17				
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SCHEDULE TOTAL

\$ 1,380,462.34	\$ -			
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Overall Final Percentage

89%

TOTAL CONTRACT AMOUNT TO DATE (including Sales Tax)

\$ 1,674,754.57				
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TOTAL PAYMENT TO CONTRACTOR

\$ 1,597,291.67	\$ 16,997.37			
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PAYMENT DUE CONTRACTOR:

\$ -	\$ 16,997.37			
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Begin: Sept 21, 2015
End: Oct 21, 2015

PAY ESTIMATE #7 & FINAL

CONTRACTOR:

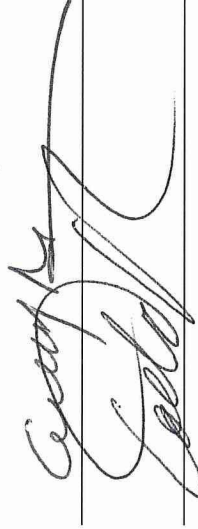
R. L. Alia Company
107 Williams Avenue South
Renton, WA 98057
Phone: (206) 288-1234

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 = \$ 16,997.37

Signatures:

Contractor



Date

1-8-16

Inspector

Date

1-8-16

Project Manager

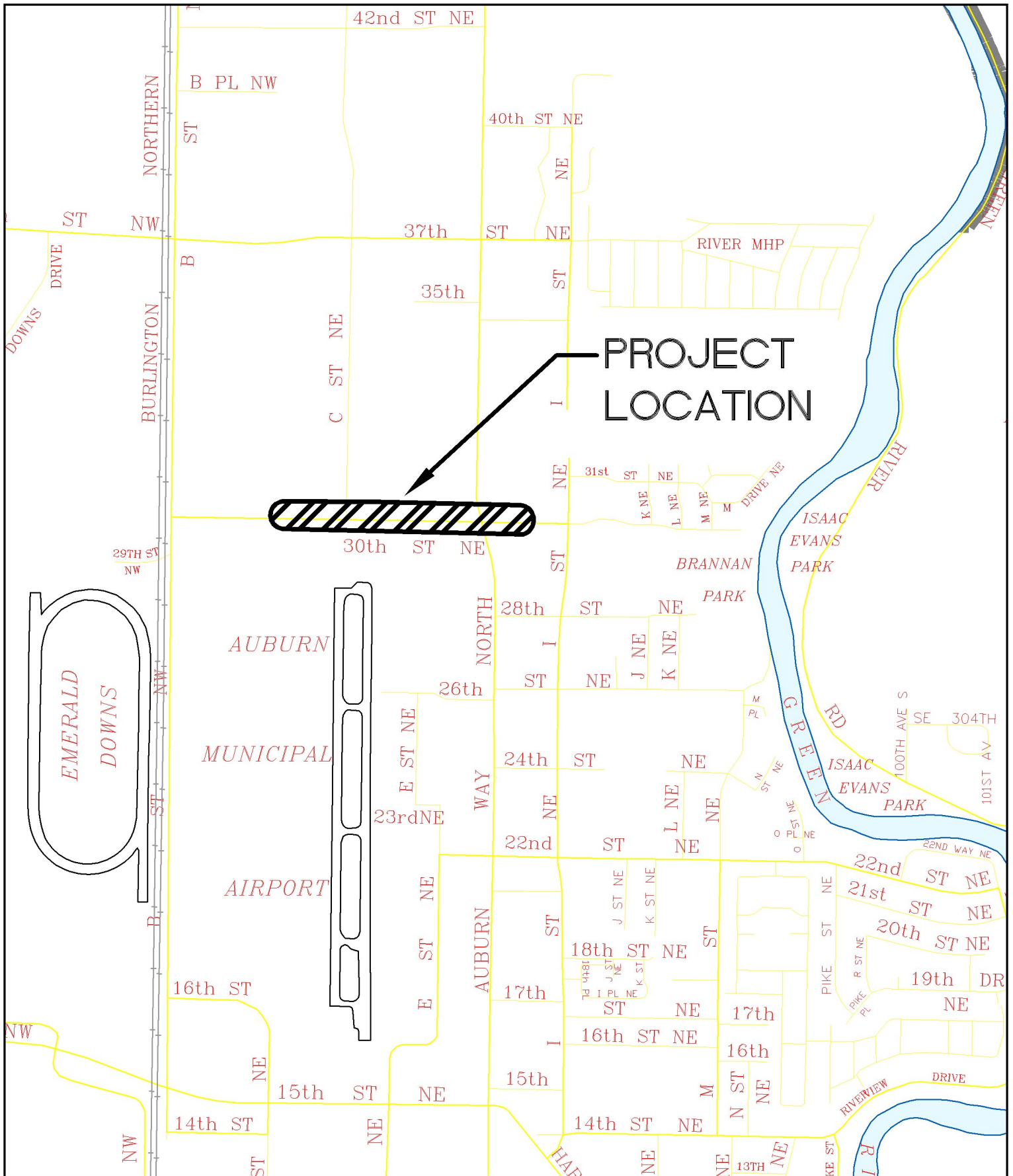


Date

1/6/16

City Engineer

Date



30TH ST NE AREA FLOODING - PHASE 1A



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6575, Second Reading

Date:

January 13, 2016

Department:

CD & PW

Attachments:

[Ordinance No. 6575](#)
[Existing Ordinance No. 6491](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6575.

Background Summary:

Per Auburn City Code Chapter 20.06.120, Amendment of franchise, a new franchise application shall be required of any commercial utility or telecommunications carrier or operator that desires to extend its franchise territory or to locate its utility or telecommunications facilities in public ways of the city which are not included in a franchise previously granted under this title.

T-Mobile West, LLC has applied for an amendment to their existing Franchise Agreement (Attached Ordinance 6491 is the existing ordinance that is to be amended) to be able to operate and build within the City's rights of way an additional wireless telecommunications facility adjacent to 11534 SE 318th Place. The applicant proposes to replace the existing 33'8" wood Puget Sound Energy (PSE) pole located in the City right of way on 116th Avenue SE with a new 54' PSE pole that they would then attach wireless transmission antennas to. In addition, the facilities would also include underground conduits connecting the equipment on the pole to associated ground equipment located on private property at 11534 SE 318th Place. Per T-Mobile's application, this new site will provide much needed in-building coverage in the area of 116th Avenue SE and SE 320th Street and the surrounding neighborhoods. Exact locations, plans, engineering and construction schedule would be reviewed, approved and managed through the City's permitting processes that are a requirement of the existing Franchise Agreement.

At the January 4th meeting, City Council also requested that the A-2 map be included in the amendment. Working with T-Mobile, staff is proposing to add the following language to the amendment to address the concern related to the size of the antenna and has provided a modified A-2 map for inclusion in the amendment as Exhibit B-2.

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

Staff feels that this language and modified map better addresses the Council’s concern and provides clarity of what is considered a significant change for future consideration by the City as the original A-2 drawing is a preliminary design document and was provided for information only at that time. Detailed design drawings will be reviewed by City staff through the construction permitting process required by the existing franchise.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: January 19, 2016

Item Number: ORD.A

ORDINANCE NO. 6575

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

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

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

WHEREAS, following proper notice, the City Council held a public hearing
on the Grantee's request for an Amendment to Franchise Agreement No. 13-37,
at which time representatives of Grantee and interested citizens were heard in a
full public proceeding affording opportunity for comment by any and all persons
desiring to be heard; and

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

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

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

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

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

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

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

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

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

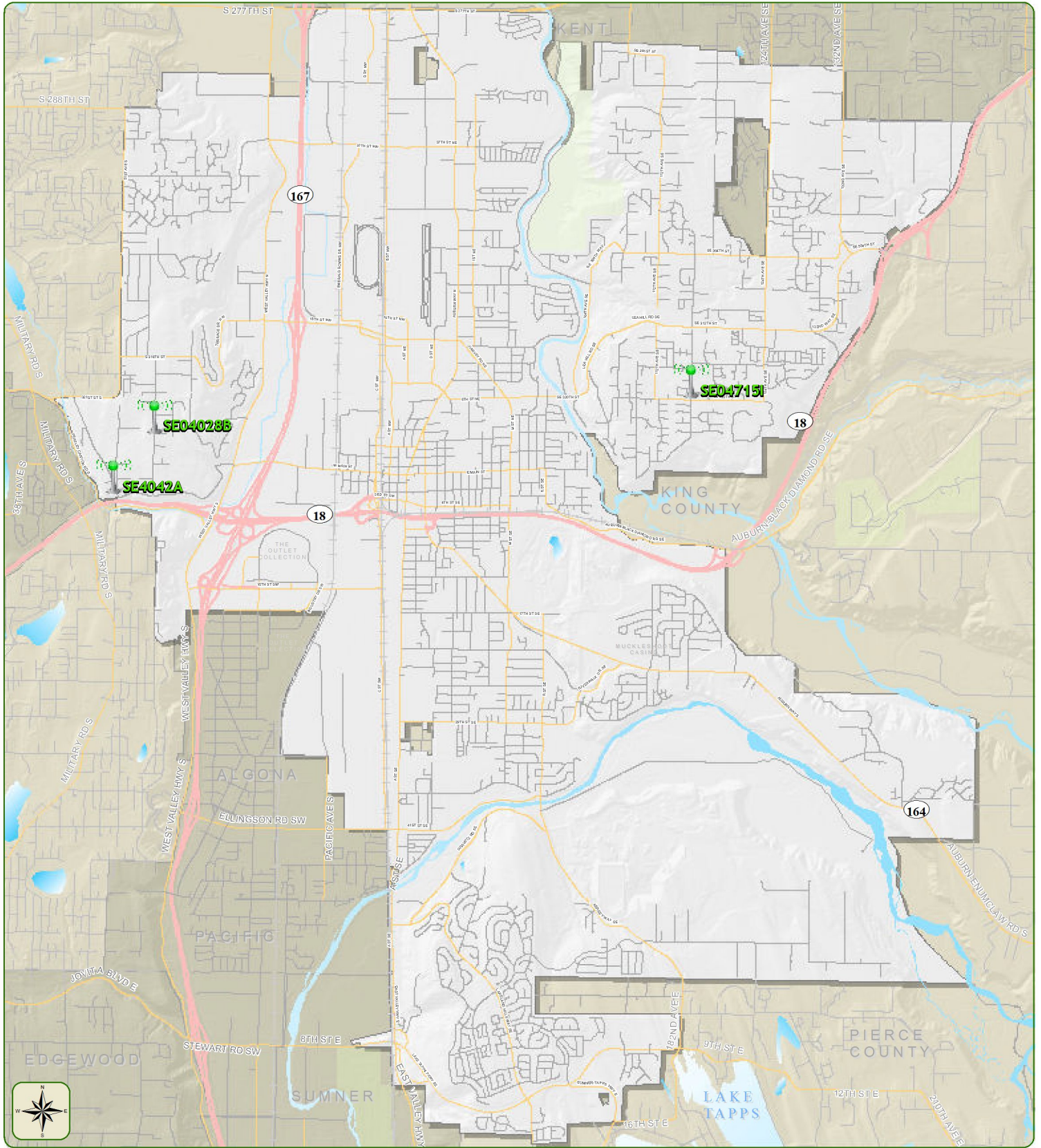
APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

Ordinance No. 6575
Franchise Agreement No. 13-37, Amendment No. 1
January 13, 2016
Page 3 of 7

Exhibit "A" - T-Mobile Franchise Area



T-Mobile Facilities

-  SE04028B
-  SE0402A
-  SE047151

Hydrology

-  Streams
-  Lakes and Rivers

Political Boundaries

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

Transportation

-  Arterials
-  Highways
-  Locals

Printed On: 10/1/2015
Map ID: 4317

EXHIBIT "B"

GRANTEE FACILITIES

EXISTING T-MOBILE FACILITIES IN CITY OF AUBURN ROW

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

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

NEW T-MOBILE FACILITIES IN CITY OF AUBURN ROW

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

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



REVISION HISTORY:		CHK
NO.	DATE	BY:
		DESCRIPTION:

[illegible]

B. J. THOMAS, P.E.
7607 80TH AVE NE
MARYSVILLE, WA 98270
206-851-1106

2	1
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DRAWING NUMBER:

Exhibit "B-2"



Ordinance No. 6575
Franchise Agreement No 13-37, Amendment No. 1
January 13, 2016
Page 6 of 7

EXHIBIT "D-1"

STATEMENT OF ACCEPTANCE

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

T-Mobile West LLC,
a Delaware limited liability company

By: _____ Date: _____

Name:

Title: PNW Area Director, Engineering &
Operations

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this ____ day of _____, 2016, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, _____ of T-Mobile West LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

Signature

NOTARY PUBLIC in and for the State of
_____, residing at _____

MY COMMISSION EXPIRES: _____

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

ORDINANCE NO. 6491

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

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

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

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

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

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

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, pursuant to RCW 35.99 the City grants to the Grantee general permission to enter, use, and occupy the public right(s)-of-way of the City. However, Grantee shall not extend its occupation of the public rights of way beyond the two facilities that presently

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

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

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

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

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

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

Section 2. Notice

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

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

City: City of Auburn
Engineering Aide, Transportation
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

with a copy to: City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

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

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

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

Section 3. Term of Agreement

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

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

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

Section 4. Definitions

For the purpose of this agreement:

“ACC” means the Auburn City Code.

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

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

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

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

Section 5. Acceptance of Franchise

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

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

Section 6. Construction and Maintenance

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

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

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

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

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

Section 7. Access, Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City telephonically during normal business hours (at 253-931-3010 and during non-business hours at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. For

any emergency or after normal business hour issues involving the Grantee's facilities which requires the Grantee's immediate response the City shall contact the Grantee at their network operations center telephonically at 888-662-4662, which is operated 24 hours a day, seven days a week. The City may commence emergency response work, at any time, without prior written notice to the Grantee, but shall notify the Grantee in writing as promptly as possible under the circumstances of the nature of the emergency and the actions taken to address it.

Section 8. Damages to City and Third-Party Property

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

Section 9. Location Preference and Interference

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

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

Section 10. Grantee Information

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

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

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

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

Section 11. Relocation of Grantee Facilities

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

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

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the City's discretion, remove the affected facilities, or, with the City's

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

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

Section 13. Undergrounding

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

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

Section 14. Indemnification and Hold Harmless

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

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

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

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

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

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

Section 15. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16. Performance Security

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

Section 17. Successors and Assignees

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

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance. The foregoing

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

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

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

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

Section 18. Dispute Resolution

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

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

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

Section 19. Enforcement and Remedies

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

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

Section 20. Compliance with Laws and Regulations

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

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

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

Section 21. License, Tax and Other Charges

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

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

Section 24. Titles

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

Section 25. Implementation.

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

Section 26. Termination.

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

Section 27. Effective date.

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

INTRODUCED: FEB 18 2014
PASSED: FEB 18 2014
APPROVED: FEB 18 2014


NANCY BACKUS, MAYOR

ATTEST:

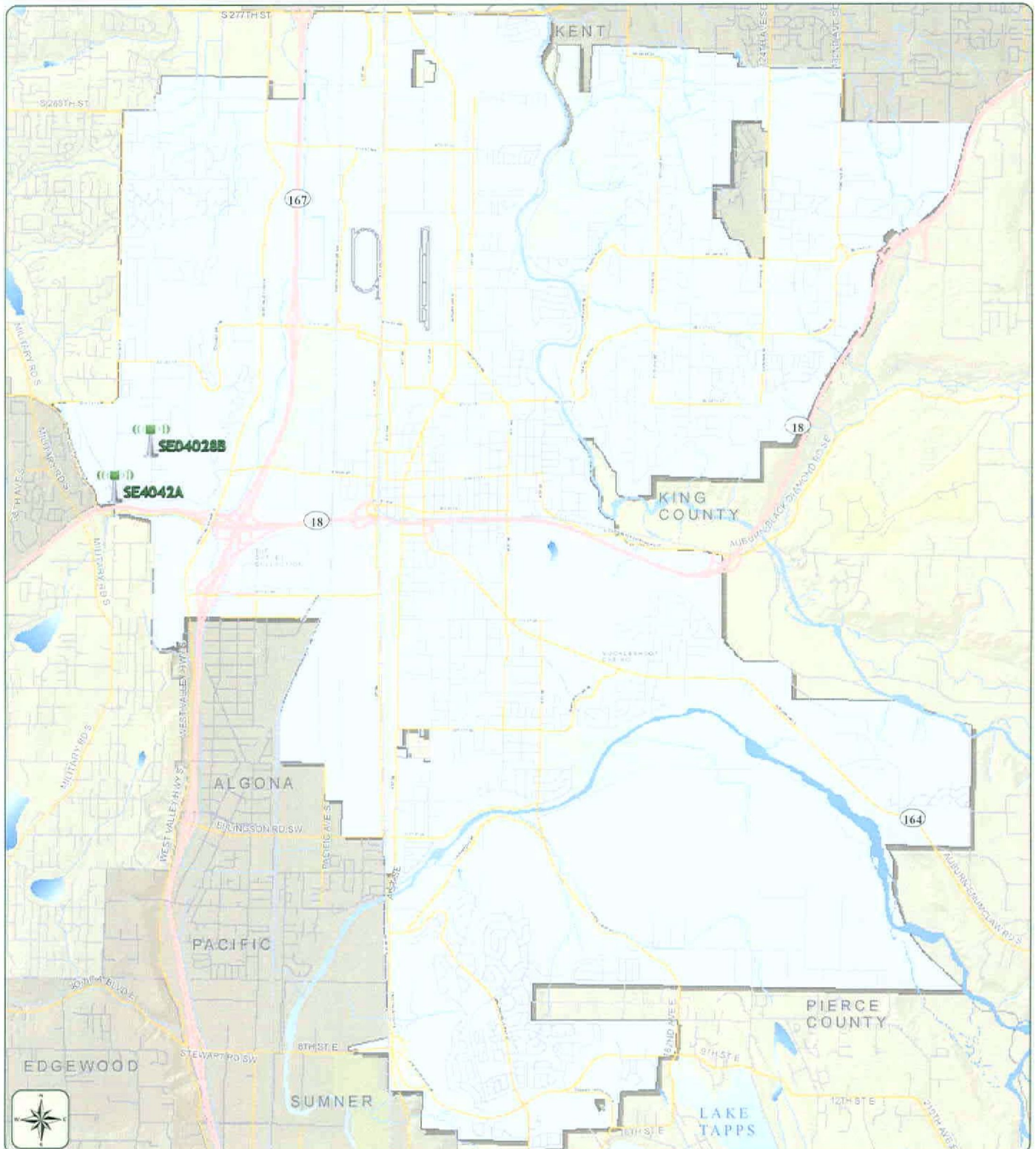

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: February 24, 2014 in The Seattle Times

Exhibit "A" - T-Mobile Franchise Area



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

T Mobile Facilities



Hydrology



Political Boundaries



Transportation



Printed On: 1/27/2014
Map ID: 4337

Information shown is for general information purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn is not responsible for any errors or omissions.

EXHIBIT "B"

GRANTEE FACILITIES

EXISTING T-MOBILE FACILITIES IN CITY OF AUBURN ROW

Site ID: SE4042A, "Peasley Canyon"

Location:

33043 46th Place South

Auburn, WA 98001

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

Site ID: SE04028B, Mountain View Cemetery/PR

Location:

5605 S 324th Place

Auburn WA 98001

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

EXHIBIT "C"

GRANTEE SERVICES

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

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

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

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

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

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

T-Mobile West LLC
A Delaware limited liability company

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

[Signature]

3/4/14

STATE OF WASHINGTON

COUNTY OF KING)ss.
)

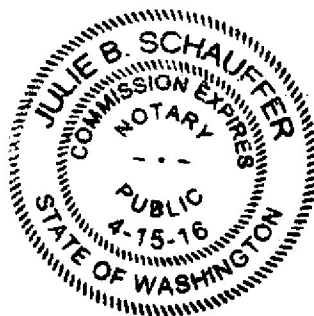
On this 6th day of March, 2014, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Jay Noceto of T-Mobile West LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

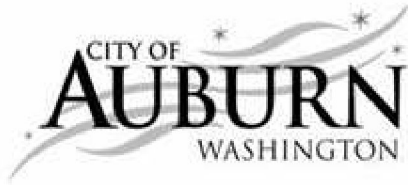
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

[Signature]
Signature

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

MY COMMISSION EXPIRES: 4/15/16





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6576, Second Reading

Date:

January 13, 2016

Department:

CD & PW

Attachments:

[Ordinance No. 6576](#)

[Exhibits A & B](#)

[Staff Report](#)

[Vicinity Maps](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6576.

Background Summary:

Schneider Homes Inc. has applied to the City for vacation of the right-of-way of the south 137.85 feet of 64th Avenue South, south of South 300th Street, shown on Exhibit "B". The applicant currently owns the adjacent parcel to the east and west and is proposing to incorporate the right-of-way into development of the adjacent property.

The application has been reviewed by City staff and utility purveyors who have an interest in this right-of-way. Through this review City staff has determined that the right of way is no longer necessary to meet the needs of the City and could be vacated.

Ordinance No. 6576, if adopted by City Council, approves Vacation No. V2-15 and vacates the right-of-way subject to conditions outlined in the Ordinance.

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

Snyder

Meeting Date: January 19, 2016

Item Number: ORD.B

ORDINANCE NO. 6 5 7 6

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN WASHINGTON, VACATING RIGHT-OF-WAY OF
64TH AVENUE SOUTH, SOUTH OF SOUTH 300TH STREET,
WITHIN THE CITY OF AUBURN, WASHINGTON

WHEREAS, the City of Auburn, Washington ("City"), has received a petition by not less than two-thirds (2/3) of the owners of property adjacent to right-of-way located at the south 137.85 feet of 64th Avenue South, south of South 300th Street, within the City requesting vacation of the same; and

WHEREAS, the City Council of the City of Auburn, Washington ("City Council"), has, after a review of its needs for streets and right-of-ways in the vicinity of the south 137.85 feet of 64th Avenue South, south of South 300th Street within the City, determined that consideration should be given to the vacation of the same; and

WHEREAS, a public hearing was held in connection with the possible vacation, with notice having been provided pursuant to statute; and

WHEREAS, the City Council has considered all matters presented at the public hearing on the proposed vacation, held on the 4th day of January, 2016, at the Auburn City Council Chambers in Auburn, Washington.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. Vacation. That the right of way located at the south 137.85 feet of 64th Avenue South, south of South 300th Street, located within the City of Auburn, Washington, legally described as follows:

Ordinance No. 6576
ROW Vacation V2-15
October 14, 2015
Page 1 of 5

That portion of the north half of the northwest quarter of the southeast quarter of the southeast quarter of Section 2, Township 21 North, Range 4 East, W.M., in King County, Washington described as follows;

Commencing at the northwest corner of said subdivision; thence N89°52'01"E, along the north line thereof, 30.01 feet to the east line of the west 30.00 feet of said subdivision; thence S00°58'36"W, along said east line 190.89 feet to the POINT OF BEGINNING of the herein described tract; thence continuing S00°58'36"W, along said east line, 137.85 feet to the south line of said subdivision; thence S89°48'39"W, along said south line, 30.01 feet to the west line of said subdivision; thence N00°58'36"E, along said west line 137.66 feet; thence N89°48'39"E 18.33 feet to a point of tangency with a 358.00 foot radius curve to the left; thence easterly along said curve, through a central angle of 01°52'12" a distance of 11.68 feet to the to THE POINT OF BEGINNING.

Contains 4,131± square feet, (1.0948±acres)

[Also identified as Exhibit A hereto.]

and as shown on the survey, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by this reference, the same is hereby vacated and the property lying in said portion of right-of-way described hereinabove, shall inure and belong to those persons entitled to receive the property in accordance with RCW 35.79.040, conditioned upon the following;

A. In accordance with RCW 35.79.030, the City reserves and grants said reservation to Puget Sound Energy and Bonneville Power Administration (collectively "Grantees"), a non-exclusive easements for access over, under and on the all portions of the vacated right-of-way as described above, subject to the following:

1. The developers of Wyncrest Division II and owners of the adjacent

Ordinance No. 6576
ROW Vacation V2-15
October 14, 2015
Page 2 of 5

property shall not in any way block, restrict or impede access and egress to or from said Easement Area, and/or in any way block, restrict or impede full use of the real property within the Easement Area by the Grantees for the above described purposes.

2. No building, wall, rockery, fence, trees, or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said Easement Area, without the express written consent of the Grantees. No excavation shall be made within Easement Area and the surface level of the ground within the Easement Area shall be maintained at the elevation as currently existing.

3. This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties hereto.

B. The easements as set out in Paragraph A above, shall automatically expire and shall be extinguished upon recordation and construction of an alternate access easement to each of the Grantees.

C. In accordance with RCW 35.79.0360 and ACC 12.48.085, compensation to the City of Auburn, shall be made by the owner or owners of property adjacent thereto in the total amount of Twenty Thousand Seven Hundred (\$20,700.00) Dollars for the full appraised value of the right-of-way, which has been right-of-way for more than twenty-five (25) years and for which public funds were expended. The Twenty Thousand Seven Hundred (\$20,700.00) Dollars payment shall be made within one-hundred and eighty (180) days of the date hereof

Ordinance No. 6576
ROW Vacation V2-15
October 14, 2015
Page 3 of 5

D. This vacation shall be effective upon completion of the provisions in paragraph A through C, above. If the above described provisions are not completed as set forth above, this Ordinance shall be null and void.

Section 2. Constitutionality or Invalidity. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Implementation. The mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this location.

Section 4. Effective Date. This Ordinance shall take effect and be in force five (5) days from and after passage, approval, and publication as provided by law.

Section 5. Recordation. The City Clerk is directed to record this Ordinance with the office of the King County Auditor.

FIRST READING: JAN - 4 2016

SECOND READING: _____

PASSED: _____

APPROVED: _____

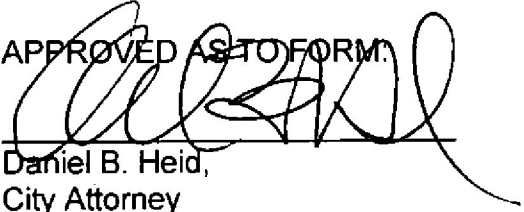
NANCY BACKUS, MAYOR

Ordinance No. 6576
ROW Vacation V2-15
October 14, 2015
Page 4 of 5

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

PUBLISHED: _____

Ordinance No. 6576
ROW Vacation V2-15
October 14, 2015
Page 5 of 5

Exhibit A

**D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033**

DRS Project No. 12072
9/21/15

LEGAL DESCRIPTION: 64TH AVENUE S. RIGHT OF WAY VACATION

That portion of the north half of the northwest quarter of the southeast quarter of the southeast quarter of Section 2, Township 21 North, Range 4 East, W.M., in King County, Washington described as follows;

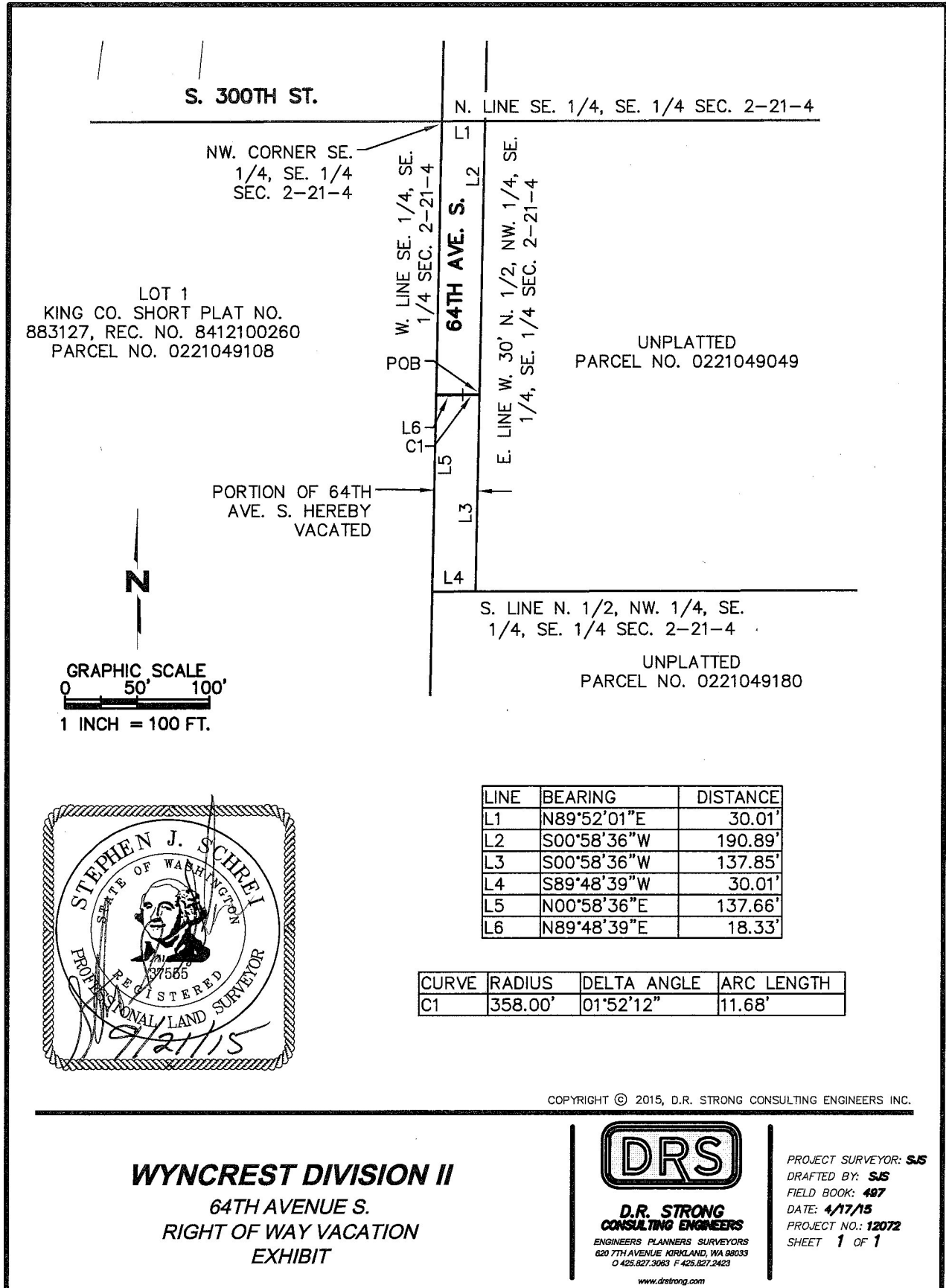
Commencing at the northwest corner of said subdivision; thence N89°52'01"E, along the north line thereof, 30.01 feet to the east line of the west 30.00 feet of said subdivision; thence S00°58'36"W, along said east line 190.89 feet to the POINT OF BEGINNING of the herein described tract; thence continuing S00°58'36"W, along said east line, 137.85 feet to the south line of said subdivision; thence S89°48'39"W, along said south line, 30.01 feet to the west line of said subdivision; thence N00°58'36"E, along said west line 137.66 feet; thence N89°48'39"E 18.33 feet to a point of tangency with a 358.00 foot radius curve to the left; thence easterly, along said curve, through a central angle of 01°52'12" a distance of 11.68 feet to THE POINT OF BEGINNING.

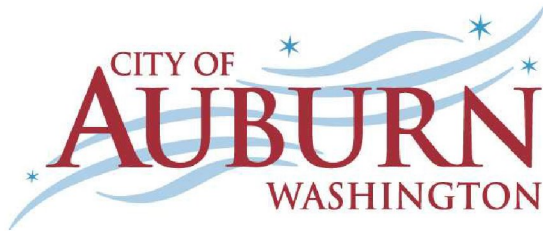
Contains 4,131± square feet, (0.0948±acres)



R:\2012\0\12072\2\Documents\Legals\64th Ave-S_ROW-Vacation_12072.doc

Exhibit B





RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V2-15

Applicant: Schneider Homes Inc.

Property Location: Right-of-Way located at the south 137.85 feet of 64th Avenue South, south of South 300th St.

Description of right-of-way:

This ROW proposed for vacation consists of the south 137.85 feet of 64th Avenue South, south of South 300th Street. The proposed ROW is adjacent to Parcel No. 0221049108 on the west side, Parcel No. 0221049049 on the east side, Parcel No. 0221049180 on the south side and City right-of-way on the north side. The west and east adjacent parcels are owned by the applicant and the south adjacent parcel is owned by Puget Sound Energy (PSE). The proposed area of ROW for vacation is approximately 4,131± square feet.

The ROW was originally deeded to King County as real property to settle a property tax debt on July 18, 1963. The property was used as right-of-way by King County and formally converted to right-of-way by the County on September 23, 1987. The ROW was annexed into the City of Auburn on January 1, 2008.

See Exhibits "A" and "B" for legal description and survey.

Proposal:

The Applicant proposes that the City vacate the above described right-of-way so that they can include the area in development of the adjoining parcels. The right-of-way is to be incorporated into a building lot in the approved preliminary plat of Wyncrest Division II.

Applicable Policies & Regulations:

- RCW's applicable to this situation - meets requirements of RCW 35.79.
- MUTCD standards - not affected by this proposal.
- City Code or Ordinances - meets requirements of ACC 12.48.
- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

Public Benefit:

- The vacated area may be subject to property taxes.
- The street vacation decreases the Right-of-Way maintenance obligation of the City.

Discussion:

The vacation application was circulated to Puget Sound Energy (PSE), Comcast, CenturyLink, Lakehaven Utility District, Bonneville Power Administration, Tacoma Public Utilities, B.P. Olympic Pipeline and City staff.

1. Puget Sound Energy (PSE) – Comments and clarification of the location of existing facilities in 64th Avenue South were requested from PSE several times but they have failed to respond with additional information. It appears that PSE does not have any existing facilities in the proposed vacation area and due to PSE's failure to respond with additional information it has been determined that a facilities easement over the proposed vacation area is not needed and will not be reserved. PSE owns the parcel adjacent to the south of the right-of-way and has obtained an alternate access easement across the proposed plat, but has requested that an access easement be reserved until such time as an alternate access is built.

2. Tacoma Public Utilities – Tacoma Water Supply does not access the second supply pipeline using 64th Avenue South and will not require a reservation of easement when Auburn vacates the right-of-way.
3. B.P. Olympic Pipe Line Company – Comments were received from B.P. Olympic Pipe Line Company. They have facilities located to the south of the adjacent PSE parcel but will not require an access easement as they have other means of accessing their facilities from other locations.
4. Bonneville Power Administration (BPA) - Comments were received from Bonneville Power Administration. They have facilities located to the south of the adjacent PSE parcel which they access across to reach their facilities. An access easement over the proposed vacation area will need to be reserved until such time as an alternate access easement from the developer is provided and built.
5. Comcast – Comcast has facilities attached to the PSE poles near the proposed area of vacation but as long as the poles are not impacted by the vacation they do not require an easement.
6. CenturyLink – CenturyLink does not have any existing facilities located in the proposed vacation area and does not require an easement.
7. Lakehaven Utility District – There are no existing Lakehaven water or sewer facilities in the proposed vacation area and an easement is not required. Future service to this area will be provided under a developer extension agreement between the developer and Lakehaven Utility District.
8. Water – No comments on Auburn Water. This area is served by Lakehaven Utility District.
9. Sewer – No comments on Auburn Sewer. This area is served by Lakehaven Utility District
10. Storm –No comments.
11. Transportation – No comments.
12. Planning – No comments.
13. Fire – No comments
14. Police – No comments.
15. Streets – No comments.
16. Construction –No comments.
17. Innovation and Technology – No comments

Assessed Value:

ACC 12.48 states “The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than \$2,000, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city’s expense.”

RCW 35.79.030 states the vacation “shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.”

An appraisal by an MAI appraiser of the subject right-of-way was required to be submitted by the applicant. The appraisal was reviewed and found to be acceptable. The appraisal values the right-of-way in an “ACROSS THE FENCE VALUE” at \$20,700.00. The right-of-way has been right-of-way for more than 25 years and was acquired through deed to King County, for settlement of a property tax debt, as real property on July 18, 1963, converted to right-of-way by the County on September 23, 1987 and annexed into the City of Auburn on January 1, 2008.

Recommendation:

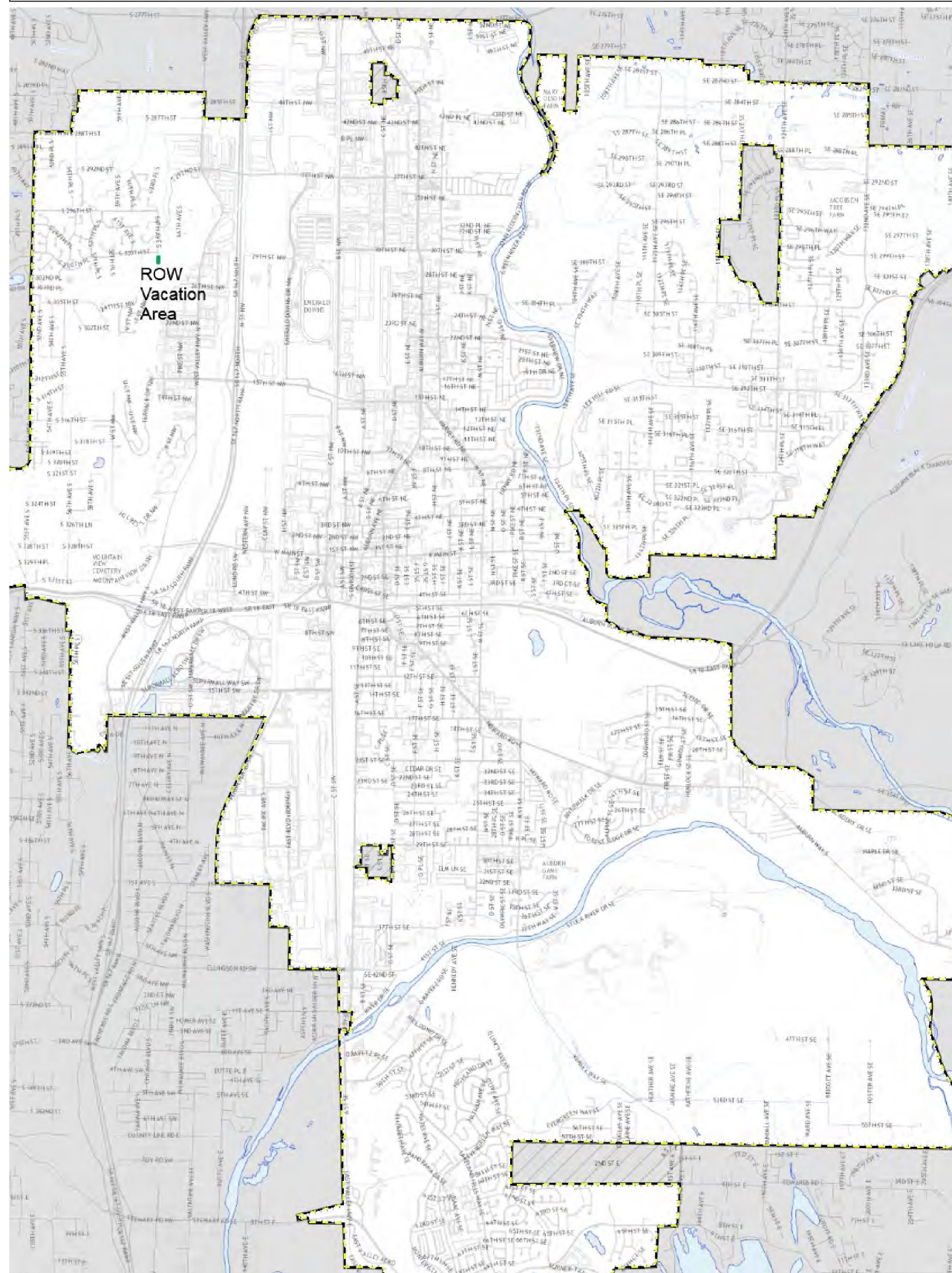
Staff recommends that the street vacation be granted subject to the following conditions:

1. An access easement shall be reserved for PSE and Bonneville Power Administration along the entire length and width of the vacated ROW until such time as alternate access easements are provided and built by the developer of Wyncrest Division II. No construction or grading of any kind may take place in the easement area until such time as these easements are extinguished.
2. Staff recommends that compensation for the value of the right-of-way be required in the full amount of the appraised value of \$20,700.00 since the right-of-way has been right-of-way for more than 25 years and it was originally acquired to settle a property tax debt with King County.

This aerial map displays a section of Tacoma, Washington, with various property boundaries and owner names labeled. The map includes several streets, such as 29th St NW, 26th St NW, and 23rd St NW. A yellow arrow points to a specific area labeled "ROW Vacation Area". The map also shows various commercial and residential properties, including "PUGET SOUND ENERGY LLC", "WEST VALLEY 24 PARTNERS", "SCHNEIDER HOMES INC", and "PUGET SOUND ENERGY LLC". The map is oriented with North at the top.



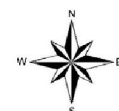
ROW Vacation #V2-15 Schneider Homes Inc. - 64th Avenue South

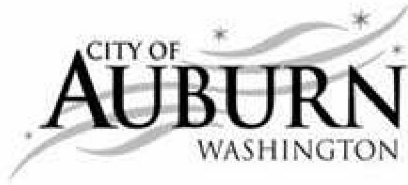


Printed Date: 10/20/2015

Map Created by City of Auburn eGIS

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6580, Second Reading

Date:

January 11, 2016

Department:

Community Development
and Public Works

Attachments:

[Staff Report](#)
[Ordinance No. 6580](#)
[Summary Matrix](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6580.

Background Summary:

Please see the attached Staff Report.

Reviewed by Council Committees:

Other: Legal, Community Development

Councilmember:

Staff: Snyder

Meeting Date: January 19, 2016

Item Number: ORD.C



AGENDA BILL APPROVAL FORM

Agenda Subject Ordinance No. 6580 2015 Annual Comprehensive Plan Amendments – City Initiated Plan Policy/Text Amendments, CPA15-0001		Date: December 15, 2015
Department: Community Development & Public Works	Attachments: Ordinance No. 6580 Summary Matrix See policy/text amendment sections of the binder	Budget Impact: N/A
Administrative Recommendation: City Council to introduce and approve Ordinance No. 6580 amending the Comprehensive Plan to include 2015 City-Initiated Annual Comprehensive Plan Amendments.		
Background Summary: The City of Auburn adopted amendments to its Comprehensive Plan in 1995 in response to the Washington State Growth Management Act (GMA) requirements, as amended. Since then the Auburn Comprehensive Plan has been amended annually. This year the City is also updating the Comprehensive Plan in response to the periodic update required under the WA State Growth Management Act (GMA). The City adopted an updated Comprehensive Plan in response to the periodic updates required under the GMA on December 14, 2015 by Ordinance No. 6584. Comprehensive plan amendments can be initiated by the City of Auburn (city-initiated) and by private citizens (privately-initiated). This year the city is initiating: • Five policy/text amendments. • <i>(No map amendments are currently being processed with this year's amendment process)</i> <i>The city received three privately-initiated plan map amendments by the submittal deadline. However, the processing of these has been postponed to allow the environmental review process to be completed, as required. These are listed in the docket, but the applications are not included in the notebooks. These will be considered at a future, yet-to-be-determined time.</i> This staff report and recommendation addresses Comprehensive Policy/Text (P/T) Amendments P/T # 1 through # 5. This is the only staff report associated with the annual comprehensive plan amendment process.		
Reviewed by Council & Committees: ☐ Arts Commission ☐ Airport ☐ Hearing Examiner ☐ Human Services ☐ Park Board ☒ Planning Comm. COUNCIL COMMITTEES: ☐ Finance ☐ Municipal Services ☐ Planning & Dev. ☐ Public Works ☐ Other _____		Reviewed by Departments & Divisions: ☐ Building ☐ Cemetery ☐ Finance ☐ Fire ☐ Legal ☒ Public Works ☐ M&O ☐ Mayor ☐ Parks ☒ Planning ☐ Police ☐ Human Resources
Action: Committee Approval: ☐ Yes ☐ No Council Approval: ☐ Yes ☐ No Referred to _____ Until _____ Call for Public Hearing ____/____/____ Tabled _____ Until _____		
Councilmember: _____		Staff: Dixon
Meeting Date: December 14, 2015		Item Number: _____

In terms of process, the Comprehensive plan amendments are initially reviewed during a public hearing process before the City of Auburn Planning Commission, who then provides a recommendation to the City Council for final action. City Council consideration and action on the amendments generally occurs but is not required prior to the end of the year.

At its December 8, 2015 public hearing, the Planning Commission reviewed the following annual comprehensive plan amendments:

- P/T #1 – Incorporate Auburn School District Capital Facilities Plan
- P/T #2 – Incorporate Dieringer School District Capital Facilities Plan
- P/T #3 – Incorporate Federal Way School District Capital Facilities Plan
- P/T #4 – Incorporate Kent School District Capital Facilities Plan
- P/T #5 – Incorporate City of Auburn Capital Facilities Plan

The Planning Commission has forward its recommendation for **approval** to the City council on all comprehensive plan amendments.

A. Findings

1. RCW 36.70A.130 (Washington State Growth Management Act (GMA)) provides for amendments to locally adopted GMA comprehensive plans. Except in limited circumstances provided for in State law, comprehensive plan amendments shall be considered by the city or county legislative body no more frequently than once per year.
2. The City of Auburn established a June 5, 2015 deadline for the submittal of privately-initiated comprehensive plan applications (map or policy/text). Notice to the public of the filing deadline was provided on the City's website, the Seattle Times Newspaper, and sent to a compiled "interested parties" notification list in May 2015. The City received three privately-initiated plan map amendments by the submittal deadline. However, the processing of these has bene postponed to allow the environmental review process to be completed, as required by City and state law. These applications have been listed in the docket, but the application materials are not provided in the notebooks. These applications will be considered at a future unspecified time.
3. The City of Auburn received annual updates to the four school district Capital Facilities Plans whose districts occur within the City of Auburn. These Capital Facilities Plans, as well as the City's Capital Facilities Plan are referenced in Chapter 5, Capital Facilities, of the existing Auburn Comprehensive Plan and Volume 3, Capital Facilities Element, of the Updated Comprehensive Plan. The incorporation of the Capital Facilities Plans is processed as Policy/Text (P/T) amendments.
4. The environmental review under the State Environmental Policy Act (SEPA) for the school district capital facilities plans were prepared separately by each school district acting as their own lead agency, as allowed by state law. Each district issued separate Determinations of Non-Significance (DNS).
5. The environmental review under the State Environmental Policy Act (SEPA) for the remaining amendment resulted in a Determination of Non-Significance (DNS) issued for the City-initiated Comprehensive Plan Amendments on November 2, 2015 (City File # SEP15-0030). The comment period ended November 16, 2015 and the appeal period ended

November 30, 2015. The City did not receive any comments in response to the issuance of the Determination of Non-Significance (DNS).

6. Auburn City Code Chapter 14.22 outlines the process for submittal of privately-initiated amendments and the general processing of comprehensive plan amendments as follows:

“Section 14.22.100

- A. The planning commission shall hold at least one public hearing on all proposed amendments to the comprehensive plan. Notice of such public hearing shall be given pursuant to Chapter 1.27 ACC and, at a minimum, include the following:
 1. For site-specific plan map amendments:
 - a. Notice shall be published once in the official newspaper of the city not less than 10 calendar days prior to the date of public hearing;
 - b. Notice shall be mailed by first class mail to all property owners of record within a radius of 300 feet of the proposed map amendment request, not less than 10 calendar days prior to the public hearing;
 2. For area-wide plan map amendments:
 - a. Notice shall be published once in the official newspaper of the city not less than 10 calendar days prior to the date of public hearing;
 - b. Notice shall be mailed by first class mail to all property owners of record within the area subject to the proposed amendment;
 - c. Notice shall be posted in at least two conspicuous locations in the area subject to the proposed amendment not less than 10 calendar days prior to the date of the public hearing.
- B. Notwithstanding the above, the director may expand the minimum noticing provisions noted above as deemed necessary.
- C. Planning Commission Recommendation. The planning commission shall conduct a public hearing on all potential comprehensive plan amendments and shall make and forward a recommendation on each to the city council. The planning commission shall adopt written findings and make a recommendation consistent with those findings to the city council.
- D. The city council, if it elects to amend the comprehensive plan, shall adopt written findings and adopt said amendments by ordinance.
- E. State Review. All comprehensive plan amendments considered by the planning commission shall be forwarded for state agency review consistent with RCW 36.70A.106.
- F. Any appeal of an amendment to the comprehensive plan shall be made in accordance with Chapter 36.70A RCW. (Ord. 6172 § 1, 2008.)”

7. As provided in the City Code, the Comprehensive Plan amendments are initially reviewed during a public hearing process before the City of Auburn Planning Commission, who then provides a recommendation to the City Council for final action. City Council consideration and action on the amendments generally occurs, but is not required, prior to the end of the year.
8. Pursuant to RCW 36.70A.106, the proposed comprehensive plan amendments outlined in this agenda bill were sent to the Washington State Office of Commerce and other state agencies as required for the state review on November 6, 2015. The Washington State Office of Commerce acknowledged receipt by letter dated November 9, 2015. No comments have been received from the Washington State Department of Commerce or other state agencies as of the writing of this report.

9. Due to the nature and limited number of policy/text changes, and the lack of private initiated map amendments, the optional process for conducting a public open house was not conducted as provided for in the city code.
10. The notice of public hearing was published on November 12, 2015 in the Seattle Times which is at least 10-days prior to the Planning Commission public hearing scheduled for December 8, 2015.
11. On December 8, 2015 the Planning Commission conducted a public hearing on the proposed annual amendments as part of the process required by code.
12. On December 14, 2015 the City Council in a regular Study Session reviewed the proposed annual amendments.
13. The following report identifies the Comprehensive Plan Map Policy/Text (P/T) amendments that were considered by the Planning Commission at their December 8, 2015 public hearing with the Planning Commission recommendation.

-----**December 8, 2015 Planning Commission Public Hearing**-----

Comprehensive Plan Map Amendments (File No. CPA15-0001)

(No map amendments are currently proposed with this year's amendment process)

Comprehensive Plan Policy/Text Amendments (File No. CPA15-0001)

P/T #1

Incorporate the Auburn School District Capital Facilities Plan 2015 through 2021 into the City of Auburn Comprehensive Plan.

Discussion

The Auburn School District has provided the City with its annually updated Capital Facilities Plan (CFP) covering from 2015-2021. The CFP was adopted by the Auburn School District School Board of Directors on June 8, 2015 and has been subject to separate SEPA review and a Determination of Non Significance (DNS). Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the Auburn School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:

- six-year enrollment projections
- Auburn school district level of service standards
- An inventory of existing facilities
- The district's overall capacity of the 6-year period
- District capital construction Plan
- Impact fee calculations

A review of the Auburn School District's updated Capital Facilities Plan indicates the District is requesting a change in the fee obligations. The net fee obligation for single-family

dwellings is proposed to be \$5,330.88, an increase of \$1,193.67 and the requested fee for multiple-family dwellings is \$2,625.01, a decrease of \$893.16. The actual impact fee to be established is set by ordinance by the Auburn City Council.

Planning Commission Recommendation

Planning Commission recommends approval of the Auburn School District Capital Facilities Plan 2015 through 2021 to the City Council

P/T#2

Incorporate the Dieringer School District Capital Facilities Plan 2016-2021 into the City of Auburn Comprehensive Plan.

Discussion

The Dieringer School District has provided the City with its annually updated Capital Facilities Plan 2016 - 2021. The CFP was adopted by the Dieringer School District Board of Directors on June 15, 2015. The CFP has been subject to separate SEPA review and a DNS. Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:

- Overview
- An inventory of existing facilities
- six-year enrollment projections
- standard of service
- Capacity projects
- Finance plan
- Impact fee calculations

A review of the Dieringer School District's updated Capital Facilities Plan indicates the District is requesting a change in the fee obligations. The net fee obligation for single-family dwellings is proposed to be \$4,672.00, an increase of \$1,402.00 and the requested fee for multiple family dwellings is \$1,518.00; a decrease of \$207.00. The actual impact fee to be established is set by ordinance by the Auburn City Council.

Planning Commission Recommendation

Planning Commission recommends approval of the Dieringer School District Capital Facilities Plan 2016-2021 to the City Council.

P/T #3

Incorporate the Federal Way School District 2016 Capital Facilities Plan into the City of Auburn Comprehensive Plan.

Discussion

The Federal Way School District has provided the City with its annually updated Capital Facilities Plan 2016. The CFP was adopted by the Federal Way School District School Board July 28, 2015. The CFP has been subject to separate SEPA review and a DNS. Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:

- Introduction
- Inventory of educational facilities & non-instructional facilities
- Needs forecast, existing & new facilities
- Six-year finance plan
- Maps of district boundaries
- Building capacities & portable locations
- Student forecast
- Capacity summaries
- Impact fee calculations
- Summary of changes from the 2015 plan

A review of the Federal Way School District's updated Capital Facilities Plan indicates the District is requesting a change in the fee obligations. The net fee obligation for single-family dwellings is proposed to be \$2,899.00, representing a decrease of \$2,275.00 and the requested fee for multi-family dwellings is \$506.00, a decrease of \$1,328.00. The actual impact fee to be established is set by ordinance by the Auburn City Council.

Planning Commission Recommendation

Planning Commission recommends approval of the Federal Way School District's 2016 Capital Facilities Plan to the City Council.

P/T #4

Incorporate the Kent School District Capital Facilities Plan 2015-2016 to 2020-2021 into the City of Auburn Comprehensive Plan.

Discussion

The Kent School District has provided its annually updated 2015-2016 to 2020-2021 Capital Facilities Plan. The CFP was adopted by the Kent School District School Board on July 14, 2015 and has been subject to separate SEPA review and a DNS. Information contained in the School District CFP serves as the basis for the City's collection of school impact fees on behalf of the school district. The Planning Commission action is incorporation of the School District Capital Facilities Plan into the City's Comprehensive Plan.

The CFP includes the following:

- Executive Summary
- Six-year enrollment projection & history
- District standard of service
- Inventory, capacity & maps of existing schools
- Six-year planning & construction plan
- Portable classrooms
- Projected classroom capacity
- Finance Plan, cost basis and impact fee schedules
- Summary of changes to previous plan

A review of the Kent School District's updated Capital Facilities Plan indicates the District is requesting a change in the fee obligations. The net fee obligation for single-family dwellings is proposed to be \$4,990.00, representing a decrease of \$496.00 and the requested fee for

multi-family dwellings is \$2,163.00, a decrease of \$1,215.00. The actual impact fee to be established is set by ordinance by the Auburn City Council.

Planning Commission Recommendation

Planning Commission recommends approval of the Kent School District Capital Facilities Plan 2015-2016 to 2020-2021 to the City Council.

CPM #5

Incorporate the City of Auburn's 6-year Capital Facilities Plan 2016-2021, into the City's Comprehensive Plan.

Discussion

A Capital Facilities Plan is one of the comprehensive plan elements required by the Washington State Growth Management Act (GMA) (RCW 36.70A). The GMA requires that a capital facilities plan include an inventory of existing capital facilities (showing locations and capacities), a forecast of future needs for such capital facilities, proposed locations and capacities of new or expanded capital facilities, and a minimum of a six-year plan to finance capital facilities with identified sources of funding. The proposed City of Auburn 6-year Capital Facilities Plan 2016-2021 satisfies the GMA requirements for a capital facilities element as part of the Comprehensive Plan.

Each comprehensive plan prepared under the GMA must include a capital facilities plan element. More specifically, RCW 36.70A.070 (3) of the GMA requires the following:

“A capital facilities plan element consisting of:

- (a) An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities;
- (b) a forecast of the future needs of such capital facilities;
- (c) the proposed locations and capacities of expanded or new capital facilities;
- (d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and
- (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element.”

A capital facility is defined as a structure, street or utility system improvement, or other long-lasting major asset, including land. Capital facilities are provided for public purposes. Capital facilities include, but are not limited to, the following: streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and recreation facilities, and police and fire protection facilities. These capital facilities include necessary ancillary and support facilities.

The memo dated November 10, 2014 prepared by the City's Finance Department contained in the three ring binder highlights the major changes in the CFP from last year. The proposed City of Auburn 6-year Capital Facilities Plan 2016-2021 is incorporated by reference in the Comprehensive Plan, Chapter 5, Capital Facilities. This will be incorporated into the “Capital Facilities Element” of the updated Comprehensive Plan (GMA required periodic update).

Planning Commission Recommendation

Planning Commission recommends approval of the City of Auburn's 6-year Capital Facilities Plan 2016-2021 to the City Council with the revised Pages 2, 3, 195, 197 and 202 as recommended by staff.

ORDINANCE NO. 6 5 8 0

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO PLANNING; ADOPTING ANNUAL COMPREHENSIVE PLAN TEXT AMENDMENTS PURSUANT TO THE PROVISIONS OF RCW CHAPTER 36.70A

WHEREAS, on August 18, 1986, the City Council of the City of Auburn adopted a Comprehensive Plan by Resolution No. 1703 which includes a Map establishing the location of the Comprehensive Plan Land Use Designations throughout the City; and

WHEREAS, on April 17, 1995, the Auburn City Council adopted Comprehensive Plan Amendments by Resolution No. 2635 to comply with the Washington State Growth Management Act; and

WHEREAS, on September 5, 1995, the Auburn City Council reaffirmed that action by its adoption of Ordinance No. 4788; and

WHEREAS, on December 14, 2015, the Auburn City Council adopted an updated Comprehensive Plan which includes a Map establishing the location of the Comprehensive Plan Land Use Designations throughout the City by Ordinance No. 6584; and

WHEREAS, the City of Auburn published in the *Seattle Times Newspaper* an advertisement that the City was accepting comprehensive plan amendment applications and established a deadline for submittal of June 5, 2015; and

WHEREAS, the City of Auburn received privately-initiated map amendments (File Nos. CPA14-0002, CPA14-0003 & CPA15-0002) however these applications were not complete for processing; and

WHEREAS, the City of Auburn initiated five text/policy amendments (File No. CPA15-0001); and

WHEREAS, the Comprehensive Plan text/policy amendments were processed by the Community Development & Public Works Department as proposed Year 2015 annual amendments to the City of Auburn Comprehensive Plan; and

WHEREAS, maintaining a current Capital Facilities Plan is required of the City in order to meet regulations of the Growth Management Act under RCW 36.70A; and

WHEREAS, the environmental impacts of the proposed Year 2015 Comprehensive Plan amendments were considered in accordance with procedures of the State Environmental Policy Act (File No. SEP15-0030) and were determined to have no environmental significance; and

WHEREAS, the proposed amendments were transmitted to the Washington State Department of Commerce, Growth Management Services Division and other State agencies for the 60-day review period in accordance with RCW 36.70A.106; and

WHEREAS, after proper notice published in the City's official newspaper at least ten (10) days prior to the date of hearing, the Auburn Planning Commission on December 8, 2015, conducted a public hearing on the proposed amendments; and

WHEREAS, at the public hearing the Auburn City Planning Commission heard and considered the public testimony and the evidence and exhibits presented to it; and

WHEREAS, the Auburn City Planning Commission thereafter made recommendations to the City Council on the proposed Year 2015 annual Comprehensive Plan map and text amendments; and

WHEREAS, on December 15, 2014, the Auburn City Council reviewed the Planning Commission's recommendations to the City Council; and

WHEREAS, on January 4, 2016, the Auburn City Council considered the proposed Comprehensive Plan amendments as recommended by the City of Auburn Planning Commission.

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

Section 1. The 2015 annual Comprehensive Plan city-initiated Text Amendments (CPA15-0001), as set forth in Exhibit "A" attached hereto and incorporated herein by reference, are adopted and approved. The City Clerk shall file Exhibit "A" along with this Ordinance and keep them available for public inspection. The full text of the Capital Facilities Plan of the City and the four school district's Capital Facilities Plans are adopted with the City's Comprehensive Plan, copies of which shall be on file with the Office of the City Clerk. The City Clerk shall file them along with this Ordinance and keep them available for public inspection. Council adopts both the Planning Commission's recommendations, dated December 8, 2015, and the Findings and Conclusions outlined in the December 15, 2015, staff report, attached as Exhibit "B".

Section 2. The 2015 Comprehensive Plan amendments modify the Comprehensive Plan adopted on August 18, 1986, by Resolution No. 1703; and adopted by Ordinance No. 4788 on September 5, 1995; and adopted December 14, 2015 by Ordinance No. 6584.

Section 3. The adopted Comprehensive Plan as amended is designated as a basis for the exercise of substantive authority under the Washington State Environmental Policy Act by the City's responsible environmental official in accordance with RCW. 43.21C.060.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any of the Comprehensive Plan amendments adopted herein, is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation to include incorporating into one document the adopted Comprehensive Plan map and text amendments, attached hereto as Exhibit "A" and Exhibit "B" preparing and publishing the amended Comprehensive Plan.

FIRST READING: JAN - 4 2016
SECOND READING: _____
PASSED: _____
APPROVED: _____

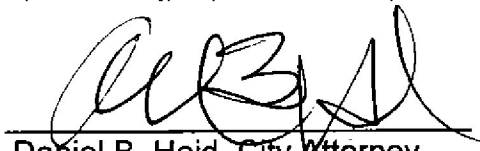
Nancy Backus
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

Ordinance No. 6580
December 22, 2015

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney

Published: _____

Exhibit "A"

*The Auburn, Dieringer, Federal Way, and Kent School District
Capital Facilities Plans*

City of Auburn Capital Facilities Plan

(See "Comp. Plan Policy/Text Amendments" tab in the working binder)

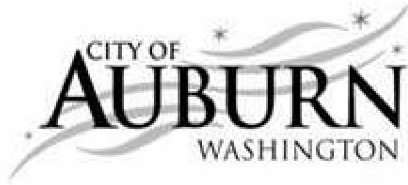
Exhibit "B"

Agenda bill/staff report dated December 15, 2015.

Year 2015 Annual Comprehensive Plan Amendment (CPA) Summary Matrix

(CPM = Comprehensive Plan Map Amendment; P/T = Policy/Text Amendment)

P/T #	Title	Description	Staff Recommendation	Planning Commission Recommendation	City Council Action	Notes
P/T #1	Auburn School District Capital Facilities Plan	Incorporate Auburn School District 2015-2021 Capital Facilities Plan, as part of the Auburn Comprehensive Plan.	Approval	Approval		PC Hearing was conducted on December 8, 2015. Bob Kenworthy, Assistant Director, Capital Projects, Auburn School District, testified in favor of the request. Virginia Haugen testified in favor.
P/T #2	Dieringer School District Capital Facilities Plan	Incorporate the Dieringer School District Capital Facilities Plan 2016-2021 as part of the Auburn Comprehensive Plan.	Approval	Approval		PC Hearing was conducted on December 8, 2015. No public testimony.
P/T #3	Federal Way Capital Facilities Plan	Incorporate Federal Way School District 2016 Capital Facilities Plan, as part of the Auburn Comprehensive Plan.	Approval	Approval		PC Hearing was conducted on December 8, 2015. Due to conflict, Tanya Nascimento, Enrollment and Demographic Analyst, Federal Way School District, submitted a letter for the hearing dated November 8, 2015 supporting the request. No public testimony.
P/T #4	Kent School District Capital Facilities Plan	Incorporate Kent School District 2015/2016 – 2020/2021 Capital Facilities Plan, as part of the Auburn Comprehensive Plan.	Approval	Approval		PC Hearing was conducted on December 8, 2015. Ralph Fortunato, CSBC, Director of Fiscal Services for the Kent School District testified in favor of the request. Virginia Haugen testified in favor.
P/T #5	City of Auburn's 6-year Capital Facilities Plan	Incorporate the City of Auburn's 6-year Capital Facilities Plan 2016-2020, into the City's Comprehensive Plan.	Approval	Approval The PC recommended approval with the 5 revised pages.		PC Hearing was conducted on December 8, 2015. Virginia Haugen testified in favor. The Planning Commission's packet and distribution, identified that Pages 2, 3, 195, 197, and 202 of the CHP needed to change to reflect revised schedule for the City Council Chambers Remodel Project (Project cp1518). The PC recommended approval with the revised 5 pages.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6581, Second Reading

Date:

January 11, 2016

Department:

Community Development
and Public Works

Attachments:

[Staff Report](#)

[Ordinance No. 6581](#)

[Impact Fee Table Comparison for CFPs](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6581.

Background Summary:

Please see the attached staff report on Ordinance No. 6581.

Reviewed by Council Committees:

Other: Legal, Community Development

Councilmember:**Staff:**

Snyder

Meeting Date: January 19, 2016

Item Number: ORD.D



AGENDA BILL APPROVAL FORM

Agenda Subject: ZOA15-0005; Ordinance No. 6581 related to year 2016 revision of school district impact fees		Date: December 28, 2015		
Department: Community Development & Public Works Dept.	Attachments: Ordinance No. 6581 Table Comparison of Impact Fees indicated in each CFPs	Budget Impact: (none)		
Administrative Recommendation: City Council to discuss school impact fee ordinance revisions				
Background Summary: Title 19 (Impact Fees) of the Auburn City Code contains standards and regulations pertaining to the imposition of impact fees in the City of Auburn. Specifically, Chapter 19.02 (School Impact Fees) addresses the establishment, calculation, collection and amendment of school impact fees within the municipal boundaries of the City of Auburn. The city originally established school impact fees in 1998 by Ordinance No. 5078. Portions of four school districts lie within the City limits. Pursuant to Code Section 19.02.060 (Annual Council Review) of the Auburn City Code, on at least an annual basis, the Auburn City Council shall review the information submitted by the Districts pursuant to ACC 19.02.050. The review shall be in conjunction with any update of the capital facilities plan element of the city's comprehensive plan. The City Council may also at this time determine if an adjustment to the amount of the impact fees is necessary. The City of Auburn annual Comprehensive Plan Amendment process for 2015 included requests for City approval of the Capital Facilities Plans of the four districts as follows: * 2015 - 2021 Auburn School District Capital Facilities Plan; * 2016-2021 Dieringer School District Capital Facilities Plan; * 2016 Federal Way School District Capital Facilities Plan; and * 2015-2016 through 2020-2021 Kent School District Capital Facilities Plan. These requests were submitted in accordance with the provisions of Section 19.02.050 (Submission of District Capital Facilities Plan and Data) of the Auburn City Code. The School Districts' Capital Facilities Plans are contained in the working notebooks (three ring binders) for the 2015 Annual Comprehensive Plan Amendments, distributed to the City Council prior to the 12-14-15 study session.				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border-right: 1px solid black; padding-right: 10px;"> Reviewed by Council & Committees: ☐ Arts Commission ☐ Airport ☐ Hearing Examiner ☐ Human Services ☐ Park Board ☒ Planning Comm. COUNCIL COMMITTEES: ☐ Finance ☐ Municipal Serv. ☒ Planning & CD ☐ Public Works ☐ Other _____ </td> <td style="width: 50%; vertical-align: top; padding-left: 10px;"> Reviewed by Departments & Divisions: ☐ Building ☐ Cemetery ☐ Finance ☐ Fire ☒ Legal ☐ Public Works ☐ M&O ☐ Mayor ☐ Parks ☒ Planning ☐ Police ☐ Human Resources </td> </tr> </table>			Reviewed by Council & Committees: ☐ Arts Commission ☐ Airport ☐ Hearing Examiner ☐ Human Services ☐ Park Board ☒ Planning Comm. COUNCIL COMMITTEES: ☐ Finance ☐ Municipal Serv. ☒ Planning & CD ☐ Public Works ☐ Other _____	Reviewed by Departments & Divisions: ☐ Building ☐ Cemetery ☐ Finance ☐ Fire ☒ Legal ☐ Public Works ☐ M&O ☐ Mayor ☐ Parks ☒ Planning ☐ Police ☐ Human Resources
Reviewed by Council & Committees: ☐ Arts Commission ☐ Airport ☐ Hearing Examiner ☐ Human Services ☐ Park Board ☒ Planning Comm. COUNCIL COMMITTEES: ☐ Finance ☐ Municipal Serv. ☒ Planning & CD ☐ Public Works ☐ Other _____	Reviewed by Departments & Divisions: ☐ Building ☐ Cemetery ☐ Finance ☐ Fire ☒ Legal ☐ Public Works ☐ M&O ☐ Mayor ☐ Parks ☒ Planning ☐ Police ☐ Human Resources			
Action: Committee Approval: ☐ Yes ☐ No Council Approval: ☐ Yes ☐ No Call for Public Hearing __/__/__ Referred to _____ Until __/__/__ Tabled _____ Until __/__/__				
Councilmember:		Staff: Dixon		
Meeting Date: January 4, 2016		Item Number:		

Definition

The city's code section 19.02 contains the city's regulations governing school impact fees. It provides the following definition:

"Impact fee" means a payment of money imposed upon development as a condition of development approval to pay for school facilities needed to serve new growth and development that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the school facilities, and that is used for such facilities that reasonably benefit the new development.

Related Authority

Other key points of the city's regulations include:

- ▽ The impact fee shall be based on a capital facilities plan adopted by the district and incorporated by reference by the city as part of the capital facilities element of the city's comprehensive plan, adopted pursuant to Chapter 36.70A RCW, for the purpose of establishing the fee program.
- ▽ Separate fees shall be calculated for single-family and multifamily types of dwelling units, and separate student generation rates must be determined by the district for each type of dwelling unit.
- ▽ The fee shall be calculated on a district-wide basis using the appropriate factors and data supplied by the district. The fee calculations shall also be made on a district-wide basis to assure maximum utilization of all available school facilities in the district which meet district standards.
- ▽ As a condition of the city's authorization and adoption of a school impact fee ordinance, the city and the applicable district shall enter into an interlocal agreement governing the operation of the school impact fee program, and describing the relationship and liabilities of the parties. The agreement must provide that the district shall hold the city harmless for all damages.
- ▽ On an annual basis (by July 1st or on a date agreed to by district and the city and stipulated in the interlocal agreement), any district for which the city is collecting impact fees shall submit the Capital facilities plan and supporting information to the city.
- ▽ Applicants for single-family and multifamily residential building permits shall pay the total amount of the impact fees assessed before the building permit is issued, using the impact fee schedules in effect, unless the fee has been deferred pursuant to City Ordinance No. 6341.
- ▽ The impact fee calculation shall be based upon the formula set forth in ACC 19.02.110, "Impact fee formula". The formula is the city's determination of the appropriate proportionate share of the costs of public school capital facilities needed to serve new growth and development to be funded by school impact fees based on the factors defined in ACC 19.02.020. Based on this formula, the "Fee Obligation" is the "Total Unfunded Need" x 50% = Fee Calculation.

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

Council Review and Decision

The setting of the actual fees occurs through separate Council action amending Chapter 19.02 of the Auburn City Code. Section 19.02.060, (Annual Council Review) specifies the following:

On at least an annual basis, the city council shall review the information submitted by the district pursuant to ACC 19.02.050. The review shall be in conjunction with any update of the capital facilities plan element of the city's comprehensive plan. The city council may also at this time determine if an adjustment to the amount of the impact fees is necessary; provided, that any school impact fee adjustment that would increase the school impact fee shall require the submittal of a written request for the adjustment by the applicable school district concurrent with the submittal of the annual capital facilities plan pursuant to ACC 19.02.050. In making its decision to adjust impact fees, the city council will take into consideration the quality and completeness of the information provided in the applicable school district capital facilities plan and may decide to enact a fee less than the amount supported by the capital facilities plan.

Section 19.02.060 establishes that the Auburn City Council is not obligated to accept the fees proposed by the School Districts within their submitted Capital Facilities Plans and may establish fees that the Council determines are more appropriate and consistent with the public's interest in reasonably mitigating school impacts within the affected portion of the City.

Recommendation

The Dieringer School District submitted a proposed fee calculation of \$5,330.88 for single family residential and \$2625.01 for multiple family residential based on their Capital Facilities Plan. Related to this, the Pierce County Council by Ordinance No. 2015-76s adopted November 10, 2015 and effective January 1, 2016, established a school impact fee for the Dieringer School District of \$3,330.00 for single family residential and \$1,518.00 for multiple family residential. (The Dieringer School District is the only school district common to both the jurisdictions of the City of Auburn and Pierce County). Pierce County imposes the same maximum school impact fee for all school districts located in Pierce County.

To be consistent, it is appropriate to establish a fee applicable to Auburn for the Dieringer School district that is the same as Pierce County's fee since it is more appropriate and consistent with the public's interest in reasonably mitigating school impacts within the affected portion of the City. The draft Ordinance will be prepared to reflect school impact fees that are the same as Pierce County's school impact fee and differs from what the Dieringer School District has requested, as historically has been done.

Scheduling of Actions

A discussion of the School District Capital Facilities Plans school impact fee changes was held at the City Council Work Session on December 14, 2015 and an Ordinance and first reading of the proposed ordinance No. 6581 is scheduled for January 4, 2016.

ORDINANCE NO. 6 5 8 1

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON AMENDING SECTIONS
19.02.115, 19.02.120, 19.02.130 AND 19.02.140 OF THE
AUBURN CITY CODE RELATING TO SCHOOL IMPACTS
FEES**

WHEREAS, the City of Auburn has adopted a school impact fee ordinance and collects school impact fees on behalf of certain school districts located or located in part within the City of Auburn; and

WHEREAS, the Auburn School District, Dieringer School District, Federal Way School District, and the Kent School District, each being located in part within the City of Auburn, have provided the City of Auburn with updated capital facilities plans to be considered during the City's 2015 annual comprehensive plan amendment process that addresses among other things, the appropriate school impact fee for single family residential dwellings and multi- family residential dwellings for each district; and

WHEREAS, the Auburn School District issued a Determination of Non-Significance for the 2015 - 2021 Auburn School District Capital Facilities Plan May 22, 2015; the Dieringer School District issued a Determination of Non- Significance for the 2016-2021 Dieringer School District Capital Facilities Plan June 1, 2015; the Federal Way School District issued a Determination of Non-Significance for the 2016 Federal Way School District Capital Facilities Plan May 8, 2015 and December 25, 2015; and

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December 28, 2015
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the Kent School District issued a Determination of Non-Significance for the 2015-2016 through 2020-2021 Kent School District Capital Facilities Plan July 17, 2015; and

WHEREAS the City of Auburn issued a Determination of Non-Significance (DNS) on November 2, 2015 for the City of Auburn Year 2015 city-initiated comprehensive plan map and text amendments (File No. SEP15-0030), and

WHEREAS, after proper notice published in the City's official newspaper at least ten (10) days prior to the date of hearing, the Auburn Planning Commission on December 8, 2015 conducted public hearings on the proposed Auburn School District 2015-2021 Capital Facilities Plan, the proposed Dieringer School District 2016 - 2021 Capital Facilities Plan; the proposed Federal Way School District 2016 Capital Facilities Plan; and for the proposed Kent School District 2015-2016 through 2020-2021 Capital Facilities Plan; and

WHEREAS, following the conclusion of the public hearing on December 8, 2015, and subsequent deliberations, the Auburn Planning Commission, following individual positive motions, made separate recommendations to the Auburn City Council on the approval of the Auburn School District 2015-2021 Capital Facilities Plan, the Dieringer School District 2016 - 2021 Capital Facilities Plan; the Federal Way School District 2016 Capital Facilities Plan; and for the Kent School District 2015-2016 through 2020-2021 Capital Facilities Plan; and

WHEREAS, the Auburn City Council reviewed the recommendations of the Auburn Planning Commission on the school district capital facilities plans at a regularly

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December 28, 2015
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scheduled study session on December 14, 2015; and

WHEREAS, the Auburn City Council considered the recommendations of the Auburn Planning Commission on the capital facilities plans at a regularly scheduled meeting on January 4, 2016, and a positive motion approved the Auburn School District 2015-2021 Capital Facilities Plan, the Dieringer School District 2016 - 2021 Capital Facilities Plan; the Federal Way School District 2016 Capital Facilities Plan; and for the Kent School District 2015-2016 through 2020-2021 Capital Facilities (Ordinance No. 6580); and

WHEREAS, on December 14, 2015 the Auburn City Council at a regularly scheduled study session reviewed amendments to Title 19 (Impact Fees) and more specifically, Chapter 19.02 (School Impact Fees) pertaining to school impact fees for single family residential dwelling units and multi-family dwelling units to be applied in the City of Auburn for the Auburn School District; Dieringer School District, Federal Way School District, and the Kent School District; respectively, based on the aforementioned capital facilities plans for each of these districts; and

WHEREAS, the Auburn City Code provides for adjustments to school impact fees based on a review of the capital facilities plans for each of the districts; and

WHEREAS, Section 19.02.060 (Annual Council Review) of the Auburn City Code specifies that the Auburn City Council will in making its decision to adjust impact fees take into consideration the quality and completeness of the information provided in the applicable school district capital facilities plan and may decide to enact a fee less than

Ordinance No. 6581
December 28, 2015
Page 3 of 7

the amount supported by the capital facilities plan. NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Amendment to the City Code. Section 19.02.115 of the Auburn City Code is hereby amended to read as follows.

19.02.115 Impact fee calculation and schedule for the Dieringer School District.

The impact fee calculation and schedule below is based upon a review of the impact fee calculation for single-family residences and for multifamily residences set forth in the most recent version of the Dieringer School District Capital Facilities Plan adopted by the Auburn city council as an element of the Auburn comprehensive plan. The calculation is the determination of the appropriate proportionate share of the costs of public school capital facilities needed to serve new growth and development to be funded by school impact fees based on the factors defined in ACC 19.02.020.

Effective January 1, 2015~~2016~~, or the effective date of this ordinance whichever is later, the school impact fee shall be as follows:

Per Single-Family Dwelling Unit ~~\$3,270.00~~\$3,330.00

Per Multifamily Dwelling Unit ~~\$1,725.00~~\$1,518.00

(Ord. 6445 § 1, 2013; Ord. 6393 § 1, 2011; Ord. 6341 § 2, 2011; Ord. 6340 § 1, 2010; Ord. 6279 § 1, 2009; Ord. 6214 § 1, 2008; Ord. 6134 § 1, 2007; Ord. 6060 § 1, 2006; Ord. 5950 § 2, 2005.)

Section 2. Amendment to the City Code. Section 19.02.120 of the Auburn City Code is hereby amended to read as follows.

19.02.120 Impact fee calculation and schedule for the Auburn School District.

The impact fee calculation and schedule is based upon a review of the impact fee calculation for single-family residences and for multifamily

Ordinance No. 6581
December 28, 2015
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residences set forth in the most recent version of the Auburn School District's Capital Facilities Plan adopted by the Auburn city council as an element of the Auburn comprehensive plan. The calculation is the determination of the appropriate proportionate share of the costs of public school capital facilities needed to serve new growth and development to be funded by school impact fees based on the factors defined in ACC 19.02.020.

Effective January 1, 20152016, or the effective date of this ordinance whichever is later, the school impact fee shall be as follows:

Per Single-Family Dwelling Unit ~~-\$4,137.24~~\$5,330.88

Per Multifamily Dwelling Unit ~~\$3,518.17~~\$2,625.01

(Ord. 6445 § 2, 2013; Ord. 6393 § 2, 2011; Ord. 6341 § 2, 2011; Ord. 6340 § 2, 2010; Ord. 6279 § 2, 2009; Ord. 6214 § 2, 2008; Ord. 6134 § 2, 2007; Ord. 6060 § 2, 2006; Ord. 5950 § 1, 2005; Ord. 5793 § 1, 2003; Ord. 5232 § 1, 1999.)

Section 3. Amendment to the City Code. Section 19.02.130 of the Auburn City

Code is hereby amended as follows.

19.02.130 Impact fee calculation and schedule for the Kent School District.

The impact fee calculation and schedule is based upon a review of the impact fee and calculation for single-family residences and for multifamily residences set forth in the most recent version of the Kent School District's Capital Facilities Plan adopted by the Auburn city council as an element of the Auburn comprehensive plan. The calculation is the determination of the appropriate proportionate share of the costs of public school capital facilities needed to serve new growth and development to be funded by school impact fees based on the factors defined in ACC 19.02.020.

Effective January 1, 20152016, or the effective date of this ordinance whichever is later, the school impact fee shall be as follows:

Per Single-Family Dwelling Unit ~~\$5,486.00~~\$4,990.00

Per Multifamily Dwelling Unit ~~\$3,378.00~~\$2,163.00

Ordinance No. 6581

December 28, 2015

Page 5 of 7

(Ord. 6445 § 3, 2013; Ord. 6393 § 3, 2011; Ord. 6341 § 2, 2011; Ord. 6340 § 3, 2010; Ord. 6279 § 3, 2009; Ord. 6214 § 3, 2008; Ord. 6134 § 3, 2007; Ord. 6060 § 3, 2006; Ord. 5950 § 1, 2005; Ord. 5233 § 1, 1999.)

Section 4. Amendment to the City Code. Section 19.02.140 of the Auburn City

Code is hereby amended to read as follows.

19.02.140 Impact fee calculation and schedule for the Federal Way School District.

The impact fee calculation and schedule is based upon a review of the impact fee and calculation for single-family residences and for multifamily residences set forth in the most recent version of the Federal Way School District's Capital Facilities Plan adopted by the Auburn city council as an element of the Auburn comprehensive plan. The calculation is the determination of the appropriate proportionate share of the costs of public school capital facilities needed to serve new growth and development to be funded by school impact fees based on the factors defined in ACC 19.02.020.

Effective January 1, ~~2015~~2016, or the effective date of this ordinance whichever is later, the school impact fee shall be as follows:

Per Single-Family Dwelling Unit ~~\$5,171.00~~ \$2,899.00

Per Multifamily Dwelling Unit ~~\$1,834.00~~ \$506.00

(Ord. 6445 § 4, 2013; Ord. 6393 § 4, 2011; Ord. 6341 § 2, 2011; Ord. 6340 § 4, 2010; Ord. 6279 § 4, 2009; Ord. 6214 § 4, 2008; Ord. 6134 § 4, 2007; Ord. 6060 § 4, 2006; Ord. 6042 § 1, 2006.)

Section 5. Constitutionality and Invalidity. If any section, subsection sentence, clause, phrase or portion of this Ordinance, is for any reason held invalid or unconstitutional by any Court of competent jurisdiction such portion shall be deemed a

Ordinance No. 6581
December 28, 2015
Page 6 of 7

separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Implementation. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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

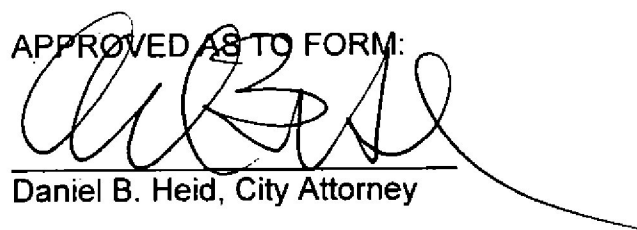
FIRST READING: JAN - 4 2016
SECOND READING: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, Mayor

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____

Ordinance No. 6581
December 28, 2015
Page 7 of 7

School Impact Fee Proposal (Effective Year 2016)

School District	Multiple Family					Single Family				
	Past 2015 fee, Per ACC 19.02	CFP says:	Requested Amount	Change?	Amount Proposed in Ord # 6581	Past 2015 fee, Per ACC 19.02	CFP says:	Requested Amount	Change?	Amount Proposed in Ord # 6581
Auburn	\$3,518.17	\$2,625.01 Page 28	\$2,625.01	Decrease of \$893.16	\$2,625.01	\$4,137.21	\$5,330.88 Page 28	\$5,330.88	Increase of \$1,193.67	\$5,330.88
Dieringer	\$1,725.00	\$1,518.00 Page 13	\$1,518.00	Decrease of \$207.00	\$1,518.00	\$3,270.00	\$4,672.00 Page 13	\$4,672.00	Increase of \$1,402.00	\$3,330.00
Federal Way	\$1,834.00	\$506.00 Page 28 & 30	\$506.00	Decrease of \$1,328.00	\$506.00	\$5,171.00	\$2,899.00 Page 28 & 30	\$2,899.00	Decrease of \$2,275.00	\$2,899.00
Kent	\$3,378.00	\$2,163.00 Page 31	\$2,163.00	Decrease of \$1,215.00	\$2,163.00	\$5,486.00	\$4,990.00 Page 30	\$4,990.00	Decrease of \$496.00	\$4,990.00

CFP = Capital Facilities Plan
ACC = Auburn City Code



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6582, Second Reading

Date:

January 12, 2016

Department:

CD & PW

Attachments:

[Ordinance No. 6582](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Ordinance No. 6582

Background Summary:

Ordinance No. 6582 authorizes an amendment to Chapter 10.41.020, Restricted Parking Zones, of the Auburn City Code.

This code was first enacted in 2009 on a limited basis for the use of restricted parking zones within the City and was specifically used for D Street NW between Main Street and 3rd Street NW. In this situation, the properties along the roadway have a mixture of school, residential and commercial uses and the City desired to implement restricted parking hours along the roadway. However, there was also a desire to not detrimentally impact the residential properties with limited to no off street parking available.

With the implementation of parking restrictions within much of the downtown area per the Council approved Parking Management Plan. There may be instances in the future where the use of restricted parking zones outside of the D Street NW location could make sense to better serve the residents of properties that have limited off-street parking available.

The proposed code revisions removes language specific to D Street NW and allows the City Engineer to manage and determine other locations that this parking option may be used. At this time, there are no additional locations proposed beyond the existing D Street NW location.

Per the discussion with Council on January 11, 2016, one revision has been made to the attached Ordinance to remove the exemption for motorcycles.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: January 19, 2016

Item Number: ORD.E

ORDINANCE NO. 6 5 8 2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 10.41.020 OF THE AUBURN CITY CODE, ENTITLED "RESTRICTED PARKING ZONE ESTABLISHED" FOR THE PURPOSE OF REVISING CODE LANGUAGE TO CLARIFY INTENT

WHEREAS, a review of the current Auburn City Code provisions revealed a need to clarify the language regarding the applicability of the City's Parking Code within the City; and

WHEREAS, the original Code, as it could be read, could be construed to only apply to D Street NW, within the City; and

WHEREAS, the parking restrictions within the Auburn downtown area have been recently modified with the adoption of the City's Parking Management Plan; and

WHEREAS, the limitation of on street parking to 3 hour maximum may create unintended difficulties for signal family residences within the downtown area; and

WHEREAS, it is appropriate for the City to have the flexibility to apply the restricted parking zones as needed to address residential concerns.

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

Section 1. AMENDMENT TO CITY CODE. That Section 10.40 1.020 of the Auburn City Code be, and the same hereby is, amended to read as follows:

10.41.020 Restricted parking zone established.

A. ~~A restricted parking zone is established on the east side of D Street Northwest between West Main Street and 3rd Street Northwest. Parking Monday~~

~~through Friday from 9:00 a.m. to 5:00 p.m. will only be allowed by permit. The locations of restricted parking zones and the day and hours that the restricted parking zone is in effect shall be established by the city engineer.~~

~~B. Each property located on the east side of D Street between Main Street and 3rd Street Northwest shall be allowed a maximum of three parking permits plus one visitor permit. Parking permits will be issued to property owners or occupants. Each property located within a restricted parking zone shall be allowed a maximum of three parking permits plus one visitor permit. Parking permits will be issued to property owners or occupants~~

C. The permit shall be hung from the rearview mirror of the vehicle, with the permit number and expiration date clearly visible through the windshield. If there is no rearview mirror, the placard shall be placed on the dashboard of the vehicle on the driver's side of the vehicle, so that the permit number and expiration date are clearly visible through the windshield.

~~D. Motorcycles parked in the restricted parking zone are exempt from the permitting process.~~

D. The city engineer shall identify and make available for review maps of areas of the city in which the restricted parking zones are located. (Ord. 6267 § 1, 2009.)

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

Section 3. SEVERABILITY. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 4. **EFFECTIVE DATE.** This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication, as provided by law.

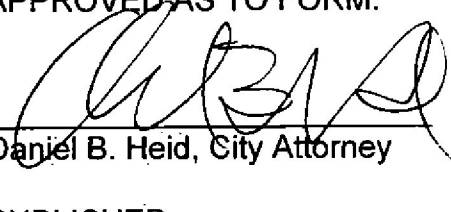
FIRST READING: DEC - 7 2015
SECOND READING: _____
PASSED: _____
APPROVED: _____

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

PUBLISHED: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5192

Date:

January 11, 2016

Department:

CD & PW

Attachments:

[Resolution No. 5192](#)

[Exhibit 1: Service Agreement No. AG-S-088](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5192.

Background Summary:

The benefits and risks of Job Order Contracting (JOC) were discussed at the City Council Study Session on October 12, 2015.

Resolution No. 5192 authorizes the Mayor to execute an agreement with the Gordian Group, Inc. (Gordian). Gordian is a nationwide company that specializes in providing JOC services to agencies. Local clients include the City of Kirkland, City of Bellevue, City of Everett, Snohomish County, Port of Everett, and the City of Vancouver. Under this agreement, the Gordian Group, Inc. will assist the City in developing and implementing a JOC program. Specifically, Gordian will research local supplier and contractor costs to develop and maintain a standard unit price book that will be utilized as a cost basis for the City's job order contracts. Gordian will also assist the City in preparing solicitation documents for the procurement of its job order contractors. The City anticipates that there will be two job order contracts procured in 2016. The following is a list of projects/construction work that are anticipated to be completed in 2016 by the two JOCs: Annual sidewalk repair program, Annual utility repair and replacement programs, Emergency/Urgent roadway and utility repairs, Residential and commercial property demolition, Facility re-models and repairs, Roadway patching and overlay, and others.

There are no upfront costs for these services. Payment to Gordian will be based on a percentage of the amount of the actual task orders issued to the JOC Contractor(s) hired by the City. Typical City administration costs for the types of projects that may be using the JOC Program range from 10% to 25% of the construction costs. The cost for the basic JOC administration services by Gordian will be 5%. An

additional 5.95% may be charged by Gordian for the optional full project management services; however, it is anticipated that these services will be used infrequently.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: January 19, 2016

Item Number: RES.A

RESOLUTION NO. 5 1 9 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE SERVICE AGREEMENT NO. AG-S-088 FOR SERVICES RELATED TO JOB ORDER CONTRACTING WITH THE GORDIAN GROUP, INC.

WHEREAS, state law, RCW 39.10.420, authorizes cities with a population of over 70,000 to award job order contracts and use the job order contracting (JOC) procedures of state law; and

WHEREAS, there are advantages to the City of Auburn to utilize JOC, including procedures that allow better controls on project costing, and that help in ascertaining and measuring value of projects that could utilize the JOC procedures; and

WHEREAS, the procedures of JOC can move projects along faster to completion without sacrificing the quality and quantity of work included, often at a reduced cost to the City; and

WHEREAS, in order to better utilize the procedures of JOC, it would be advantageous for the City to engage the services of an outside, independent service provider to develop and maintain a unit cost guide, procedural, technical and procurement support to City staff; and

WHEREAS, it is appropriate that the costs of such outside, independent consultant services be paid for as a part of the JOC project for which the services are rendered.

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

Section 1. The Mayor of the City of Auburn is hereby authorized to execute Service Agreement No. AG-S-088 with the Gordian Group, Inc. A copy of said agreement is attached hereto, denoted as Exhibit "1" and is made a part hereof as though set forth in full herein.

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

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

Dated and Signed this _____ day of _____, 2016.

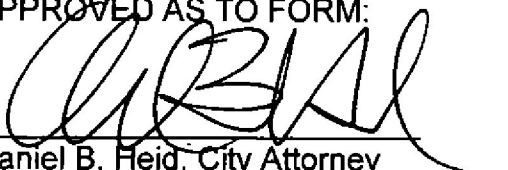
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

**RESOLUTION 5192, EXHIBIT 1
CITY OF AUBURN AGREEMENT
FOR JOB ORDER CONTRACTING SERVICES
AG-S-088**

THIS AGREEMENT made and entered into on this ____ day of _____, 2016 ("Effective Date"), by and between the **City of Auburn**, a municipal corporation of the State of Washington, hereinafter referred to as "City" and The Gordian Group, Inc., hereinafter referred to as the "Provider."

W I T N E S S E T H :

WHEREAS, the City is in need of the services of individuals, employees or firms for the development, implementation and support of a Job Order Contracting ("JOC") program; and,

WHEREAS, the City desires to retain the Provider to provide said services in connection with the City's work; and,

WHEREAS, the Provider is qualified and able to provide services in connection with the City's needs for the above-described work, and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services

The Provider agrees to perform in a good and professional manner the tasks described on Exhibit "A" which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit "A" shall be individually referred to as a "task," and collectively referred to as the "services.") The Provider shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

2. Additional Services

In the event additional services with respect to related work are required beyond those specified in the Scope of Work, and not included in the compensation listed in this Agreement, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to the Provider's performance of the services there under, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment (agreement for additional services), such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such

Amendment were a part of this Agreement as originally executed. The performance of services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where the Amendment provides to the contrary, in which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. Performance of Additional Services Prior to Execution of an Amendment

The parties hereby agree that situations may arise in which services other than those described on Exhibit "A" are desired by the City and the time period for the completion of such services makes the execution of Amendment impractical prior to the commencement of the Provider's performance of the requested services. The Provider hereby agrees that it shall perform such services upon the written request of an authorized representative of the City pending execution of an Amendment, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 7 of this Agreement.

4. Provider's Representations

The Provider hereby represents and warrants that the Provider has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

5. City's Responsibilities

The City shall do the following in a timely manner so as not to delay the services of the Provider:

- a. Designate in writing a person to act as the City's representative with respect to the services. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- b. Furnish the Provider with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- c. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Provider and render decisions regarding such documents in a timely manner to prevent delay of the services.

6. Acceptable Standards

The Provider shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and professional standard acceptable to the City.

7. Compensation

As compensation for the Provider's performance of the services provided for herein, the City shall pay the Provider the fees and costs specified on Exhibit "B" which is attached hereto and by this reference made a part of this Agreement (or

as specified in an Amendment). The Provider shall submit to the City a monthly invoice or statement of time spent on tasks included in the scope of work provided herein for the preceding month, and the City upon acceptance of the invoice or statement shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Provider thereafter in the normal course, subject to any conditions or provisions in this Agreement or Amendment. The Agreement number and project number for each Job Order Contract task must appear on all invoices or statements submitted. **The not-to-exceed amount for this agreement is \$100,000.00 per calendar year.**

8. Time for Performance and Term of Agreement

This Agreement shall commence on the Effective Date set forth above. The Provider shall perform the services provided for herein in accordance with the direction and scheduling provided on Exhibit "A" attached hereto and incorporated herein by this reference, unless otherwise agreed to in writing by the parties. All work under this Agreement shall be completed within sixty (60) months of the Effective Date.

9. Ownership and Use of Documents

Excluding the Proprietary Information set forth in the JOC System License included in Exhibit A, all documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Provider as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.

10. Records Inspection and Audit

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

11. Continuation of Performance

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

12. Administration of Agreement

This Agreement shall be administered by Randy Horn, on behalf of the Provider, and by the Mayor of the City, or designee, on behalf of the City. Any written

notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Auburn

Jacob Sweeting
Assistant City Engineer
25 W Main St
Auburn, WA 98001-4998
Phone: 253-804-3118
Fax: 253-804-3114
E-mail: jsweeting@auburnwa.gov

The Gordian Group

Ammon T. Leshner
Vice President of Legal Affairs
30 Patewood Drive, Suite 350
Greenville, SC 29615
Phone: 800-874-2291
Fax: 864-233-9100
E-mail: a.lesher@thegordiangroup.com

13. Notices

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change his, her or its address by giving notice in writing, stating his, her or its new address, to the other party, pursuant to the procedure set forth above.

14. Insurance

The Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, or the Provider's agents, representatives, employees, or subcontractors.

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

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

- a. Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Provider shall maintain automobile insurance with minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance 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, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

- c. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

- a. The Provider's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.
- b. The Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City.

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

Provider shall furnish the City with certificates of insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Provider before commencement of the work. The City reserves the right to require that complete, certified copies of all required insurance policies be submitted to the City at any time. The City will pay no progress payments under Section 7 until the Provider has fully complied with this section.

15. Indemnification/Hold Harmless

The Provider shall defend, indemnify and hold the City and its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the

performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Provider and the City, its officers, officials, employees, and volunteers, the Provider's liability hereunder shall be only to the extent of the Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

16. Assignment

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto, such consent not to be unreasonably withheld. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

17. Nondiscrimination

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

18. Amendment, Modification or Waiver

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

Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

19. Termination and Suspension

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement upon not less than thirty (30) days written notice to the Provider if the services provided for herein are no longer needed from the Provider.

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

20. Parties in Interest

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

21. Costs to Prevailing Party

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

22. Applicable Law

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in of the county in Washington State in which the property or project is located, and if not site specific, then in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Provider of the services.

23. Captions, Headings and Titles

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

24. Severable Provisions

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

25. Entire Agreement

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

26. Counterparts

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

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

CITY OF AUBURN

THE GORDIAN GROUP, INC.

Nancy Backus, Mayor

Signature

Name: _____

Attest:

Title: _____

Danielle Daskam City Clerk

Signature

Name: _____

Approved as to form:

Title: _____

Daniel B. Heid, City Attorney

Federal Tax ID No: _____

Exhibit A
Scope of Services

Provider will perform the duties and responsibilities specified below:

I. JOC Complete Solution

1. **JOC System License** - Provider shall provide the City with a license to use Provider's proprietary JOC System as set forth in this Exhibit A, "JOC System License."
2. **Unit Price Book** - Provider shall prepare a customized unit price book, known as a Construction Task Catalog®, containing prices covering material, equipment and labor costs for various units of construction selected by the City, and adjusting these costs to current market conditions. Only local prevailing wages and local material and equipment costs (obtained directly from local subcontractors and suppliers) to price the Construction Task Catalog shall be used. The use of generic factors to localize prices is not acceptable. Unit prices for demolition shall be provided for each construction task. Every cost to install an item or unit shall be accompanied by a corresponding cost to remove the same item or unit. Tasks may have several modifiers which adjust the price for variations in materials or for quantity discounts.
3. **Technical Specifications** - Provider shall prepare and publish Technical Specifications describing the materials, performance and installation requirements for each of the construction tasks listed in the Construction Task Catalog. Where available, the City's standard specifications shall be incorporated into the Technical Specifications for each Construction Task Catalog.
4. **Contractual Terms and Conditions and Bid Forms** - Provider shall prepare, in conjunction with City staff, general terms and conditions and bid forms which incorporate JOC language and forms with all appropriate City contract language and forms.

5. **Information Management System** - Provider shall provide the City with access to the eGordian® JOC information management application (“IMS”) for an unlimited number of City and JOC contractor users. The IMS must be capable of providing full project tracking, developing cost proposals, preparing independent City estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking subcontractor participation, and generating standard reports for the City.
6. **Procurement Support** - Provider shall provide the City with procurement support to market the City JOC Program to potential JOC contractors. Provider shall organize and conduct pre-bid meetings with interested bidders and make presentations on behalf of the City, with various business and contracting organizations. Provider’s personnel assigned to perform procurement support must have a level of JOC procurement experience that is acceptable to the City. During the development and implementation of the JOC program, Provider will conduct informational meetings with representatives from the construction community within the City.
7. **Training Program** - Provider shall develop and conduct all training programs for the City and JOC contractor staff to ensure the JOC program functions properly. The training programs must include specialized training courses that will involve all parties utilizing and administering the JOC program. The training programs must include extensive training on the use of the JOC IMS. All training shall be “hands on” with functional use and individual performance as the objective. Actual City projects that the City plans to perform through JOC must be included in the training programs.
8. **JOC Program Development** - Provider shall provide development, implementation, and on-going support of the City JOC program, including development of the execution procedures that will be used to operate the City JOC program and participating in informational meetings with City representatives.
9. **On-Going Technical Support** - Provider shall provide ongoing technical support during normal business hours, including, but not limited to, assisting the City with JOC program execution, analysis of task order

proposals, troubleshooting and continuous system monitoring, updated contract documents, assistance with the procurement of additional JOC contractors, providing the City with access to applicable updates and revisions to the IMS, technical support for the JOC IMS, and providing training for new City staff and JOC contractors. Providing on-going technical support is considered a vital component to ensuring a successful City JOC program.

10. **Job Order Development** – In addition, Provider will assist with the developing of Job Orders from project identification to issuance of the Job Order by performing the following services:
 - a. **Project Identification** – When a project is identified, a Provider Account Manager will assist City staff with determining whether the project is appropriate for JOC.
 - b. **Joint Scope Meeting** – A Provider Account Manager will quickly schedule a Joint Scope Meeting at the project site to help the City and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal.
 - c. **Develop Detailed Scope of Work** – Next Provider will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. Provider will also assist with resolving issues when project plans and actual conditions vary.
 - d. **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Provider Account Manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
 - e. **Preparation of Price Proposal** – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Provider's IMS will automatically multiply the unit price of the task by the required quantities times the JOC contractor's competitively bid adjustment factor.

- f. **Price Proposal Review** – Then, a Provider Account Manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and shall ask the JOC contractor to make any required changes. Provider shall also obtain and review any City required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then, the Provider Account Manager shall submit the Price Proposal and related documents to the City.
- g. **Issue Job Order** – Once the City approves the Price Proposal and related documents, and decides to move forward with the project, the City will be responsible for the issuance of a purchase order to the selected JOC contractor and the management of the construction work.

II. Optional Services

Project Management

On a project-by-project basis, Provider will provide project management services to the City, to be requested by the City in its sole discretion. The project management services shall include the following:

1. **Preconstruction** - Provider's project manager will assist the City in determining whether professional design services are required and conduct a pre-construction meeting with the City 's representative(s), the JOC contractor and, if applicable, the architect or engineer to review the basic project parameters and funding. Where design services are required, the project manager will work with the architects or engineers to coordinate necessary studies and design standards, and deliver plans and specifications that maximize the benefits of JOC for each City project. Next, the project manager will coordinate and share any preconstruction information with the City, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
2. **Site Visit**- During construction, Provider's project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's

compliance with the approved safety plan and complete a report for each site visit.

3. **Communicate** - Provider's project manager will provide weekly construction status reports to the City, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
4. **Supplemental Job Orders** - In the event there are unforeseen conditions or the City requests changes to the scope after the work has begun, Provider's project manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
5. **Approvals** - Provider's project manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the City's approval of the work. Final acceptance of the work will be the responsibility of the City. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
6. **Project Close-out** - As the final step in the process, Provider's project manager will enter all Job Order related information into the eGordian® information management system and collect any required as-builts, warranties, etc., from the JOC contractor.

JOC SYSTEM LICENSE

The Gordian Group, Inc. ("Gordian") hereby grants to the City of Auburn (the "City"), and the City hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferrable right, privilege and license to Gordian's Job Order Contracting ("JOC") System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating the City's JOC program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the eGordian® applications and support documentation, Construction Task Catalog® and construction cost data, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and the City shall return to Gordian all Proprietary Information in the City's possession.

The City acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the

written consent of Gordian, except as required by law. The City further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the City, except as required by law.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by the City, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when the City awards the JOC contract, and provided the City includes licensing language in the JOC contract similar in form to this JOC System License.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by the City in a form accessible by a standard database program, such as Microsoft® Access®.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of any agreement, purchase order or other similar purchasing document issued by the City, this JOC System License shall take precedence.

Exhibit B
Compensation

In consideration of the services provided set forth in Article I of Exhibit A, including the JOC System License and Job Order development services, Provider shall be paid according to the following schedule:

<u>City License Fee:</u>	The City shall pay Provider a License Fee equal to One and Ninety-Five Hundredths Percent (1.95%) of the value of the work ordered; and
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<u>Job Order Development Fee:</u>	The City shall pay Provider a Job Order Development Fee of Three and Five Hundredths Percent (3.05%) of the value of the work ordered.
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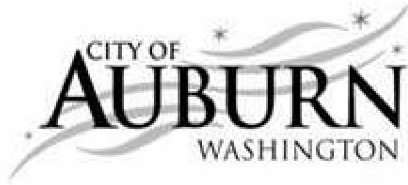
The City License Fee and Job Order Development Fee shall be payable when a Job Order is issued to the JOC contractor.

Optional Services

In consideration of the optional project management services set forth in Article II of Exhibit A, to be provided on a project-by-project basis and only upon request from the City, Provider shall, in addition to the applicable fees set forth herein, be paid a Project Management fee according to the following schedule:

<u>Project Management Fee:</u>	The City shall pay Provider a Project Management Fee equal to Five and Ninety-Five Hundredths Percent (5.95%) of the value of the work ordered.
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The Project Management fee will be payable when construction of a Job Order has been completed and accepted by the City, except at the election of Provider, the fee for Job Orders requiring more than 60 days to complete shall be payable monthly on a percentage of completion basis.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5196

Date:

January 11, 2016

Department:

Information Services

Attachments:

[Resolution No. 5196](#)

[City of Auburn MS EA O365](#)

[City of Auburn MS EA Signature Form](#)

[City of Auburn MS Enterprise Enrollment](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5196.

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

Haugan

Meeting Date: January 19, 2016

Item Number: RES.B

RESOLUTION NO. 5 1 9 6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN ENTERPRISE AGREEMENT BETWEEN THE CITY OF AUBURN AND MICROSOFT

WHEREAS, the City of Auburn needs to upgrade its Windows operating system and Office productivity suite; and

WHEREAS, it is appropriate to enter into an Enterprise Agreement with Microsoft for these products and services.

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

Section 1. That the Mayor is hereby authorized to execute an Agreement between the City and Microsoft for Enterprise products and services which agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and incorporated herein by this reference.

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

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

Dated and Signed this ____ day of _____, 2016.

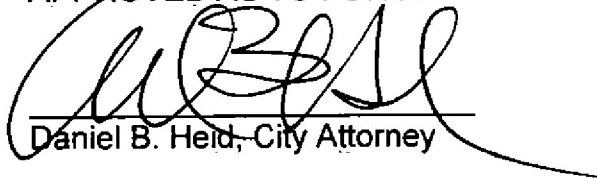
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney

Software One - software quote				
Quoted by Jan Edwards, Software One, 20875 Crossroads Circle Ste 1, Waukesha, WI 53186-4093				
Phone 406-295-4548, janice.edwards@softwareone.com				
	Quoted to:	City of Auburn		
	Date 11/13/2015	MS EA O365 NEW		
	Important: Please provide the email address of the recipient designated to receive a Software One "order confirmation"			
Quantity	Part #	Description	Unit Price	Ext. Price
450	AAA-10842	Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$ 182.04	\$ 81,918.00
		\$15.17 per user per month x 12		\$ -
450	AAA-10798	WinEntSAPerUsrUSL ALNG SubsVL MVL Pltfrm PerUsr	\$ 51.96	\$ 23,382.00
		\$4.33 per user per month x 12		\$ -
450	AAA-12415	CCALBrdgO365 Alng MonthlySub Platform Per User \$1.34 per user per month x 12	\$ 16.08	\$ 7,236.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Product-total			\$ 112,536.00
	Sub-Total			\$ 112,536.00
	Tax	Need to add WA Sales Tax		\$ -
	Shipping			No Charge
	Total			\$ 112,536.00
Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party software products provided by Software One) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment. Software One provides no independent warranties, indemnities or liabilities. Public Sector Disclosure: Software One may receive incentive fees for public sector EA transactions.				

Program Signature Form

MBA/MBSA number

Agreement number

01E73529

000-smangum-SS0621

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Enterprise Enrollment	X20-12057
Enterprise Amendment	M306 (New)
Product Selection Form	0410474.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Auburn Signature* _____ Printed First and Last Name* Nancy Backus Printed Title Mayor Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* City of Auburn Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Previous Enrollment number
(Reseller to complete)

Framework ID
(if applicable)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date,

and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

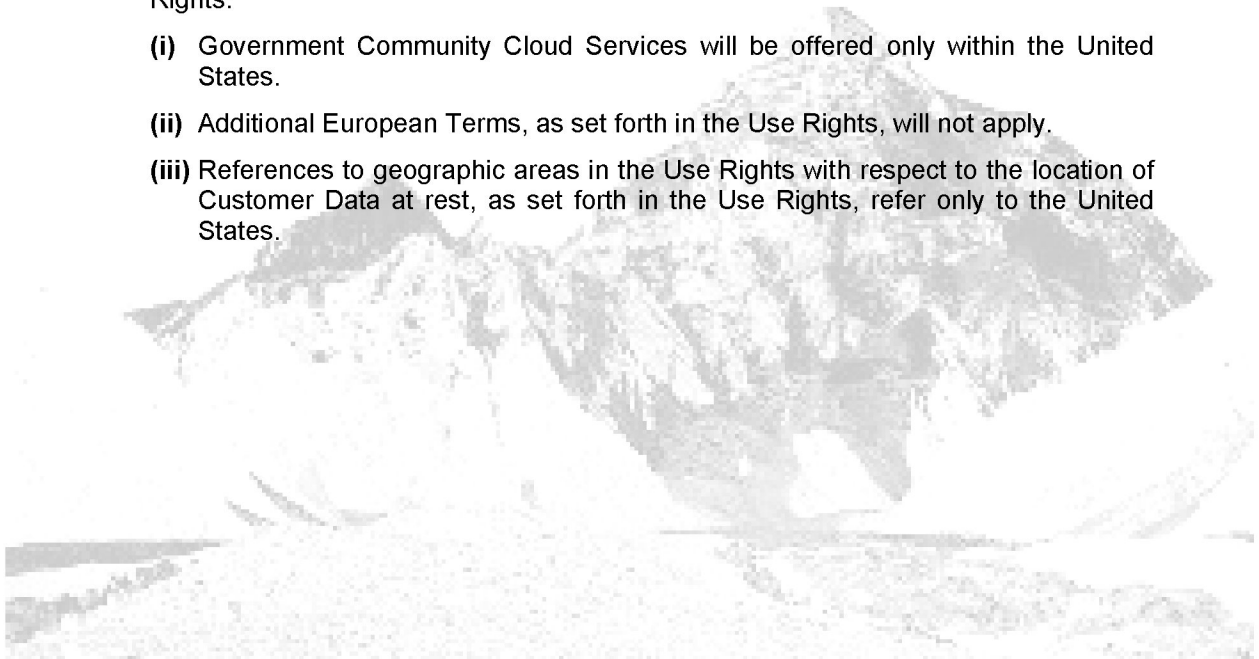
For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community

Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Auburn

Contact name* First Paul **Last** Haugan

Contact email address* phaugan@auburnwa.gov

Street address* 25 West Main

City* Auburn

State/Province* WA
Postal code* 98001-4916
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 253-804-5078
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.

Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1

City* Waukesha

State/Province* WI

Postal code* 53186-4093

Country* United States

Contact name* MS* Admin

Phone* 262-317-5555

Contact email address* ms-admin.us@softwareone.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*
--

** indicates required fields*

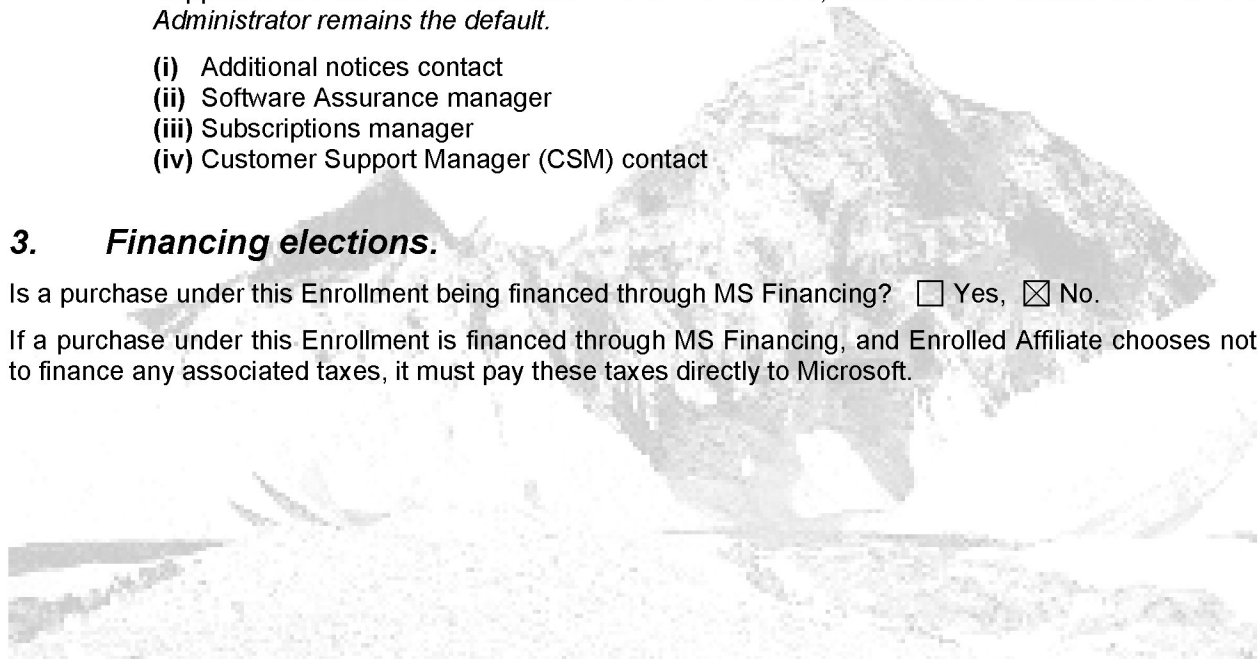
Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.





AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5197

Date:
January 12, 2016

Department:
Finance

Attachments:
[Resolution No. 5197](#)
[DOE Agreement](#)

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Resolution No. 5197.

Background Summary:

The Washington State Department of Ecology (Ecology) requests to enter into an interlocal agreement with the City of Auburn for the 2015-2017 Coordinated Prevention Grant Program. Ecology has appropriated a 75% grant in the amount of \$50,331.00 for the City to promote waste reduction and recycling. The remaining 25% match of \$16,777.00 will come from a King County Waste Reduction and Recycling Grant.

The City of Auburn Solid Waste Division will use the grant funds for the following programs:

1. Residential Recycling: Staff will promote waste reduction and recycling to residents through a newsletter, presentations at community events, and a community yard sale.
2. School Education and Outreach: Staff will continue the School Recycling and Waste Prevention Campaign directed at Auburn School District students.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: January 19, 2016

Item Number: RES.C

RESOLUTION NO. 5197

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF FIFTY THOUSAND THREE HUNDRED AND THIRTY-ONE DOLLARS (\$50,331.00), AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE DEPARTMENT OF ECOLOGY AND THE CITY OF AUBURN TO ACCEPT SAID FUNDS FOR IMPLEMENTATION OF THE 2015-2017 COORDINATED PREVENTION 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 Department of Ecology with 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; and

WHEREAS, the Auburn City Council of the City of Auburn must adopt and approve all appropriations by Ordinance pursuant to Chapter 35A.33 RCW; and

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

Section 1. Pursuant to Chapter 35A.33 RCW, the City hereby approves the expenditure and appropriation of a total amount of FIFTY THOUSAND THREE HUNDRED AND THIRTY-ONE DOLLARS (\$50,331.00), which constitutes

Resolution No. 5197
January 6, 2016
Page 1

reimbursement of funds for implementing the 2015-2017 Coordinated Prevention Grant Program.

Section 2. The Mayor of the City of Auburn is authorized to execute an Interlocal Agreement with the Department of Ecology for the reimbursement of said funds. Said Agreement shall be in substantial conformity to the one attached hereto, designated Grant No.: W2RCPG-1517-AubuSW-00098, which is incorporated by this reference.

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 _____, 2016.

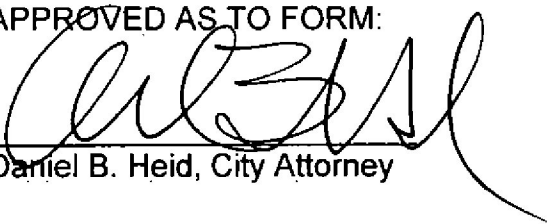
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5197
January 6, 2016
Page 2



Agreement W2RCPG-1517-AubuSW-00098

WASTE 2 RESOURCES COORDINATED PREVENTION GRANT PROGRAM AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Auburn

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Auburn, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-17 CPG City of Auburn IMP
Total Cost:	\$67,108.00
Total Eligible Cost:	\$67,108.00
Ecology Share:	\$50,331.00
Recipient Share:	\$16,777.00
The Effective Date of this Agreement is:	07/10/2015
The Expiration Date of this Agreement is no later than	06/30/2017
Project Type:	Implementation

Project Short Description:

The City of Auburn will use a \$67,108 grant to conduct waste reduction and recycling outreach to residents and schools. The outreach methods include presentations, participation at community events, special workshops, and hosting the popular annual Community Yard Sale. Over the two-year grant period, approximately 1,495 tons of waste will be reduced or recycled by approximately 48,500 people contacted and/or participating as a result of this grant.

Project Long Description:

N/A

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

RECIPIENT INFORMATION

Organization Name: City of Auburn

Federal Tax ID: 91-6001228
DUNS Number: 032942575

Mailing Address: 25 West Main St
Auburn, WA, 98001

Physical Address: 25 West Main St
Auburn, Washington, 98001

Organization Email: jenelson@auburnwa.gov

Contacts

Project Manager	Joan Nelson Solid Waste & Recycling Supervisor 25 West Main St Auburn, Washington, 98001 Email: jenelson@auburnwa.gov Phone: (253) 931-5103
Billing Contact	Consuelo Rogel Financial Analyst 25 West Main Street Auburn, Washington, 98001 Email: crogel@auburnwa.gov Phone: (253) 804-5023
Authorized Signatory	Nancy Backus Mayor 25 W Main St Auburn, Washington, 98001 Email: nbackus@auburnwa.gov Phone: (253) 931-3041

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Waste 2 Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Diana Wadley 3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: dwad461@ecy.wa.gov Phone: (425) 649-7056
Financial Manager	Diana Wadley 3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: dwad461@ecy.wa.gov Phone: (425) 649-7056

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

Washington State Department of Ecology	City of Auburn
Program Manager	Nancy Backus
	Date
Laurie Davies	Mayor
Waste 2 Resources	

SCOPE OF WORK

Task Number: 1 Task Cost: \$48,108.00

Task Title: Residential Education and Outreach

Task Description:

RECIPIENT will use different forms of media and promotional methods throughout the duration of the grant to promote waste reduction and recycling programs to residents. Efforts may include, but are not limited to: producing a waste reduction and recycling newsletter, giving presentations at City and community events, green living workshops related to wastes/consumption that impacts waste and/or toxicity, and a community yard sale.

RECIPIENT is advised to contact its Ecology Financial/Project Manager for prior approval of promotional giveaway items, and for approval of publications prior to printing (see sections 18 and 20 of the General Terms and Conditions.)

Task Goal Statement:

The goal of this task is to increase waste reduction and recycling among residents by developing new programs and bringing awareness to existing programs, while inspiring residents to participate.

Task Expected Outcome:

Over the two-year grant period, RECIPIENT estimates overall recycling and compostables diversion will increase from 55% to 56% citywide*. RECIPIENT also estimates participation in the City's curbside recycling program will increase from 92% to 93%*. (*Near the end of 2015, the citywide diversion rate was 55%. The 1% increase is anticipated in the 18 months remaining on this grant. A similar baseline and justification is used for the estimated increase on the 92% participation rate.)

In terms of tonnage, this increase amounts to approximately 33 more tons recycled, and 49 more tons organics composted, as well as 3 more tons hazardous waste properly disposed.

RECIPIENT expects to make 46,000 residential contacts, resulting in 2,500 residential participants.

RECIPIENT will use reports from the haulers, track attendance at events, and count newsletters and other pieces distributed to evaluate the task outcomes. Surveys may also be used as appropriate, such as for the Community Yard Sale.

Recipient Task Coordinator: Joan Nelson and Kathleen Edman

Residential Education and Outreach

Deliverables

Number	Description	Due Date
1.1	Q1 & 2 (Jul. - Dec. 2015): Plan new outreach strategy and write service agreement for consultant.	
1.2	Q3 (Jan.- Mar. 2016): Hire consultant; plan outreach programs and printed materials; schedule events. Start advertising for Yard Sale.	
1.3	Q4 (Apr. - Jun. 2016): Ongoing outreach. Community Yard Sale registration in April, create outreach pieces. Yard Sale is first weekend in June. Evaluate progress of program plan.	
1.4	Q5 & 6 (Jul. - Dec. 2016): Ongoing outreach, plus evaluate programs and write 2016 summary.	
1.5	Q7 (Jan. - Mar. 2017): Print and mail outreach pieces. Schedule community events. Start advertising for Community Yard Sale.	
1.6	Q8 (Apr. - Jun. 2017): Community Yard Sale registration in April, create outreach pieces, sale is first weekend in June. Write final report for 2015-2017 tasks.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$19,000.00

Task Title: School Education & Outreach

Task Description:

RECIPIENT will utilize a consultant to support the Auburn School District (ASD)'s continuing hard work to increase their diversion rate. RECIPIENT will provide waste reduction and recycling presentations and worm composting presentations to students. RECIPIENT will also coordinate with the ASD Resource Conservation Manager (RCM) to: coordinate presentations and staff workshops, do lunchtime activities, increase school compostables programs, and promote King County Green Schools and Washington Green Schools programs.

Expected costs include consultant time, outreach printed materials and presentation props.

RECIPIENT is advised to contact its Ecology Financial/Project Manager for prior approval of promotional giveaway items, and for approval of publications prior to printing (see sections 18 and 20 of the General Terms and Conditions.)

Task Goal Statement:

The goal of this task is to increase waste reduction and recycling awareness in Auburn's schools, resulting in effective waste management behaviors both at home and school.

Task Expected Outcome:

Over the two-year grant period, the RECIPIENT expects 1,450 more tons recycled via approximately 450 participating residents (mainly students and staff) from a pool of some 2,200 contacted.

RECIPIENT's outreach consultant will give 10 elementary school and 4 secondary school presentations, but approximately 19 schools will participate in total due to maintenance of programs at other schools.

RECIPIENT will determine the effectiveness of outreach efforts based on solid waste service levels at the schools before and after technical assistance and outreach. Surveys are also given before and after presentations.

Recipient Task Coordinator: Joan Nelson and Kathleen Edman

School Education & Outreach

Deliverables

Number	Description	Due Date
2.1	Q1 & 2 (Jul. - Dec. 2015): Plan new outreach strategy; write service contract for consultant; print student worksheets and surveys; meet with ASD Resource Conservation Manager to plan program.	
2.2	Q3 (Jan. - Mar. 2016): Hire consultant. Update ASD student count and recycling service database; meet with ASD RCM to plan program. Update presentations and student surveys; promote program school staff. Promote and deliver recycling information, classroom presentations, and school tune-ups.	
2.3	Q4 (Apr. - Jun. 2016): Promote and deliver recycling information, classroom presentations, and program tune-ups. Evaluate and write 2015-2016 school year summary.	
2.4	Q5 (Jul. - Sept. 2016): Update ASD student count and recycling service database; write service contract for consultant; print worksheets and surveys; meet with ASD RCM to plan program; update presentations and promotion to principals & teachers.	
2.5	Q6 (Oct. - Dec. 2016): Continue to promote and deliver waste reduction & recycling information and presentations. Write mid-year summary.	
2.6	Q7 & 8 (Jan. - Jun. 2017): Promote and deliver recycling information, classroom presentations, and program tune-ups. Evaluate and write final report for 2015-2017.	

BUDGET

Funding Distribution EG160561

Funding Title: State Building Construction Account (SBCA)
Funding Type: Grant Funding Expiration Date: 06/30/2017
Funding Effective Date: 07/10/2015
Funding Source:

Title: State Building Construction Account (SBCA)
Type: State
CFDA:
Assistance Agreement:
Description:

Recipient Match %: 25
InKind Interlocal Allowed: Yes
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

State Building Construction Account (SBCA)	Task Total
Residential Education and Outreach	\$ 48,108.00
School Education & Outreach	\$ 19,000.00

Total: \$ 67,108.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
State Building Construction Account (SBCA)	25.00 %	\$ 16,777.00	\$ 50,331.00	\$ 67,108.00
Total		\$ 16,777.00	\$ 50,331.00	\$ 67,108.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Indirect costs can be charged at a rate of up to 25% of salaries and benefits.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrcs.gov <http://www.fsrcs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrcs.gov <http://www.fsrcs.gov>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to

approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

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- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and

women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1

through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

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RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

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In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon

availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

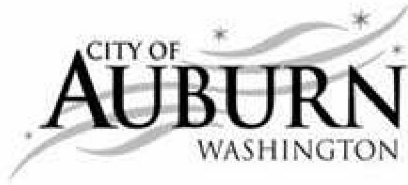
28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5202

Date:

January 13, 2016

Department:

Parks/Art and Recreation

Attachments:

[Resolution No. 5202](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5202.

Background Summary:

The City of Auburn applied for and was successful in receiving a King County Youth Sports Facilities Grant. These funds must be used to increase the opportunity for youth access to outdoor sports and recreation, preferable in low income neighborhoods. Acceptance of this grant of \$75,000, combined with \$50,000 of budgeted Park Improvement Funds will allow for the design and development of the City of Auburn's second Freestyle Soccer Court, to be located at Brannan Park. This grant will allow for the design, acquisition and construction of a Synthetic Surface Freestyle Soccer Court approximate 16 meter by 28 meters in size at Brannan Park.

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

Faber

Meeting Date: January 19, 2016

Item Number: RES.D

RESOLUTION NO. 5 2 0 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR
TO EXECUTE A 2016 YOUTH SPORTS FACILITIES
GRANT CONTRACT BETWEEN THE CITY OF AUBURN
AND KING COUNTY, WASHINGTON

WHEREAS, King County, Washington, manages a Youth Sports Facility Grant Program; and

WHEREAS, the City of Auburn is a public agency which uses its park land and facilities to provide recreational and athletic opportunities to its citizens, including use under 21 years of age; and

WHEREAS, King County has selected the City of Auburn to be awarded a youth sports facilities Grant to assist it in capital improvements for increased recreational opportunities; and

WHEREAS, the City of Auburn is interested in accepting this grant and using it for the purposes provided pursuant to King County's Youth Sports Facility Grant Program, in accordance with the contractual terms associated therewith.

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

Section 1. The Mayor is authorized to execute a 2016 Youth Sports Facilities Grant Contract with King County for in substantial conformity with the document attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

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

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

Dated and Signed this _____ day of _____, 2016

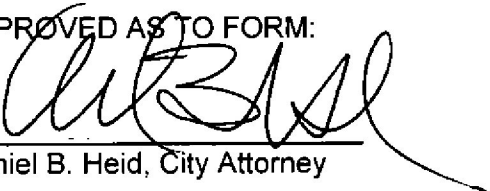
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5202
January 12, 2016
Page 2 of 2



King County

YOUTH SPORTS FACILITIES GRANT CONTRACT – 2016

Department/Division Natural Resources and Parks / Parks Division
Agency: Auburn Parks & Recreation
Project Title: Brannan Park Freegame Court
Contract Amount: \$75,000 Fund Code: 1638
Contract Period From: November 1, 2015 To December 31, 2017
Contract Number: 5808724

THIS CONTRACT is entered into by KING COUNTY (the "County"), and Auburn Parks & Recreation (the "Agency"), whose address is 910 9th Street SE, Auburn, WA 98002,

WHEREAS, King County is the manager of the Youth Sports Facilities Grant (YSFG) Program;

WHEREAS, the Agency is either a public agency or a non-profit organization whose land or facility will provide recreational or athletic opportunities primarily to youth under 21 years of age;

WHEREAS, King County has selected the identified agency to be awarded a Youth Sports Facilities Grant to assist in capital improvements for increased recreational opportunities;

WHEREAS, the Agency and/or landowner whose property will receive these improvements will develop, program, operate, and maintain the facility to address a recreation need in King County;

WHEREAS, King County has the authority under KC Ordinance 10454 to enter into agreements for the use of King County funds by public agencies and/or non-profit organizations to provide a service to the public,

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

1. SCOPE OF SERVICES

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

☒	Scope of Services	Attached hereto as Exhibit I
☒	Budget	Attached hereto as Exhibit II
☒	Invoice Voucher	Attached hereto as Exhibit III
☒	Reporting	Attached hereto as Exhibit IV
☒	Design Documents	Attached hereto as Exhibit V
☒	Insurance Certificate	Attached hereto as Exhibit VI
☒	W-9	Attached hereto as Exhibit VII

2. TERM OF CONTRACT

This Contract shall commence on the 1st day of November, 2015, and shall expire on the 31st day of December, 2017, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

3. PREMISES

This grant project is located at: Brannan Park
and referred to herein as "the Premises."

4. PARTIES

All communication, notices, coordination, and other tenets of this Contract shall be managed by:

On behalf of King County:

Butch Lovelace, YSFG Program Manager
King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855
Email: butch.lovelace@kingcounty.gov
Phone: 206.477.4577

On behalf of:

Daryl Faber
Auburn Parks & Recreation
910 9th Street SE
Auburn, WA 98002
dfaber@auburnwa.gov
(253) 931-3043

5. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Agency for satisfactory completion of the services and requirements specified in this Contract after the agency submits an invoice and all accompanying reports as specified in the attached exhibits. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Agency not more than 30 days after a complete and accurate invoice is received.
- B. The Agency shall submit its final invoice and all outstanding reports within 15 days of the date this Contract expires or is terminated. If the Agency'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 Agency of the amounts set forth in said invoice or any subsequent invoice.

6. OPERATING BUDGET

When a budget is attached hereto as exhibit II, the Agency shall apply the funds received from the County under this Contract in accordance with said budget. If, at any time during the Term of this Contract, the Agency expects that the cumulative amount of transfers among the budget categories, i.e. Project Tasks, may exceed 10% of the Contract amount, then the Agency shall request an amendment to this Contract. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. County approval of any such amendment shall not be unreasonably withheld.

7. COMMUNICATION

The Agency shall recognize King County Parks as a fiscal sponsor for the grant project in the following manner:

- A. **Plaque:** At the time of project completion or dedication, whichever comes first, the Agency shall install on or near the facility a plaque provided by the County that notes King County as a fiscal sponsor.
- B. **Events:** The Agency shall invite and recognize King County Parks at all events promoting the project during construction, and at the final project dedication.
- C. **Community relations:** The Agency shall recognize King County Parks as a fiscal sponsor in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

8. PUBLIC ACCESS; PRIORITY OF USE; SCHEDULING

The Agency shall to the greatest extent reasonably possible make the project available for use by the general public without imposing unreasonable requirements for public use. The Agency shall to the greatest extent reasonably possible give priority of use to persons under the age of twenty-one. Fees for use of the project shall be no greater than those generally charged by public operators of similar facilities in King County. The period of time that the Agency must provide public access and priority of use is based on the level of County funding as set forth below. If the facility is removed from public recreational use before the end of the specified period, then the Agency shall reimburse the County's funding on a pro rata basis, determined by dividing the number of years of lost public use by the total years of required dedication, multiplied by the total County grant amount.

By way of example only, if the County makes a \$10,000 grant to Agency X, then the agency's project must be dedicated to public use and priority of use by youth for 5 years. If Agency X eliminates public access to the project after 3 years, such that 2 years of public access and youth priority are lost, then Agency X must repay the County \$4,000 ($2/5 * 10,000 = \$4,000$).

Range of County Grant	Required Period of Dedicated Public Use/Youth Priority
0-\$14,999	5
\$15,000-\$29,999	8
\$30,000-\$49,999	12
\$50,000-\$75,000	15

If the completed project is subject to scheduling or reservation for use, then the Agency shall post the use schedule and the Agency's scheduling or reservation policies, practices, and information in a highly visible location near the project and/or on their website; and the Agency shall permit the public to schedule or reserve use of the completed project consistent with the requirements of this section 8.

Agency's duties under this section 8 will survive the expiration or earlier termination of this contract.

9. GREEN BUILDING

King County is committed to promoting and using green building practices in construction projects. Though not required, King County strongly encourages practices that conserve resources, use recycled content materials, maximize energy efficiency, and otherwise consider environmental, economic and social benefits in the design and construction of a building project.

10. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

11. MAINTENANCE OF RECORDS

- A. The Agency 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. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Contract unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

12. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Agency with regard to this Contract, and, at its sole discretion, to inspect or audit the Agency's records regarding this Contract and the Project upon reasonable notice during normal business hours.

13. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Contract.

14. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.
- B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

15. TERMINATION

- A. The County may terminate this Contract in whole or in part, with or without cause, at any time during the Term of this Contract, by providing the Agency ten (10) days advance written notice of the termination.
- B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.
- C. Any King County obligations under this Contract beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Contract will terminate automatically at the close of the current appropriation year.

16. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Contract. The Agency understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the construction, operation, maintenance, or use of the project contemplated herein.

17. HOLD HARMLESS AND INDEMNIFICATION

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Contract, or the Agency's exercise of rights and privileges granted by this Contract, except to the extent of the County's sole negligence. The Agency's obligations under this section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;
- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Contract, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance or failure to perform the rights and privileges granted under

this Contract, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Contractor or Subcontractor Agreements entered into by Agency in conjunction with this Contract.

Agency's duties under this section 17 will survive the expiration or earlier termination of this contract.

18. INSURANCE

- A. Liability Insurance Requirements. Notwithstanding any other provision within this Contract, the Agency shall procure and maintain the following Minimum Limits of Insurance and shall require their contractors to procure and maintain:
1. Commercial General Liability. (to include Products-Completed Operations) insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Contract. General liability insurance shall be as broad as that provided by Commercial General Liability "occurrence" form CG0001 (Ed. 11/85).

The insurance limits shall be no less than One Million dollars (\$1,000,000) combined single limit per occurrence and Two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage
 2. Automobile Liability. Insurance Services form number CA 00 01 (Ed. 1/80) any auto. If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million dollars (\$ 1,000,000) per occurrence.
 3. Workers Compensation/Stop Gap. If the recipient or its contractors has employees, parties shall provide Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million dollars (\$1,000,000)
 4. Professional Liability. If the grant includes the use of Professional Services, a Per Claim/Aggregate Limit of \$ 1,000,000 shall be provided.
- B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than \$ 5,000.00 in value, the Agency shall provide "All Risk" Builders Risk or Property" coverage for the full replacement value of the project/property built/purchased. King County shall be listed as a Loss payee as our interests may appear.
- C. King County and its officers, officials, employees and agents shall be covered as additional insured with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.
- D. To the extent of the Agency's or its contractor's negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance and shall not benefit their in any way.

The Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.

- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.
- F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best's rating of no less than A VIII. The Agency must provide a Certificate of Insurance and Additional Insured Endorsement to the (Exhibit VII), and upon written request of the County, provide a duplicate of the policy as evidence of insurance protection. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.
- G. 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 certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.
- H. The Agency's duties under this section 18 shall survive the expiration or earlier termination of this Agreement. The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in section 8, the Agency shall maintain insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this section 18.

19. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Nondiscrimination in Employment

During performance of this 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.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake 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. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their 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.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.

3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- H. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

21. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

22. 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.

23. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and the Agency, the Agency shall be responsible to operate and maintain the completed project at its own sole expense and risk. The Agency shall maintain the completed project in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the project in any way.
- B. The Agency shall be responsible for all property purchased pursuant to this Contract, including the proper care and maintenance of any equipment.
- C. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Contract funds.
- D. The Agency's duties under this section 23 shall survive the expiration of this Agreement.

24. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

- A. In writing; and
- B. Directed to the person specified in Section 4 of this Contract.
- C. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall not be a sufficient form of notice under this Contract.
- D. Either party may change its address, fax number or the name of the person indicated as the recipient by notice to the other in the manner aforesaid. In the event of interruption or threatened interruption in postal service, such notice shall be delivered addressed as aforesaid or sent by fax.

25. ASSIGNMENT

The Agency shall not assign any portion of rights and obligations under this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

26. CONTRACT AMENDMENTS

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

27. WAIVER OF DEFAULT

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.

28. TAXES

The Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and the Agency will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Contract is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Contract will be brought in King County Superior Court, King County, Washington.

30. PARAGRAPH HEADINGS

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Contract or in any manner to define, limit, or describe the scope or intent of this Contract or the particular paragraphs to which they refer.

31. PUBLIC DOCUMENT

This Contract will be considered a public document and will be available for inspection and copying by the public.

32. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Contract will not be construed as creating a partnership or joint venture. Nothing in this Contract will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

33. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

34. **PERMITS AND LICENSES**

The Agency will obtain and maintain, at its own and sole costs and expense, all necessary permits, licenses and approvals required for the Project.

35. **INTERPRETATION OF COUNTY RULES AND REGULATIONS**

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

36. **POLICE POWERS OF THE COUNTY**

Nothing contained in this Contract will diminish, or be deemed to diminish, the governmental or police powers of the County.

37. **ENTIRE AGREEMENT**

This Contract, including its attachments, constitutes the entire Contract between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

AGENCY: _____

FOR

King County Executive

Signature



Date

NAME (Please type or print), Title

Date



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5205

Date:

January 12, 2016

Department:

Administration

Attachments:

[Resolution No. 5205](#)

[Resolution No. 6588](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to adopt Resolution No. 5205.

Background Summary:

The preparation of an annual action plan is required by the U.S. Department of Housing and Urban Development (HUD) in order for the City to receive federal funds under the Community Development Block Grant (CDBG) program. The 2016 Action Plan outlines proposed expenditures to implement the City's Consolidated Plan. It identifies federal and local funds expected to be available, indicates the activities on which they will be spent, and sets goals for the number and type of services expected to be provided. The City of Auburn anticipates that in 2016 approximately \$519,144 of CDBG funds will be available for projects that are consistent with federal regulations and the objectives and policies of Auburn's Consolidated Housing and Community Development Plan. In 2016 the CDBG funds will be combined with approximately \$550,000 of General Funds to create a total Human Services budget of approximately \$1,069,144. A public notice and brief description about the 2016 Action Plan was published in the Seattle Times. On January 19, 2016, the City Council will hear public testimony about the Plan. The deadline to submit written comments is January 19, 2016. The final draft of the 2016 Action Plan will be prepared and sent to HUD after City Council adoption.

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

Hinman

Meeting Date: January 19, 2016

Item Number: RES.E

RESOLUTION NO. 5205

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, ADOPTING THE
2016 COMMUNITY DEVELOPMENT BLOCK GRANT
ACTION PLAN FOR THE CONSOLIDATED PLAN
YEARS 2015-2019**

WHEREAS, the City of Auburn was designated as an entitlement community by the U.S. Department of Housing and Urban Development (HUD) for its Community Development Block Grant (CDBG) Program; and

WHEREAS, the primary objective of the Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-income and moderate-income; and

WHEREAS, to be eligible for funding, the City of Auburn must annually update the action plan for its Consolidated Plan that serves as a federally required planning document to guide the City of Auburn's human service and community development efforts; and

WHEREAS, the planning process to develop the Consolidated Plan involved citizen participation and guidance from non-profit and governmental agencies serving low income residents in the community; and

WHEREAS, the City Council of the City of Auburn heard and considered public comment about its proposed 2016 Action Plan.

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

Section 1. Pursuant to the provisions of 24CFR91, the City hereby adopts the 2016 Action Plan for the Consolidated Plan for Years 2015-2019.

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

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

Dated and Signed this _____ day of _____, 2016.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

Each year the City of Auburn executes specific actions to implement the goals and strategies of the Consolidated Plan for Years 2015-2019. Actions that will be undertaken in 2016 are outlined in this Annual Action Plan.

The City of Auburn anticipates the receipt of approximately \$519,114 in Community Development Block Grant (CDBG) funds in 2016. Auburn's CDBG funds will be combined with approximately \$550,000 of General Funds which totals the City's Human Services budget. Human Services oversees and is responsible for providing and managing financial resources to more than 30 non-profit agencies that serve the Auburn community, administering the local housing repair program, and developing collaborations among community partners to strengthen the response to residents in need.

The 2016 Action Plan proposes to allocate \$77,500 of CDBG funds to public services. Most of those funds (\$62,500) will be used to provide dental and medical care to uninsured, low-income Auburn residents and \$15,000 for employment training.

Approximately \$100,000 of the CDBG funds will be allocated to program administration, which includes planning. The remaining \$341,164 will be allocated to housing repair (\$249,500), economic development (\$40,000), and support of youth outreach (\$51,644).

The City of Auburn is committed to focusing more on achieving solutions to recurring social problems and achieving a greater collaboration among service providers. Overall the implementation of the 2015 Action Plan is progressing as planned and most of the activities listed are underway.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

With the overall goal of reducing the number of people living in poverty within the city of Auburn, the following objectives and outcomes will be employed:

1. Support the development and preservation of affordable housing rental and ownership

2. Support job training activities as part of an anti-poverty strategy
3. Support low- and moderate-income neighborhoods, and populations with economic and neighborhood development activities, including physical infrastructure
4. Support accessibility to affordable health care

To accomplish these outcomes and objectives, the City invests in programs that meet the community basic needs, increase self-sufficiency, provide economic opportunity and develop a safe community.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the past year Auburn has accomplished significant achievement in its programs and impacted the lives of thousands of residents. In 2015 alone, projects funded by the City completed the following:

- Over 18,000 low-income residents in Auburn received free meals through emergency food programs, food banks and hot meals sites.
- Over 40 Auburn residents received shelter for over 2,700 nights.
- Over 10,000 Auburn residents received free medical and/or dental care.
- Over 40 senior and/or disabled homeowners received housing repair services.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Drafts of the Consolidated Plan were made available for public review on the King County website and notices of its public view were sent out to multiple community partners through email and other vehicles of communication.

In addition to the availability of public view, informal gatherings were coordinated to allow citizens to come and provide feedback based on the draft.

The City of Auburn in conjunction with the Consortium consulted with multiple public and private agencies during the development of the Consolidated Plan. Agencies that participated in consultations included: the King County Housing Authority, King County All Home, other government human service providers and nonprofit agencies delivering services in Auburn and the subregion.

In addition to conducting consultations during the development of the plan, the City of Auburn collaborates and works closely with numerous coalitions, committees and government entities.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

The City of Auburn will continue to use all of its funds to support residents of low/moderate incomes while maintaining a focus on underserved and special populations.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	AUBURN	
CDBG Administrator		
ESG Administrator		

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Auburn consulted with multiple public and private agencies during the development of the Action Plan. Agencies that participated in consultations included: the King County Department of Community and Human Services, nonprofit agencies delivering services in Auburn and the subregion and King County All Home.

In addition to conducting consultations during the development of the plan, the City of Auburn collaborates and works closely with numerous coalitions, committees and government entities throughout the duration of the plan in efforts to enhance strategies and systems to meet established goals and objectives of the plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Auburn works closely with partnering King County jurisdictions, public housing authorities and health providers to develop systems in order to improve the quality of service and access for low-income residents as well as the community as a whole within the city and throughout the region. Additionally, the City participates in monthly meetings with King County Community and Human Services, Public Health King County, Valley Cities, the Multi-Service Center and King County Housing Authority to review program progress and delivery of services funded through regional efforts. This group has worked collaboratively to fund a full-time position to address housing and homeless related issues in the South King County region.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In coordination with the King County CoC, Auburn supported funding programs such as the Valley Cities Landing, Auburn Youth Resources Severson House and the YWCA Auburn Transitional Housing Program. All programs provide housing and supportive services to homeless persons (including homeless veterans, families, chronically homeless individuals and unaccompanied youth).

Coordinating the CoC is critical to our region's implementation of the King County All Home ten year strategic plan on homelessness which in turn will help homeless persons meet three goals:

- achieve residential stability
- increase their skill levels and/or incomes

- strengthen their ability to influence decisions that affect their lives

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

All projects receiving CoC funding are required by HUD to apply for support through a local Continuum of Care. For King County, the Continuum of Care encompasses programs and activities within the borders of King County. Each continuum sets funding priorities and need for its community. The King County CoC priorities are set by All Home King County. Auburn staff contributes to the CoC by working collaboratively with All Home on efforts for King County to ensure coordination efforts between the two entities.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	KING COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Auburn consulted with all types of organizations that primarily serve the populations focused on in the Action Plan and implemented programs that addressed the greatest need in the community.

The only types of organizations not consulted with were corrections facilities and homeless shelters. The rationale for not consulting with these facilities is that the City does not host either type of organization in the region.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	King County	The goals of Auburn's Strategic Plan overlap with the goals of the CoC to address the needs of homeless residents in the community and reduce the risk of homelessness.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen participation plays a crucial role in the success of the City's Annual Action Plan. The goals are to hear the community's feedback and recommendations on how CDBG funds should be invested and how services can coordinate to achieve the greatest impact.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1, 2)

Introduction

The City of Auburn anticipates funding for the duration of the Consolidated Plan from

- CDBG
- City of Auburn General Fund allocation for Community Services

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	519,114	0	0	519,114	2,076,456
General Fund	public - local	Public Services	500,000	0	0	500,000	2,000,000

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

Annual Action Plan
2016

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matching requirements will be satisfied

The City of Auburn relies on CDBG funds to support community and economic development projects and activities in efforts to support low- to moderate-income populations become self-sufficient and sustain affordable housing. However, CDBG funds are not the only source of funds the City uses to support community projects and activities. The City's general funds are used to support community projects in addition to CDBG funds.

CDBG funds do not require matching funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

The City of Auburn will use CDBG funds to support all eligible projects and activities that align with CDBG guidelines and regulations.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Ensure a Suitable Living Environment	2015	2019	Non-Housing Community Development		Homeless Prevention and Intervention Economic Opportunity	CDBG: \$66,664	Public service activities other than Low/Moderate Income Housing Benefit: 15 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 55 Households Assisted
2	End Homelessness	2015	2019	Homeless		Homeless Prevention and Intervention	CDBG: \$62,500	Homeless Person Overnight Shelter: 5 Persons Assisted Homelessness Prevention: 30 Persons Assisted
3	Ensure Decent, Affordable Housing	2015	2019	Affordable Housing Public Housing		Affordable Housing Development and Preservation Neighborhood Revitalization	CDBG: \$289,950	Public service activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted Homeowner Housing Rehabilitated: 55 Household Housing Unit
4	Planning and Administration	2015	2019	Planning and Administration			CDBG: \$100,000	

Table 6 - Goals Summary

Annual Action Plan
2016

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Goal Descriptions

1	Goal Name	Ensure a Suitable Living Environment
	Goal Description	
2	Goal Name	End Homelessness
	Goal Description	
3	Goal Name	Ensure Decent, Affordable Housing
	Goal Description	
4	Goal Name	Planning and Administration
	Goal Description	

Table 7 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

Auburn's Annual Action Plan provides descriptions of proposals of how funds will be prioritized to achieve goals identified in the Consolidated Plan. Projects funded by the City will address the priority needs of providing assistance to prevent homelessness, ensure affordable housing and a suitable living environment. Projects and programs are selected through a competitive application process to ensure optimal quality services are provided to the community in use of the funds.

#	Project Name
1	HOUSING REPAIR
3	ADMINISTRATION
4	HEALTHPOINT
5	Employment Training Program
6	Youth Outreach Center
7	GRC SMALL BUSINESS ASSISTANCE

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocations proposed are based on the assessment of Auburn's needs, the resources available in the region, the availability of other funds also focusing on needs, and the purpose of Consolidated Plan funds.

Should CDBG revenues exceed the proposed amount, the additional resources shall be allocated in accordance to the following guidelines:

- Fill gaps in human services primarily healthcare, homeless prevention and intervention and affordable housing accessibility.
- Increase funding for physical development activities including housing, community facilities and economic development.

If increases are not significant enough to enhance projects or activities funds may be placed in contingency for programming later in the year or the following program year.

Should CDBG revenues come in lower than anticipated, the City will continue with its planned policy and to the extent allowed reduce funding allocations in physical development projects and administrative activities. Public service project funds will not be decreased.

Should CDBG revenues come in less than originally proposed, the City will continue managing the programs with decreased resources to the extent possible and reduce funding allocations

in administrative activities and not public services.

If exceeded revenues are not significant enough to enhance or fund a project, funds may be placed in contingency for programming later in the year or in the next program year.

AP-38 Project Summary

Project Summary Information

1	Project Name	HOUSING REPAIR
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Affordable Housing Development and Preservation Neighborhood Revitalization
	Funding	CDBG: \$249,950
	Description	Maintain the affordability of decent housing for very low-income Auburn residents by providing repairs necessary to maintain suitable housing for 55 Auburn homeowners, including 30 homeowners who are senior citizens and 5 homeowners who lack safe access in or out of their homes due to physical disabilities or impairment.
	Target Date	
2	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Activities include minor home repairs.
	Project Name	ADMINISTRATION
	Target Area	
	Goals Supported	

3	Needs Addressed	
	Funding	CDBG: \$100,000
	Description	General administration and project management
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
	Project Name	HEALTHPOINT
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment End Homelessness
	Needs Addressed	Homeless Prevention and Intervention Neighborhood Revitalization
	Funding	CDBG: \$62,500
	Description	Create a suitable living environment by making the availability of health care available to 235 or more low-income, Auburn residents by allocating \$62,500 to HealthPoint for the operation of its clinic in Auburn. This project is a public service.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	
4	Project Name	Activities include medical and dental services to residents of Auburn.
	Target Area	Employment Training Program
	Goals Supported	Ensure a Suitable Living Environment End Homelessness
	Needs Addressed	Homeless Prevention and Intervention Economic Opportunity
	Funding	CDBG: \$15,000
	Description	Create economic opportunities by providing training to approximately 15 very low-income Auburn residents so that at least half of them can find and sustain a job. This project is a public service.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
5	Location Description	
	Planned Activities	Planned activities include employment assistance to Auburn residents.
	Project Name	Youth Outreach Center
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$51,664
	Description	Create a suitable living environment by making available a youth center for Auburn's residents.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Activities intended to be provided at the Community Center include but are not limited to: recreational activities, health, fitness and wellness programs, art, craft and music, community education, specialty classes, expanded youth and pre-school programs
6	Project Name	GRC SMALL BUSINESS ASSISTANCE
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$40,000
	Description	Create economic opportunities by providing the availability and access to counseling and training for approximately 25 Auburn residents who are either trying to sustain or create a small business and collectively generate 10 or more jobs.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Business classes and other supportive assistance for business owners in Auburn to create or expand small businesses.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Auburn intends on distributing funds throughout the jurisdiction.

Geographic Distribution

Target Area	Percentage of Funds

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

n/a

Discussion

Due to the fact that areas of low-income and minority concentrations are dispersed throughout all of Auburn, the City intends on investing throughout the entire jurisdiction to ensure that all populations throughout the region have access to beneficial programs and housing opportunities.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Auburn will continue to work with service providers throughout the region in coordination to develop systems and strategies to promote their efforts in providing optimal, easily accessible services. The City will work to reduce the number of families in poverty, sustain relationships with employment training agencies, and work to preserve the affordable housing stock in our community.

Actions planned to address obstacles to meeting underserved needs

By establishing a strong foundation of networks between local service providers, stakeholders and government agencies through committees and coalitions, the City will work in partnership to address obstacles and ameliorate barriers to meeting underserved needs. The collaborated organizations will develop detailed strategic plans that will delegate tasks, build systems and ongoing assessment of service delivery.

Actions planned to foster and maintain affordable housing

The City will continue to maintain the affordability of decent housing for low-income Auburn residents by allocating \$249,950 of CDBG funds to the City's Housing Repair Program. The program provides emergency repairs necessary to maintain safe housing for up to 55 Auburn homeowners, many of whom are senior citizens and/or are experiencing barriers safely accessing their homes due to physical disabilities or impairment.

In addition to Auburn's Housing Repair program, the City will maintain affordable housing by continuing to engage and partner with coalitions, committees and other government agencies to integrate and enhance efforts on the issue.

Actions planned to reduce lead-based paint hazards

The City of Auburn will continue to implement U.S. Department of Housing & Urban Development (HUD) regulations to protect residents from lead-based paint hazards in housing that is financially assisted by the federal government. The requirements apply only to housing built prior to 1980, the year lead-based paint was banned nationwide for consumers.

Actions planned to reduce the number of poverty-level families

The City of Auburn's actions planned to reduce the number of poverty- level families include but are not limited to:

- Supporting programs and maintaining relationships with Auburn schools

- Allocating more than \$15,000 to employment and training programs
- Allocating more than \$60,000 to emergency assistance and basic need programs such as food, financial assistance, clothing and healthcare
- Participate and partner with coalitions, committees and agencies that provide anti-poverty services to develop and enhance strategies and efforts to reduce poverty level families
- Allocate more than \$45,000 to emergency shelters and transitional housing programs

Actions planned to develop institutional structure

The City's planned actions to address the gaps and weaknesses identified in the strategic plan include:

- Addressing the gaps in veterans services by working closely with regional veteran service providers, the WDVA, Seattle King County Veterans Consortium and the King County Veterans Program to consolidate and improve accessibility and visibility of veteran supportive programs. In 2014 the City of Auburn hired its first Veterans and Human Services Coordinator and Veteran Service AmeriCorps member to address these needs with an end goal of establishing a One Stop Center to support current veterans as well as veterans who will be entering civilian life in the near future.
- Maintaining partnerships with and participating in the South King County Homeless Coalition, All Home King County and other regional human service providers, coalitions and committees who address homeless issues. The City will also continue to work collaboratively with partnering organizations and groups to integrate and enhance services to provide optimal services to individuals and families currently experiencing or at risk of homelessness. In addition the City will allocate more than \$45,000 to emergency shelters and transitional housing and more than \$60,000 to emergency services such as food, financial assistance, clothing and healthcare.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Auburn has heavily contributed to and intends to continue cultivating relationships between public and private housing and social service agencies. In addition the City will continue to participate in collaborations with the South King County Homeless Forum, the South King County Council of Human Services, King County Housing Development Consortium and the Seattle-King County Joint Planners Meeting.

Discussion

The expressed goal of the City's Consolidated Plan is to reduce the number of people living in poverty within Auburn. The City intends to give funding priority to programs that in addition to complying with federal regulations and address a priority outlined in the Consolidated Plan are consistent with all of the goals and objectives identified.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Auburn will use all CDBG funds to support projects and activities benefiting low- and moderate-income residents. The full allowable amount of funds will be used for Public Services and Planning and Administration with the remaining balance intended for housing rehab services and economic development.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-incomes. Overall Benefit - a consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- and moderate-incomes. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

The City of Auburn will continue to use all of its funds to support residents of low/moderate incomes while maintaining a focus on underserved and special populations.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5206

Date:

January 13, 2016

Department:

Administration

Attachments:

[Resolution No. 5206 & Fact Sheet](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5206.

Background Summary:

RCW 42.17A.555 authorizes city councils to take collective action regarding ballot measures appearing before the voters so long as the action is taken at a public meeting, the intended action is identified on the agenda and where the opportunity for opposing views is given to attendees at the public meeting .

The Auburn School District has placed a measure before the voters on the February 9, 2016 ballot, Proposition 1 . Proposition 1 is a replacement levy that the District says is essential to maintain current educational programs and services for all children including instructional programs, special education, athletics and activities, transportation, counselors, nurses, and maintenance and custodial services .

In light of the value and the benefits to the citizens of Auburn that the Auburn School District be able to continue to provide a high-quality education to the students in the District, it is appropriate that the City Council support this ballot measure as permitted pursuant to RCW 42.17A.555.

Reviewed by Council Committees:

Other: Committee of the Whole

Councilmember: Backus

Staff: Mayor Backus

Meeting Date: January 19, 2016

Item Number: RES.F

RESOLUTION NO. 5 2 0 6

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, SUPPORTING
THE AUBURN SCHOOL DISTRICT'S EDUCATIONAL
PROGRAM AND OPERATIONS REPLACEMENT
LEVY**

WHEREAS, the Auburn School District has placed a measure before the voters on the February 9, 2016 ballot, Proposition 1; and

WHEREAS, Proposition 1 is a replacement levy that the District sees as essential to maintain current educational programs and services for all children including instructional programs, special education, textbooks and supplies, athletics and activities, transportation, counselors, nurses, and maintenance and custodial services. This replacement levy is not a new tax. It replaces the expiring 2016 levy and is required to maintain current instructional programs and services; and

WHEREAS, RCW 42.17A.555 (a copy of which is appended hereto) authorizes city councils to take collective action regarding ballot measures appearing before the voters so long as the action is taken at a public meeting, the intended action is identified on the agenda and where the opportunity for opposing views is given to attendees at the public meeting; and

WHEREAS, in light of the value and the benefits to the citizens of Auburn that the Auburn School District be able to continue to provide a high-quality education to the students in the District, it is appropriate that the City Council support this ballot measure as permitted pursuant to RCW 42.17A.555.

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

Section 1. That the City Council supports Auburn School District Proposition 1, its Educational Program and Operations Replacement Levy, coming before the voters at the February 9, 2016 election.

Section 2. That the Mayor is hereby authorized to take such administrative action as may be necessary and/or appropriate to carry out the directives of this legislation.

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

Dated and Signed this _____ day of _____, 2016.

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

42.17A.555 Use of public office or agency facilities in campaigns—Prohibition—Exceptions.

No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency. However, this does not apply to the following activities:

(1) Action taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer districts, and water districts, to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;

(2) A statement by an elected official in support of or in opposition to any ballot proposition at an open press conference or in response to a specific inquiry;

(3) Activities which are part of the normal and regular conduct of the office or agency.

(4) This section does not apply to any person who is a state officer or state employee as defined in RCW 42.52.010. [2010 c 204 § 701; 2006 c 215 § 2; 1979 ex.s. c 265 § 2; 1975-'76 2nd ex.s. c 112 § 6; 1973 c 1 § 13 (Initiative Measure No. 276, approved November 7, 1972). Formerly RCW 42.17.130.]

**Educational Program and Operations
Replacement Levy
INFORMATION FACT SHEET
Election February 9, 2016—Please
remember to vote
www.auburn.wednet.edu/2016levy**



The Auburn School District Board of Directors has set an Educational Program and Operations Replacement Levy for Tuesday, February 9, 2016. The levy is a four-year levy and replaces the expiring 2012 Educational Program and Operations levy. It provides funding for educational programs, transportation, special education, maintenance and custodial services, and all athletics and activities.

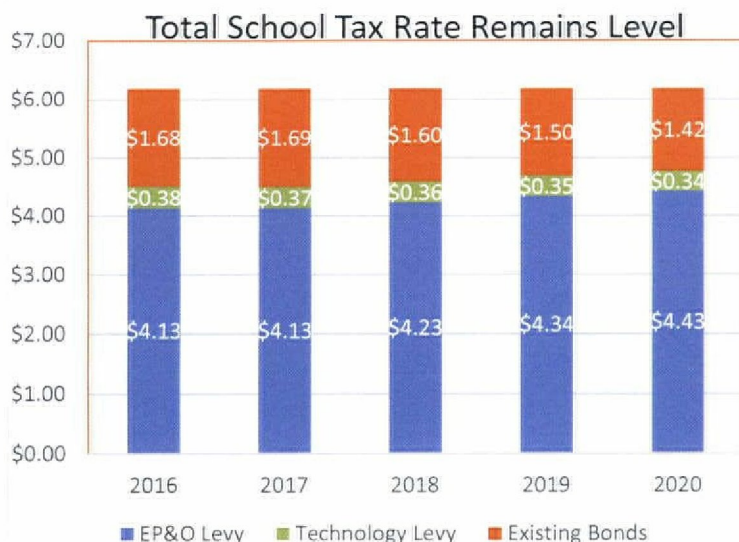
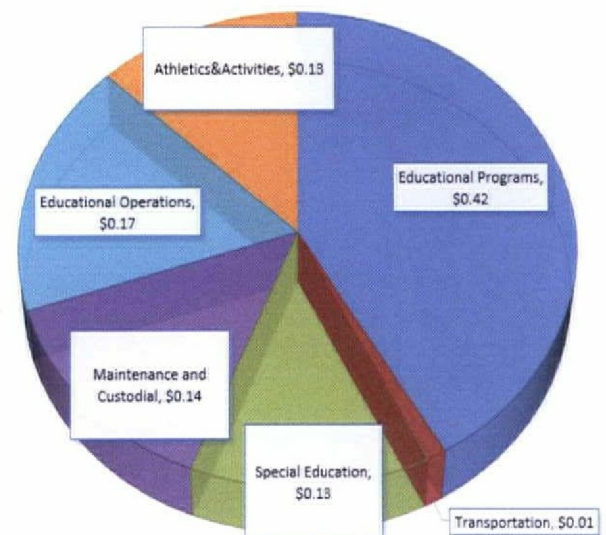
The levy provides:

- Additional teachers and staffing for career and technical education offerings; gifted/honors/Advanced Placement programs; English Language Learner programs.
- Textbooks, classroom equipment, school supplies, library books, teacher training, etc.
- All athletics, coaches and athletic equipment.
- All activities advisors, drama, band, orchestra and musical instruments, etc.
- Transportation costs for special education and athletics; mechanics, fuel, bus maintenance, bus drivers, etc.
- Utilities, building maintenance, grounds care, custodial services, printing, etc.
- A portion of special education services.

No Increase in Total School Tax Rate—Rates Remain Level

With the passage of this replacement levy, local taxpayers' projected school tax rate will remain level at \$6.19/\$1,000 of assessed valuation.

HOW IS A REPLACEMENT LEVY DOLLAR SPENT?



Projected Replacement Levy Amounts

Collection Year	Levy Amount	Estimated Rate per \$1,000 of Assessed Value
2017	\$40.7 million	\$4.13
2018	\$43 million	\$4.23
2019	\$45.4 million	\$4.34
2020	\$47.75 million	\$4.43

King and Pierce County conduct all elections through mail-in ballots only. For voter registration visit www.kingcounty.gov/elections or in Pierce County www.co.pierce.wa.us/elections.

Special exemption: Anyone 61 years of age or older or those who are 100% disabled from work may be exempt from voted levies and bonds. For more information email levy2016@auburn.wednet.edu or call 253-931-4930.