



**City Council
Regular Meeting
February 3, 2025 - 7:00 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

PUBLIC PARTICIPATION

- A. The Auburn City Council Meeting scheduled for Monday, February 3, 2025, at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

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

To listen to the meeting by phone or Zoom, please call the number below or click the link:

Telephone: 253 205 0468

Toll Free: 888 475 4499

Zoom: <https://us06web.zoom.us/j/84998814012>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. Black History Month
Mayor Backus to proclaim February 2025 as "Black History Month" in the City of Auburn

APPOINTMENTS

- A. Transportation Advisory Board
City Council to approve the appointment of Lori-Ann Black to the Transportation Advisory Board, for the American with Disabilities (ADA) position, for a three-year term expiring December 31, 2027

(RECOMMENDED ACTION: Move to approve the appointment of Lori-Ann Black to the Transportation Advisory Board, for the American with Disabilities (ADA))

position, for a three-year term to expire December 31, 2027.)

AGENDA MODIFICATIONS

AUDIENCE PARTICIPATION

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

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

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

Please mail written comments to:

City of Auburn

Attn: Hannah Scholl, Acting City Clerk

25 W Main St

Auburn, WA 98001

Please fax written comments to:

Attn: Hannah Scholl, Acting City Clerk

Fax number: 253-804-3116

Email written comments to: publiccomment@auburnwa.gov

If an individual requires accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request accommodation to be able to provide a remote oral comment by contacting the City Clerk's Office in person, by phone (253) 931-3039, or by email (publiccomment@auburnwa.gov).

CORRESPONDENCE

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 from the January 13, and January 27, 2025, Study Session Meetings
- B. Minutes from the January 21, 2025, City Council Meeting
- C. Claims Vouchers (Thomas)
Claims voucher list dated January 29, 2025 which includes voucher numbers 478800 through voucher 478947, in the amount of \$3,103,941.50, one electronic fund transfer in the amount of \$200.00 and three wire transfers in the amount of \$884,055.61
- D. Payroll Voucher (Thomas)
Payroll check numbers 539641 through 539646 in the amount of \$685,821.75, electronic deposit transmissions in the amount of \$2,594,722.71, for a grand total of \$3,280,544.56 for the period covering January 16, 2025 to January 29, 2025

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

- A. Ordinance No. 6962 (Gaub)
An Ordinance granting to City of Kent, a Washington Municipal Corporation, a Franchise for Water Facilities

(RECOMMENDED ACTION: Move to approve Ordinance No. 6962.)

- B. Ordinance No. 6971 (Whalen)
An Ordinance relating to the time period to correct Code Violations, and amending Section 1.25.030.A.2 of the Auburn City Code

(RECOMMENDED ACTION: Move to approve Ordinance No. 6971.)

RESOLUTIONS

- A. Resolution No. 5803 (Thomas)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2025 Local Hazardous Waste Management Program and to accept and expend Program Grant Funds

(RECOMMENDED ACTION: Move to adopt Resolution No. 5803.)

- B. Resolution No. 5806 (Whalen/Gaub)
A Resolution authorizing the Mayor to execute an amendment to the Auburn Municipal Airport Land Lease with Cascade Helicopter Services relating to the implementation of the 2025 Fair Market Value Lease Rate Adjustment and other Terms

(RECOMMENDED ACTION: Move to adopt Resolution No. 5806.)

- C. Resolution No. 5810 (Krum)
A Resolution approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee and authorizing the Mayor to execute an agreement between the City of Auburn and the Auburn Area Chamber of Commerce for the purpose of Tourism and Marketing Services

(RECOMMENDED ACTION: Move to adopt Resolution No. 5810.)

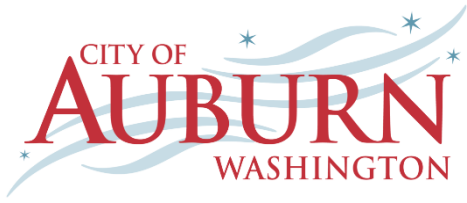
MAYOR AND COUNCILMEMBER REPORTS

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

- A. From the Council
B. From the Mayor

ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office and on the City website (<http://www.auburnwa.gov>).



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the January 13, and January 27, 2025, Study Session Meetings

Meeting Date:

February 3, 2025

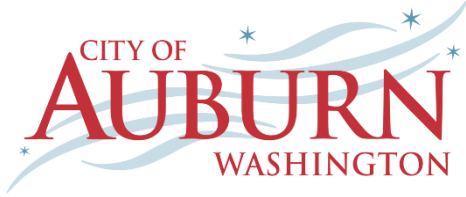
Department:

City Council

Attachments:

01-13-2025 Minutes, 01-27-2025 Minutes

Budget Impact:**Administrative Recommendation:****Background for Motion:****Background Summary:****Councilmember:****Staff:**



**City Council
Study Session
January 13, 2025 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Cheryl Rakes, Hanan Amer, Kate Baldwin, Clinton Taylor, Tracy Taylor, and Yolonda Trout-Manuel. Councilmember Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Senior City Staff Attorney Taryn Jones, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Daryl Faber, Right-of-Way Specialist Amber Olds, and Acting City Clerk Hannah Scholl.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. Auburn Symphony Orchestra – 2024 Annual Report (Faber) (20 Minutes)

Rachel Perry, AJ VanderPol, and Kevin Paustian with the Auburn Symphony Orchestra provided Council with a presentation on the 2024 Annual Report including highlights from 2023 and 2024, upcoming events for 2025, funding, community engagement, programs, and the Carnegie Library.

Council discussed Les Gove Park events, concerts, and community engagement.

AGENDA ITEMS FOR COUNCIL DISCUSSION

- A. Ordinance No. 6962 (Gaub) (5 Minutes)
An Ordinance granting to City of Kent, a Washington Municipal Corporation, a Franchise for Water Facilities

Specialist Olds provided Council with an overview of Ordinance No. 6962 including the City of Kent's Water Service Area, requirements, and the Public Hearing process.

- B. Ordinance No. 6965 (Whalen) (5 Minutes)
An Ordinance relating to the burden of proof in Dangerous Dog Appeals, and amending section 2.46.120 of the Auburn City Code

Senior City Staff Attorney Jones provided Council with an overview of Ordinance No. 6965 including compliance.

Council discussed dangerous dog incidents, definitions of Potentially Dangerous and Deemed Dangerous, and dog signage requirements.

- C. Ordinance No. 6966 (Whalen) (5 Minutes)
An Ordinance relating to bases for eviction from rental housing, and repealing section 5.23.070 of the Auburn City Code

Senior City Staff Attorney Jones provided Council with an overview of Ordinance No. 6966 including State laws.

Council discussed resources for landlords, and notifications to the community.

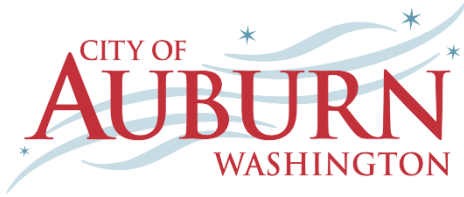
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:59 p.m.

APPROVED this 3rd day of February 2025.

CHERYL RAKES, DEPUTY MAYOR

Hannah Scholl, Deputy City Clerk



**City Council
Study Session
PW & CD Special Focus Area
January 27, 2025 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Cheryl Rakes, Hanan Amer, Clinton Taylor, Tracy Taylor, and Yolonda Trout-Manuel. Councilmember Kate Baldwin arrived at 5:31 p.m., and Councilmember Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Samuel Betz, Director of Community Development Jason Krum, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Economic Development Manager Jenn Francis, Economic Development Coordinator Emerson Folker, Senior Project Engineer Matt Larson, Senior Project Engineer Jeffrey Bender, Real Estate Manager Josh Arndt, Airport Manager Tim Mensonides, and Deputy City Clerk Rebecca Wood-Pollock

AGENDA MODIFICATIONS

There were no modifications to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

- A. Economic Development - 2024 Year in Review (Krum) (45 Minutes)

This portion of the meeting was Chaired by Councilmember T. Taylor, Chair of

the Public Works & Community Development Special Focus Area.

Manager Francis and Coordinator Folker provided Council with a presentation on the Economic Development 4th Quarter Update including an overview of time spent, business outreach and visits, local events, and the Economic Development website.

Kristina Driessen with the Downtown Auburn Cooperative (DAC) provided Council with a presentation on an overview of the DAC, including its purpose, an overview of the Business Improvement Area Board (BIA), downtown revitalization projects, local events, goals for the future, and their mascot "Duke".

Kacie Bray with the Auburn Chamber of Commerce provided Council with a presentation on Explore Auburn, including an overview of their website, social media and marketing efforts, sponsorship locations, and local event participation.

Council discussed Explore Auburn, the business spotlight on social media, business meet and greet recruitment, local event success metrics, hotel capacities during events, downtown safety and security, wreath donations, key takeaways from DAC events, downtown revitalization efforts, the Washington State Main Street Program accreditation process, membership fees, business community outreach and collaboration, networking events, support for small businesses, and Tourism and Lodging Taxes.

B. 2024 End of Year Capital Projects Wrap Up and 2025 Preview (Gaub) (20 Minutes)

Engineers Bender and Larson provided Council with a presentation on the Capital Project Status including an overview of completed and active projects from 2024, the Auburn Ave Theater rebuild, upcoming construction on improvement projects in 2025, and estimated timelines.

Council discussed the pedestrian bridge project, the Maintenance and Operations building upgrade, new lamp posts on R Street, the Auburn Ave Theater rebuild, and the Auburn Way South widening project.

Councilmember T. Taylor called for a 5 minute recess at 7:29 p.m.

Councilmember T. Taylor reconvened the meeting at 7:34 p.m.

C. 2025 Engineering Design Standards Update (Gaub) (20 Minutes)

Assistant Director Sweeting provided Council with an overview of the 2025 Design and Construction Standards Update including the background and purpose, an overview of House Bill 1110 and related changes, the 2024 Comprehensive Transportation Plan, and an estimated timeline on the new

published Standards.

Council discussed street lane widths, truck access on side streets, shared driveway access, and alley maintenance.

D. Resolution No. 5806 (Whalen/Gaub) (10 Minutes)

A Resolution authorizing the Mayor to execute an amendment to the Auburn Municipal Airport Land Lease with Cascade Helicopter Services relating to the implementation of the 2025 Fair Market Value Lease Rate Adjustment

Managers Arndt and Mensonides provided Council with an overview of Resolution No. 5806 including lease amendments for the Auburn Airport.

Council discussed the airport's courtesy car, fuel maintenance, and airport employees.

AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6971 (Whalen) (10 Minutes)

An Ordinance relating to the time period to correct Code Violations, and amending Section 1.25.030.A.2 of the Auburn City Code

City Attorney Whalen provided Council with an overview of Ordinance No. 6971 including new timelines to respond to notices of infractions.

B. Resolution No. 5810 (Krum) (10 Minutes)

A Resolution approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee and authorizing the Mayor to execute an agreement between the City of Auburn and the Auburn Area Chamber of Commerce for the purposes of providing Tourism and Marketing Services

Director Krum and Manager Francis provided Council with an overview of Resolution No. 5810 including the approval of a contract with the Chamber of Commerce for tourism services.

Council discussed grant applications, the grant funding process, and timelines.

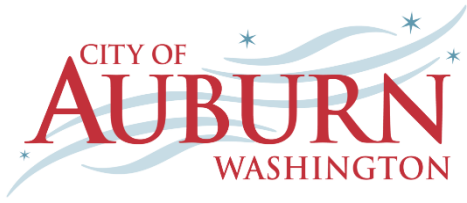
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:29 p.m.

APPROVED this 3rd day of February, 2025.

CHERYL RAKES, DEPUTY MAYOR

Rebecca Wood-Pollock, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the January 21, 2025, City Council Meeting

Meeting Date:

February 3, 2025

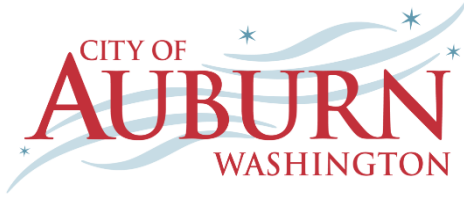
Department:

City Council

Attachments:

01-21-2025 Minutes

Budget Impact:**Administrative Recommendation:****Background for Motion:****Background Summary:****Councilmember:****Staff:**



**City Council
Regular Meeting
January 21, 2025 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

LAND ACKNOWLEDGEMENT

Mayor Backus acknowledged the Federally Recognized Muckleshoot Indian Tribe as the ancestral keepers of the land we are gathered on today.

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

Mayor Backus led those in attendance in the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Deputy Mayor Cheryl Rakes, Hanan Amer, Kate Baldwin, Larry Brown, Clinton Taylor, Tracy Taylor, and Yolonda Trout-Manuel. Councilmember Hanan Amer attended virtually via Zoom.

Mayor Nancy Backus and the following staff members present included: Deputy City Attorney Paul Byrne, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Community Development Jason Krum, and Deputy City Clerk Rebecca Wood-Pollock.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Martin Luther King Jr. Day

Mayor Backus proclaimed January 20, 2025, as "Martin Luther King Jr. Day" in the City of Auburn.

APPOINTMENTS

A. Airport Advisory Board

City Council to approve the appointment of Gregory Ramig to the Airport Advisory Board for a three-year term expiring December 31, 2027

Deputy Mayor Rakes moved and Councilmember Baldwin seconded to approve the appointment of Gregory Ramig to the Airport Advisory Board for a three-year term expiring December 31, 2027.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Arts Commission

City Council to approve the appointments of Andrea Dailey and Dr. Carol Danner to the Arts Commission for a three-year term expiring December 31, 2027

Councilmember T. Taylor moved and Councilmember Trout-Manuel seconded to approve the appointments of Andrea Dailey and Dr. Carol Danner to the Arts Commission for a three-year term expiring on December 31, 2027.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Business Improvement Area (BIA) Committee

City Council to approve the reappointments of Darren Jones, Ronnie Roberts, and John Rottle to the BIA Committee for a three-year term expiring December 31, 2027

Deputy Mayor Rakes moved and Councilmember C. Taylor seconded to approve the reappointments of Darren Jones, Ronnie Roberts, and John Rottle to the BIA Committee for a three-year term expiring December 31, 2027.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Planning Commission

City Council to approve the reappointment of Kent Sprague to the Planning Commission for a three-year term expiring December 31, 2027

Councilmember Baldwin moved and Councilmember Amer seconded to approve the reappointment of Kent Sprague to the Planning Commission for a three-year term expiring December 31, 2027.

MOTION CARRIED UNANIMOUSLY. 7-0

E. Transportation Advisory Board

City Council to approve the appointment of Janice Bellinger to the Transportation Advisory Board, for the Senior (55+) Resident position for a three-year term expiring December 31, 2027

Deputy Mayor Rakes moved and Councilmember C. Taylor seconded to approve the appointment of Janice Bellinger to the Transportation Advisory

Board, for the Senior (55+) Resident position for a three-year term expiring December 31, 2027.

MOTION CARRIED UNANIMOUSLY. 7-0

AGENDA MODIFICATIONS

There were no modifications to the agenda.

PUBLIC HEARINGS

- A. Public Hearing for City of Kent Franchise Agreement No. FRN24-0003 (Gaub)
A Public Hearing to consider Franchise Agreement No. FRN24-0003 for City of Kent Water Facilities

Mayor Backus opened the Public Hearing at 7:12 p.m.

No one came forward to speak.

Mayor Backus closed the Public Hearing at 7:12 p.m.

- B. Public Hearing for Resolution No. 5799 - Development Agreement (Krum)
A Public Hearing to consider a Development Agreement with Portofino Group I, LLC

Mayor Backus opened the Public Hearing at 7:13 p.m.

No one came forward to speak.

Mayor Backus closed the Public Hearing at 7:13 p.m.

AUDIENCE PARTICIPATION

Written Comments:

Mark Celich, Auburn WA

Mark provided comments regarding Electronic Torture and Cyber Harassment.

In-Person Comments:

Mark Celich, Auburn WA

Mark provided comments regarding stalking and harassment.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

A. Minutes from the December 16, 2024, City Council Meeting

B. Claims Vouchers (Thomas)

Claims voucher list dated December 31, 2024 which includes voucher numbers 478436 through voucher 478621, in the amount of \$6,135,339.49, twelve electronic fund transfers in the amount of \$5,597.38 and nine wire transfers in the amount of \$7,560,605.46

Claims voucher list dated January 15, 2025 which includes voucher numbers 478622 through voucher 478676, voucher 478678 through voucher 478797 and voucher 478799 in the amount of \$9,741,177.26, six electronic fund transfers in the amount of \$2,203.83 and one wire transfer in the amount of \$809,556.32

C. Claims Vouchers (Thomas)

Claims voucher list dated January 15, 2025 which includes voucher number 478677, in the amount of \$1,633.28, and voucher number 478798, in the amount of \$2,500.00

D. Payroll Voucher (Thomas)

Payroll check numbers 539630 through 539632 in the amount of \$676,833.24, electronic deposit transmissions in the amount of \$2,719,630.29, for a grand total of \$3,396,463.53 for the period covering December 12, 2024 to December 25, 2024

Payroll check numbers 539633 through 539639 in the amount of \$83,575.56, electronic deposit transmissions in the amount of \$2,709,919.65, also a special payroll for sick leave cashout payroll check number 539640 through 539640 in the amount of \$703.86 and electronic deposit transmission in the amount of \$22,627.48 for a grand total of \$2,816,826.55 for the period covering December 26, 2024 to January 15, 2025

Deputy Mayor Rakes moved and Councilmember C. Taylor seconded to approve the consent agenda

MOTION CARRIES UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ORDINANCES

A. Ordinance No. 6965 (Whalen)

An Ordinance relating to the burden of proof in Dangerous Dog Appeals, and amending Section 2.46.120 of the Auburn City Code

Deputy Mayor Rakes moved and Councilmember Amer seconded to approve Ordinance No. 6965.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6966 (Whalen)

An Ordinance relating to bases for eviction from rental housing, and repealing Section 5.23.070 of the Auburn City Code

Councilmember Trout-Manuel moved and Deputy Mayor Rakes seconded to approve Ordinance No. 6966.

MOTION CARRIED UNANIMOUSLY. 7-0

RESOLUTIONS

A. Resolution No. 5799 (Krum)

A Resolution authorizing the Mayor to execute a Development Agreement between the City of Auburn and Portofino Investment Group I LLC, to Govern the Future Development of King County Parcel Numbers 1085623960, 1085623970, 1085623980, And 1085623990

Councilmember T. Taylor moved and Councilmember Baldwin seconded to adopt Resolution No. 5799.

Council discussed increased middle housing and the location of the new development.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5802 (Whalen)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and Utopia Landscaping, LLC for Landscaping Services

Councilmember Baldwin moved and Councilmember T. Taylor seconded to adopt Resolution No. 5802.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5805 (Admin)

A Resolution authorizing the Mayor to execute a Conservation Grant Agreement between the City of Auburn and Puget Sound Energy

Councilmember Baldwin moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5805.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Resolution No. 5807 (Gaub)

A Resolution authorizing the Mayor to execute and administer agreements accepting grants from the Washington State Department of Transportation and Federal Highway Administration for 3 Projects: 1) A Street SE Preservation (37th Street SE to Lakeland Hills Way), 2) 1st Street NE/NW And N Division Street Pedestrian Improvements, and 3) C Street SW Preservation (GSA Signal to Ellingson Rd SE)

Councilmember T. Taylor moved and Councilmember Baldwin seconded to adopt Resolution No. 5807.

MOTION CARRIED UNANIMOUSLY. 7-0

E. Resolution No. 5808 (Caillier)

A Resolution authorizing the Mayor to accept a Grant Award from the Office of the Attorney General of Washington

Deputy Mayor Rakes moved and Councilmember Amer seconded to adopt Resolution No. 5808.

Council discussed the equipment servicing Auburn Police Department as well as other local agencies.

MOTION CARRIED UNANIMOUSLY. 7-0

F. Resolution No. 5809 (Caillier)

A Resolution authorizing the Mayor to enter a contract with Flock Group, Inc for the installation of Traffic Safety Cameras

Deputy Mayor Rakes moved and Councilmember T. Taylor seconded to adopt Resolution No. 5809.

MOTION CARRIED UNANIMOUSLY. 7-0

MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Deputy Mayor Rakes reported she attended King County Board of Health meeting, the West Auburn Community Conversations event, and the Auburn Junior City Council Meeting.

Councilmember Amer reported that she attended the Association of Washington Cities (AWC) District 13 meeting.

Councilmember Baldwin reported that nighttime visibility is important for pedestrians.

Councilmember C. Taylor reported he attended the AWC District 13 meeting.

Councilmember T. Taylor reported she attended Public Issues Committee meeting, the Economic Development District Board alternate, AWC District 13 meeting, VRFA meeting, and the Auburn Community Safety meeting.

Councilmember Trout-Manuel reported she attended the Best Starts for Kids Youth Justice Committee meeting and discussed the Youth Bill of Rights passed by King County Council.

B. From the Mayor

Mayor Backus reported she attended the Safe Auburn meeting, she testified at the Transportation meeting in favor of funding State Route 167, attended the Washington, D.C. United States Conference of Mayors including the New Mayor session and Police Policy session, polyfluoroalkyl (PFA) threats to firefighters, FIFA World Cup session, and shared that she testified on House Bill 1380 and discussed homelessness in Auburn.

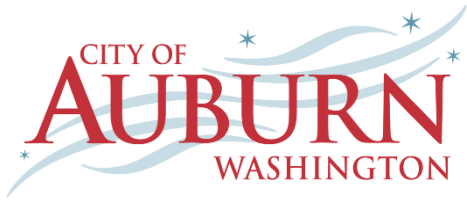
ADJOURNMENT

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

APPROVED this 3rd day of February 2025.

NANCY BACKUS, MAYOR

Rebecca Wood-Pollock, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Claims voucher list dated January 29, 2025 which includes voucher numbers 478800 through voucher 478947, in the amount of \$3,103,941.50, one electronic fund transfer in the amount of \$200.00 and three wire transfers in the amount of \$884,055.61

Meeting Date:

February 3, 2025

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

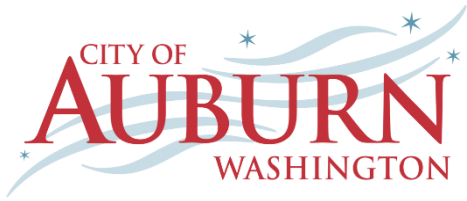
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated January 29, 2025 which includes voucher numbers 478800 through voucher 478947, in the amount of \$3,103,941.50, one electronic fund transfer in the amount of \$200.00 and three wire transfers in the amount of \$884,055.61.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)
Payroll check numbers 539641 through 539646 in the amount of \$685,821.75, electronic deposit transmissions in the amount of \$2,594,722.71, for a grand total of \$3,280,544.56 for the period covering January 16, 2025 to January 29, 2025

Meeting Date:

February 3, 2025

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

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

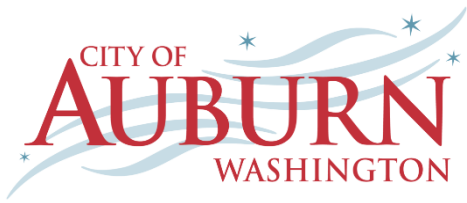
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539641 through 539646 in the amount of \$685,821.75, electronic deposit transmissions in the amount of \$2,594,722.71, for a grand total of \$3,280,544.56 for the period covering January 16, 2025 to January 29, 2025.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6962 (Gaub)

An Ordinance granting to City of Kent, a Washington Municipal Corporation,
a Franchise for Water Facilities

Meeting Date:

February 3, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6962.)

Department:

Public Works

Attachments:

Ordinance No. 6962, Vicinity
Map

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 6962.

Background for Motion:

This Ordinance would allow City of Kent to continue to operate existing water facilities in the public ways within the Auburn city limits. Kent currently provides potable water service for human consumption or other domestic use, including residential, commercial and wholesale use and fire suppression purposes.

Background Summary:

Section 20.02.040 of the Auburn City Code requires a franchise for any utility or telecommunications carrier or operator to use public ways of the City and to provide service to persons or areas inside or outside of the City.

City of Kent has applied for a new Franchise Agreement to continue to operate their existing water facilities in the public ways within the Auburn City limits. Kent currently provides potable water service for human consumption or other domestic use, including residential, commercial and wholesale use and fire suppression purposes within the portion of Kent's water service boundary area that is within the Auburn city limits. This includes the area known as the "Bridges" that was annexed from Kent into Auburn in 2023, and was included in the Interlocal Agreement with Kent and required to be completed following the annexation actions.

The proposed agreement is consistent with the City's standard franchise agreement language. Any construction, maintenance, improvements, repairs, upgrades or expansion to Kent's facilities are managed through the City's permitting processes that are a requirement of the Franchise Agreement. The proposed agreement would be valid for a term of 20 years.

A staff presentation was given at the January 13, 2025, Study Session discussing draft Ordinance

No. 6962. A Public Hearing to consider this application and hear public comment was held before the City Council on January 21, 2025, in accordance with Auburn City Code 20.04.040.

Ordinance No. 6962 authorizes Franchise Agreement No. FRN24-0003 with City of Kent subject to terms and conditions outlined in the Ordinance.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

ORDINANCE NO. 6962

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO CITY OF KENT, A WASHINGTON MUNICIPAL CORPORATION, A FRANCHISE FOR WATER FACILITIES

WHEREAS, The City of Kent (“Franchisee”) has applied for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City of Auburn (“City”), expressly to install, construct, operate, maintain, repair, relocate, and remove its facilities in, on, over, under along, and/or across those public ways; and

WHEREAS, following proper notice, the City Council held a public hearing on Franchisee’s request for a Franchise; and

WHEREAS, based on the information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City to grant the Franchise to Franchisee.

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

Section 1. Definitions

For the purpose of this Franchise and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with the definitions set forth in this Franchise and in Auburn City Code 20.02.020. If there is a conflict between any of the definitions set forth in this Franchise and the definitions set forth in Auburn City Code 20.02.020, the definitions in this Franchise shall govern to the extent of such conflict.

- A. “ACC” means the Auburn City Code.
- B. “Fire Flow” means the measure of sustained flow of available water required for firefighting of a specific building or structure within a specific area at 20 pounds per square inch residual pressure and shall be corrected to the lowest gallonage available based on peak-period demands and seasonal demands.
- C. “Fire Hydrant” means a public fire hydrant situated and maintained to provide water for firefighting purposes. Public fire hydrants are without restriction

as to use for that purpose. The location of a fire hydrant is such that it is accessible for immediate use of the fire authority at all times.

D. "Force Majeure Event" means and shall include without limitation, war, civil disturbance; flood, earthquake or other Act of God; storm or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service; laws, regulations, rules or orders of any governmental agency; a public health emergency as declared by the State of Washington or local County governing the Franchise Area; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with this Franchise.

E. "Franchise" means this agreement approved by Ordinance No. 6962 of the City which authorizes Franchisee Facilities to provide Franchisee Services in the Franchise Area.

F. "Franchise Area" means the public ways specified in Exhibit "A".

G. "Franchisee Facilities" means water supply transmission and distribution mains, interties, pipes, Fire Hydrants, valves, water services and meters, water system communication and monitoring equipment, and all other appurtenances necessary or convenient for the purpose of providing water service, including any part thereof used or usable for the delivery of water for Fire Flow and fire suppression purposes, that are constructed, operated, owned, and maintained within the public ways that are located in the Franchise Area.

H. "Franchisee Services" means providing potable water service for human consumption or other domestic use, including residential, commercial, and wholesale use, and Fire Flow and fire suppression purposes. A water service extends from the public water main to and including the water meter and is owned and maintained by the Franchisee.

I. "Public Improvement" means any capital improvement, maintenance, or repair that is undertaken by or on behalf of the City and is funded by the City (either directly or indirectly with its own funds or with other public monies obtained by the City), including any capital improvement within the City's adopted Transportation Improvement Plan or Capital Facilities Plan.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Franchise, the City grants to the Franchisee general permission to enter, use, and occupy the public

ways within the Franchise Area, located within the incorporated area of the City. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Franchisee is authorized to install, remove, construct, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee's Facilities to provide Franchisee Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Franchisee Facilities and Franchisee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Franchisee Facilities and Franchisee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including other franchise agreements, impacting the Franchise Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

E. Except as explicitly set forth in this Franchise, this Franchise does not waive any rights the City has or may acquire with respect to the Franchise Area or any other City roads, public ways, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Franchisee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any public way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Franchisee Facilities, the City may reserve an easement for public utilities within that vacated portion, pursuant to Chapter 35.79.030 RCW, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4.

G. The Franchisee agrees that its use of 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 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses unless a different address is designated in writing and delivered to the other party. Any such written notice shall become effective upon receipt by certified mail, confirmed delivery by

overnight courier, or the date stamped received by the City. Any communication made by telephone, e-mail, or similar method will not constitute notice pursuant to this Franchise, except where expressly permitted in this Franchise.

City: Right-of-Way Specialist
Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010
Rowusepermit@auburnwa.gov

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

Franchisee: City of Kent
Attn: City of Kent Water Manager- Public Works Operations
220 Fourth Avenue South
Kent, WA 98032
Telephone: 253-856-5600
Email Address: PWOps@KentWA.gov

with a copy to: City of Kent
Attn: City Clerk
220 Fourth Avenue South
Kent, WA 98032
Telephone: 253-856-5725
Email Address: CityClerk@KentWA.gov

B. Any changes to the above-stated Franchisee information shall be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this Franchise.

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (253-856-5600).

Section 4. Term of Franchise

A. This Franchise shall run for a period of twenty (20) years, from the date of Franchise Acceptance as described in Section 5 of this Franchise.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) calendar days in advance of intent to cancel this Franchise. Franchisee shall be responsible for paying applicable fees for month-to-month Franchise status per the City of Auburn fee schedule in effect at the time the Agreement goes into month-to-month status.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "B"), (2) all verifications of insurance coverage specified under Section 15, and (3) payment of any outstanding application fees required in the City Fee Schedule. These three items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) calendar days after the effective date of the ordinance approving the Franchise as described in Section 26 of this Franchise, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Franchisee shall apply for, obtain, and comply with the terms of all permits required under applicable law for any work done within the City. Franchisee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

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

C. The City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee.

D. Franchisee's Facilities shall be constructed, installed, maintained, and repaired within the Franchise Area so as to provide safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City.

E. If work performed under this Franchise by the Franchisee makes it necessary to turn off or diminish water pressure or potential Fire Flow to any Fire Hydrant, the Franchisee shall notify Valley Regional Fire Authority (VRFA) by telephone at 253-288-5870, email at fire.marshall@vrfa.org, or written notice, that water pressure or Fire Flow conditions may be affected. Except in the case of an emergency, the notice shall be provided at least forty-eight (48) hours prior to the water pressure or potential Fire Flow being suspended or diminished. If more than one Fire Hydrant will be affected, the Franchisee shall provide a map of the affected area to VRFA. Out-of-service Fire Hydrants must be identified as not operational by covering with a properly secured burlap or plastic bag. Fire Hydrants should be returned to full service as soon as reasonably possible or no longer than two (2) calendar days from the date service was suspended or diminished. The Franchisee shall notify VRFA when the Fire Hydrant(s) is/are returned to full service.

F. Before beginning any work within the public way, the Franchisee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

G. Tree Trimming. Upon prior written approval of the City the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours, the City may, at its sole discretion, remove such debris and charge the Franchisee 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 other permits as necessary from the City.

H. Franchisee shall notify the City by email or written notice, a minimum of fifteen (15) calendar days in advance of discharge of Franchisee water supply from a reservoir into the City's storm water system in the Franchise Area. The City will review to ensure the ability of the City storm system to handle the additional water. The City may deny any request based on the needs of the City but will work with the Franchisee to coordinate a mutually agreed upon time to discharge water to the City storm system. Any approval by the City for the Franchisee to discharge water into the City storm system must be in writing. Any Franchisee water

discharged to the City's storm water system must comply with all applicable federal and state water quality standards and the City's NPDES permit relating to the City's storm water system. The Franchisee will employ appropriate BMPs to ensure City's storm water system capacity is not exceeded or damaged.

I. Flushing of water system and other Franchisee activities not identified in paragraph H above shall not require advance notification. Any Franchisee water discharged to the City's storm water system must comply with all applicable federal and state water quality standards and the City's NPDES permit relating to the City's storm water system. The Franchisee will employ appropriate BMPs to ensure City's storm water system capacity is not exceeded or damaged.

Section 7. Repair and Restorations

A. If the City Engineer determines that Franchisee's Facilities or Franchisee's construction, maintenance, repair, relocation, or replacement of facilities within the Franchise Area is the cause of damage, degradation, failure, or substandard condition of a Street, during the term of this Franchise, the City will notify Franchisee by email or written notice and Franchisee will repair or replace the subject Street in accordance with City Engineering Design Standards and subject to applicable permits, within ninety (90) calendar days of the City's notification unless granted additional time by the City Engineer. If the City determines the subject Street condition poses an immediate threat to health, safety, vital traffic operations, property, or critical areas, Section 8 shall apply.

B. For purposes of this Section, "street" shall mean all City owned improvements within a public way, including, but not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, traffic control devices, landscape areas, and vegetation in unopened rights-of-way.

Section 8. Emergency Repair Work

A. In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will 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 Franchisee's emergency contact phone number for corresponding response activity.

B. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee, by email or in writing, as promptly as possible under the circumstances. Franchisee

will reimburse the City for the City's actual cost of performing emergency response work.

Section 9. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe condition, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 10. Location Preference

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

B. When constructing new Franchisee Facilities, or replacing or reconstructing Franchisee Facilities, Franchisee shall maintain minimum underground separation requirements from all City water, sanitary sewer, and storm water facilities in accordance with the City Engineering Design and Construction Standards; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the Franchise Area, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this agreement.

Section 11. Relocation of Franchisee Facilities

A. Whenever the City causes a Public Improvement to be constructed within the Franchise Area, and such Public Improvement requires the relocation of Franchisee Facilities within the Franchise Area (for purposes other than those described in Section 11.B below):

1. The City shall provide Franchisee with written notice requesting such relocation, along with review plans and/or other detailed document(s) for the Public Improvement that are sufficiently complete as determined by the City Engineer to allow for Franchisee's initial evaluation and coordination of the relocation. The City shall provide the Franchisee with the City's anticipated construction schedule and the date, either before or during the construction of the Public Improvement, the City requires the Franchisee to complete the relocation. If the Franchisee desires clarification, alternatives to relocation, or a relocation schedule that varies from that provided by the City, the Franchisee will provide written request to the City within fourteen (14) calendar days of receiving the relocation notice from the City and then Section 11.A.2 shall apply to the relocation, otherwise, the Franchisee agrees to conduct the relocation as required by the City and Section 11.A.2 shall not apply to the relocation.

2. Subject to the notice requirement of Section 11.A.1, the City and Franchisee shall discuss relocation requirements and schedule, and jointly identify and define the project requirements, schedule, and timeframe of relocation that the Parties agree shall govern the relocation. The Parties will document the mutual agreement of these terms in writing. Except as approved otherwise in writing by the City, in no case shall the Franchisee's relocation be completed more than 180 calendar days after initial notification by the City.

3. Franchisee shall relocate such Franchisee Facilities within the Franchise Area, at no charge to the City and in accordance with the relocation schedule required by the City or otherwise mutually agreed upon by the Parties per Section 11.A.2.

B. Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement, requires the relocation of Franchisee Facilities within the Franchise Area to accommodate such development: or (ii) the City requires the relocation of Franchisee Facilities within the Franchise Area for the benefit of any person or entity other than the City (including, without limitation, any conditions or requirement imposed by the City on such person or entity pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development), then in such event, Franchisee shall have

the right as a condition of such relocation, to (i) require such developer, person or entity to cause such relocation to occur at their own expense, subject to Franchisee's review and approval of design plans prepared by such developer, person or entity; or (ii) to require such developer, person or entity to make payment to Franchisee, at a time and upon terms acceptable to Franchisee, for any and all costs and expenses incurred by Franchisee in connection with such relocation of Franchisee Facilities.

C. Subject to the terms of this Section 11 and consistent with Section 14 and to the maximum extent provided by applicable law, Franchisee shall reimburse the City for any costs, expenses, and/or damages incurred as a result of: 1) The Franchisee not providing the City accurate or sufficient location or other information regarding Franchise Facilities during design or construction of the Public Improvement, or 2) Franchisee's delay in meeting the mutually-established schedule for the relocation work required to accommodate a Public Improvement to the extent the delay is directly caused by Franchisee's breach of its obligations under this Section 11 with respect to the relocation of Franchise Facilities in accordance with the mutually established schedule for the relocation work.

D. Nothing in this Section 11 shall require Franchisee to bear any cost or expense in connection with the location or relocation of any Franchise Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

E. In the event that a conflict with Franchise Facilities is discovered during construction of a capital improvement, within seven (7) calendar days of this determination, the City and Franchisee shall discuss relocation requirements and schedule, and jointly identify and define the relocation requirements, schedule, and timeframe of relocation that the Parties agree shall govern the relocation. The Parties may agree to include relocation as part of the City's capital improvement with Franchisee reimbursing the costs of design, City inspection time, and relocation of Franchise Facilities. The Parties will document the mutual agreement of these terms in writing. Additionally, any and all damages or costs associated with the conflict shall be subject to Section 11.C.

Section 12. Abandonment and or Removal of Franchise Facilities

A. Within one hundred and eighty (180) calendar days of Franchisee's permanent cessation of use of any portion of the Franchise Facilities, the Franchisee will, at the City's discretion, either abandon in place or remove the affected facilities.

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchisee Facilities. Any plan for abandonment of Franchisee Facilities must be approved in writing by the City.

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

Section 13. Franchisee Information

A. Franchisee agrees to supply, at no cost to the City, any information requested by the City that the City determines is necessary to coordinate municipal functions with Franchisee's activities and fulfill any municipal obligations under state law. Said information will include, at a minimum, as-built drawings of Franchisee's Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, including the City's Geographic Information System (GIS) data base. Franchisee will keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City. In the event the City receives a request under Chapter 42.56 RCW involving Franchisee's information described in Section 13.A., the City shall provide email notice to Franchisee at least ten (10) days prior to release of any records that either 1) Could be excluded from public records release to protect public safety and security, including pump station and reservoir as-built records, system operating plans, vulnerability assessments, and other records the City determines the Franchisee may seek to exclude from public records release for this reason; or 2) Records the Franchisee has labelled with the statement "DO NOT RELEASE BEFORE NOTIFYING THE CITY OF KENT" or similar statement. The warning statement shall also reference this agreement by number, be in red lettering, in 16 font or greater, and on the front of the electronic or paper document.

Section 14. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors or omissions, or from the conduct of Franchisee's business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Franchise 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 Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee'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 Franchise.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's 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, public way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Franchisee 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 Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14.A., the Franchisee will 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. The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable law. The Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such job site within the public way. The Franchisee shall provide safe access for the City and its inspectors to adequately inspect the work and its conformance with applicable law and the Franchise.

E. Indemnification for Relocation. Franchisee will defend, indemnify, and hold the City harmless for any damages, claims, additional costs or reasonable expenses and attorneys' fees, including contractor construction delay damages, assessed against or payable by the City and arising out of or resulting from Franchisee's negligence or willful misconduct contributing to Franchisee's failure to remove, adjust, or relocate any of its facilities in the public way in accordance with any relocation required by the City, provided that Franchisee will not be liable under this Section if Franchisee's failure to remove, adjust, or relocate any of its facilities is the result of a Force Majeure Event.

Section 15. Insurance

A. The Franchisee shall procure and maintain for the duration of this Franchise and as long as Franchisee has Facilities in the public way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Franchise and use of the public way.

B. No Limitation. The Franchisee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, pollution liability, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise.

2. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01.

3. Contractor's Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractor's Pollution Liability shall cover bodily injury, property damage, cleanup costs,

and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance. The Franchisee shall maintain insurance that meets or exceeds the following limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and employer's liability insurance with limits of not less than \$1,000,000.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractor's Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

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

G. Contractors and Subcontractors. The Franchisee shall cause each and every contractor and subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, except that the Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by contractors and subcontractors. The Franchisee shall ensure that the City is an additional insured on each and every contractor's and subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Franchise. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

I. Notice of Cancellation. Franchisee shall provide the City with email or written notice of any policy cancellation within five (5) calendar days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of this Franchise, upon which the City may, after giving five (5) calendar days' written notice to the Franchisee to correct the breach, terminate the Franchise.

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

L. Franchisee – Self-Insurance. Franchisee will 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. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following: (1) Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 15

Franchisee proposes to self-insure; (2) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (3) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (4) Franchisee assumes all defense and indemnity obligations as outlined in Section 14.

Section 16. Financial Security

Pursuant to the authority in ACC 20.02.280.A, the City's Public Works Director has determined that the Franchisee shall not be required to provide the City with financial security for this Franchise.

Section 17. Successors and Assignees

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

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

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) calendar days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will 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 before transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Franchisee arising by reason of this Franchise, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight over the administration of this Franchise. The officers or representatives will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will 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 will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any such action will be entitled to its attorneys' fees and costs.

Section 19. Enforcement and Remedies

A. If the Franchisee willfully violates or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence or fails to comply with any notice given to Franchisee under the provisions of this Franchise, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) calendar days of notification. If the City determines the breach cannot be cured within thirty (30) calendar days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) calendar day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) impose liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day for every day after the expiration of the cure period that the breach is not cured. The parties agree that the actual damages to the City from Franchisee failing to cure are not easily calculated and agree that the liquidated damages amount are a reasonable forecast of just compensation.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's

actions are not allowed under applicable federal and state or City laws, to compel Franchisee to cease those actions.

C. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, Franchisee agrees to be responsible for any damages the City suffers as a result of Franchisee's failure (including, but not limited to: City staff time, material and equipment costs; compensation or indemnification of third parties; and the cost of removal or abandonment of facilities). Franchisee also specifically agrees that its failure to comply with the terms of this Section 19 will constitute damage to the City in the monetary amount set forth in subsection A of this Section.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal, state, and 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. The Franchisee will 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 federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee with thirty (30) calendar days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee 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) calendar days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) calendar days written notice to the Franchisee if the Franchisee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

A. The City reserves the right to impose, to the extent authorized by law, a utility tax on the Franchisee and/or to charge the Franchisee a reasonable fee for services provided or rights granted under this Franchise.

B. The Franchisee agrees that it shall be subject to all authority now or later possessed by the City or any other governing body having competent jurisdiction to fix just, reasonable, and compensatory rates for services under this Franchise.

C. This Franchise will not exempt the Franchisee from any future license, tax, or charge which the City may adopt if authority is 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 Franchise, in no event will 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 will remain in effect, unless doing so will deny a party valuable consideration.

Section 24. Titles

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

Section 25. Implementation

The Mayor is authorized to implement those administrative procedures necessary to carry out the directions of this legislation.

Section 26. Effective Date

This Ordinance will take effect and be in force five (5) calendar days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason, Whalen, City Attorney

Published: _____

EXHIBIT "A"

Franchise Area

AREA A {KING COUNTY FRANCHISE 13083 AREA IN AUBURN INCLUDING 124TH AVENUE S NORTH OF BRIDGES}

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF THE WEST LINE OF THE GREEN RIVER;

ALSO, THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF THE WEST LINE OF THE GREEN RIVER; EXCEPT THAT PORTION WITHIN THE CITY OF KENT ACCORDING TO CITY OF KENT ORDINANCE NUMBER 3171 RECORDED UNDER KING COUNTY RECORDING NUMBER 9407281510;

ALSO, THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

ALSO, THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION WITHIN THE CITY OF KENT LIMITS ACCORDING TO CITY OF KENT ORDINANCE NUMBER 3171 RECORDED UNDER KING COUNTY RECORDING NUMBER 9407281510;

ALSO, THE WEST 30 FEET OF THE SOUTH 700 FEET OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

AREA B {BRIDGES AND ADJACENT 124TH AVENUE S RIGHT OF WAY AND SE 288TH STREET}

ALSO, BRIDGES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 001 THROUGH 038, RECORDS OF KING COUNTY, WASHINGTON;

ALSO, GOVERNMENT LOT 3, SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

ALSO, THE NORTH 26 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

ALSO, ALL OF 124TH AVE SE RIGHT OF WAY LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE 68 FOOT WIDE RIGHT OF WAY OF SE 292ND St LYING WITHIN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, EXCEPT GOVERNMENT LOT 3;

AREA C {S 277TH STREET CORRIDOR}

ALSO, ALL OF SOUTH 277TH STREET RIGHT OF WAY BOUNDED ON THE WEST BY THE WEST MARGIN OF CITY OF AUBURN CITY LIMITS AS DESCRIBED IN CITY OF AUBURN ORDINANCE NUMBER 3420. AND BOUNDED ON THE EAST BY THE EAST MARGIN OF THE CITY OF AUBURN CITY LIMITS ACCORDING TO CITY OF AUBURN RESOLUTION NUMBER 5101 AS DESCRIBED IN KING COUNTY RECORDING NUMBER 20150623000988, LYING WITHIN THE NORTH HALF OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., AND THE NORTH HALF OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

City of Kent, 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.

Franchisee Name _____

Address _____

City, State, Zip _____

By: _____

Date: _____

Name:

Title:

STATE OF _____)
)ss.

COUNTY OF _____)

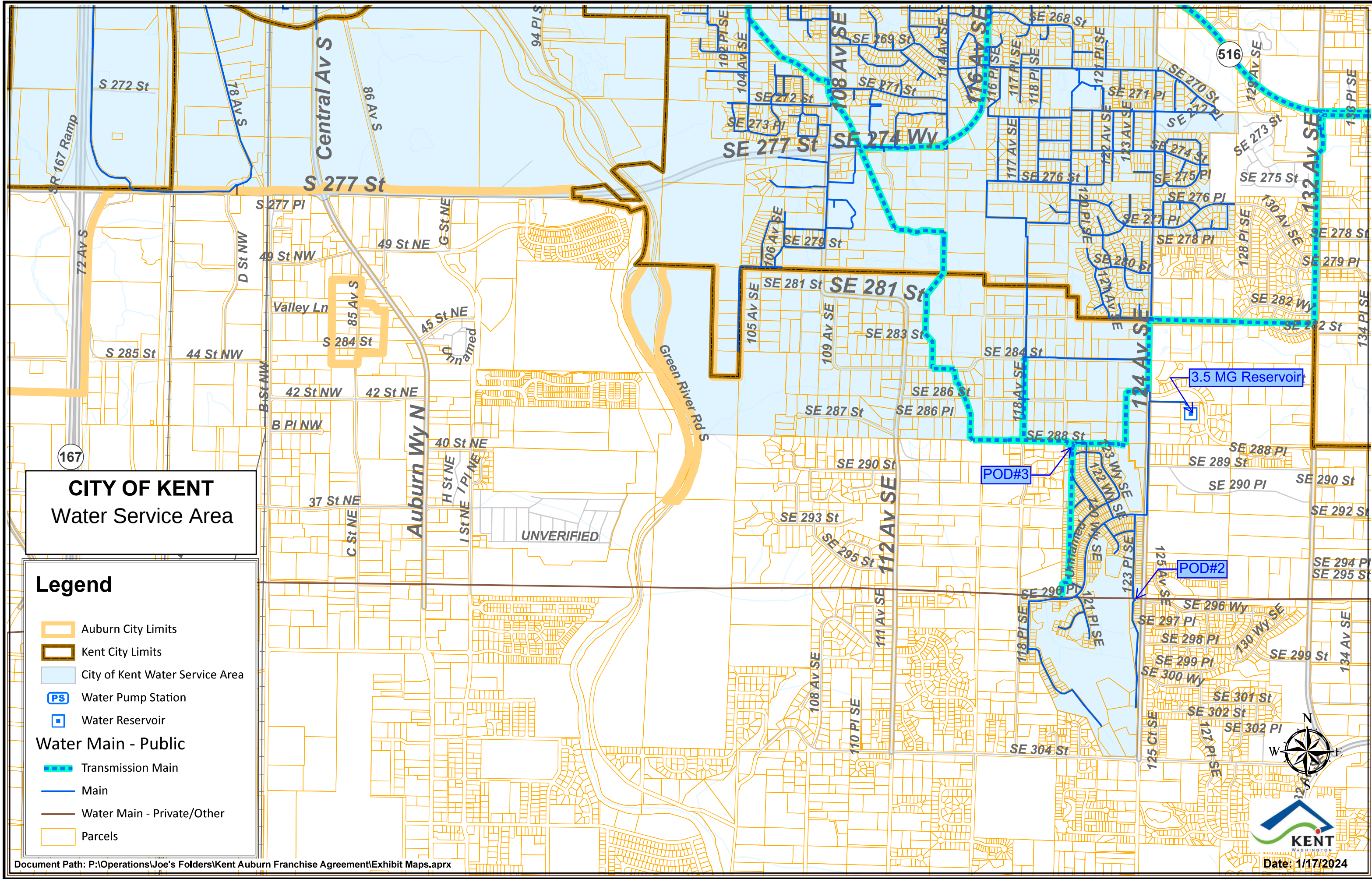
On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

Signature

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

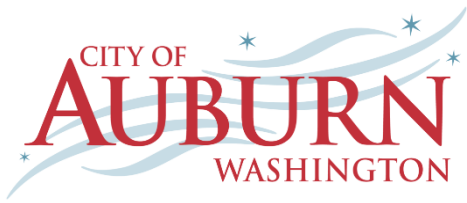
MY COMMISSION EXPIRES: _____



CITY OF KENT
Water Service Area

Legend

- Auburn City Limits
- Kent City Limits
- City of Kent Water Service Area
- Water Pump Station
- Water Reservoir
- Water Main - Public
 - Transmission Main
 - Main
 - Water Main - Private/Other
- Parcels



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6971 (Whalen)
An Ordinance relating to the time period to correct Code Violations, and amending Section 1.25.030.A.2 of the Auburn City Code

Meeting Date:

February 3, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6971.)

Department:

Legal

Attachments:

Ordinance No. 6971, Ordinance
No. 6971 Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 6971.

Background for Motion:

Ordinance No. 6791 would amend Section 1.25.030.A.2 of the Auburn City Code to refine the time period for which a violation of City Code is to be corrected, increasing flexibility depending on the type of violation, scope, and requirements for correction.

Background Summary:

Auburn City Code allows Code Enforcement Officials to serve code violators within the City with a "Notice to Correct", a violation of City Code that designates a time period for the violation to be corrected before further action is taken.

Certain violations of City Code can be rectified rather quickly, such as issues with litter or graffiti. Other violations of City Code may require City permits, contracting for services with other entities, and encompass work that can only be performed during certain times of the year. For example, for a violation which will require a parking area to be paved to correct a violation and the notice of violation is served in the winter, an entity may not be able to obtain paving services within fifteen days, nor may winter weather allow work to begin or be completed within fifteen days.

The proposed amendments will add flexibility to the time periods provided to correct code violations, better serving the City, and its residents and businesses. The type of violations, scope of violations, and necessary steps to address the violation would inform the time given to correct the violation before the City takes further actions. The provision of Code which previously required all violations to be addressed expeditiously would remain.

Councilmember: Tracy Taylor

Staff: Jason Whalen

ORDINANCE NO. 6971

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO THE TIME PERIOD TO CORRECT CODE VIOLATIONS, AND AMENDING SECTION 1.25.030.A.2 OF THE AUBURN CITY CODE

WHEREAS, Section 1.25.030.A.2 of the Auburn City Code currently prescribes the time period for an individual or entity to correct a violation of City Code, regardless of the particulars of the violation;

WHEREAS, Section 1.25.030.A.2 provides a one (1) to fifteen (15) day period to correct a violation of City Code, regardless of the particulars of the violation;

WHEREAS, code violations range in scope and requirements for corrections, some requiring simple cleanup efforts, while others may require City permitting and other approvals;

WHEREAS, due to the variation in potential code violations and the range in scope and requirements it may take to address them, an amendment which grants the City flexibility in setting a time period for correction will better serve the City, and its residents and businesses; and

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

Section 1. Amendment to City Code. Section 1.25.030.A.2 of the Auburn City Code is amended to read as shown in Exhibit A.

Section 2. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

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

Section 4. Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

1.25.030 Notice to correct violation.

A. Authority to Issue.

1. Whenever the code enforcement official or other authorized enforcement official, or designee, determines that a violation is occurring or has occurred, they may issue a notice to correct the violation, in a form pursuant to subsection [C](#) of this section, to the property owner(s) and/or tenant(s) and/or to any person(s) causing or allowing or participating in the violation.
2. If a notice to correct the violation has been issued, the code enforcement official shall require the violation to be corrected within ~~one to 15 calendar days~~ a reasonable amount of time from the issuance of the notice to correct ~~and the time shall be designated in the notice~~. The length of time to correct shall be determined, in the sole discretion of the code enforcement official or other authorized enforcement official, or designee, by the scope of violation, the history of prior violations by the same persons and/or at the same location and method needed to correct violation. Should the correction of the violation require permitting or other similar approvals, the code enforcement official or other authorized enforcement official, or designee, may in their sole discretion set a time period by which to apply for and/or obtain permitting and other approvals. All violations, in any event, shall be corrected expeditiously.

B. Receipt of Correction Notice.

1. Upon receipt of notice to correct violation, the violator shall either correct the violation or ask the code enforcement official for a reconsideration of the notice to correct within the time frame set out in subsection [\(B\)\(3\)](#) of this section.
2. If the violator corrects the violation, the code enforcement official shall close the violation file and notify violator of compliance.
3. The property owner and/or tenant may request reconsideration of the notice to correct violation by the code enforcement official. This request must be made in writing prior to the date on which corrections are to be completed as specified in the notice. The code enforcement official shall respond to the request for reconsideration, if timely received, no later than seven calendar days from the date the request for reconsideration was received.

The code enforcement official may amend the notice: (a) to correct the notice, (b) for good cause to allow for a longer time to correct the violation, (c) to amend the scope of violation, or (d) to rescind the notice. A stay of the time allowed for correction shall be in effect from the date that a request for reconsideration was received, if timely received, until the date a response to the request for reconsideration is sent.

4. If the violator corrects the violation pursuant to the reconsideration determination, the code enforcement official shall close the violation file and notify the violator of compliance.

C. *Content.* The notice to correct violation shall contain the following:

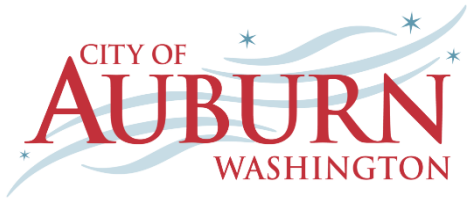
1. The name and address of the property owner and/or tenant and/or other person to whom the notice to correct violation is directed; and
2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and
3. A description of the violation and a reference to the Auburn City Code or related provision, standard, regulation, procedure or permit which has been violated; and
4. A statement of the action required to be taken to correct the violation as determined by the code enforcement official and a date or time by which correction is to be completed; and
5. A statement that the property owner and/or tenant may request a reconsideration of the notice to correct violation by the code enforcement official and the procedures required for such request; and
6. A statement that the consequences of failing to correct the violation may result in monetary penalties and/or other enforcement requirements; and
7. A statement that the person to whom the notice to correct violation is directed shall inform the code enforcement official of the correction so an inspector can be sent to the violation premises to confirm the correction.

D. *Service of Notice.* The code enforcement official shall cause the notice to correct violation to be served on the person(s) to whom it is directed by personal service or by mailing a copy of the notice to correct violation by regular mail, postage prepaid, to such person(s) at their last

known address. If the person's address is unknown, service shall be completed by mailing the notice to the address of the most recent payer of the property tax for the property, as shown in the county's records, and by posting a copy of the notice to correct violation conspicuously on the affected property or structure. Mailed notices shall be deemed received three business days after the postmark.

E. *Extension.* Upon written request received prior to the correction date or time, the code enforcement official may extend the date set for correction for good cause. The code enforcement official may consider but is not limited to the consideration of substantial completion of the necessary correction or unforeseeable circumstances which render completion impossible by the date established as good cause.

F. *Repeat Violations.* Notwithstanding the above provisions, in the case of a repeat violation, the code enforcement official or other authorized enforcement official, or designee, may issue a notice of infraction regardless of whether a notice to correct violation has been issued. For the purposes hereof, "repeat violation" means that the same person or property has been the subject of one or more notice to correct violation within the preceding 12 months.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5803 (Thomas)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2025 Local Hazardous Waste Management Program and to accept and expend Program Grant Funds

Meeting Date:

February 3, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5803.)

Department:

Finance

Attachments:

Resolution 5803 LHWMP Grant
2025, Haz Waste Program
Agreement HW1032 - Auburn
2025

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5803.

Background for Motion:

Resolution No. 5803 is for a \$22,347.95 grant from King County for the City's 2025 Local Hazardous Waste Management Program.

Background Summary:

King County requests to enter into a contract with the City of Auburn for the Local Hazardous Waste Management Program. King County has extended \$22,347.95 for the City to provide hazardous waste education in 2025.

Residential Hazardous Waste Education

Household hazardous waste education to residents will include social media outreach; postcard, flyer, or newsletter mailed to residents; and a consultant to provide outreach at City-sponsored events.

School Hazardous Waste Education

A consultant will educate Auburn School District students about hazardous waste through hands-on classroom workshops or virtual workshops.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

RESOLUTION NO. 5803

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY TO IMPLEMENT THE 2025 LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM AND TO ACCEPT AND EXPEND PROGRAM GRANT FUNDS

WHEREAS, King County has agreed to reimburse the City of Auburn in the amount of \$22,347.95 for costs associated with the City's Local Hazardous Waste Management Program; and

WHEREAS, in order to accept the monies offered by King County, it is necessary for the City to enter into a services contract that specifies the administrative procedures governing the reimbursement of funds spent in the City's Local Hazardous Waste Management Program.

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

Section 1. The Mayor is authorized to execute an Agreement between the City and King County for the 2025 Local Hazardous Waste Management Grant Program, which agreement will be in substantial conformity with the agreement attached as Exhibit A, and to accept and expend program grant funds in the amount of \$22,347.95.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

EXHIBIT A



Hazardous Waste Management Program

GOVERNMENTS WORKING TOGETHER FOR
A HEALTHIER AND CLEANER KING COUNTY

GRANT AGREEMENT

This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Natural Resources and Parks (DNRP), Water and Land Resources Division (WLRD).

RECIPIENT NAME

City of Auburn

RECIPIENT ADDRESS

25 W Main St.
Auburn, WA 98001

RECIPIENT CONTACT & EMAIL ADDRESS

Joan Nelson
jenelson@auburnwa.gov

PROJECT TITLE

Local Hazardous Waste Management Program Grant Funds for 2025

AGREEMENT START DATE

January 1, 2025

AGREEMENT END DATE

March 31, 2026

AGREEMENT MAXIMUM AMOUNT

\$22,347.95

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

Exhibit A – Scope of Work
Exhibit B – Budget
Exhibit C – Invoice Template
Exhibit D – Certificate/Evidence of Insurance

**AGREEMENT FOR AWARD OF
LOCAL HAZARDOUS WASTE MANAGEMENT GRANT FUNDS FOR 2025**

Between

KING COUNTY and the CITY OF AUBURN

This Agreement for Award of Local Hazardous Waste Management Grant Funds “Agreement” is made by and between King County, a charter county and political subdivision of the State of Washington, acting through its Department of Natural Resources, Water and Land Resources Division and the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as the “County” and the “City” respectively. The County and City may be referred to individually as a “Party” and collectively as the “Parties.”

1. RECITALS

1.1 The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997, 2010, and 2021, was adopted by the participating agencies (the King County Solid Waste Division, the Seattle Public Utilities, the King County Water and Land Resources Division, and Public Health – Seattle and King County) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70A.300.350 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

1.2 The Plan authorizes Local Hazardous Waste Management Funds to be provided to partner cities located in King County to help fund those cities’ activities associated with hazardous waste collection and/or educational outreach and educational services.

1.3 King County has received a proposed scope of work and budget from the City and has determined that the scope of work and budget, attached hereto and incorporated herein as Exhibit A (“Scope of Work”) and Exhibit B (“Budget”), respectively, are consistent with the Plan’s and Program’s policies, goals, and objectives.

1.4 King County and the City desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide an award of Local Hazardous Waste Management Funds to the City.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

2. AWARD OF GRANT; CONDITIONS OF GRANT

2.1 The Recitals are an integral part of this Agreement and are incorporated herein by this reference.

2.2 King County agrees to grant the City an award of Local Hazardous Waste Management Funds not to exceed \$22,347.95 (the “Award”) on a reimbursement basis as described in Section 2.5. The Award shall be used by the City solely for the performance of the activities described in this Agreement.

2.3 The City shall use the grant of Local Hazardous Waste Management Funds to provide hazardous waste collection and/or education services or programs as described in Exhibit A. The total amount of funds available from this grant in 2025 shall not exceed \$22,347.95.

2.4 This Agreement provides for distribution of 2025 grant funds to the City. Reimbursement for activities carried out and expenses incurred by the City may predate the execution date of this Agreement provided that (a) the activities have been identified by the City as being within the Scope of Work and have been approved by King County as being within such Scope of Work; (b) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award; and (c) such activities and expenses otherwise comply with all other terms of this Agreement. Reimbursements shall be paid to the City only after this Agreement has been fully executed.

2.5 During this one-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports, which include the City’s reimbursement requests, to the County in a form determined by the County. Reports must be signed by a City official. These reports shall include all of the following:

- a. A description of each activity accomplished pertaining to the Scope of Work.
- b. Copies of invoices for expenditures or a financial statement prepared by the City’s finance department. The financial statement should include vendor names, a description of services provided, date paid, and a check or warrant number.
- c. Reimbursement requests with an Invoice Form and an Invoice Detail Form, which is attached hereto as Exhibit C and incorporated herein by reference, unless the City has a spreadsheet similar to the Invoice Detail Form already in use, in which case the City may use that spreadsheet instead of the Invoice Detail Form. The City will submit the form or similar spreadsheet and submit backup documentation for grant expenses.
- d. If the City receives funding from sources other than the Local Hazardous Waste Management Program for any of the activities set forth in Exhibit A, then the City’s reimbursement request shall acknowledge these other sources and the reimbursement request to the County shall include only a pro-rata share of the expenses.

2.5.1 If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the one-year grant program, the reports shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 30), except for the final progress report and request for reimbursement, which shall be due by February 27, 2026.

2.5.2 Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the December 12, 2025, an

estimate or final invoice for activities completed in that calendar year for which the City has not yet submitted a reimbursement request.

2.5.3 If the City accepts funding through this grant program for the provision of hazardous waste collection or education programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the Scope of Work document related thereto.

2.5.4 Within forty-five (45) days of receiving a request for reimbursement from the City, the Program's contract administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The contract administrator will not authorize payment for activities and/or expenditures which are not included in the Scope of Work and Budget attached as Exhibits A and B unless the scope has been amended according to Section 5 of this Agreement. The contract administrator retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the Scope of Work and/or Budget attached as Exhibits A and B.

2.6 The City shall be responsible for following all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of the Scope of Work described herein. The City warrants and represents that its procedures are consistent with federal, state, and local laws relating to public contract and bidding procedures. The County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.

2.7 The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

2.8 The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

2.8.1 These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.

2.8.2 The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2028.

2.9 The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. Where feasible, the City will use the Program’s logo. The intent of this provision is to further strengthen this regional partnership in the public’s mind.

2.9.1 The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.

2.9.2 The Program agrees to credit the City on all printed materials provided by the City to the Program, which the Program duplicates, for distribution. Either the City’s name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the Program will credit the City for artwork or text provided by the City as follows: “artwork provided courtesy of the City of Auburn” and/or “text provided courtesy of the City of Auburn.”

2.9.3 The Program retains the right to share the written material(s) produced by the City, which have been funded through this grant, with other King County cities for them to duplicate and distribute. In so doing, the Program will encourage other cities to credit the City on any pieces that were produced by the City.

2.10 The City designates Joan Nelson; Utility Billing Services Manager; 25 W. Main Street, Auburn, WA 98001; 253-931-5103; jenelson@auburnwa.gov or designee, as the administrator of this Agreement for the City.

2.11 Questions or concerns regarding any issue associated with this agreement that cannot be handled by the Program’s Contract Administrator should be referred to the Local Hazardous Waste Management Program Director for resolution.

3. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2025, or the date of execution of the Agreement by both the County and the City and shall terminate on March 31, 2026. The City shall not incur any new charges after December 31, 2025. However, if execution by either Party does not occur until after January 1, 2025, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2025, and the later execution of the Agreement provided that the City complies with the reporting requirements of Section 2.5 of the Agreement.

4. TERMINATION

4.1 King County may terminate this Agreement in whole or in part, for convenience, without cause prior to the termination date specified in Section 3, upon thirty (30) days advance written notice.

4.2 King County may also terminate this Agreement, in whole or in part, for lack of appropriation, upon thirty (30) days prior written notice to the City. In accordance with King County Code 4A.100.070, if King County terminates this Agreement for non-appropriation, then King County’s costs associated

with such termination, if any, shall not exceed the appropriation for the biennium in which termination occurs.

4.3 This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section 3, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to nonperformance, misuse of funds, and/or failure to provide grant related reports/invoices/statements as specified in Section 2.5.

4.4 If the Agreement is terminated as provided in this section: (a) the County will be responsible to reimburse the City only for allowable expenses, in accordance with the terms of this Agreement for expenses incurred prior to the effective date of termination; and (b) the City shall be released from any obligation to provide further services pursuant to this Agreement.

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

5. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted Hazardous Waste Management Plan. Amendments will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. Funds may be moved between tasks in the Scope of Work, attached as Exhibit A, upon written notification by the City to King County and written approval by the County.

6. HOLD HARMLESS AND INDEMNIFICATION

6.1 The City agrees to indemnify, defend, and hold harmless King County, and its elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the City, its employees, agents, contractors or subcontractors in performing its obligations under this Agreement, except of the County's sole negligence.

6.2 The City's obligations under this section shall include, but not be limited to all of the following: (a) The duty to promptly accept tender of defense and provide defense to the County with legal counsel acceptable to the County and at the City's own expense; (b) Indemnification of claims made by the City's own employees or agents; and (c) Waiver of the City's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the 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 City. The provisions of this Section 6.2 shall survive the expiration, abandonment, or termination of this Agreement.

7. INSURANCE

7.1 The City, at its own cost, or its contractor(s)/subcontractor(s) at their own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, contractors, and/or subcontractors. The minimum limits of Commercial General Liability insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Such insurance shall include coverage for, but not be limited to, premises liability, ongoing operations, products and completed operations, advertising injury, and contractual liability. The minimum limit of Automobile Liability insurance shall be \$1,000,000 combined single limit per accident for bodily injury and property damage. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent) and MCS 90, or auto pollution coverage. The minimum limit of Pollution Liability insurance shall be \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall include non-owned disposal sites. Any deductible or self-insured retention(s) shall be the sole responsibility of the City or its contractor(s)/subcontractor(s). Such insurance shall cover King County, its officials, employees, and agents as additional insured for full coverage and policy limits against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit D unless Section 7.2 or Section 7.3 (below) apply. Evidence of required coverage maintained by the contractor(s)/subcontractor(s) must be provided to the County prior to the commencement of any work.

7.2 If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit D.

7.3 If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit D.

8. ENTIRE CONTRACT; NO WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

9. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement. The Scope of Work set forth in Exhibit A shall be completed by the City no later than December 31, 2025. In the event that the Scope of Work is not completed by this date, then King County shall retain any unexpended Award funds.

10. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

11. NOTICE

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail. A copy of any notice shall also be sent via first class mail to the address listed below.

Keith Quinata, Contract Administrator, or a provided designee
King County Department of Natural Resources and Parks
Water and Land Resources Division
Hazardous Waste Management Program
201 S. Jackson Street, Suite 5600
Seattle, WA 98104
hazwastegovrelations@kingcounty.gov or kquinata@kingcounty.gov

If to the City:

Joan Nelson, Utility Billing Services Manager, or a provided designee
City of Auburn
25 W. Main Street
Auburn, WA 98001
jenelson@auburnwa.gov

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

12. GENERAL PROVISIONS

12.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

12.2 Each Party warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

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

12.4 This Agreement may be signed in multiple counterparts each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

12.5 This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.

12.6 This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City of Auburn

BY _____
Nancy Backus, Mayor

City of Auburn

Date

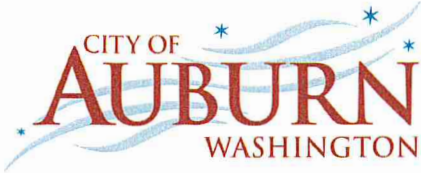
King County

BY _____
Maythia Airhart,
Environmental Programs Section Manager
Hazardous Waste Management Program

For Dow Constantine, King County Executive

Date

Exhibit A



Nancy Backus, Mayor

25 West Main Street * Auburn WA 98001-4998 * www.auburnwa.gov * 253-931-3000

October 17, 2024

Keith Quinata
Local Hazardous Waste Management Program
201 S Jackson Street, Suite 5600
Seattle, WA 98104

RE: 2025 Hazardous Waste Management Program

Dear Mr. Quinata:

Enclosed please find the City of Auburn's application for the 2025 Hazardous Waste Management Program (HWMP) Grant. The City is applying for support in two (2) areas:

- Residential, Multifamily, and Business Hazardous Waste Education
- School Hazardous Waste Education

Thank you for consideration of our application and continued support of Auburn's local hazardous waste management program.

If you have any questions, please contact me at (253) 931-5103 or jenelson@auburnwa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "J Nelson", is written over the printed name.

Joan Nelson
Utility Billing Services Manager
City of Auburn

cc: Devin Fritz, Solid Waste Specialist

TASK #1 Residential, Multifamily & Business Hazardous Waste Education

The City of Auburn will create and mail a newsletter, flyer, postcard or other media about household hazardous waste and safer alternative solutions to single-family and multifamily customers.

The City of Auburn will create and mail a flyer, postcard or other media about business hazardous waste and safer alternative solutions to business customers.

The City will collaborate on quarterly social media outreach through Facebook Boosts with south sound cities to promote outreach messages to a broader audience.

The City will educate Auburn residents and youth groups about hazardous waste at public events such as Kid's Day, Auburn Farmer's Market, Senior Wellness Fair and various community meetings and educational tables, as well as through a variety of online resources and social media. This work may be done by City staff or a consultant.

The City will work to educate businesses on the options available for proper disposal of hazardous waste and the use of safer alternatives. This work may be done by City staff or a consultant.

Outreach messages may include:

- Wastemobile information
- Proper disposal of household hazardous waste
- Information on product safety
- Alternative, safer cleaning products
- Pesticide and herbicide reduction
- Water pollution prevention

Proposed expenditures for this project include:

- Newsletter/flyer/postcard design, printing, mailing & postage
- Consultant contract for outreach

Performance Objectives:

- Provide information on basic hazardous waste product awareness and safety.
- Promote proper hazardous waste disposal information.
- Provide information on why unwanted electronics and medicines need to be disposed of properly and what disposal options are available.
- Provide information on safer cleaning alternatives.

Impact Objectives:

- Outreach approximately 20,000 households and 600 business in Auburn so that they reduce the use of hazardous chemicals and incorporate proper hazardous waste disposal techniques using the Wastemobile and other fixed locations.

- Reduce the number of hazardous wastes and electronics that are illegally dumped along roadsides within the City of Auburn.
- Increase awareness and participation of residents and businesses in the proper handling and disposal of household and business hazardous waste and safer alternatives for the protection of public health and the environment.

TASK #2 School Hazardous Waste Education

The City will hire a consultant to educate Auburn School District students about hazardous waste through hands-on classroom and/or virtual presentations and youth community workshops. The presentations will engage students and residents in science and sustainability, adapt materials and methods for English Language Learners, and apply STEM strategies in teaching students to make real-life decisions about their home and our environment. The WA Office of Superintendent of Public Instruction (OSPI) approved the lesson as a supplemental curriculum for local classrooms.

Outreach messages may include:

- How to identify hazards in common household products
- How to read product labels
- Safe disposal options
- Recognize the dangers of look-alike products
- Safer alternative cleaning product options
- Wastemobile information

Proposed expenditures for this project may include:

- Design, printing and/or purchasing of materials for instructor classroom and/or virtual presentations
- Design, printing and/or purchasing of materials for student hands-on activity
- Design and printing of the Student Pre & Post Presentation tests
- Printing of *What to do with Unwanted Household Hazardous Waste* flyer
- Consultant contract for outreach

Performance Objectives:

- Engage students in science and sustainability and apply STEM strategies
- Provide information on basic hazardous waste product awareness, safety, and identification.
- Promote proper hazardous waste disposal information.
- Provide information on how to identify look-alike products
- Provide information on safer cleaning alternatives.
- Wastemobile information

Impact Objectives:

- Market, schedule and present up to 45 educational outreach workshops for eligible elementary schools, middle schools, or youth community groups.
- Increase awareness and participation of students and Auburn residents in the proper handling and disposal of household hazardous waste for the protection of public health and the environment.

Agreement # HW1032

EXHIBIT B

2025 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Auburn
25 W Main St
Auburn, WA 98001

Component Description	2025 Budget
Task 1: Residential, Multifamily & Business Hazardous Waste Education	\$8,000
Task 2: School Hazardous Waste Education	\$14,347.95
Total	\$22,347.95

Footnote: Please note that the budget and grant cycle for 2025 will be for one year.



Hazardous Waste Management Program

GOVERNMENTS WORKING TOGETHER FOR
A HEALTHIER AND CLEANER KING COUNTY

INVOICE

Agreement No. HW1032

Exhibit C

Period of Performance: 1/1/25-12/31/25

City of Auburn

25 W Main St

Auburn, WA 98001

Invoice Processing Contact: Joan Nelson

253-931-5103

jenelson@auburnwa.gov

Submit signed invoice to:

Keith Quinata

Hazardous Waste Management Program

DNRP Water and Land Resources Division

201 South Jackson Street, Suite 6300

Seattle, WA 98104

hazwastegovrelations@kingcounty.gov

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information

Purchase Order #

Supplier Name City of Algona

Supplier # 1033

Supplier Pay Site ACH

Remit to Address 25 W Main St
Auburn, WA 98001

Invoice Date

Invoice #

Amount to be Paid

Requisitioner name/phone: Amanda Miller 206-477-1649

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

Start Date

End Date

Project	Organization	Expend Acct	Task	CPA	Amount
1114016	860000	53105	001		

Please do not enter values in shaded cells. Enter "Previously Billed" and "Current" values only.

Expenditure Item	2025 Budget	Previously Billed	Current	Cumulative	Balance
HHW Task 1	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00
HHW Task 2	\$14,347.95	\$0.00	\$0.00	\$0.00	\$14,347.95
Total	\$22,347.95	\$0.00	\$0.00	\$0.00	\$22,347.95

Materials and quantities collected:

Gallons of motor oil	
Number of motor oil filters	
Gallons of mixed fuel	
Gallons of antifreeze	
Pounds of lead acid batteries	
Pounds of dry batteries	
Number of CFC appliances	
Number of fluorescent bulbs	
Other (please specify)	

Collection event details:

Number of collection events	
Number of participants at collection events	

Education event details:

Number of education events	
Number of participants at education events	

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Recipient - Print Name

Recipient Signature

Date

Haz Waste Program Authorization / Approval

Date

INVOICE DETAIL

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

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

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

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

Consultant Costs- Itemize by consultant below	Unit of measure	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -

Supplies- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
-------------------------------	--------	-------------------	---------------------	---------------------------------	----------------------------------

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

Travel	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
In State Travel	Total # of Miles	Rate			
Out of State Travel	# of People	Rate			
Per Diem and Lodging	# of People	# of Units	Unit Cost		

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

Other Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

Overhead Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
		\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -

	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
Direct Costs Total	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -	\$ -

Notes regarding this Invoice

Exhibit D

12/3/2024

Ref#: 15786

King County DNRP Water and Land Resources Division / Hazardous Waste Management Program
Attn: Keith Quinata
201 S Jackson St, Ste 5600
Seattle, WA 98104

Re: City of Auburn
Hazardous Waste Reduction Grant Agreement

Evidence of Coverage

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

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Auburn. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Auburn all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

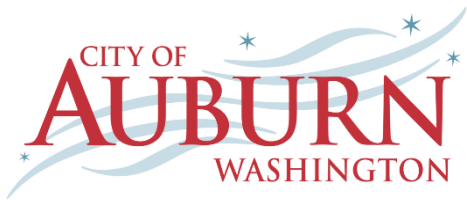
WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,



Rob Roscoe
Deputy Director

cc: Candis Martinson



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5806 (Whalen/Gaub)

A Resolution authorizing the Mayor to execute an amendment to the Auburn Municipal Airport Land Lease with Cascade Helicopter Services relating to the implementation of the 2025 Fair Market Value Lease Rate Adjustment and other Terms

Meeting Date:

February 3, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5806.)

Department:

Legal

Attachments:

Resolution No. 5806, 7th
Amendment to Cascade LA (Exh
A)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5806.

Background for Motion:

Cascade is the Airport's longest active commercial tenant. They provide a great deal of value and services to the Airport and the Auburn Community. The changes proposed under Resolution No. 5806 are reflective of those services and the value they bring.

Background Summary:

The Airport's Land Leases are subject to Fair Market Value ("FMV") lease rate adjustments in calendar years ending in a "0" and "5" (example: 2020, 2025, 2030, 2035). Per lease requirements, the City commissioned an appraisal to evaluate the market and determine the FMV lease rate for leased land on the Airport. The June 24, 2024 report, prepared by MAI certified appraiser – S. Murray Brackett & Senior Valuation Associate – Tim Lovell of CBRE's Valuation & Advisory Services concluded a FMV lease rate of \$1.35 per square foot of land, per year, roughly a 35% increase over the 2024 lease rate.

On October 7, 2024, the Council passed Resolution No. 5785, which authorized the Mayor to execute amendments to the Airport Land Leases subject to the FMV increase, including Cascade. Cascade elected not to execute the amendment attached to Resolution No. 5785 (the other tenants did) but wanted to negotiate for different terms than those provided for in the Resolution No. 5785 amendment.

Cascade and Airport Management worked together to identify services and benefits desired by Airport Management that could be provided by Cascade in return for rate discounts and other lease

terms they desired.

The lease amendment attached as Exhibit A to Resolution No. 5806 are reflective of those negotiations.

Councilmember: Kate Baldwin

Staff: Jason Whalen

RESOLUTION NO. 5806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AUBURN MUNICIPAL AIRPORT LAND LEASE WITH CASCADE HELICOPTER SERVICES RELATING TO THE IMPLEMENTATION OF THE 2025 FAIR MARKET VALUE LEASE RATE ADJUSTMENT AND OTHER TERMS

WHEREAS, the City of Auburn has a land lease located on the Auburn Municipal Airport ("Airport") with Cascade Airframe Repair Inc., DBA Cascade Helicopter Services ("Cascade"), successor in interest to Sky Services; and

WHEREAS, the lease contains a Fair Market Valuation ("FMV") rent escalation clause; and

WHEREAS, the appraisal establishing the FMV rent for the 2025 term produced a rate that is substantially higher than the 2024 lease rate; and

WHEREAS, on October 7th, 2024 the Auburn City Council approved Resolution 5785 authorizing the Mayor to execute lease amendments with the Airport land lease tenants, including Cascade; and

WHEREAS, Cascade never executed the amendment authorized in Resolution 5785. Instead, Cascade desired to negotiate different terms in exchange for providing certain services and benefits to the Airport not provided by the other tenants.

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

Section 1. The Mayor is authorized to execute the lease amendment attached as Exhibit A.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

**SEVENTH AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND SKY SERVICES, INC.**

THIS SEVENTH AMENDMENT is made and entered into this ____ day of February, 2025, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the “CITY”), and Cascade Airframe Repair Inc., a Washington corporation, DBA **Cascade Helicopter Services** (the “Lessee”), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport (“Airport”) dated the 27th day of February 1978.

I. RECITALS:

1. The CITY and Sky Services entered into a lease agreement at the Auburn Municipal Airport dated February 27th, 1978 (the “Original Lease Agreement”), authorized through the ratification of Resolution 866.
2. Sky Services was succeeded by Auburn Flight Services who was further succeeded by Cascade Helicopter Services.
3. The Original Lease Agreement together with all previous amendments (dated: 1/3/1984, 10/2/1989, 3/15/1999, 5/26/2000, 5/4/2015, & 9/16/2019) are collectively referred to herein as the “Lease Agreement”.
4. Paragraph 3 “Rental Rate and Rate Adjustment” of the Second Amendment provided for periodic rent adjustments of the Premises.
5. That portion of Sixth Amendment relating to rental rate and rate adjustments provided for periodic rent adjustments, replacing in its entirety Paragraph 3 “Rental Rate and Rate Adjustment” of the Second Amendment.
6. Certain tenants, including the Lessee have been receiving a 35% discount to the FMV lease rate in exchange for the Lessee taking on the cost and burden of maintaining the pavement areas located within their leased Premises.
7. On October 7th, 2024 in a regular Council Meeting, the Auburn City Council passed Resolution 5785 approving lease amendments implementing the 2025 Fair Market Valuation (“FMV”) lease rate adjustment over a three-year period. Lessee elected not to participate in the lease amendments approved under Resolution 5785 on the grounds that Lessee argued that Lessee provided and would agree to provide more services, providing for a greater impact to the Airport than the other Airport land tenants and therefore should realize a greater discount to the FMV than what was accounted for in the Lessees proposed amendment described in Resolution 5785.

8. The Parties wish to amend Paragraph 6 set forth in the Sixth Amendment, including adding new subparagraphs “(e)” and “(f)” and Addendum 1 to this Seventh Amendment. Further, the Parties wish to attribute and memorialize the lease rate discount provided to Lessee based upon Lessee’s satisfactory performance of the services described in Addendum 1, attached to this Seventh Amendment to the Lease Agreement.

II. AMENDMENT:

NOW THEREFORE in consideration of their mutual covenants, conditions, and promises, the Parties agree as follows:

1. Paragraph 6 as amended in the Sixth Amendment is amended to read as follows including the addition of a new subparagraph “(e)” and “(f)”:

(a). The Monthly Base Rent will be ~~adjusted~~increased by 3% on June 1 of every calendar year ending in a “2” or “7” during the term of this ~~Lease Agreement~~, by a multiplier equal to the change in the Price Index (PI) pursuant to the procedure set forth in Section 6(e) below with the first PI adjustment commencing June 1, 2027~~2~~. Notwithstanding the foregoing, Monthly Base Rent will be adjusted every five (5) years, commencing on January 1, 2025, to equal the “fair market rental value” (FMV) of Auburn Airport land, pursuant to the procedure set forth in Section 6(d) below.

(b). ~~Definitions: The adjusted Monthly Base Rent will be determined in accordance with the formula set for in Section 6(e) below. In applying the formula, the following definitions apply:~~ Intentionally Omitted

~~(1) “Bureau” means the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency.~~

~~(2) “Price Index” means the Consumer Price Index for the month of February for all Urban Consumers, All Items (Seattle-Tacoma-Bellevue) issued from time to time by the Bureau, or any other measure hereafter employed by the Bureau in lieu of the price index that measures the cost of living or if said Bureau should cease to issue such indices and any other agency of the United States should perform substantially the same function, then the indices issued by such other agency.~~

(c). The adjusted Monthly Base Rent shall be determined by multiplying the Monthly Base Rent being adjusted by a multiplier equal to the cumulative change in the Price Index over the previous 24 months ending in February of the adjustment year, computed as follows:

~~(Cumulative percentage change in Price Index over previous 24 months ending in February) x (current Monthly Base Rent) = (Adjusted Monthly Base Rent)~~ Intentionally Omitted

(d). Each five (5) years, commencing on January 1, 2025, the Monthly Base Rent will be revised based upon an appraisal establishing fair market rental value of Auburn Airport land, excluding rental value of any Lessee constructed Improvements. Lessor will retain and

pay the costs of an MAI appraiser. The ~~annual~~ adjustment ~~formula~~ set forth in Sections 6(~~ab~~) & (~~ee~~) will not be applied each such fifth (5th) year. Lessor may, at its discretion, utilize an appraisal completed within 12 months prior to the date of the periodic five year adjustment. Additionally, this appraisal may be used by Lessor for setting rates for leases other than this Lease. In the event Lessee disagrees with Lessor's appraisal, Lessee may, at their own expense, retain a second appraisal. Lessor and Lessee will then attempt to negotiate a lease rate. If these negotiations are unsuccessful, the parties will mutually agree on the selection of an arbitrator. The costs of arbitration will be shared equally. The arbitrator's determination will be based upon the appraisals, but in no event will the new Monthly Base Rent be lower than the Monthly Base Rent in effect at the time of arbitration. The decision of the arbitrator regarding the increases will be final. In the event of ongoing negotiations or arbitration, the determined rental rate will be made retroactive to January 1 of the current FMV cycle.

6(e) The 2025 FMV adjustment as defined in Section 6 of this Lease Agreement as amended will be implemented over two years based on the following schedule:

- January 2025 – December 2025 assessed at \$0.57 per square foot, per year.
- January 2026 – May 2027 assessed at \$0.7425 per square foot, per year.

6(f) Notwithstanding the provisions of Section 6 (e) above, for rental rate adjustments determined by FMV, the provisions of Addendum 1, attached hereto, shall apply.

2. Lessee's name is amended as follows:

~~Sparrow Tang~~Cascade Airframe Repair, Inc. DBA Cascade Helicopter Services

All other terms and conditions of this Lease Agreement as amended shall remain the same.

ADDENDUM 1

In exchange for those services provided to the Airport by Lessee, Lessee shall receive a 45% discount to the appraisal rate determined through the Fair Market Value (“FMV”) appraisal setting forth the land lease rates provided for in the Lease. The discount shall be attributed to the following services provided for in the table below.

<u>Discount</u>	<u>Cascade Provided Service</u>
35%	Maintenance of the pavement area within the leased premises. The pavement must be kept in a similar or better condition than the surrounding pavement in the vicinity of the leased premises.
1%	Participating with Airport Management in the hosting of Auburn’s annual “Airport Days”. At a minimum participation will include providing Cascade’s east paved lot as guest parking for the event and allowing access to power at no cost to the City.
2%	Provide support for Airport Emergencies. This will include providing qualified personnel to be on-call and respond to aircraft incidents and disabled aircraft at the Airport within 1hr of being notified of said incident. This will also include utilizing Cascade-owned equipment to move disabled aircraft when necessary at no cost to the City.
2%	Provide Jet-A fuel service to the Airport.
1%	Support of for Emergency Air Medical Operations. Cascade will allow emergency air medical rotor wing evacuation operations to utilize its leased premises.
4%	Courtesy Vehicle. Cascade will provide a courtesy vehicle (make and model to be approved by Airport Management) for use by Airport visitors at no charge to the Airport or the users of the vehicle. Cascade must have the vehicle available 24/7, year-round, keep it in good operating condition as well as provide all necessary insurance on the vehicle.

In years ending in a “4” and “9” (years proceeding implementation of the next FMV cycle) the Parties will convene and audit the services provided. If the City determines that Lessee is not offering the above services at a reasonable level as determined by the City, the Parties agree that said service and the associated discount rate shall be removed from the next FMV cycle.

[SIGNATURES ON THE FOLLOWING PAGES]

Signed and dated on this _____ day of _____, 2025

**Cascade Airframe Repair, Inc. DBA
Cascade Helicopter Services**

Name: Sparrow Tang

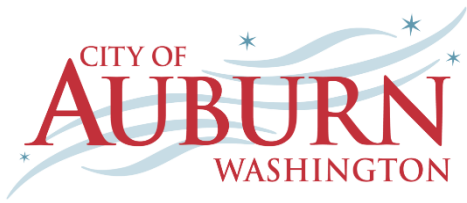
Title: President/CEO

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____,
20____, personally appeared before me _____ (name),
_____ (title), to me known to be the individual(s) described in
and who executed the within instrument, and acknowledged that he/she signed and sealed the same
as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on
oath stated that he/she was duly authorized to execute said document on behalf of
_____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5810 (Krum)

A Resolution approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee and authorizing the Mayor to execute an agreement between the City of Auburn and the Auburn Area Chamber of Commerce for the purpose of Tourism and Marketing Services

Meeting Date:

February 3, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5810.)

Department:

Community Development

Attachments:

Resolution No. 5810, Resolution
No. 5810 Attachment A - 2025
Chamber Tourism Contract

Budget Impact:

\$150,000.00

Administrative Recommendation:

City Council to approve Resolution No. 5810

Background for Motion:

The Lodging Tax Advisory Committee (LTAC) received an application from the Auburn Area Chamber for a Grant requesting \$150,000.00 to provide Tourism and Marketing services for 2025. This request was unanimously approved by the LTAC Committee on January 15, 2025.

Background Summary:

Resolution No. 5810 approves the Lodging Tax Advisory Committee (LTAC) recommendation of Lodging Tax Grant Fund disbursement and authorizes the Mayor to enter into a 1-year contract (2025) with the Auburn Area Chamber of Commerce for the purposes of providing Tourism and Marketing Services.

The Auburn Area Chamber of Commerce made an application for a 2025 Lodging Tax Grant on December 20, 2024, for Tourism and Marketing Services. At the January 15, 2025, LTAC meeting, the LTAC voted unanimously to approve the LTAC use Lodging Tax Funds to support this contract.

The contract attached to the Resolution provides \$150,000.00 for the 1-year period. It is fully funded through Lodging Taxes that are collected under Auburn City Code (ACC) Chapter 3.58 and is fully within the overall Tourism Budget approved by City Council under account 104. At the end of 2024 the Lodging Tax Special Lodging Tax Fund had a balance of approximately \$450,000.00 and an estimated 2025 additional anticipated revenue of \$171,000.00.

About LTAC (Chapter 2.76 ACC); LTAC is the Committee that has been set up as a requirement of Washington State Law to help oversee and guide the use of Lodging Taxes collected within Auburn. The LTAC makes recommendations regarding the use of Lodging Taxes to City Council. LTAC is comprised of 3 members of the Community that represent the businesses that collect the tax (e.g. hotels/motels) and 3 members who are eligible to be the recipient of the benefits of how the tax is spent and/or the tourism that is generated within the community (e.g. Emerald Downs, the Outlet Collection, City Parks and Recreation). The LTAC is Chaired by the Mayor.

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

Councilmember: Tracy Taylor

Staff: Jason Krum

RESOLUTION NO. 5810

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE LODGING TAX GRANT DISBURSEMENTS RECOMMENDED BY THE AUBURN LODGING TAX ADVISORY COMMITTEE AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND THE AUBURN AREA CHAMBER OF COMMERCE FOR THE PURPOSE OF TOURISM AND MARKETING SERVICES

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

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

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

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

WHEREAS, the City of Auburn seeks to enter into a contract with the Auburn Area Chamber of Commerce for the purposes of delivering tourism related functions as well as marketing and advertising (attached as "Attachment A"); and

WHEREAS, the scope of services set forth in Attachment A was presented to the LTAC through a Logging Tax Grant Fund Application for Fiscal Year 2025 during a publicly noticed meeting that occurred on Wednesday, January 15, 2025; and

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

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

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

Section 1. The Mayor is authorized to execute an Agreement between the City and Auburn Area Chamber of Commerce, which agreement will be in substantial conformity with the agreement attached hereto.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution.

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
FOR 2025 VISITOR AND TOURISM FOR
THE AUBURN AREA CHAMBER**

This Professional Services Agreement ("Agreement") made and entered into this 1st day of January, 2025, by and between the City of Auburn, a Washington municipal corporation ("City"), and the Auburn Area Chamber ("Contractor"). The City and the Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this agreement.

Auburn Area Chamber of Commerce
268 E Main Street
Auburn, WA 98002
(253) 833-0700

City of Auburn
25 W Main Street
Auburn, WA 98001
(253) 931-3000

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than December 31, 2025. ("Term").
2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibits A and B, attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Auburn business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantially or the ease of its discovery.
3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 90 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain

required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount specified in Exhibit C and according to a rates and method as delineated in Exhibit D attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit B, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, a digital version (pdf) including a description of what Services have been performed, the name of the personnel performing such Services, any hourly labor charge rate for such personnel, and the purchase order number (PO#). The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage 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.
- b. Commercial General Liability insurance shall be at least as broad as ISO

occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

6.6 Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.7 Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon

which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. WORK PRODUCT. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

8. BOOKS AND RECORDS. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. INDEPENDENT CONTRACTOR. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and

subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

10. CONFLICT OF INTEREST. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

11. EQUAL OPPORTUNITY EMPLOYER. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. GENERAL PROVISIONS.

12.1 Interpretation and Modification. This Agreement, together with any attached

Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall

be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

13. **EXHIBITS.** This agreement includes the following Exhibits, which are incorporated by reference:

- a. Exhibit A: SERVICES
- b. Exhibit B: 2025 EXPLORE AUBURN TOURISM PLAN
- c. Exhibit C: COMPENSATION
- d. Exhibit D: PROJECT BUDGET

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF AUBURN

AUBURN AREA CHAMBER OF
COMMERCE

Nancy Backus, Mayor

Kacie Bray, Executive Director

Date

Date

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Jason Whalen, City Attorney

EXHIBIT A

SERVICES

The Service Provider shall implement a marketing promotion program in 2025 for the City of Auburn which shall include:

The \$150,000 is earmarked as follows:

Auburn Lodging Tax funds will support the marketing and tourism efforts for the City of Auburn.

See Exhibit B for additional service details.

Not more than 10% of any lodging tax grant will be reimbursed for items bought by the contractor and subsequently kept by organization members, planners, organizers, promoters, or others. These items could include all types of clothing, hats, and/or other objects.

The City shall have the right to review and make suggestions to advertisements, banners, questionnaires and other materials and services provided in connection with this Contract.

The Service Provider shall provide the City with copies of all materials developed pursuant to this Contract. The copies of these materials shall meet the requirement of City ownership of work product as referenced in Section 7 of this contract. All material will be printed no later than December 26, 2025.

The Service Provider shall provide a written summary report of the work completed in 2025 as well as any and all other reports, documents and receipts requested by the City no later than December 31, 2025.

ACKNOWLEDGEMENT OF LODGING TAX FUNDING:

All advertising must include an acknowledgement that "The advertising is made possible, in part, by a City of Auburn Lodging Tax Grant

EXHIBIT B
2025 EXPLORE AUBURN TOURISM PLAN

[see attached]



Tourism Key Objectives

- Covert Day Trip Visitors to Overnight Visitors
- Extend Visitor Stays to Drive Incremental Overnight Visitation and Revenue
- Increase Occupancy during off season
- Influence Long term development of the Destination and the Explore Auburn Brand

Key Components will be grounded on two principles:

#1. Communications and messaging will hinge around the City of Auburn's unique brand made up by the city's diverse demographic, attractions, and geographic location. Brand point of view will feature why Auburn is unique, valuable, and worth visiting. We will convey this through taking an authentic approach that emotionally attracts travelers through current tourism trends.

#2. Maximize the impact of every dollar. Auburn is a smaller player, budget-wise, competing in a highly competitive space. We, therefore, need to adopt an operating principle of: FEWER, BIGGER, BETTER: We will ensure that we stretch our budget as much as possible by focusing on what will have the biggest impact on our business goals.

- Primary Objective: Increase overnight bookings, the most efficient way to increase revenue for all Explore Auburn constituents.
- Secondary Objective: Drive day visitors to convert to overnight.

GEOGRAPHIC FOCUS

In order to meet our objectives, we need to shift priority of who we target, organizing around targeting consumers that have highest propensity to stay overnight in Auburn. Based on our analysis, through Explore Auburn digital analytics and WA State Tourism data we have developed the following target prioritization for 2025:

Long Drive Market | Focusing on Idaho, Oregon, and parts of Montana

Fly Market | Focus on key direct fly routes consisting of Hawaii, California, Arizona, Utah, and Colorado

International Market | British Columbia and parts of Asia

The Short Drive Market | Eastern Washington, along with other key cities that are outside 50 plus miles from Auburn

TRAVELER FOCUS

Almost every industry in every sector prioritizes consumer loyalty and customer lifetime value over everything else. From a travel perspective, that means repeat visitation and travel recommendation is a core priority to our long-term success. To do this we look at who the current traveler is to our area and additionally to Washington state. Using city, state and country and international travel data over the last year we are focusing on the following audience:

Community Driven Tourist

Attract repeat visitors that want to feel like they are a part of the community and culture.

Business Event Organizations

Attract universities, research institutions and advanced/creative industries to better attract high-value business events and conferences.

Recreational Tourist

Attract recreational and sporting groups and events that continue to drive return hotel nights stays year after year.

The above traveler focuses are identified for the ability to impact hotel night stay more frequently. However, there will be other tourism audiences impacted by our tactical plan. Which will benefit the hotels in capturing additional hotel night stays.

TACTICAL PLAN

Objective 1: Increase awareness and consideration of Auburn, Washington as a destination for recreational and business travel.

STRATEGIES:

- Develop a new, strategic ad campaign and targeted media plan to reach key audiences effectively and efficiently.
- Produce collateral and compelling content that serve to differentiate Auburn and our hotels apart from other nearby cities.
- Leverage paid media spend through grant recipient's ad buys to additionally brand Explore Auburn as a destination.
- Create an email database that will provide local attraction and tourism information. Segmented by tourism profile and interest.
- Ensure consistent positioning and messaging across all communication tactics – including traditional and non-traditional advertising, publishing, social media and public relations efforts.

SUCCESS METRICS:

- Advertising impressions.
- Unique website visitors and social media engagement/followers.
- Visitor Guide circulation
- Email database open and conversion rate.

Objective 2: Drive incremental overnight visitation and revenue

STRATEGIES:

- Develop tactical programs, tailored messaging and promotions during need periods specifically focused on driving incremental overnight visitation.
- Evaluate and prioritize drive vs. fly target markets to focus media investments on those markets that have a higher propensity for overnight stays.
- Explore partnerships and collaborate with select drive market destination marketing organizations on strategic programming/promotions to capitalize on visitors traveling through the area.
- Explore development of new materials and messaging to reach primary target audience.
- Work with hoteliers, restaurants, and area attractions to create unique multi-day packages and discounts for hotel guests.

- Explore nimble advertising solutions that allow for quick adjustments to creative and messaging based on occupancy trends and transient occupancy tax collections.
- Provide marketing services and solutions that enhance the visitor experience and thereby, encourage and solicit sharing with friends, family, and influencers.
- Partner with regional event venues and partners outside of Auburn to find ways to capture additional hotel night stays from regional events.

SUCCESS METRICS:

- Benchmark and track activity, engagement and redemption of executed programs, packages, and promotions.
- Benchmark and track increase patterns in occupancy tax collections through city reporting.
- Track increased brand awareness and new partnerships on a regional level.

Objective 3: Utilize ExploreAuburn.com to convert the “Undecided Traveler” to choose Auburn as their next travel destination.

STRATEGIES:

- Utilize tools within the new site to continually provide strong visuals and authentic storytelling, inspiring travelers to select Auburn as their destination of choice.
- Highlight captivating, destination specific visuals so visitors get a true sense of the destination.
- Develop unique and compelling content that differentiates Auburn from other nearby cities.
- Create and leverage fresh itineraries on an ongoing basis as fuel for potential visitors to imagine what a weekend or season staying in Auburn would look and feel like.
- Create in-language inspirational itineraries for top non-English speaking tourist that can be located on our website.
- Create a robust SEO strategy to target and direct consumers to our website for those looking to decide on a vacation destination.

SUCCESS METRICS:

- Increased traffic from international markets.
- User engagement - including traffic to, average time on, and scroll depth to bottom of page on key pages and areas of the site.
- Ongoing monitoring and optimizing of site SEO & keywords for maximum performance across search engines.

Objective 4: Utilize ExploreAuburn.com to extend visitor stays (day trippers and those already planning to overnight in Auburn).

STRATEGIES:

- Increase the conversion of “Trip Extenders” in the area by showcasing that there is simply too much to do to stay for less than 1-2 days.
- Focus content on itinerary building and niche categories to ensure Auburn appeals to diverse demographics and interests.
- Ensure that all signature and noteworthy events are added to the Calendar of Events.

SUCCESS METRICS:

- Creation of 1 article per month focused on what's happening in our "Stay Golden Auburn" Blog, to provide visitors inspiration to extend their stay.
- Minimum creation of 4 seasonal itineraries/ideas per year with the intent to show visitors why they need to extend their stay in Auburn.
- Increased traffic in unique visitors and unique pageviews.
- Increased number of referrals to partner websites for additional trip planning, community, and regional information.
- Event page click-throughs for more information.

Objective 5: Utilize social media platforms to extend visitor stay and convert day trippers into overnight visitors.

STRATEGIES:

- Independent of the brand campaign, Explore Auburn social media channels will have an increased focus on fly markets and large group events and conferences.
- Social channels will promote local favorites, events, meeting and convention spaces.
- Focus on an integrated approach that utilizes social media extensions dedicated to help amplify new ad campaign messaging.
- Social media campaign extensions will incorporate fly market cities and segments beyond geography to increase awareness.
- Explore partnerships with state and sports tourism organizations for expanded social presence.

SUCCESS METRICS:

- Increased fan growth in Fly Markets.
- Increased fan growth in International Markets.
- Increased traffic from partnering sites.
- Additional success will be measured by number of impressions from social platforms utilized within a campaign.

Objective 6: Drive occupancy during off season utilizing social media.

STRATEGIES:

- Create seasonally shifted content, advertising and promotional campaigns dedicated to increasing visitation during key need periods.
- Create "value for experience" messaging that targets the price conscious consumer that tends to travel during off peak seasons.
- Focus on local interest and events to attract drive market users to make a weekend trip to Auburn.
- Leverage Facebook events platform to promote local happenings and encourage attendance interest.
- Identify key social media influencers within drive markets to extend campaign reach and amplify messaging.

SUCCESS METRICS:

- Creation of new content/platforms for real-time engagement to drive interest and awareness to target markets during need periods.
- Partnerships with influencers in key markets engagement statics.
- Increased video views across all platforms.
- Newly created Explore Auburn Tik Toc account growth and engagement.

- Additional success will be measured by number of impressions from social platforms utilized within the campaign.

Objective 7: Grow group meeting, conventions, and sporting group opportunities for Auburn hotels and event spaces.

STRATEGIES:

- Develop and execute targeted action plans in group verticals.
- Explore development of a group advertising campaign that targets Corporate, Association Incentive & Third-Party meetings audiences.
- Create and employ prospecting tools to identify prospective list of targets.
- Incentivize groups to extend conference/meeting stays through tactical promotions and actives.
- Market and grow Explore Auburn grants to new applicants.

SUCCESS METRICS:

- Creation of digital event space guide for Auburn.
- Creation and growth of group travel organizations and contact database.
- Creation of online inquiry for group travel, meeting, and events spaces to provide Auburn locations event booking referrals.
- Increased grant application submissions.

Objective 8: Formalize a tourism relationship with the Muckleshoot Tribe. Growing a partnership with them as their gaming and consumer amenities evolve as a regional tourism asset to our community.

STRATEGIES:

- Be a point of contact for the Muckleshoot Tribe for tourism information and resources.
- Explore the development of a group advertising campaign.
- Foster a relationship that will result in monthly or quarterly meetings and/or tourism board involvement.
- Find ways to work together for the benefit of both organizations resulting in more hotel night stays and sales revenue.

SUCCESS METRICS:

- Successful partnership and collaboration meetings.
- Creation and growth of comarketing.
- Providing website and social media metrics on all promotions of Muckleshoot amenities amongst Explore Auburn assets.
- Leads produced and provided to Muckleshoot or leads from Muckleshoot to hotels and other Auburn meeting spaces to provide customers options and opportunities in Auburn.

EXHIBIT C
COMPENSATION

The City shall pay to the Service Provider, as compensation for the services described above, a total amount of not to exceed One Hundred Fifty Thousand Dollars payable upon receipt of reimbursable receipts. Compensation will be completed through reimbursement for approved services, and final payment may be held by the City until all reports are received. Requests for reimbursement may be made on a monthly basis, but must be received by the City no later than December 26, 2025. Only those services rendered within the term of the contract and received by December 26, 2025 are reimbursable.

EXHIBIT D

PROJECT BUDGET

Project Budget (for non-capital projects). Do not include in-kind contributions.

<i>Income: A diversified funding base is important to the success of any project. Please list all other sources of funding for the project, both anticipated and confirmed and when that funding will be available to the project. Include your own funding, sponsorships, other grants, etc.</i>			
Funding Source: List all revenue sources anticipated for 2025. Do not include requested Lodging Tax Funds	Amount	Confirmed? Yes/No	Date Available
	\$NA		
	\$NA		
	\$NA		
	\$NA		
	\$NA		
<i>Expenses: Based on full funding, please list project costs.</i> <i>Note: Certain expenses may not be reimbursable, at the sole discretion of the City of Auburn.</i> <i>You will only be reimbursed at the authorized rates. Insurance is not an eligible cost.</i>			
	a. Lodging Tax Funds Requested *	Other Funds (Do not include "in-kind" dollars)	c. Total Project Cost **
Personnel (salaries & benefits)	\$70,000	\$NA	\$70,000
Administration (rent, utilities, postage, supplies, janitorial services, etc.)	\$20,000	\$NA	\$20,000
Marketing/Promotion	\$54,782	\$Na	\$54,782
Direct Sales Activities (including trade shows, sales calls, and related travel) Describe below	\$750.00	\$NA	\$750
Minor Equipment (computers, desks, etc.)	\$968.00	\$NA	\$968
Travel	\$1500.00	\$NA	\$1,500
Contract Services Describe below	\$2,000.00	\$NA	\$2,000
Other Describe below	\$0	\$NA	\$0
TOTAL COST	\$150,000	\$NA	\$150,000
Description for Direct Sales Activities, Contract Services, Travel and Others	See 2025 Explore Auburn Plan		
In-Kind Contributions	NA		

*Amount in column a "Lodging Tax Funds Requested" must match "Amount of Lodging Tax Funding Requested" under 1a of application.

** Amount in column c "Total Project Cost" must match "Total Project Cost" under 1a of application.