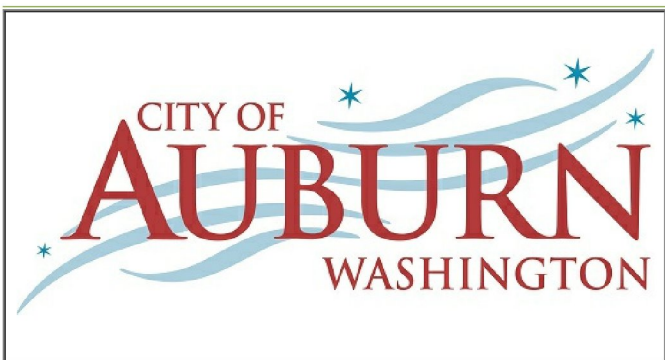


	City Council Meeting January 2, 2018 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Proclamation - "PyeongChang, South Korea Winter Olympic Games Month"
Mayor Backus to proclaim February, 2018 as "PyeongChang, South Korea Winter Olympic Games Month" in the city of Auburn.

III. APPOINTMENTS

- A. Election of Deputy Mayor

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

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

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

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

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

- A. Minutes of the December 18, 2017 Regular Meeting

B. Claims Vouchers (Coleman)

2017 Claims vouchers 446998 through 447001, and vouchers 447003 through 447151 in the amount of \$1,616,837.25 and three wire transfers in the amount of \$157,154.09 and dated January 2, 2018.

2018 Claims voucher 447002 and voucher 447152 through voucher 447164 in the amount of \$139,579.97 and two wire transfers in the amount of \$533,009.01 and dated January 2, 2018.

C. Payroll Vouchers (Coleman)

Payroll check numbers 537698 through 537717 in the amount of \$505,557.93 and electronic deposit transmissions in the amount of \$1,808,548.52 for a grand total of \$2,314,106.45 for the period covering December 14, 2017 to December 27, 2017.

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. Ordinance No. 6661 (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, amending Title 18, of Auburn City Code, relating to the methodology used to calculate residential density and the lot size standards within various residential zoning designations

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6661.)

XI. RESOLUTIONS

A. Resolution No. 5335 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement with the other jurisdictions of the South County Area Transportation Board

(RECOMMENDED ACTION: City Council adopt Resolution No. 5335.)

B. Resolution No. 5338 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute the agreement accepting a grant from the Washington State Transportation Improvement Board for design and construction of the Auburn Way North Sidewalk Improvement Project

(RECOMMENDED ACTION: City Council adopt Resolution No. 5338.)

XII. 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

XIII. ADJOURNMENT

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

AGENDA BILL APPROVAL FORM

Agenda Subject:

Election of Deputy Mayor

Date:

December 26, 2017

Department:

City Council

Attachments:

[Council Rules - Section 12](#)

Budget Impact:

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Meeting Date: January 2, 2018

Staff:

Item Number:

SECTION 12 - DEPUTY MAYOR

12.1 Annually or more often as deemed appropriate, the members of the City Council, by majority vote, shall designate one of their members as Deputy Mayor for such period as the Council may specify.

A. Any member of the City Council may be nominated for the position of Deputy Mayor by having that Councilmember's name placed in nomination by a Councilmember, provided that the name of the most senior member of the City Council who has not previously served as Deputy Mayor shall automatically be placed in nomination for the position of Deputy Mayor. [The nomination of a councilmember for the position of Deputy Mayor does not require a second, and a councilmember may nominate him or herself.]

1. For the purposes hereof, the most senior member of the City Council, seniority shall be determined by:
 - (a) The number of consecutive years, months and days served;
 - (b) If the number of consecutive years, months and days served by two or more members of the City Council are equal, the member of the City Council who received the greater/greatest number of votes in the most recent general election in which such members were elected to the City Council shall be deemed most senior.
2. If the most senior councilmember declined the automatic nomination, the name of the next most senior member of the City Council shall be automatically be placed in nomination for the position of Deputy Mayor.
3. If all members of the City Council have previously served as Deputy Mayor, there shall be no automatic seniority nomination.
4. Other than for the automatic nomination of the most senior councilmember who has not previously served as deputy Mayor, all other nominations for the position of Deputy Mayor shall be made by members of the City Council on the dates of election for the Deputy Mayor position.
5. In connection with the selection of Deputy Mayor, it is strongly suggested that councilmembers approach the election in an open, transparent and respectful manner, avoiding anything that jeopardizes harmony among councilmembers.

- B. The Councilmember receiving a majority of the votes cast by the members of the City Council shall be elected Deputy Mayor. A Councilmember may vote for him or herself.
- C. The names of all nominees for the position of Deputy Mayor shall be included in the vote.
- D. If no single Councilmember received a majority of the votes cast, a second vote/ballot, between the two nominees who received the largest number of votes, would be needed. In the second vote/ballot, whichever of these two nominees received the larger number of votes would be elected to the position of Deputy Mayor.¹
- E. The Deputy Mayor shall serve at the pleasure of the Council.
- A. In the event of the absence or unavailability of the Deputy Mayor, the longest serving member of the City Council, other than the Deputy Mayor, shall serve as interim Deputy Mayor until the return of the regular Deputy Mayor.
- G. If the designated Deputy Mayor is unable to serve the full term of the position of Deputy Mayor, the Council shall designate the next senior member of the City Council as Deputy Mayor for the remainder of the term. If the appointment is declined the process shall continue until a Deputy Mayor is designated.
- H. In the event that the councilmember selected as Deputy Mayor is unable to perform the duties of the position of Deputy Mayor, or fails to act in accordance with the City Council Rules of Procedure, the City Council may, by a majority vote of the full City Council, remove the Deputy Mayor from this position, in which case, the next senior councilmember shall assume the position of Deputy Mayor for the balance of the year. If the next senior councilmember is unwilling or unable to assume the position of Deputy Mayor, the position of Deputy Mayor shall be filled by a majority vote of the full City Council.

[See RCW 35A.12.065.]

12.2 The Deputy Mayor, as the head of the legislative branch of the City, shall perform the following duties:

¹ It may be that if there were a larger number of nominees in the initial election, there would not be (only) two councilmembers who received the largest number of votes. For instance, if one nominee received three votes a second nominee received two votes and a third nominee also received two votes, it might be appropriate to have an initial run off between the second and the third nominees to determine who would be included in the final run-off against the first nominee.

A. Intra-Council Relations:

1. Serve as the Chair of the Council Study Sessions;
2. Serve as an ex-officio member of all other ad hoc committees of the City Council, provided that attendance by a quorum of the City Council at ad hoc committee meetings shall comply with the Open Public Meetings Act (RCW 42.30), unless expressly exempted.;
3. Assist in new councilmember training;
4. Support cooperative and interactive relationships among council members;
5. Work with Administration to prepare agendas for Council Study Sessions;
6. Preside over the Study Sessions of the City Council, and work with the chairs of the Special Focus Areas on the portions of Study Sessions over which the Special Focus Areas chairs preside.

B. Mayor-Council Relations:

1. Help maintain a positive and cooperative relationship between the Mayor and the City Council;
2. Act as conduit between the Mayor and the City Council on issues or concerns relating to their duties;
3. Preside over Regular Meetings of the City Council in the absence or unavailability of the Mayor;
4. In the event of the a prolonged absence or incapacitation (a state of disability that prohibits the function of duties) of the Mayor, the Deputy Mayor shall perform the duties of the Mayor.
 - (a) A prolonged absence is defined as requiring a leave of absence that prohibits the performance of the duties of the office. Vacation leave for periods up to two weeks, illnesses requiring an absence of less than two weeks, out of state or out of country travel lasting not more than two weeks, or other

similar short-term absences shall not be considered prolonged absences.

(b) In the event of a disaster, emergency, or other similar circumstance, where the Mayor is out-of-town and unable to carry out the duties of the office of Mayor, the Deputy Mayor, in consultation with the Mayor, shall act as Mayor until the return and availability of the Mayor;

5. The Deputy Mayor shall also stand in on behalf of the Mayor in other situations as requested by the Mayor;
6. In the performance of the duties of the Mayor, the Deputy Mayor shall not have authority to appoint, remove, replace, discipline or take other similar action on any director or employee of the City;
7. The Deputy Mayor shall not have veto authority for actions that may be taken by the City Council;
8. The Deputy Mayor shall be aware of City, regional and intergovernmental policies and activities in order to properly execute the role of Mayor.

C. Intergovernmental and Community Relations:

1. Act in absence of Mayor as requested and/or as required;
2. Be aware of all City regional and intergovernmental policies and activities in order to be prepared to step into the role of Mayor if necessary;
3. Serve as the Chair of the City's Emergency Management Compensation Board.

D. Other Duties of the Deputy Mayor:

1. In cooperation with the Mayor and Special Focus Area group's chairpersons and with assistance from Administration, create and establish agendas for all study sessions;
2. Preserve the decorum and order at all Council Study Sessions;

3. Serve as liaison to the Junior City Council, participating as a non-voting member of the Junior City Council, encouraging, guiding and counseling the members of the Junior City Council in connection with its duties and assignments;
4. Assist in training new councilmembers;
5. Serve as the liaison between the City Council and the Mayor and be a conduit between the City Council and the Mayor on issues or concerns of the Council;
6. Facilitate any issue related to the conduct and/or actions of councilmembers that may be inappropriate or that may be in violation of the Council Rules of Procedure (Section 20.1);
7. Conduct regular and periodic meetings with individual councilmembers to address councilmember issues, concerns, legislative processes, councilmember proposals, councilmember training, and other similar related items.
8. Conduct group meetings with councilmembers, provided that such meetings shall not have more than two councilmembers at such meetings. All such meetings at which a quorum of the City Council is in attendance shall be in compliance with the Open Public Meetings Act (RCW 42.30), unless expressly exempted.

[See former ACC 2.06.090 (1957 code § 1.04.100).]

AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the December 18, 2017 Regular Meeting

Department:

Administration

Attachments:

[12-18-2017 Minutes](#)

Date:

December 26, 2017

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

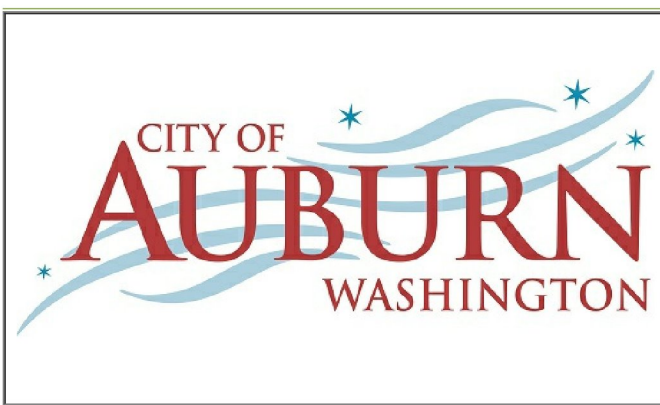
Revised Budget: \$0

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

Meeting Date: January 2, 2018

Staff:

Item Number: CA.A

	City Council Meeting December 18, 2017 - 7:00 PM Auburn Community and Event Center 910 9th Street SE AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Auburn Community and Events Center, 910 9th Street SE, and led those in attendance in the Pledge of Allegiance.

B. Roll Call

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

Mayor Nancy Backus was in attendance, and the following department directors and staff members were also present: Finance Director Shelley Coleman, Assistant City Attorney Doug Ruth, Chief of Police Bob Lee, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Director of Administration Dana Hinman, Economic Development Manager Doug Lein, Human Services Manager Joy Scott, Parks, Arts and Recreation Director Daryl Faber, and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation for Councilmember Richard Wagner Day

Mayor Backus to proclaim December 18, 2017 as Councilmember Richard Wagner Day in the city of Auburn.

Mayor Backus read and presented a proclamation declaring December 18, 2017 as Richard Wagner Day. Councilmember Wagner thanked the Mayor and Council.

III. APPOINTMENTS

A. Reappointments to Boards & Commissions

City Council to confirm the reappointments for the following board and commission members for a new three year term expiring December 31, 2020:

Arts Commission

Dan Norman

Auburn Lodging Tax Advisory Committee

Aman Ghag

Auburn Tourism Board

Julie Krueger

Rachael McAlister

BIA Rate Payer Committee

Bill Cowart

Human Services Committee

Jason Berry

Marelyn Scholz

Cecila Brugger

Parks & Recreation Board

Michael Hassen

Planning Commission

Judi Roland

Urban Tree Board

Bryce Landrud

Jan Speer

White River Valley Historical Society

Ronnie Beyersdorf

Councilmember Wagner moved and Councilmember Pelloza seconded to reappoint the board and commission members.

MOTION CARRIED UNANIMOUSLY. 7-0

IV. AGENDA MODIFICATIONS

There was no modification to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Community Development Block Grant
2018 Action Plan

City Council to conduct a public hearing to receive public comments and suggestions with regards to the 2018 Annual Action Plan as required by the U.S. Department of Housing and Urban Development

Mayor Backus opened the public hearing at 7:07 p.m.

Virginia Haugen, 2503 R Street SE, Auburn

Ms. Haugen requested the City spend these funds to fix the streets.

No one further in the audience requested to speak and the hearing was closed at 7:08 p.m.

B. Audience Participation

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

Pauline Caldwell, 1120 8th Street NE, Auburn

Ms. Caldwell is concerned with society today. She wrote a letter to Congressman Reichert regarding the proposed tax bill. She read the letter she received in response. She does not feel the plan protects seniors.

Betsy Howe, 3929312 118th Avenue, SE, Auburn

Ms. Howe stated she is concerned about the road she lives on due to the Bridges development. She requested the City meet with residents prior to repairs or improvements.

Virginia Haugen, 2503 R Street SE, Auburn

Ms. Haugen stated she has learned a lot from Councilmember Wagner.

Kyle Orsini, 6118 South 294th Street, Auburn

Mr. Orsini thanked Council for their time. He listed various roads within the City that are in need of repair and streets that need higher speed limits.

Larry Smith, 30023 118th Ave SE, Auburn

Mr. Smith reviewed the action the City has taken on 118th Ave SE, including the warning signs, speed indicators and rumble strips. Mr. Smith stated the City's attempts to slow the traffic have not had the desired results. He stated he has made recommendations and the City has not implemented them.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember Baggett, chair of the Finance ad hoc committee that reviews claims and payroll vouchers, reported he and Councilmember Wagner reviewed the payroll vouchers and electronic deposits in the approximate amount of \$2.1 million and claims vouchers and wire transfers

in the amount of approximately \$6.1 million for the periods November 30-December 17, 2017 and December 17, 2017, respectively. The ad hoc committee recommends approval of the claims and payroll vouchers as described on the Consent Agenda.

VII. **CONSENT AGENDA**

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

- A. Minutes of the December 4, 2017 Regular City Council Meeting
- B. Claims Vouchers
Claims vouchers 446795 through 446997 in the amount of \$5,609,000.25 and one wire transfer in the amount of \$555,364.87 and dated December 17, 2017.
- C. Payroll Vouchers
Payroll check numbers 537677 through 537697 in the amount of \$240,977.96, electronic deposit transmissions in the amount of \$1,925,671.59 for a grand total of \$2,166,649.55 for the period covering November 30, 2017 to December 13, 2017 and dated December 18, 2017.
- D. Public Works Project No. CP1415
City Council to approve Final Pay Estimate No. 12 to Contract No. 16-12 in the amount of \$22,674.76 and accept construction of Project No. CP1415, West Main Street Multi-Modal Corridor and ITS Improvements
- E. Public Works Project No. CP1507
City Council to approve Change Order No. 2 in the amount of \$100,000.00 to Contract No. 17-02 for work on Project No. CP1507, Auburn Way North Preservation
- F. Public Works Project No. CP1522
City Council to approve Change Order No. 3 in the amount of \$55,000.00 and Final Pay Estimate No. 11 to Contract No. 16-19 and accept construction of Project No. CP1522, 30th Street NE Area Flooding, Phase 1B
- G. Public Works Project No. CP1613
City Council to approve Final Pay Estimate No. 2 to Contract No. 17-06 in the amount of \$26,086.50 and accept construction of Project No. CP1613, M&O Facility Building Roofing Replacement Project
- H. Public Works Project No. CP1701
City Council to approve Final Pay Estimate No. 2 to Contract No. 17-23 in the amount of \$49,930.62 and accept construction of Project No. CP1701, AWS Dynamic Message Sign Project

Deputy Mayor Wales moved and Councilmember Trout-Manual seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6667 (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, adopting 2017 Annual Comprehensive Plan Map and Text Amendments pursuant to the provisions of RCW Chapter 36.70A and adopting corresponding rezones related to certain of the map amendments and creating a new Section 18.01.050 to the city code, relating to planning

Councilmember Pelozo moved and Councilmember Wagner seconded to adopt Ordinance No. 6667.

Deputy Mayor Wales asked if the City has the authority to impose zoning on tribal property. Mayor Backus stated the City does have the authority to assign land designation to tribal property. The tribal designations are for informational purposes only.

Councilmember Pelozo stated he spoke with the Muckleshoot Indian Tribe Council Chair Cross and she is very supportive of the Comprehensive Plan Amendments.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6668 (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington amending Sections 19.02.115, 19.02.120, 19.02.130 and 19.02.140 of the Auburn City Code relating to School Impact Fees

Councilmember Wagner moved and Councilmember Holman seconded to adopt Ordinance No. 6668.

Councilmember Wagner stated the school district provides the City with a proposal for impact fees and the City is responsible for imposing the fees.

Deputy Mayor Wales stated the City tries to keep ahead of growth with school impact fees. The City of Federal Way is proposing higher taxes. She shared her concern that will force more multi family units into Auburn because it will be less expensive to develop.

Councilmember Holman stated the Federal Way School District has a very

narrow band in the City of Auburn and it is not zoned multi family.

MOTION CARRIED UNANIMOUSLY. 7-0.

XI. RESOLUTIONS

A. Resolution No. 5323 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a fourth amendment to the Transit Service Direct Financial Partnership Agreement between the City of Auburn, King County and Pierce County Public Transit Benefit Authority (Pierce Transit)

Deputy Mayor Wales moved and Councilmember Trout-Manual seconded to adopt Resolution No. 5323.

MOTION CARRIED UNANIMOUSLY. 7-0.

B. Resolution No. 5333 (Snyder)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and King County Department of Transportation relating to the Commute Trip Reduction Plan

Councilmember Wagner moved and Councilmember Peloza seconded to adopt Resolution No. 5333.

Councilmember Wagner stated the State requires cities to work with local businesses to reduce congestion.

MOTION CARRIED UNANIMOUSLY. 7-0.

C. Resolution No. 5336 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement between the City of Auburn and Recology Cleanscapes for a Litter Control and Recycling Program

Councilmember Holman moved and Councilmember DaCorsi seconded to adopt Resolution No. 5336.

Deputy Mayor Wales moved and Councilmember Trout-Manual seconded to table Resolution No. 5336 to the next Study Session.

Councilmember Trout-Manual stated that she has spoken with seniors and they shared their concerns about leaves and trash on the streets.

Director Coleman stated this contract with Recology allows the City to direct Recology to pick up trash on a specific street.

MOTION FAILED. 4-3. Deputy Mayor Wales, Councilmember Peloza and Councilmember Trout-Manual voted yes.

MOTION CARRIED. 5-2. Deputy Mayor Wales and Councilmember

Trout-Manual voted no.

D. Resolution No. 5337 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, adopting the 2018 Community Development Block Grant (CDBG) Action Plan for the Consolidated Plan Years 2015-2019

Councilmember Trout-Manual moved and Councilmember Holman seconded to adopt Resolution No. 5337.

Councilmember Trout-Manual stated this action will fulfill HUD requirements.

Councilmember Pelozo asked how the City measures the value of the funds spent. Human Services Manager Scott stated the City monitors the service providers not the recipients. The service providers track the participants and provides a report to the City.

Councilmember Wagner would like the housing repair program details to be more explicit.

MOTION CARRIED UNANIMOUSLY. 7-0.

XII. **MAYOR AND COUNCILMEMBER REPORTS**

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

A. **From the Council**

Councilmember Holman reported he attended the Score Jail Administration Board meeting.

DaCorsi reported he attended the Affordable Housing Board meeting and the Association of Washington Cities Board of Directors meeting.

Councilmember Pelozo reported he attended the King County Metropolitan Pollution Advisory Committee meeting and the WIRA 9 meeting,

Councilmember Trout-Manual reported she attended the Regional Safety and Justice Committee meeting, the Santa Breakfast, the Blue Ribbon Committee for Health meeting, the Blue Ribbon Mental Health sub committee meeting, and the Night of the 1,000 Stars in SeaTac.

Councilmember Wagner stated he will attend a meeting with the Pierce County Regional Council next week.

B. **From the Mayor**

Mayor Backus reported she met with children at Kilo Middle School (this school is in Federal Way but has students with an Auburn address). Mayor

Backus reported she attended the annual tree lighting at Wesley Homes, the Santa Breakfast, the Overcomers Covenant Church for the Mission Africa Annual Smiles at Christmas event, South Sound Chamber of Commerce breakfast, the farewell gathering for outgoing Kent Mayor Cook, the Valley Regional Fire Authority toy give away, and the Gildo Rey holiday festival.

Mayor Backus stated she is saddened to hear about the passing of Sumner Mayor Dave Enslow.

XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:21 p.m.

APPROVED THE _____ DAY OF _____, 2018.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Coleman)

Date:

December 26, 2017

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:**Administrative Recommendation:**

City Council approve Claims Vouchers.

Background Summary:

2017 Claims vouchers 446998 through 447001, and vouchers 447003 through 447151 in the amount of \$1,616,837.25 and three wire transfers in the amount of \$157,154.09 and dated January 2, 2018.

2018 Claims voucher 447002 and voucher 447152 through voucher 447164 in the amount of \$139,579.97 and two wire transfers in the amount of \$533,009.01 and dated January 2, 2018.

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

Coleman

Meeting Date: January 2, 2018

Item Number:

CA.B

AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Coleman)

Date:

December 26, 2017

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:**Administrative Recommendation:**

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 537698 through 537717 in the amount of \$505,557.93 and electronic deposit transmissions in the amount of \$1,808,548.52 for a grand total of \$2,314,106.45 for the period covering December 14, 2017 to December 27, 2017.

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

Coleman

Meeting Date: January 2, 2018

Item Number:

CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6661 (Snyder)

Date:

December 21, 2017

Department:

Community Development &
Public Works

Attachments:

[Ordinance No. 6661](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Ordinance No. 6661.

Background Summary:

On September 6, 2017 the Planning Commission held a public hearing, deliberated and voted to forward a recommendation to City Council to adopt amendments to Title 18 of the Auburn City Code as it relates to the methodology used to calculate residential density. Ordinance No. 6661, approving the Planning Commission's recommendation, has been prepared for consideration by City Council. Ordinance No. 6661 was presented to City Council during the December 11, 2017 Council Study Session.

Highlights of Ordinance No. 6661 Include:

1. Shift from utilizing a "Net Site Area" methodology to a "Gross Site Area" methodology.
2. Allow for the administrative decision to waive the requirement to meet minimum density when a lot is encumbered by critical areas, conservation easements, utility easements, or other encumbrances that make it impractical to meet the density requirement.
3. Exempt short subdivisions (9 lot subdivisions or less) from the requirement to meet minimum density.
4. Eliminate the requirement that all subdivisions adhere to a "Minimum Average Lot Area".
5. Reducing the minimum lot size in the R5 zone from 6,000 square feet to 4,500 square feet.

Reviewed by Council Committees:

Other: Planning, Legal

Councilmember:

Staff:

Snyder

Meeting Date: January 2, 2018

Item Number:

ORD.A

ORDINANCE NO. 6 6 6 1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING TITLE 18, OF THE CITY CODE, RELATING TO THE METHODOLOGY USED TO CALCULATE RESIDENTIAL DENSITY AND THE LOT SIZE STANDARDS WITHIN VARIOUS RESIDENTIAL ZONING DESIGNATIONS.

WHEREAS, the City Council has an ongoing interest to simplify land use decision making, lower City and customer costs, and to take advantage of enhanced efficiencies; and,

WHEREAS, while the City Council strives to implement simplifications and efficiency enhancements, modifications must not sacrifice quality of decision making or public input opportunities; and,

WHEREAS, the City's methodology of utilizing a Net Site Area formula for calculating residential densities has resulted in confusion and inconsistent application for staff and developers, places a heavy burden on a property owner when attempting to determine the lot yield that they can achieve when dividing land, and has resulted in lower density subdivisions than were anticipated in long range planning efforts and when establishing land use designations; and,

WHEREAS, a Gross Site Area formula is intended to provide easier understanding of lot yield, greater clarity and consistency in code application, and to increase the ability for a developer to achieve the density that is envisioned within the underlying zoning designation; and,

WHEREAS, an unintended consequence of establishing minimum density requirements is that smaller lots are difficult to subdivide. Their size, configuration, utility layout, existing development, and surrounding development tend to preclude any subdivision at all. Precluding subdivision of smaller lots is contrary to the City's infill

objectives. Therefore, short plat development requires greater flexibility in order to encourage small lot infill subdivision; and,

WHEREAS, while utilization of a Gross Site Area formula will enhance the ability to achieve maximum densities within a zone, strict application will complicate development proposals on lands that are heavily encumbered by features that preclude development. Parcels that are heavily encumbered with critical areas, BPA powerline easements, or conservation easements may result in very limited remaining land area to develop. Therefore, it is appropriate to establish administrative capabilities that allow for the deviation of minimum density requirements in order to enable further division of the remaining developable lot areas; and,

WHEREAS, the City's requirement that each subdivision achieve an overall average minimum lot size has had little benefit in the final design and function of new residential communities. Additionally, the minimum lot size within the R-5 zone has been a constraining factor when designing new R-5 communities and the ability to achieve maximum density; and,

WHEREAS, the Planning Commission held a publicly advertised meeting on August 8, 2017. The Planning Commission then held a publicly advertised hearing on September 6, 2017. Following public input, the Planning Commission deliberated on the matter and proceeded to vote in favor making a recommendation to City Council approving amendments to Title 18 that revise the methodology for calculating density and for eliminating the requirement that subdivisions incorporate an overall average lot size standard into their layout. The Planning Commission did not vote in favor of staff's recommendation to reduce the minimum lot size in the R-5 zone from 6,000 square feet to 4,500 square feet; and,

WHEREAS, pursuant to RCW 36.70A.106, the draft amendments were transmitted to the Washington State Department of Commerce in order to initiate state agency review. The City did not receive any comments from state agencies; and,

WHEREAS, a SEPA environmental checklist was prepared on July 31, 2017. A SEPA environmental threshold Determination of Non-Significance was issued on August 14, 2017. The August 17, 2017 edition of the Seattle Times provided notification of a 15-day public comment period, 15 day appeal period, and notification of the Planning Commission public hearing. The comment period expired on September 1, 2017, the appeal period expired on September 15, 2017, and the public hearing was held on September 6, 2017; and,

WHEREAS, on December 11, 2017 staff presented the Planning Commission's recommendation to City Council. Staff also presented the portion of the staff recommendation that the Planning Commission voted against; the reduction of the minimum lot size in the R-5 zone from 6,000 square feet to 4,500 square feet. City Council requested that the Planning Commission recommendation be forwarded to City Council for action and that the ordinance also include the staff recommendation to reduce the minimum lot size in the R-5 zone.

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

Section 1. Amendment to City Code. That Section 18.02.065 of the Auburn City Code be and the same hereby is amended to read as follows:

18.02.065 Methods of calculating density.

The permitted number of dwelling units or lots shall be determined as follows:

~~A. Net Site Area. The area of a site used to calculate the allowed number of dwelling units or lots shall exclude those areas designated for public rights-of-way, except for the designation of additional right-of-way along arterials, private streets, vehicle access easements, and on-site public or homeowners' association-maintained recreation space if required.~~

~~Further, the net site area shall be subject to the following adjustments and limitations for critical areas:~~

~~1. Net site areas shall exclude streams, wetlands, fish and wildlife habitat areas, and high landslide hazards; and~~

~~2. Net site area shall include any required critical area buffer, seismic hazards, and flood hazard areas when calculating base density, unless critical areas identified in subsection (A)(1) of this section are present; provided, that net site area shall not include required critical area buffers when calculating minimum density. The allowed number of dwelling units or lots for a site shall be computed by multiplying the net site area of the lot as calculated in this section by the applicable residential base density number found in the development standards for each zone.~~

A. Gross Site Area. The gross site area shall be used to calculate both the minimum and maximum number of allowed dwelling units or lots.

1. When calculations result in a fraction, the fraction shall be rounded to the nearest whole number as follows:

i. Fractions of 0.50 or above shall be rounded up; and

ii. Fractions below 0.50 shall be rounded down.

2. Calculating Base Density. Base density is calculated by multiplying the gross site area by the upper limit of units or lots allowed within the zone. For example, in the R-5 zone, where the density range allows up to 5 dwelling units per acre:

4.3 acre gross site area x 5 units per acre = 21.5 (rounded up to 22)

3. Calculating Minimum Density. Minimum density is calculated by multiplying the gross site area by the lower limit of units or lots allowed within the zone. For example, in the R-5 zone, where the density range allows as few as 4 dwelling units per acre:

4.3 acre gross site area x 4 units per acre = 17.2 (rounded down to 17)

4. Each lot shall meet the requirements established in Chapter 18.07 ACC for lot area, dimensions, setbacks, and other development standards.

5. Where a proposed area for subdivision cannot meet the minimum density due to encumbrance by critical areas, critical area buffers, or other similar types of features the preclude development, the applicant may seek to deviate from the

minimum density which will be reviewed as an administrative decision as part of the subdivision application. If the applicant seeks a variance from the development standards in Chapter 18.07 ACC the variance shall be processed utilizing the provisions of ACC 18.70.010. Alterations of a critical area or its buffer shall be processed in accordance with Chapter 16.01 ACC. Compliance with the density requirements of the underlying zone shall not be used as justification for alteration of a critical area.

B. "Base density" refers to the maximum number of dwelling units or lots allowed for a specific zone without application of the bonus density provisions of Chapter 18.25 or 18.49 ACC, expressed as units per net acre. Base densities for residential zones are specified in ACC 18.07.030. The minimum density requirements shall not apply to short plats that are processed under Chapter 17.09 ACC.

C. "Base units" refers to the number of allowable dwelling units for a site, as determined by multiplying the base density of the zone in which the site is located by the net site area.

For example, the R-5 zone has a base density of five units per acre; therefore, the maximum number of base units allowed on a lot with 0.6 acres of net site area in the R-5 zone is three units.

D. Bonus density, where applicable, shall be computed by adding the bonus units authorized by Chapter 18.25 or 18.49 ACC to the base units computed under this section.

E. When calculations result in a fraction, the fraction shall be rounded to the nearest whole number as follows:

1. Fractions of 0.50 or above shall be rounded up; and
2. Fractions below 0.50 shall be rounded down.

Section 2. Amendment to City Code. That Section 18.04.300 of the Auburn City Code be and the same hereby is amended to read as follows:

14.04.110 Density.

"Density" is a measure of population, housing units, or building area related to land area, and is expressed as a ratio, e.g., one dwelling unit per acre. See ACC 18.02.065 ~~for~~

features that are deducted from site are in the city of Auburn's calculation of density for the methodology for calculating density.

Section 3. Amendment to City Code. That Section 18.07.030 of the Auburn City Code be and the same hereby is amended to read as follows:

18.07.030 Development standards.

Table 18.07.030 Residential Development Standards

	Standard	RC	R-1	R-5	R-7	R-10	R-16	R-20
A	Base density (units per net acre)	0.25	1	5	7	10	16	20
B	Minimum density (units per net acre) ¹	0.25	1	4	5	8	12	15
C	Minimum average lot area per dwelling unit (square feet)	174,240	35,000	8,000	6,000	4,300	2,700	2,175
DC	Minimum lot area per dwelling unit (square feet)	174,240	35,000	6,000 4,500	4,300	2,000	2,000	2,000
ED	Minimum lot width (feet)²	125	125	50	40	20 for interior lots; 35 for exterior lots	20 for interior lots; 35 for exterior lots	20 for interior lots; 35 for exterior lots
FE	Minimum setbacks (feet)^{2,3}							

Table 18.07.030 Residential Development Standards

	Standard	RC	R-1	R-5	R-7	R-10	R-16	R-20
1	Residence front setback ³	35	35	10	10	10	10	10
2	Garage (minimum front setback required from street access) ³	20	20	20	20	20	20	20 unless alley-loaded then 15 provided there are 20 feet from any garage
3	Setback to any property line for barns, stables, or similar structures for enclosure of large domestic animals For other animals, see the supplemental development standards for animals in ACC 18.31.220	75	X	X	X	X	X	X
4	Setback to any property line for any corral, exercise yard, or arena for large domestic animals For other animals, see the supplemental development standards	35	X	X	X	X	X	X

Table 18.07.030 Residential Development Standards

	Standard	RC	R-1	R-5	R-7	R-10	R-16	R-20
	for animals in ACC 18.31.220							
5	Interior side setback	20	10	5	5	5	5	5
6	Street side setback ³	35	20	10	10	10	10	10
7	Rear setback ³	35	35	20	20	20	20	20
8	Rear setback, detached structure In all zones, 20 ft for structure with vehicular entrance oriented toward street or public alley ³	15	15	10	5	5	5	5
<u>GE</u>	Maximum lot coverage (%)	25	35	40	50	60	70	70
<u>HG</u>	Maximum impervious area (%)	25	50	65	75	N/A	N/A	N/A
<u>IH</u>	Maximum building height (feet)	35	35	35	35	45	45	50
<u>JI</u>	Maximum height of accessory buildings and structures	35 ⁴	35	16	16	16	NA	NA

Table 18.07.030 Residential Development Standards

	Standard	RC	R-1	R-5	R-7	R-10	R-16	R-20
<u>KJ</u>	Minimum front setback area landscape strip (feet)	N/A	N/A	5	5	10	10	10
<u>LK</u>	Minimum side setback area landscape strip (feet)	N/A	N/A	5	5	10	10	10
<u>ML</u>	Minimum landscaped open space (%)	N/A	N/A	N/A	N/A	20	20	20

1. ~~For purposes of calculating minimum density, critical area buffers are not included in net site area.~~ See ACC 18.02.065 for ~~calculation of net acreage for minimum density~~ calculating density.

2. All minimum lot widths, setbacks, and landscaping strips are subject to demonstration to the satisfaction of the city engineer that all required utility infrastructure, access requirements, and street elements can be accommodated in accordance with the design and construction standards.

3. In addition to meeting setback requirements, all structures must meet sight distance requirements in accordance with city design and construction standards.

4. Barns and other specialized structures used for agricultural purposes may exceed the height limits.

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

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, section or

portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective date. This Ordinance shall be in full force and effect five days after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

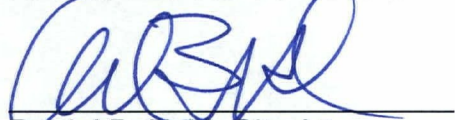
CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5335 (Snyder)

Date:

December 21, 2017

Department:

CD & PW

Attachments:

[Resolution No. 5335](#)

[Exhibit A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5335.

Background Summary:

Resolution No. 5335 authorizes the Mayor to execute an interlocal agreement with the other jurisdictions of the South County Area Transportation Board (SCATBd).

Background:

SCATBd is a Board of elected officials representing South King County jurisdictions for the purpose of information sharing, consensus building, and coordinating to resolve transportation issues, identifying priorities, making recommendations, and promoting transportation plans and programs that benefit the South King County area. The Board operates under an interlocal agreement that is revised every 2 to 4 years. The last agreement was approved by the City Council on August 5, 2013 and expires on December 31, 2017.

The City Council discussed the agreement on October 23, 2017 and on December 11, 2017. The agreement would provide for the continuation of the Board through December 31, 2019 with the ability to extend through December 31, 2021. The interlocal agreement also adopts Operating Procedures for the Board. The only revision to the agreement from the version previously reviewed by Council is Section 2.1, Item 9 which was added to address the voting authority related to Sound Transit issues.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: January 2, 2018

Item Number: RES.A

RESOLUTION NO. 5 3 3 5

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT WITH THE
OTHER JURISDICTIONS OF THE SOUTH COUNTY
AREA TRANSPORTATION BOARD**

WHEREAS, THE City of Auburn had entered into agreement with its neighboring cities and transportation related jurisdictions to address the cooperative inter-workings of the other jurisdictions on projects involving area transportation projects; and

WHEREAS, the entity through which these multi-agency agreements have been channeled has been the South County Area Transportation Board (SCATBd); and

WHEREAS, the purpose of such Agreements has been to recognize the SCATBd as the transportation board for the South King County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions; and

WHEREAS, the participating jurisdictions have commenced negotiation a current Agreement; and

WHEREAS, it is appropriate to empower the Mayor to work with the other jurisdictions to conclude negotiation of a new agreement and to execute the same on behalf of the City of Auburn.

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

Section 1. The Mayor is hereby authorized to execute an Agreement with the Couth County Area Transportation Board, which Agreement shall be in substantial conformity with the Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

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

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

Dated and Signed this ____ day of _____, 2017.

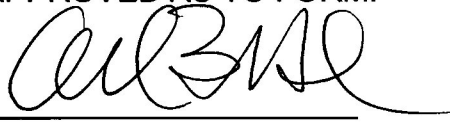
CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

South County Area Transportation Board Agreement

Parties to Agreement

City of Algona
City of Auburn
City of Black Diamond
City of Burien
City of Covington
City of Des Moines
City of Enumclaw
City of Federal Way
City of Kent
City of Maple Valley
City of Milton
City of Normandy Park
City of Pacific
City of Renton
City of SeaTac
City of Tukwila
Muckleshoot Indian Tribe
King County

Transmitted to parties for approval and signature on _____.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called “Algona”; the CITY OF AUBURN, hereafter called “Auburn”; the CITY OF BLACK DIAMOND, hereafter called “Black Diamond”; the CITY OF BURIEN, hereafter called “Burien”; the CITY OF COVINGTON, hereafter called “Covington”; the CITY OF DES MOINES, hereafter called “Des Moines”; the CITY OF ENUMCLAW, hereafter called “Enumclaw”; the CITY OF FEDERAL WAY, hereafter called “Federal Way”; the CITY OF KENT, hereafter called “Kent”; the CITY OF MAPLE VALLEY, hereafter called “Maple Valley”; the CITY OF MILTON, hereafter called “Milton”; the CITY OF NORMANDY PARK, hereafter called “Normandy Park”; the CITY OF PACIFIC, hereafter called “Pacific”; the CITY OF RENTON, hereafter called “Renton”; the CITY OF SEATAC, hereafter called “SeaTac”; the CITY OF TUKWILA, hereafter called “Tukwila”; the MUCKLESHOOT INDIAN TRIBE; and KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County” as members of the South County Area Transportation Board.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the South County Area Transportation Board has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the south King County area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the South County Area Transportation Board as the transportation board for the south King County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all of the following issues before the South County Area Transportation Board, unless otherwise noted, including:

1. Administrative issues, such additional members and use of dues
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs and projects.
6. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
9. Only cities within the Sound Transit district (Burien, SeaTac, Tukwila, Normandy Park, Des Moines, Federal Way, Renton, Kent, Auburn, Algona and Pacific) are able to vote on Sound Transit projects. However, the cities in the Sound Transit district are encouraged to seek the input of cities that are adjacent to the Sound Transit district boundaries on Sound Transit projects.

2.2 Members with Limited Voting Rights: The South County Area Transportation Board may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to this agreement in attendance at a regular meeting.

1. Recommendations to WSDOT on policies, programs and projects.
2. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2(a) Such members and voting rights, if any, shall be listed in operating procedures to be adopted by the South County Area Transportation Board.

2.3 Non-Voting Members: The South County Area Transportation Board may add non-voting members by unanimous vote of the parties to this agreement in attendance at a regular meeting. The

South County Area Transportation Board may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3(a) Such members shall be included in operating procedures to be adopted by the South County Area Transportation Board.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows:

Full Voting Members	Number of Representatives
City of Algona	1
City of Auburn	1
City of Black Diamond	1
City of Burien	1
City of Covington	1
City of Des Moines	1
City of Enumclaw	1
City of Federal Way	1
City of Kent	1
City of Maple Valley	1
City of Milton	1
City of Normandy Park	1
City of Pacific	1
City of Renton	1
City of SeaTac	1
City of Tukwila	1
Muckleshoot Indian Tribe	1
King County	3

3.2 Elected officials shall be appointed to the South County Area Transportation Board by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The South County Area Transportation Board shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair and vice-chair shall be elected per the operating procedures and shall be responsible for setting meeting agenda, running meetings and any other activities identified in the operating procedures.

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the South County Area Transportation Board. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency, in its sole discretion, shall determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining the South County Area Transportation Board membership rosters and distribution lists; arranging for Board meetings, including scheduling, agendas and rooms; collecting, administering and disbursing Board dues; providing Board meeting support to the chair and vice chair; attending Board meetings; and preparing Board meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 **Yearly Dues:** The South County Area Transportation Board members shall pay a minimum of \$100.00 per full voting representatives in annual dues to remain members in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100.00, and any dues required by limited or non-voting members, will be determined by the South County Area Transportation Board as prescribed in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the South County Area Transportation Board. The designated Lead Agency shall not be required to pay yearly dues.

6.2 **Annual Review of Financing:** The South County Area Transportation Board shall determine by June 30 of each year whether additional annual dues above \$100.00 per voting representatives will be required of the South County Area Transportation Board member jurisdictions for the following year.

6.3 **Additional financial contributions:** If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 **Modification to Agreement Required:** If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair of the South County Area Transportation Board at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to the South County Area Transportation Board and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2019, provided that unless terminated earlier in accordance with Section 9.0, this Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2020 and ending no later than December 31, 2021.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being extended or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event

either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

City of Algona

City of Auburn

City of Black Diamond

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Burien

City of Covington

City of Des Moines

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Federal Way

City of Kent

City of Maple Valley

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Normandy Park

By: _____

Date: _____

City of Pacific

By: _____

Date: _____

City of Renton

By: _____

Date: _____

City of SeaTac

By: _____

Date: _____

City of Tukwila

By: _____

Date: _____

Muckleshoot Indian Tribe

By: _____

Date: _____

King County

By: _____

Date: _____

City of Enumclaw

By: _____

Date: _____

City of Milton

By: _____

Date: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5338 (Snyder)

Date:

December 18, 2017

Department:

CD & PW

Attachments:

[Resolution No. 5338](#)

[Exhibit A](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5338.

Background Summary:

Resolution No. 5338 authorizes the Mayor to accept a state grant from the Washington State Transportation Improvement Board (TIB) in the amount of \$263,250.00 to finance the design and construction of the Auburn Way North Sidewalk Improvement Project (Project). The TIB grant requires a local funding match of 20.0%.

The Project will improve the safety and efficiency of Auburn Way North by constructing missing sections of sidewalk, constructing ADA improvements, constructing a Rectangular Rapid Flashing Beacon (RRFB) at the intersection with Auburn Avenue, and installing LED lighting.

It is anticipated that this project will begin construction in late summer of 2018.

Funding has been made available in the 102 Arterial Street fund to meet the local funding match requirements of the grant.

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

Snyder

Meeting Date: January 2, 2018

Item Number:

RES.B

RESOLUTION NO. 5 3 3 8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ACCEPTING A GRANT FROM THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR DESIGN AND CONSTRUCTION OF THE AUBURN WAY NORTH SIDEWALK IMPROVEMENT PROJECT

WHEREAS, the City of Auburn desires to improve safety and efficiency of Auburn Way North; and

WHEREAS, the need for sidewalk improvements on Auburn Way North is recognized in Auburn's adopted Transportation Improvement Program; and

WHEREAS, completing this Project will improve the safety and efficiency of Auburn Way North; and

WHEREAS, the City received a grant in the amount of \$263,250.00 from the Washington State Transportation Improvement Board (TIB) to assist in the design and construction of the Auburn Way North Sidewalk Improvement project (Project); and

WHEREAS, the TIB grant requires a local funding match of \$87,750.00; and

WHEREAS, funding has been made available in the approved City budget to meet the local funding match requirements for the grant; and

WHEREAS, it is in the best interest of the City to use grant monies to finance capital improvements to the transportation system.

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

Section 1. That the Mayor is hereby authorized to execute an agreement in substantial conformity with the agreement attached hereto, marked as Exhibit "A" incorporated herein accepting the grant for \$263,250.00 for the Auburn Way North Sidewalk Improvement Project.

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

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

Dated and Signed this _____ day of _____, 2017.

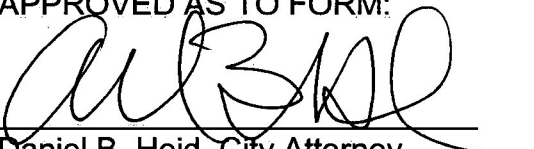
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney



City of Auburn
P-P-105(P03)-1
Auburn Way
2nd St SE to 5th St NE

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Auburn
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Auburn Way, 2nd St SE to 5th St NE (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Auburn, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$263,250 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

Project CP1804-AWN Sidewalk Improvement ProjectVicinity Map



Legend:

Sidewalk, curb, and driv



Installation of Rectangu

Aubl

E Main St

