



**City Council
Regular Meeting
March 17, 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, March 17, 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/87868387998>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

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: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

Please fax written comments to:
Attn: Shawn Campbell, 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

COUNCIL AD HOC COMMITTEE REPORTS

- A. Council Rules of Procedure

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 February 26, 2025, Special City Council Meeting
- B. Minutes of the March 3, 2025, City Council Meeting
- C. Claims Vouchers (Thomas)
Claims voucher list dated March 12, 2025 which includes voucher numbers 479150 through voucher 479195, voucher numbers 479197 through voucher 479282, in the amount of \$5,424,131.33, sixteen electronic fund transfers in the amount of \$4,205.19 and two wire transfers in the amount of \$867,393.84
- D. Claims Vouchers (Thomas)
Claims voucher list dated March 12, 2025 which includes voucher numbers 479196, in the amount of \$12,500.00
- E. Payroll Voucher (Thomas)
Payroll check numbers 539659 through 539662 in the amount of \$84,466.42, electronic deposit transmissions in the amount of \$2,851,251.05, for a grand total of \$2,935,717.47 for the period covering February 27, 2025 to March 12, 2025

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

UNFINISHED BUSINESS

NEW BUSINESS

RESOLUTIONS

- A. Resolution No. 5814 (Krueger)
A Resolution surplussing and deaccessing the artworks entitled “Hawk” and “The Long Look”

(RECOMMENDED ACTION: Move to adopt Resolution No. 5814.)

- B. Resolution No. 5816 (Gaub)
A Resolution authorizing the Mayor to execute an agreement with the other jurisdictions of the South County Area Transportation Board

(RECOMMENDED ACTION: Move to adopt Resolution No. 5816.)

- C. Resolution No. 5817 (Thomas)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2025 Waste Reduction and Recycling Grant Program and to accept and expend program grant funds

(RECOMMENDED ACTION: Move to adopt Resolution No. 5817.)

- D. Resolution No. 5818 (Thomas)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and Financial Consulting Solutions Group, Inc. to conduct a Comprehensive Rate Study for the water, sanitary sewer and storm drainage utilities

(RECOMMENDED ACTION: Move to adopt Resolution No. 5818.)

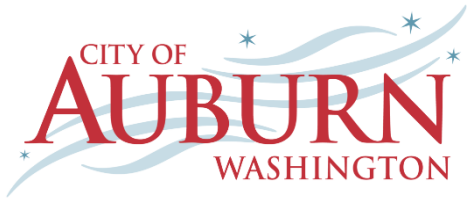
MAYOR AND COUNCILMEMBER REPORTS

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 of the February 26, 2025, Special City Council Meeting

Meeting Date:

March 17, 2025

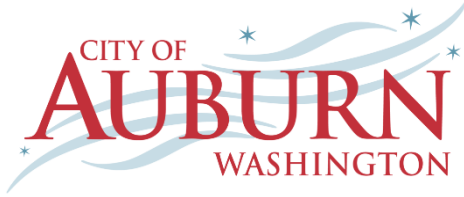
Department:

City Council

Attachments:

02-26-2025 Special Minutes

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



**City Council
Special Meeting
February 26, 2025 - 6:00 PM
Muckleshoot Casino Resort
White River, Green River, and Medicine
Convention Rooms
2402 Auburn Way South, Auburn, WA
98002**

MINUTES

CALL TO ORDER

Mayor Backus called the Special City Council Meeting to order at 6:00 p.m. at the Muckleshoot Casino Resort, 2402 Auburn Way South, Auburn, WA 98002.

Councilmembers present: Deputy Mayor Cheryl Rakes, Hanan Amer, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Director of Community Development Jason Krum, Director of Public Works Ingrid Gaub, Director of Human Services Kent Hay, Director of Parks, Arts, and Recreation Daryl Faber, Chief of Police Mark Caillier, Utility Billing Services Manager Joan Nelson, and City Clerk Shawn Campbell.

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 Special City Council Meeting was held in person and virtually.

DISCUSSION ITEMS

A. Mayor Backus' State of the City Address

Mayor Backus thanked all the City of Auburn staff and Councilmembers for their hard work and dedication to the City. She recognized former Deputy Mayor Larry Brown, former Councilmembers, area Mayors, Junior City Councilmembers, representatives from the Valley Regional Fire Authority (VRFA), Auburn School District, King County Councilmember Pete von Reichbauer, the Muckleshoot Indian Tribe, friends, and family.

Mayor Backus spoke about public safety, new construction in Auburn, the Comprehensive Transportation Plan, the Auburn Regional Airport, Maintenance and Operations work, City infrastructure, and the Next Step Auburn Internship Program. She also spoke about planning for the future of Auburn, the Auburn Avenue Theater, growth in population, growth projects, climate resilience, the Comprehensive Plan updates, Parks Department activities and programs, the homelessness program, the Auburn Resource Center, Community Court, and congratulated Directors Hinman and Faber on their retirement, acknowledging their dedication to the City.

Mayor Backus shared a story about an Auburn community member, Aaron Baker, who had turned his life around with the help and resources provided by Auburn's Anti-Homelessness Team.

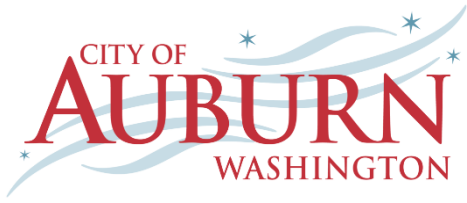
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:29 p.m.

APPROVED this 17th day of March 2025.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the March 3, 2025, City Council Meeting

Meeting Date:

March 17, 2025

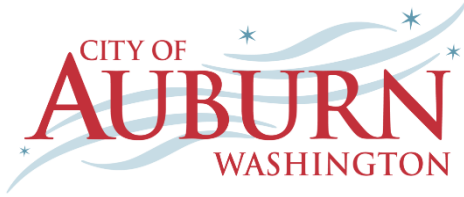
Department:

City Council

Attachments:

03-03-2025 Minutes

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



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

MINUTES

CALL TO ORDER

Mayor 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, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel. Councilmember Kate Baldwin was excused.

Mayor Nancy Backus and the following staff members present included: Senior City Staff Attorney Taryn Jones, Chief of Police Mark Caillier, Assistant Director of Community Development Steven Sturza, and Deputy City Clerk Hannah Scholl.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, Mayor's proclamations, or presentations

AGENDA MODIFICATIONS

There were no modifications to the agenda.

AUDIENCE PARTICIPATION

John Intravartolo Auburn, WA

John provided comments regarding the need for improvements to the outdoor bocce courts at Les Gove Park.

Salvatore Eascone Auburn, WA

Salvatore provided comments regarding the need for improvements to the bocce courts at Les Gove Park.

Tim Gilmore Auburn, WA

Tim expressed concerns regarding Schneider Homes, multifamily developments, community safety and health issues.

Virginia Haugen Auburn, WA

Virginia expressed concerns regarding the Comprehensive Plan and land development.

Jeffrey Walker Auburn, WA

Jeffrey expressed concerns regarding the wages that food delivery drivers receive.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

- A. Minutes from the February 18, 2025, City Council Meeting
- B. Minutes from the February 24, 2025, Study Session Meeting
- C. Claims Vouchers (Thomas)
Claims voucher list dated February 26, 2025 which includes voucher numbers 479056 through voucher 479149, in the amount of \$4,256,031.31, four electronic fund transfers in the amount of \$6,768.79 and two wire transfers in the amount of \$712,185.29
- D. Payroll Voucher (Thomas)
Payroll check numbers 539655 through 539657 in the amount of \$685,659.31, electronic deposit transmissions in the amount of \$2,601,823.16, also a special payroll for a severance payment with an electronic deposit transmission in the amount of \$14,427.11, for a grand total of \$3,301,909.58 for the period covering February 13, 2025 to February 26, 2025

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

MOTION CARRIED UNANIMOUSLY. 5-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

RESOLUTIONS

A. Resolution No. 5804 (Krum)

A Resolution authorizing the duly-appointed administering agency for the South King Housing and Homelessness Partners to execute all documents necessary to enter into agreements for the funding of Affordable Housing Projects, as recommended by the SKHHP Executive Board, utilizing funds contributed by the City to the SKHHP Housing Capital Fund

Councilmember Trout-Manuel moved and Councilmember C. Taylor seconded to adopt Resolution No. 5804.

MOTION CARRIED UNANIMOUSLY. 5-0

B. Resolution No. 5815 (Krum)

A Resolution relating to the endorsement of the Kent Valley Economic Development Air and Space Manufacturing Roundtable

Councilmember T. Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5815.

MOTION CARRIED UNANIMOUSLY. 5-0

MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Deputy Mayor Cheryl Rakes reported she attended the Green River College Community Day event and Daryl Faber's retirement party.

Councilmember Hanan Amer reported she attended the Association of Washington Cities (AWC) Action Days Conference and the Washington Thoroughbred Breeders & Owners Association (WTBOA) Annual Awards Banquet.

Councilmember Clinton Taylor reported he attended the AWC Action Days Conference and the Mayor's State of the City address.

Councilmember Tracy Taylor reported she attended the AWC Action Days Conference and the Mayor's State of the City address.

Councilmember Yolanda Trout-Manuel reported she attended the AWC Action Days Conference and the Green River College Community Day event.

B. From the Mayor

Mayor Backus reported she attended the AWC Action Days Conference, AWC Board of Directors' meeting, WTBOA Annual Awards Banquet, and participated in the interview panel for the CEO Position for Sound Transit.

She also spoke about Substitute House Bill 1380 related to the Boise and Grants Pass decision, and noted that Auburn will be asking the State Legislators to oppose this Bill.

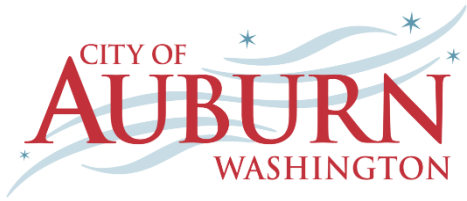
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:34 p.m.

APPROVED this 17th day of March 2025.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Claims voucher list dated March 12, 2025 which includes voucher numbers 479150 through voucher 479195, voucher numbers 479197 through voucher 479282, in the amount of \$5,424,131.33, sixteen electronic fund transfers in the amount of \$4,205.19 and two wire transfers in the amount of \$867,393.84

Meeting Date:

March 17, 2025

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

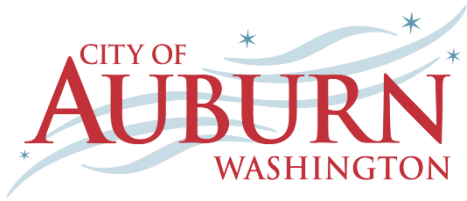
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated March 12, 2025 which includes voucher numbers 479150 through voucher 479195, voucher numbers 479197 through voucher 479282, in the amount of \$5,424,131.33, sixteen electronic fund transfers in the amount of \$4,205.19 and two wire transfers in the amount of \$867,393.84.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)
Claims voucher list dated March 12, 2025 which includes voucher numbers
479196, in the amount of \$12,500.00

Meeting Date:

March 17, 2025

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

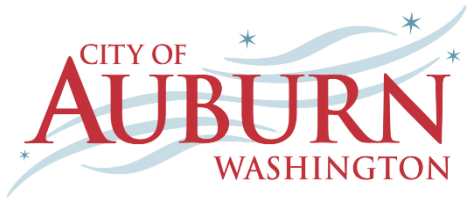
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated March 12, 2025 which includes voucher numbers 479196, in the amount of \$12,500.00.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)
Payroll check numbers 539659 through 539662 in the amount of \$84,466.42, electronic deposit transmissions in the amount of \$2,851,251.05, for a grand total of \$2,935,717.47 for the period covering February 27, 2025 to March 12, 2025

Meeting Date:

March 17, 2025

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

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

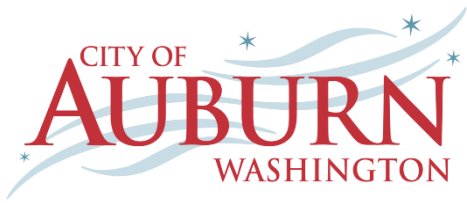
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539659 through 539662 in the amount of \$84,466.42, electronic deposit transmissions in the amount of \$2,851,251.05, for a grand total of \$2,935,717.47 for the period covering February 27, 2025 to March 12, 2025.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5814 (Krueger)

A Resolution surplusssing and deaccessing the artworks entitled "Hawk" and "The Long Look"

Meeting Date:

March 17, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5814.)

Department:

Parks, Arts & Recreation

Attachments:

RES 5814_Deaccession of Hawk
and The Long Look,
Deaccession Request
Packet_Hawk_Steve Tyree,
Deaccession Request
Packet_The Long Look_Brad
Rude

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5814.

Background for Motion:

Executing Resolution No. 5814 authorizes the City of Auburn to deaccess two public art pieces from the Public Art Collection. Due to theft, each piece is damaged beyond reasonable repair.

Background Summary:

The Art in Public Places Policy (Section 3.2) requires that the deaccession of public art be approved by both the Arts Commission and the City Council. At the Arts Commission meeting of March 4, 2025, staff presented the Arts Commission with the deaccession request reports for the "Hawk" by Steve Tyree and "The Long Look" by Brad Rude.

The Arts Commission voted in favor of deaccessioning both pieces, given that they have been stolen and are damaged beyond reasonable repair.

Councilmember: Cheryl Rakes

Staff: Julie Krueger

RESOLUTION NO. 5814

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SURPLUSSING AND DEACCESSING THE ARTWORKS ENTITLED “HAWK” AND “THE LONG LOOK”

WHEREAS, the “Hawk” artwork by Steve Tyree had been located in Game Farm Park since 2018; and

WHEREAS, the “The Long Look” artwork by Brad Rude had been located in Centennial Viewpoint Park since 1991; and

WHEREAS, both artworks have been stolen and damaged to an extent that the expense of restoration exceeds the artwork’s current market value and the artwork no longer represents the artist’s intent in creating it; and

WHEREAS, both artists were notified of the City’s intent to deaccess their works of art and neither objected to deaccession; and

WHEREAS, the Auburn Arts Commission reviewed each work of art and unanimously approved the deaccession of each; and

WHEREAS, if “Hawk” is deaccessed, the City will repurpose or dispose of any remaining elements of the artwork.

WHEREAS, if “The Long Look” is deaccessed, the City will return remaining elements of the artwork to the artist.

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

Section 1. The following City of Auburn works of art are surplused and deaccessed:

- “Hawk”
- “The Long Look”

and the City will cease to insure and maintain the artworks, which will be removed from the City’s permanent art collection. The Auburn Arts Commission is authorized to determine the use of any elements of either artwork that remain in the City of Auburn’s possession.

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 this _____ day of _____, 2025.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

City of Auburn, WA

Request for the Deaccession of Public Artwork

Please see The City's Deaccession Policy and procedure before removing any objects from the permanent collection. Please use one form per item.

Artwork: *Hawk*

Artist: Steve Tyree

Location: Game Farm Park, 3030 R St SE, Auburn, WA 98002

Date Accessioned: 8/08/2016

Acquisition Method: Purchase

Original Cost: \$8,750.00

Current Market Value: \$0

Current Insurance Value: \$0

Estimated cost of Repair : Original Purchase Cost: \$8,750.00

Condition: ☒ Destroyed ☐ Poor ☐ Very Poor ☐ Fair
 ☐ Good ☐ Very Good ☐ Excellent

Reason for Deaccession (Check all that apply):

- ☒ Theft of the artwork.
- ☒ Damage beyond reasonable repair, and/or artwork is damaged to the extent that it no longer represents the artist's intent, and/or it is damaged to the extent that the expenses of restoration and repair are found to equal or exceed current market value of the artwork.
- ☐ Portable artwork is not, or is only rarely, on display due to lack of a suitable site.
- ☐ For site-integrated or site-specific artworks, the site for which the artwork was specifically created is structurally or otherwise altered and can no longer accommodate the artwork, is made publicly inaccessible as a result of new construction, demolition, or security enhancement, or has its surrounding environment altered in a way that significantly and adversely impacts the artwork.
- ☐ For site-integrated or site-specific artworks, the site for which the artwork was specifically created is sold or acquired by an entity other than City of Auburn.
- ☐ There exists a documented history of incident(s) that shows the artwork is a threat to public safety.
- ☐ The artist legally exercises the Right of Disassociation granted by the Visual Artists Rights Act of 1990, preventing the use of his or her name as the creator of the artwork.
- ☐ The artwork requires excessive maintenance to the extent that the expenses are found to equal or exceed current market value of the artwork.
- ☐ The City wishes to replace the artwork with another work by the same artist.

City of Auburn, WA

Request for the Deaccession of Public Artwork

- ☐ At the time of accessioning, if complete information on the provenance of the artwork is not available, or more information has since become available, indicating that the artwork does not meet accession or art selection criteria.
- ☐ The artwork has become a violation of a city code, policy or regulation.

Additional Reasons/notes:

I received an email on 12/11/24 alerting me that one of the City's bronze public artworks, titled "Hawk," had been stolen and was missing from it's location at the entrance of Game Farm Park. It's unclear exactly when the theft took place.

Estimation bid for restoration by Artech: **N/A**

Documentation of correspondence with the artist regarding the above: **See attached**

Photo documentation of site conditions, if applicable: **See attached**

Police Report: **See attached**

☒ Agreement that Artist has been notified and has NOT requested reconsideration: **See attached**

☐ Artist has requested reconsideration:

Artwork will (after proposed deaccession) will be:

☐ Returned to Artist. ☐ Repurposed by City. ☒ Disposed of by City. ☐ Transferred.

Date of Return/Repurpose/Disposal/Transfer:

Transfer: **N/A**

Additional notes:

Recommended for Deaccession by: Allison Hyde, City of Auburn Arts Program Supervisor

Approved for Deaccession by Arts Commission on: _____

Final Approval of Deaccession by Mayor and City Council: _____

Artwork: *Hawk*

Artist: Steve Tyree

Location: Game Farm Park, 3030 R St SE, Auburn, WA 98002

Date Accessioned: 8/08/2016

Original Cost: \$8,750.00

City of Auburn, WA

Request for the Deaccession of Public Artwork

Photographs of artwork proposed for deaccession:



Hawk by Steve Tyree installed at Game Farm park in 2019 (above)

City of Auburn, WA
Request for the Deaccession of Public Artwork



Hawk by Steve Tyree theft and damages in 2024 (above)

AUBURN POLICE DEPARTMENT SUMMARY INCIDENT REPORT



REPORT NUMBER: 24-E01338

INCIDENT INFORMATION

INCIDENT	INCIDENT TYPE	INITIALS	☒	DATE/TIME STARTED	DATE/TIME ENDED	DATE/TIME
TPOT	Theft	SUPP	☐	12/10/2024 12:11 PM	12/11/2024 12:11 PM	12/12/2024 02:07 PM
REPORT FILED FROM	TRACKING NUMBER	LOCATION OF OCCURRENCE			APPROVED BY:	
***	T24003478	Game Farm Park, 3030 R St SE, Auburn, WA			3210/Tara Knigge	
LOCATION TYPE	THEFT TYPE	METHOD OF	METHOD OF EXIT	PT OF	PT OF EXIT	ENTRY LOC
Park-Playgrounds		Removed				

PERSON LISTINGS

1	TYPE	LAST NAME			DOB	RACE	SEX	DRIVER LIC NO	LIC		
	Victim	City of Auburn									
	SSN	ETHNICITY	RESIDENT	EYE COLOR	HAIR COLOR	AGE	HEIGHT	WEIGHT	CELL PHONE		
	EMAIL	RESIDENCE ADDRESS						HOME PHONE			
	EMPLOYER NAME	BUSINESS ADDRESS						WORK PHONE			
		City of Auburn			***			253-804-5043			
2	TYPE	LAST NAME			FIRST NAME	MIDDLE NAME	DOB	RACE	SEX	DRIVER LIC NO	LIC
	Repor	Hyde			Allison			***	***	*	
	SSN	ETHNICITY	RESIDENT	EYE COLOR	HAIR COLOR	AGE	HEIGHT	WEIGHT	CELL PHONE		
	EMAIL	RESIDENCE ADDRESS						HOME PHONE			
	EMPLOYER NAME	BUSINESS ADDRESS						WORK PHONE			
		City of Auburn			***			***			

PROPERTY LISTINGS

1	INVL	ITEM	QUANTIT	BRAND	MODEL	
	Stolen	Other Items	1	Sculpture (Art)	Bronze sculpture	
	SERIAL NO	OWNER APPLIED NO	COLOR	MKT VALUE	DMG VALUE	
			Brown	\$ 11000.00	\$	
DESCRIPTION						
An outdoor bronze sculpture of a hawk at Game Farm Park entrance.						

NARRATIVE

I received an email on 12/11/24 alerting me that one of the City's bronze public artworks, titled "Hawk," had been stolen and was missing from it's location at the entrance of Game Farm Park. It's unclear exactly when the theft took place.

Correspondence with Steve Tyree (the artist)

From: Toni Tyree <tyree.paintings@gmail.com>

Sent: Wednesday, January 22, 2025 7:34 AM

To: Allison Hyde <ahyde@auburnwa.gov>

Subject: Re: Sad News... Theft of Hawk from Auburn's Game Farm Park

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Hello Allison,

Yes that is sad news and I am sorry to hear that it happened.

I will not need the base back. So if you know of another artist that could use the metal you are welcome to donate it to them.

Thanks,

Steve

Sent from my iPhone

On Jan 14, 2025, at 11:42 AM, Allison Hyde <ahyde@auburnwa.gov> wrote:

Dear Steve Tyree,

Good morning! I hope this finds you well. I am sorry to be the bearer of bad news, but I need to share the sad news that your sculpture titled "Hawk" was stolen from Game Farm Park around December 11th, 2024. We have filed a police report, but have no leads on retrieving it.

As you know from recent experience, we have had trouble recently with bronze artworks being stolen, and given that recent track record, we have had to make the difficult decision

to not replace this artwork. I will speak from my own perspective and say that it's very discouraging when the public treats artwork so disrespectfully since it's something that is truly there for the entire community to enjoy. We have loved having this beautiful artwork of yours in our collection and hope we have the chance to work with you again in the future.

If we need to reach out to you with any further information, or permission to "deaccession" this piece from our collection, I will be in touch. We do still have the base of the piece, which we will remove and put in storage. If you would like it, I am more than happy to schedule a time to meet with you.

Sincerely,

Allison

Allison Hyde | Arts Program Supervisor

Pronouns (she/her/hers)

City of Auburn Parks, Arts & Recreation

253.804.5043, ahyde@auburnwa.gov

More ARTS Than You Imagined!

The information contained in this electronic communication is personal, privileged and/or confidential information intended only for the use of the individual(s) or entity(ies) to which it has been addressed. If you read this communication and are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication, other than delivery to the intended recipient is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail. Thank you.

City of Auburn, WA

Request for the Deaccession of Public Artwork

Please see The City's Deaccession Policy and procedure before removing any objects from the permanent collection. Please use one form per item.

Artwork: *The Long Look*

Artist: Brad Rude

Location: Centennial Viewpoint Park, 1700 Mountain View Drive SW

Date Accessioned: 1991

Acquisition Method: Commission

Original Cost: \$20,000 (original 1991 cost) | \$30,000 (refabrication from 2012 theft)

Current Market Value: \$0

Current Insurance Value: N/A (\$55,000 insurance payment already received)

Estimated cost of Repair: N/A (replacement: \$60,000+)

Condition: ☒ Destroyed ☐ Poor ☐ Very Poor ☐ Fair
 ☐ Good ☐ Very Good ☐ Excellent

Reason for Deaccession (Check all that apply):

- ☒ Theft of the artwork.
- ☒ Damage beyond reasonable repair, and/or artwork is damaged to the extent that it no longer represents the artist's intent, and/or it is damaged to the extent that the expenses of restoration and repair are found to equal or exceed current market value of the artwork.
- ☐ Portable artwork is not, or is only rarely, on display due to lack of a suitable site.
- ☐ For site-integrated or site-specific artworks, the site for which the artwork was specifically created is structurally or otherwise altered and can no longer accommodate the artwork, is made publicly inaccessible as a result of new construction, demolition, or security enhancement, or has its surrounding environment altered in a way that significantly and adversely impacts the artwork.
- ☐ For site-integrated or site-specific artworks, the site for which the artwork was specifically created is sold or acquired by an entity other than City of Auburn.
- ☐ There exists a documented history of incident(s) that shows the artwork is a threat to public safety.
- ☐ The artist legally exercises the Right of Disassociation granted by the Visual Artists Rights Act of 1990, preventing the use of his or her name as the creator of the artwork.
- ☐ The artwork requires excessive maintenance to the extent that the expenses are found to equal or exceed current market value of the artwork.
- ☐ The City wishes to replace the artwork with another work by the same artist.

City of Auburn, WA

Request for the Deaccession of Public Artwork

- ☐ At the time of accessioning, if complete information on the provenance of the artwork is not available, or more information has since become available, indicating that the artwork does not meet accession or art selection criteria.
- ☐ The artwork has become a violation of a city code, policy or regulation.

Additional Reasons/notes:

At approximately 08:15AM I received a call from a coworker that while opening up Centennial Viewpoint Park this morning they noticed that the gate to the park had been broken, Padlock cut, and the bronze sculpture of a Deer had been stolen. I then immediately drove to the park to meet with my coworker and observed that the padlock to the park gate had appeared to be cut as well as the gate itself. I then walked over to where the deer was located and observed that the deer sculpture had been cut at the base and is in fact missing. I proceeded to then take pictures of the damage to the padlock, the park gate, and the location of the deer sculpture and emailed them to myself and my supervisor.

Estimation bid for restoration by Artech: **N/A**

Documentation of correspondence with the artist regarding the above: **See attached**

Photo documentation of site conditions, if applicable: **See attached**

Police Report: **See attached**

☒ **Agreement that Artist has been notified and has NOT requested reconsideration: See attached**

☐ **Artist has requested reconsideration:**

Artwork will (after proposed deaccession) will be:

☒ Returned to Artist. ☐ Repurposed by City. ☐ Disposed of by City. ☐ Transferred.

Date of Return/Repurpose/Disposal/Transfer: TBD

Transfer: N/A

Additional notes:

Recommended for Deaccession by: Allison Hyde, City of Auburn Arts Program Supervisor

Approved for Deaccession by Arts Commission on: _____

Final Approval of Deaccession by Mayor and City Council: _____

City of Auburn, WA

Request for the Deaccession of Public Artwork

Artwork: *The Long Look*

Artist: Brad Rude

Location: Centennial Viewpoint Park, 1700 Mountain View Drive SW

Date Accessioned: 1991

Original Cost: \$20,000 (original 1991 cost) | \$30,000 (refabrication from 2012 theft)

Photographs of artwork proposed for deaccession:



The Long Look by Brad Rude after being installed at Centennial Viewpoint Park in 2013 (above)



The Long Look by Brad Rude theft and damages in 2024 (above)



This incident has been reported to the
Auburn Police Department
and is pending approval

Auburn Police Department
340 East Main Street; Suite 201
Auburn, WA 98002
253-931-3080

General Information

Incident Type

Theft

Tracking Number

T23000375

Report Date

03/27/2023 11:15 AM

Reporting Person Information

Employer Name

City of Auburn

Work Address

2020 Mountain View Drive, Auburn, WA 98001, US

Name

Etris, Lence

Home Address

Home Phone

Email

Work Phone

Race

Sex

DOB

Driver License No

Licensing State

Incident Information

Incident Location

Centennial Viewpoint Park, Auburn, WA

Incident Time (start)

03/27/2023 08:15 AM

Incident Time (end)

03/27/2023 08:20 AM

Location Type

Park-Playgrounds

Theft Type

Other (Dine & Dash)

Method of Entry

Cut Padlock

Property Information

No 1

Type

Other Items

Brand

Unknown

Model

Unknown

Color

Bronze

How Many

1

Market Value (\$)

54000

Property Description

Bronze sculpture of a deer

Narrative

Incident Description

At approximately 08:15AM I received a call from a coworker that while opening up Centennial Viewpoint Park this morning they noticed that the gate to the park had been broken, Padlock cut, and the bronze sculpture of a Deer had been stolen. I then immediately drove to the park to meet up with my coworker and observed that the padlock to the park gate had appeared to be cut as well as the gate itself. I then walked over to where the deer was located and observed that the deer sculpture had been cut at the base and is in fact missing. I proceeded to then take pictures of the damage to the padlock, the park gate, and the location of the deer sculpture and emailed them to myself and my Supervisor.

Print this Report

Correspondence with Brad Rude (the artist)

From: Brad Rude <brad@bradrude.com>

Sent: Saturday, March 1, 2025 11:31 AM

To: Allison Hyde <ahyde@auburnwa.gov>

Cc: Julie Krueger <jkrueger@auburnwa.gov>

Subject: Re: Centennial Viewpoint Park Contract Dissolution

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Hello Allison,

Thank you for working through the situation with me during our phone call yesterday and for your support in determining the best solution for all.

I am confirming that I agree to dissolve the agreement for artistic services for Centennial Viewpoint Park.

The Phase I payment amount will be sent back to you as requested.

I will likely be late spring before I am able to drive over to Auburn to pick up the bronze log but I will let you know when it looks like that may likely happen.

All my best,

Brad

On Fri, Feb 28, 2025 at 11:53 AM Allison Hyde <ahyde@auburnwa.gov> wrote:

Dear Brad,

Hi! Thank you for the phone conversation today. I am following up to confirm that we are in mutual agreement to dissolve the Agreement for Artistic Services for Centennial Viewpoint Park and confirm that you will return the full amount paid for contract phase I (\$13,750) by check , and we will return the remaining bronze log portion of “The Long Look” sculpture to you.

Please email me to confirm that we are in agreement with this plan. The check can be sent by mail and made out to: City of Auburn, with “Refund for Phase I Check #477477” in the memo line, and addressed by mail to: Allison Hyde, City of Auburn, 910 Ninth Street SE, Auburn, WA, 98002.

Once this is complete, I will stay in touch with you to determine a date for the pick up of the bronze log, which will be yours to keep.

Thank you again and best regards,

Allison

Allison Hyde | Arts Program Supervisor

Pronouns (she/her/hers)

City of Auburn Parks, Arts & Recreation

253.804.5043, ahyde@auburnwa.gov

More ARTS Than You Imagined!

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--

Brad Rude

c: 509-520-3098

Website: bradrude.com

On Tue, Aug 1, 2023 at 1:04 PM Allison Hyde <ahyde@auburnwa.gov> wrote:

Brad,

Hi! Ok, thanks for thinking about that. No, we do not have a specific timeline in mind, but it would be good to get a new contract in place before the end of the year if we are going to move forward with something.

The bronze log is still onsite. Our crew could not figure out how to deinstall it. Do you recall how it was mounted to the concrete pad?

Thank you,

Allison

Allison Hyde (*she/her*)

Arts Program Supervisor

[City of Auburn](http://CityofAuburn)

(253) 804-5043

From: Brad Rude <brad@bradrude.com>

Sent: Tuesday, August 1, 2023 5:40 AM

To: Allison Hyde <ahyde@auburnwa.gov>

Subject: Re: Sad News - Auburn's "The Long Look" Stolen

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Allison,

Sounds great!

Let me do some thinking about all of this and I will work on some ideas.

Is there a timeline/deadline of any sort that we are working towards as far as replacing the sculpture?

And just confirming that the bronze log is still there.

Has that been moved to storage?

thanks,

Brad

On Mon, Jul 31, 2023 at 10:27 AM Allison Hyde <ahyde@auburnwa.gov> wrote:

Brad,

Hello! That's great to hear that you might be able to consider working with another material for a replacement piece. As far as budget goes, we could certainly spend the \$55,000 that we received from the insurance company for the sculpture that was stolen, and possibly more depending on the design and materials needed for a piece of that scale. What type of material are you thinking of, and what would the budget need to be to create a piece of a similar scale to before?

Thank you,

Allison

Allison Hyde (*she/her*)
Arts Program Supervisor
[City of Auburn](#)
(253) 804-5043

From: Brad Rude <brad@bradrude.com>
Sent: Sunday, July 30, 2023 5:42 AM
To: Allison Hyde <ahyde@auburnwa.gov>
Subject: Re: Sad News - Auburn's "The Long Look" Stolen

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Hi Allison,

I am excited that there is interest in having me do a replacement piece for the site there.

Yes I'd also be up for thinking about another material.

Do you happen to know what the budget is for the replacement as that could impact what material can be used depending on costs.

Thanks!!

Brad

On Fri, Jul 28, 2023 at 1:01 PM Allison Hyde <ahyde@auburnwa.gov> wrote:

Brad,

Hello again! I wanted to reach out to inquire if you would consider working in another material for a sculpture at that site? Have you ever cast in concrete, aluminum or other less desirable-to-steal material? We would really love to have a replacement artwork for this site by you. Unfortunately, after two times having the piece stolen, and other recent bronze thefts in Auburn, we do not think it is wise to replace a bronze at this location so are looking into other options.

Feel free to let me know your thoughts on that and we can schedule a phone call if needed too.

Thanks and have a great weekend!

Allison

Allison Hyde (*she/her*)
Arts Program Supervisor
[City of Auburn](#)
(253) 804-5043

From: Brad Rude <brad@bradrude.com>

Sent: Thursday, April 13, 2023 1:04 PM

To: Allison Hyde <ahyde@auburnwa.gov>

Subject: Re: Sad News - Auburn's "The Long Look" Stolen

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Hello Allison,

Well this is definitely sad news for sure.

I can give you a call to discuss, but wanted to ask if the log was stolen as well?

Also, just to let you know, the mold for that deer sculpture was made many, many years ago and has been deemed non-viable and thus was destroyed.

So, that specific deer would not be able to be recast.

I have a new life-size black bear that we could replace it with.

I think it would look fantastic.

Maybe we could do a stone base and with the thicker bear paws/legs we could use some high-level anti theft materials.

Just some initial thoughts....

Error! Filename not specified.

Let me know when is a good time to talk.

thanks,

Brad

On Thu, Apr 13, 2023 at 8:44 AM Allison Hyde <ahyde@auburnwa.gov> wrote:

Dear Brad Rude,

Good morning! I hope this finds you well. I wanted to reach out to let you know the unfortunate news that your sculpture titled “The Long Look” was stolen again, and we were notified on March 27th. We have filed a police report and have begun the insurance claim process, but are wondering what your thoughts are for next steps.

Sadly, the artwork has been stolen from this site twice now, which makes us question whether or not it is wise to once again cast it in bronze and replace it in the same material at the same location. Our staff wondered if it would be possible to recast the sculpture in a less valuable material to go at the same site? Or if there were a way to fill the hollow inside of the sculpture with something more theft deterrent like concrete? I know that these might be stupid questions, and that the last time it was recast there was an anti-theft rod installed inside it.

Although this does seem like the perfect site for the piece given it’s scenic overlook, we have concerns about replacing in-kind since this is not only the second time it has been stolen from this location but it is also th second bronze piece we have had stolen this year.

Looking forward to your thoughts.

Thank you,

Allison

Allison Hyde | Arts Program Supervisor

Pronouns (she/her/hers)

City of Auburn Parks, Arts & Recreation
253.804.5043, ahyde@auburnwa.gov

More ARTS Than You Imagined!

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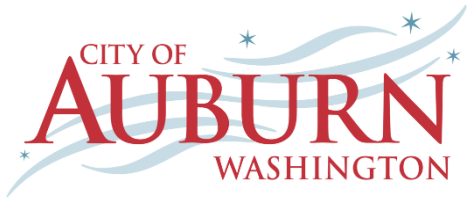
BRAD RUDE

Phone: 509-520-3098

E-mail: brad@bradrude.com

Web site: bradrude.com

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5816 (Gaub)

A Resolution authorizing the Mayor to execute an agreement with the other jurisdictions of the South County Area Transportation Board

Meeting Date:

March 17, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5816.)

Department:

Public Works

Attachments:

Resolution 5816, Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5816.

Background for Motion:

The Resolution authorizes an agreement allowing the City to continue to participate on the Board which develops and recommends transportation policies, projects and programs for the South King County area.

Background Summary:

Auburn is currently a member of the South County Area Transportation Board (SCATBd). SCATBd serves 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. The SCATBd also makes recommendations to the Puget Sound Regional Council (PSRC) for regional grant applications for the South King County area that can directly benefit the City of Auburn.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5816

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, pursuant to Resolution No. 4983 adopted on August 5, 2013, the City of Auburn entered into an agreement with its neighboring cities, King County, and the Muckleshoot Indian Tribe, in recognition that multi-jurisdictional transportation planning and coordinated transportation plans benefits its residents (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the South County Area Transportation Board (SCATBd) 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; and

WHEREAS, the participating jurisdictions have updated the current Agreement; and WHEREAS, it is appropriate to empower the Mayor to execute a new agreement on behalf of the City of Auburn.

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

Section 1. The Mayor is authorized to execute an updated Agreement with the South 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. 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 this _____ day of _____, 2025.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Exhibit A
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 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 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 as additional members and use of dues.
2. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board.
3. Recommendations to Sound Transit on policies and capital and service plans and implementation.
4. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
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. Recommendations 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. Letters of support for transportation 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. Recommendations 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/Votes
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 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 or co-chairs 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 or co-chairs; attending Board meetings; and preparing Board meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 Annual Review of Financing: The South County Area Transportation Board shall determine by June 30 of each year whether annual dues of \$100.00 per voting representatives will be required of the South County Area Transportation Board member jurisdictions for the following year. Additionally, King County will provide the South County Area Transportation Board a status update on funds collected and funds remaining by June 30 of each year.

6.2 Yearly Dues: The Lead Agency may 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 refreshments, room rentals, speaker fees, 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.

6.3 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, 2027, 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, 2028, and ending no later than December 31, 2029.

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.

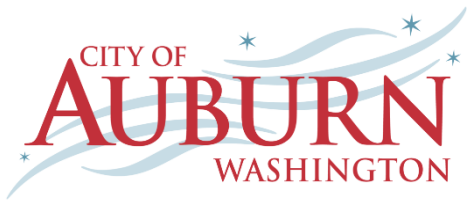
14.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

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 By: _____ Date: _____	City of Auburn By: _____ Date: _____	City of Black Diamond By: _____ Date: _____
City of Burien By: _____ Date: _____	City of Covington By: _____ Date: _____	City of Des Moines By: _____ Date: _____
City of Federal Way By: _____ Date: _____	City of Kent By: _____ Date: _____	City of Maple Valley By: _____ Date: _____
City of Normandy Park By: _____ Date: _____	City of Pacific 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. 5817 (Thomas)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2025 Waste Reduction and Recycling Grant Program and to accept and expend program grant funds

Meeting Date:

March 17, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5817.)

Department:

Finance

Attachments:

RESOLUTION #5817 - 2025 WRR Grant

Agreement, Exhibit A

DUE_3625_City_of_Auburn_6527249_Interagenc

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5817.

Background for Motion:

Resolution No. 5817 is for a \$48,706.00 grant from King County for the City's 2025 Waste Reduction and Recycling Program.

Background Summary:

King County requests to enter into a contract with the City of Auburn for the 2025 Waste Reduction and Recycling (WRR) Program. King County has extended \$48,706.00 for the City to promote waste reduction and recycling to businesses, residents, and schools.

The grant funding will be used to support the following: Community Yard Sale, classroom presentations, outreach at City-sponsored events, a recycling collection event, and a multifamily contamination reduction project.

The WRR grant provides a 25% match to the Department of Ecology's Solid Waste Financial Assistance Grant.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

RESOLUTION NO. 5817

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 WASTE REDUCTION AND RECYCLING GRANT PROGRAM AND TO ACCEPT AND EXPEND PROGRAM GRANT FUNDS

WHEREAS, King County and the City of Auburn have adopted the King County Solid Waste Management Plan, which includes recycling and waste reduction goals; and

WHEREAS, in order to help meet these goals, the King County Solid Waste Division has established a Waste Reduction and Recycling Grant Program for the suburban cities; and

WHEREAS, this program provides funding to further the development of local waste reduction and recycling for Auburn businesses and residents.

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

Section 1. The Mayor is authorized to execute an Agreement between the City and King County for the 2025 Waste Reduction and Recycling Grant Program which agreement will be in substantial conformity with the agreement attached as Exhibit A, and to accept and expend, within budgeted amounts, program grant funds in the amount of \$48,706.00.

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 this _____ day of _____, 2025.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

EXHIBIT A

CPA # 6527249

INTERAGENCY AGREEMENT FOR THE 2025 WASTE REDUCTION & RECYCLING GRANT PROGRAM**Between****KING COUNTY and the City of AUBURN**

This one-year Interagency Agreement “Agreement” is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as “Party” or “Parties.”

PREAMBLE

King County and the City of **Auburn** adopted the 2019 King County Comprehensive Solid Waste Management Plan (Comp Plan), which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the Comp Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B and incorporated herein by reference. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the Comp Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work, which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2025 shall not exceed **\$48,706.00**.
2. This Agreement provides for distribution of 2025 grant funds to the City. However, grant funds are not available until January 1, 2025.
3. During this one-year grant program, the City will submit a minimum of one (1), but no more than four (4), progress reports to the County in a form determined by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The City shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of four (4) progress reports and requests for reimbursement during the one-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 21, 2026.

If the City chooses to submit the minimum of one progress reports and requests for reimbursement during the one-year grant program, they shall be due to the County by March 21, 2026.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2026, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
5. The City shall be responsible for following all applicable Federal, state, and local laws, ordinances, rules, and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.
6. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
8. 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.
9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

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

10. 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.

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.
13. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
14. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the agreed upon areas listed in Exhibit A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
15. This project shall be administered by Devin Fritz, Solid Waste Specialist, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by the city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$10,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Auburn and/or "text provided courtesy of the City of Auburn."
4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
5. The waste reduction and recycling grant program shall be administered by Annie DeCosta-Klipa, Project Manager, King County Solid Waste Division, or designee.

III. 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, if executed after January 1, 2025, and shall terminate on June 30, 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 II.A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. 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.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of, or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

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

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

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

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Annie DeCosta-Klipa, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
adecostaklipa@kingcounty.gov

If to the City:

Devin Fritz, Solid Waste Specialist, or a provided designee
City of Auburn
25 West Main Street
Auburn, WA 98001

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

City of Auburn

BY _____
Nancy Backus, Mayor of Auburn

King County

BY _____
Christopher M. Stubbs, Deputy Division
Director
Solid Waste Division

Date

Date

Approved as to Form:

BY _____
Jason M. Whalen, City Attorney



Exhibit A

Waste Reduction & Recycling Grant
Scope of Work

Applicant Information

City: City of Auburn
Project Representative/Project Manager: Devin Fritz, Solid Waste Specialist

Budget Overview	
Task A: Residential, Multifamily & Business Outreach	\$36,706
Task B: School Outreach	\$12,000
	Total: \$48,706

**Add or remove tasks as applicable.*

Proposed Scope of Work

Please use this section to summarize your overall project goals and themes, general plans, and key objectives.

The overall project goal is to increase the awareness of and participation in Auburn’s waste reduction and recycling programs, and to increase waste diversion in the Residential, Multifamily, Business waste streams.

Task A

Task Title: Residential, Multifamily & Business Outreach

Task Description:

The City of Auburn will use different forms of media, presentations, trainings, online materials, and promotional items to promote waste reduction and recycling programs. In 2025, consultants and/or City staff will continue providing outreach to residents through community events when possible. There will be an emphasis on “Recycle Right” and “Empty, Clean, Loose” to align with regional outreach messages to promote contamination reduction.

Task Work Plan: *Please include detailed information on the planned activities, timelines, responsible parties, resources required, and expected outcomes. Ensure to outline the specific steps and strategies that will be used to achieve the project's goals and objectives.*

Community Yard Sale: The City will promote waste reduction and reuse by sponsoring a city-wide yard sale for residents that wish to participate.



Exhibit A

Multifamily Contamination Reduction Project (CROP): The City will promote recycle outreach and contamination reduction to properties needing assistance and/or have high contamination. The City will conduct visual waste audits to determine contamination over a period of time.

Re-Use: The City will partner with the South King Tool Library and/or another entity to host events related to waste reduction and reuse such as clothing swaps, game swaps, repair cafes, workshops, classes or collection events.

Task Performance Objectives: *Please outline the specific performance objectives for the task, such as measurable goals (i.e., recycling rates, participation rates, event success, materials distribution), key performance indicators (KPIs), and the methods for tracking and evaluating progress. Additionally, this can include items you will share with KC by the end of the grant period.*

Residential, Multifamily & Business Outreach: The City will produce or have professionally produced media pieces, displays, trainings, online materials, and promotional items, which may include, but are not limited to newspaper advertisements, posters, postcards, flyers, decals, virtual workshops, and PowerPoint presentations. These materials will be used to promote waste reduction and recycling. Transcreated materials will be available whenever possible.

Community Yard Sale: The online “Yard Sale Kit” (comprised of printable pdf posters, tips for a successful yard sale, and donation locations) and printed large Yard Sale Signs available to participants and various forms of advertisements are the key tangible items from this project. The number of downloads of the “Yard Sale Kit”, hard copy posters, and advertisements will all be monitored and surveyed after the event to help gauge participation rates and event success.

Multifamily CROP: The City will produce educational materials for property owners/managers and residents, distribute recycle tote bags, and conduct visual waste audits. The materials and audits will be used to promote contamination reduction and recycling. The project results/methods will be synthesized into a report that will be submitted to King County upon completion of the project.

Re-Use Events: The re-use events will be monitored to track the participation rates and event success. The events will be summarized into a report that will be submitted to King County upon completion of the event.

Task Impact Objectives: *Please describe the anticipated long-term impacts of the project, including examples such as changes in behavior, environmental benefits, economic impact and/or community engagement. Outline the broader goals, such as reducing overall waste, increasing recycling rates, and fostering sustainable practices within the community.*

Residential, Multifamily & Business Outreach: Postcards, flyers, advertisements, social media announcements and online materials will promote upcoming City and County events and

**Exhibit A**

inform residents and businesses about resources available for waste reduction and recycling specific to their home or business. The City will increase awareness of and participation in the City's Waste Reduction and Recycling Programs.

Community Yard Sale: The city-wide yard sale will encourage residents to reduce waste and reuse. This is an annual event that many residents look forward to every year that helps neighborhoods foster sustainability throughout their communities.

Multifamily CROP: The City will educate residents of the proper methods of recycling and ways to dispose of non-recyclable materials to reduce recycle contamination. This will help to increase recycling rates overall, and lead to more sustained behavior change after educating residents on proper sorting.

Re-Use Events: The City will have two or more events in 2025. These events will help to reduce overall waste generated in the community as depending on the event, items will either be repaired or swapped. These events will also help to foster sustainable practices and strengthen community ties to create more avenues for residents to reduce, reuse and recycle rather than just throwing items away.

Task Evaluation: *Please outline the methods and criteria (e.g., interviews, surveys, recycling rates) that will be used to assess the effectiveness of the task. Note that these elements should be included in your final report.*

Residential, Multifamily & Business Outreach: The City will record the number of postcards, flyers, online materials created, and articles created and distributed to City of Auburn residents and businesses. The City will record the number of displays and promotional items created, displayed, or distributed.

Community Yard Sale: The City will record the number of households holding a yard sale during the event and the number of Yard Sale signs distributed. An online survey will also be conducted to estimate the number of items sold or given away.

Multifamily CROP: The City will record the number of properties who received outreach, number of outreach materials and tote bags distributed, the contamination reduction percentage, and the pounds of recyclables collected.

Re-Use Events: The City will record the number of participants at the events, and will document the number of items that were swapped or repaired.



Exhibit A

Task B

Task Title: School Outreach

Task Description: *Please provide an overview of your task, including target audience, key initiatives, anticipated challenges, and strategies for addressing them. Describe how the program aligns with the overall project goals and the expected impact on the community.*

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

Task Work Plan: *Please include detailed information on the planned activities, timelines, responsible parties, resources required, and expected outcomes. Ensure to outline the specific steps and strategies that will be used to achieve the project's goals and objectives.*

School Programs & Presentations: City staff and/or a consultant will provide in-person or virtual “Sustainable Auburn: Reduce and Recycle Right” workshops to 3rd – 5th grade elementary classrooms, and “Sustainable Auburn: Food to Fertilizer” workshops to middle school classrooms. The consultant will also provide both workshops to community youth groups upon request. The Consultant will work to coordinate the King County Green Schools Program outreach messaging with the City’s so that they complement each other.

Milk Dispenser Pilot Programs: The City will continue to support the Milk Dispenser Pilot Program launched in 2022 in the ASD. Visual waste audits will be completed by the consultant at elementary, middle, and high school cafeteria recycling and compost collection to identify contamination and to determine level of student use. Indoor recycling and composting containers will be provided (if funding allows).

Task Performance Objectives: *Please outline the specific performance objectives for the task, such as measurable goals (i.e., recycling rates, participation rates, event success, materials distribution), key performance indicators (KPIs), and the methods for tracking and evaluating progress. Additionally, this can include items you will share with KC by the end of the grant period.*

School Programs & Presentations: The number of in-person, virtual, and community youth workshops, and school lunchtime activities will be deliverables, pre- and post-presentation surveys, and the number of materials recycled at the Auburn Schools are the deliverables.

Milk Dispenser Pilot Program: The consultant will provide quarterly reporting on the status of the project. Much of the equipment needed has been purchased in the past, it is now just a matter of getting the program implemented.



Exhibit A

Task Impact Objectives: *Please describe the anticipated long-term impacts of the project, including examples such as changes in behavior, environmental benefits, economic impact and/or community engagement. Outline the broader goals, such as reducing overall waste, increasing recycling rates, and fostering sustainable practices within the community.*

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

Milk Dispenser Pilot Program: The consultant will assist and educate the ASD in methods of reducing waste and proper recycling, recycle contamination reduction, and adherence to Auburn's recycling guidelines (removal of milk and juice cartons as of 10/1/21).

Task Evaluation: *Please outline the methods and criteria (e.g., interviews, surveys, recycling rates) that will be used to assess the effectiveness of the task. Note that these elements should be included in your final report.*

School Programs & Presentations: The City will record the number of in-person and virtual workshops and school lunchtime activities given to Auburn students and residents. The pre- and post-workshop presentation surveys will determine the effectiveness of the information presented. The number of materials recycled at each workshop will be tracked by the consultant.

Milk Dispenser Pilot Program: The consultant will record the increase or decrease in the trash container size for collection and contamination percentage and evaluate the success of the pilot program after a school year.

2025 WRR Grant Guidelines

Program Eligibility:

The King County Solid Waste Division (SWD) has prepared a list of Re+ Action Ideas and a Plug & Play Project Plans that expands on the WRR Case Studies shared in the past two grant cycles and that includes new creative and innovative project ideas for WRR Grant proposals/scopes of work (Attachment 3). The goal of this list is to offer ideas for innovative projects beyond current WRR SOWs including, ideas for incorporating Equity and Social Justice into all of our work such as transcreating materials and signage into top spoken languages in King County.

The list offers ideas for influencing waste prevention and recycling consistent with Title 10 of King County Code, the King County Strategic Climate Action Plan, and the King County 2019 Comprehensive Solid Waste Management Plan ([Comp Plan](#)), all of which have policies to achieve Zero Waste of Resources by 2030. SWD strongly encourages consideration of these projects in the development of grant proposals and encourages Cities to leverage WRR grant funds with multi-city projects.

Grant funds may be used for a variety of WRR related programs consistent with the Comp Plan. Cities are encouraged to work together to leverage funds and have a greater influence on waste prevention and recycling. Cities may choose to use their funding on one program or a combination of programs. For WRR program ideas, please refer to the Re+ Action Ideas, which includes the examples below.

Sample Re+ Actions

- | |
|--|
| <ul style="list-style-type: none"> • Plug & Play Project Plans : Plug & Play Project Plans • <u>Food Waste</u> – Food rescue infrastructure investment – supporting hunger relief organizations and food banks with resources like food storage, trucks, etc. • <u>Community</u> - Establishing tool and other equipment libraries or other sharing initiatives, e.g., borrow party packs for picnics and birthday parties. • <u>Paper/Plastic Recycling - Multi-family</u> - Technical assistance and in-person outreach to increase recycling in multifamily complexes, with an emphasis of a multicultural and multilingual approach such as through Spanish speaking Facilitators and or use of other regularly spoken languages for a particular housing community. • Banning single-use items in dine-in restaurants and hotels, e.g., coffee cups, water bottles, mini personal care items, etc. • Conduct food waste audits and implement customized food waste recycling programs in economically and culturally diverse communities. |
|--|

Please contact Annie DeCosta-Klipa at (206) 477- 4563 / adecostaklipa@kingcounty.gov or reference Attachment 6 if you have questions about specific program eligibility and/or consistency with the Comp Plan.

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Household Hazardous Waste (HHW) education programs.
- Collection of any household hazardous waste items including, but not limited to:
treated wood, paint, lead acid batteries, oil, gasoline, and antifreeze, fluorescent lights.

Cities should pursue funding for HHW collection or education programs through the King County Hazardous Waste Management Program (Haz Waste) or the Washington State Department of Ecology Local Solid Waste Financial Assistance (LSWFA) Program.

Grant Administration

Requests for Reimbursement:

Cities may submit at least one request for reimbursement per year during the funding cycle, due no later than March 31 2026. Alternately, Cities may submit requests for reimbursement as frequently as quarterly. A Budget Summary Report Form and an Expense Summary Report Form must be used when submitting requests for reimbursement and will be provided to Cities when the grant agreements are executed.

Accrual Reporting:

By the 5th working days of January 2026, Cities must notify SWD of the amount of their total expenditures for work that has been completed in the previous year but for which a request for reimbursement has not yet been submitted so that SWD can accrue the amounts.

Progress Reports

Progress reports describing program activities, accomplishments, and evaluation results must accompany each request for reimbursement. All progress reports must be signed by a City official and be submitted via email.

Amendments

Amendments to grant Interagency Agreements (IAAs) are unnecessary unless the City wishes to significantly change its scope of work. In general, a significant change would be one in which the City wishes to add or delete a task from its scope of work. 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. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the City should contact SWD when considering changes to their scopes to determine if an amendment is needed.



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

www.wciapool.org

12/30/2024

Ref#: 15849

King County Solid Waste Division
Attn: Annie DeCosta-Klipa
201 S Jackson St
Seattle, WA 98104

Re: City of Auburn
King County Waste Reduction & Recycling (WRR) Grant

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,

A handwritten signature in black ink, appearing to read 'Rob Roscoe'.

Rob Roscoe
Deputy Director

cc: Candis Martinson

BUDGET SUMMARY REPORT FORM**Exhibit D****2025 King County SWD Waste Reduction & Recycling Grant**

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

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

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

For King County Use

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

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

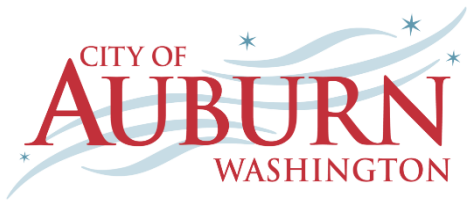
King County SWD Waste Reduction & Recycling Grant
2025 Grant Cycle

Expense Summary Form

Contractor Name:
Reimbursement Request # _____
Date: _____
Contract # _____

Task Title & No.	Vendor	Date of Service	Item Description	Invoice No.	Amount Paid

Total					0
-------	--	--	--	--	---



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5818 (Thomas)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and Financial Consulting Solutions Group, Inc. to conduct a Comprehensive Rate Study for the water, sanitary sewer and storm drainage utilities

Meeting Date:

March 17, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5818.)

Department:

Finance

Attachments:

RES 5818 - 2025 Utility Rate Study, 2025 Utility Rate Study - Contract

Budget Impact:

Budget Impact: \$123,660.00
Proposed Revision: \$123,660.00
Revised Budget: \$123,660.00

Administrative Recommendation:

City Council to adopt Resolution No. 5818.

Background for Motion:

The City's current rate structure for water, sewer, and storm drainage utilities will expire on December 31, 2025. To ensure the continued financial sustainability of these essential services, it is necessary to conduct a Comprehensive Rate Study to establish rates for the period of 2026-2028. This study will analyze current and projected operating and capital expenses, review existing rate structures, evaluate funding requirements, and develop financial models and rate alternatives.

Background Summary:

The City operates and maintains water, sewer, and storm drainage utilities for the benefit of its residents and businesses. Periodic review and adjustment of utility rates are necessary to ensure financial sustainability and adequate funding for infrastructure maintenance and improvements. The current rate structure will expire on December 31, 2025, necessitating the establishment of new rates for the 2026-2028 period.

A Comprehensive Rate Study is required to analyze current financial conditions, project future needs, and recommend equitable rate structures.

The proposed Resolution authorizes the Mayor to execute a Professional Service Agreement with FCS Group to conduct the rate study in conjunction with City staff. The total cost of the professional services shall not exceed \$123,660.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

RESOLUTION NO. 5818

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 FINANCIAL CONSULTING SOLUTIONS GROUP, INC. TO CONDUCT A COMPREHENSIVE RATE STUDY FOR THE WATER, SANITARY SEWER AND STORM DRAINAGE UTILITIES

WHEREAS, the City of Auburn operates and maintains water, sanitary sewer and storm drainage utilities for the benefit of its residents and businesses; and

WHEREAS, it is necessary to periodically review and adjust utility rates to ensure the financial sustainability of these essential services; and

WHEREAS, the City's current rate structure for water, sanitary sewer and storm drainage utilities will expire on December 31, 2025; and

WHEREAS, the City has determined that a comprehensive rate study is necessary to establish fair and equitable rates for the period of 2026-2028; and

WHEREAS, the City has satisfied itself that Financial Consulting Solutions Group, Inc., ("FCS Group") has the requisite knowledge, experience and ability to perform the tasks set forth in the attached Agreement for Services ("Agreement");

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 FCS Group, 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

CITY OF AUBURN AGREEMENT FOR SERVICES

Auburn 2025 Utility Rate Studies.

THIS AGREEMENT made and entered into on this _____ of _____, 2025, by and between the CITY OF AUBURN ("City"), a municipal corporation of the State of Washington, and **Financial Consulting Solutions Group, Inc., a Washington corporation ("FCS GROUP" or "Provider")**, whose address is 7525 166th Ave NE, Suite D-215, Redmond, WA 98052.

In consideration of the conditions and the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Scope of Services

The Provider agrees to perform the tasks described in Exhibit A to this Agreement. The Provider will be responsible for providing work products and services of a quality and professional standard acceptable to the City. Without additional compensation, the Provider will correct or revise any negligent errors, omissions or other deficiencies in any required plans, designs, drawings, specifications, reports and/or other services, whether during or after the Term of this Agreement. The City's approval of Provider's services will not in any way relieve the Provider of responsibility for service accuracy and adequacy.

If the Provider fails to replace or re-perform as needed to conform to this Agreement's requirements and specifications, the City may perform such work (which may include retaining a different provider) and invoice the Provider for the City's performance cost provided such cost shall not exceed the total compensation for this Agreement.

2. Additional Services

The Parties will amend this Agreement if additional services are required beyond those specified in Exhibit A and/or included in the compensation amount for this Agreement. An amendment must be written and agreed to by the Parties before Provider performs any additional services, and it must specify the nature, scope, and payment terms for the additional services. If the time period for completing additional services makes the advance signing of an amendment impractical, the Provider agrees to perform only the additional services requested in writing by an authorized City representative pending the signing of an Amendment as set forth in this Section. The invoice procedure for any additional services is described in Section 4 of this Agreement.

3. Provider's Representations & Qualifications

The Provider represents and warrants that it has all the required licenses, certifications and qualifications to perform the services in this Agreement. Provider represents that its signatory to this Agreement has the requisite legal authority to bind Provider to the terms and conditions of this Agreement.

4. Compensation

- a. As compensation for the Provider's performance of this Agreement, the City will pay the Provider the fees and costs specified in Exhibit B. The City's payments will fully compensate Provider for work performed/services rendered and for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary for Provider to complete the work.
- b. The Provider will submit monthly invoices or statements to the City detailing the time spent on Exhibit A tasks. Upon its acceptance of the invoice or statement, the City will process it in its next billing/claim cycle, and will remit payment to the Provider (subject to any conditions or provisions in this Agreement or an Amendment). This Agreement's number must appear on all submitted invoices. Provider will submit copies of any documents supporting an invoice or statement to the City upon request.
- c. The not-to-exceed amount for this agreement is \$ 123,660.00, inclusive of applicable tax. The Provider will not undertake any work or otherwise financially obligate the City in excess of this not-to-exceed amount without the City's advance written authorization.
- d. City payments to the Provider after the current year are contingent on available funds.

5. Time for Performance, Term, and Termination of Agreement

- a. The Provider will begin no work under this Agreement until authorized by the City in writing. The term of this Agreement commences on the date that the last party signs it (as reflected on the signature page). Once commenced, Provider shall complete the performance of all services in Exhibit A on or before December 31, 2025, unless the Parties otherwise agree in writing. Additionally, the Provider will make all reasonable efforts to complete the services in Exhibit A to facilitate the publication of recommended rates no later than 30 days prior to the anticipated effective date of January 1, 2026.
- b. **Termination for cause.** Either party may terminate this Agreement for cause with written notice to the other party. A termination is "for cause" if a party substantially fails to perform in accordance with the terms of this Agreement through no fault of the other party. The notice will specify the termination reason(s) and its effective date. If the City terminates this Agreement for cause, all City payments otherwise due to Provider will be suspended and the City will have no further obligations to Provider.
- c. **Termination for Convenience.** The City may terminate this Agreement for convenience upon at least 7 days' written notice to the Provider. The notice shall contain the termination effective date. If the termination is through no fault of the Provider, the City will compensate Provider for services performed up to the termination effective date in accordance with the Exhibit B compensation rate. This compensation will fully satisfy the City's obligations under this Agreement,

and will discharge the City from any further obligations and liabilities to the Provider (including any Provider claims of anticipated profits or other consequential damages resulting from the termination).

- d. Upon receipt of any termination notice, the Provider will promptly discontinue all services and deliver to the City all data, drawings, specifications, reports, summaries, and such other information and materials the Provider has accumulated, prepared, or obtained in performing this Agreement (whether fully or partially completed).
- e. The rights and remedies in this Section do not exclude any other legal or equitable rights or remedies available to the City.

6. Ownership and Use of Documents

The City will own all documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials that the Provider creates or prepares in performing this Agreement (the "Work Products"). The City may use these work products for any lawful purpose. Provider acknowledges that this Agreement and the work products are public records subject to RCW 42.56 unless exempt from public records disclosure requirements. The Provider agrees to fully assist the City in identifying, locating, and copying any records Provider possesses that the City determines in its sole discretion are responsive to a Public Records request.

7. Records Inspection and Audit

All City payments are subject to adjustment for any amounts found upon audit or otherwise to have been improperly invoiced. The City may inspect and audit any Provider records and books of account pertaining to any work performed under this Agreement for up to 3 years after the City's final payment to Provider. If any litigation, claim, dispute, or audit is initiated before this 3 year period expires, Provider shall retain all records and books of account for any work performed under this Agreement until final resolution of any such litigation, claim, dispute, or audit.

8. Continuation of Performance

If any dispute or conflict arises between the parties while this Agreement is in effect, the Provider agrees to cooperate and continue in good faith toward successful completion of its responsibilities under this Agreement notwithstanding such dispute or conflict.

9. Independent Contractor

The Provider will perform the services as an independent contractor, and will not be deemed by virtue of this Agreement or the performance of it to be in a partnership, joint venture, employment, or other relationship with the City. Nothing in this Agreement creates any contract relationship between the City and the Provider's employees, agents, or subcontractors.

10. Administration of Agreement

This Agreement will be administered by Sergey Tarasov, Principal, on behalf of the Provider, and by the City Mayor (or designee) on behalf of the City.

11. Notices

Notices or communications permitted or required under this Agreement will be written and delivered to the following addresses:

Notice to the City:

Attn: Frank Downard
City of Auburn
25 West Main St
Auburn WA 98001-4998
Phone: 253.804.5095
Fax: 253.931.4005
Email:
fdownard@auburnwa.gov

Notice to Provider:

Attn: Sergey Tarasov
FCS Group
7525 166th Ave NE, Suite D-215
Redmond, WA 98052
Phone: 425.867.1802 ext. 247
Fax: 425.867.1937
Email:
sergeyt@fcsgroup.com

Either party may change its above address by giving written notice to the other party. Notices to non-parties will be delivered as designated by a party to this Agreement.

12. Insurance

- a. **Insurance Term.** The Provider 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 Provider, its agents, representatives, or employees.
- b. **No Limitation.** The Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. **Minimum Scope of Insurance.** The Provider shall obtain insurance of the types and coverage described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. 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 Provider's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Provider's profession.
- d. **Minimum Amounts of Insurance.** The Provider shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
 - e. **Other Insurance Provision.** The Provider'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 Provider'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. **Verification of Coverage.** The Provider 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 Agreement before commencement of the work.
 - h. **Notice of Cancellation.** The Provider shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - i. **Failure to Maintain Insurance.** Failure on the part of the Provider 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 Provider to correct the breach, immediately terminate the Agreement 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 Provider from the City.
 - j. **City Full Availability of Consultant Limits.** If the Provider 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 Provider, irrespective of whether such limits maintained by the Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Provider.

13. Indemnification/Hold Harmless

Provider shall defend, indemnify and hold the City and its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits of every kind, including attorney fees and litigation expenses, arising out of or resulting from the acts, errors, or omissions of the Provider, its employees, agents, representatives, or subcontractors, including employees, agents, or representatives of its subcontractors, made in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Provider and the City, its officers, officials, employees, and volunteers, the Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Provider's negligence.

It is further specifically and expressly understood that this indemnification constitutes the Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section will survive the expiration or termination of this Agreement.

14. Assignment

Neither party to this Agreement may partially or wholly assign any right or obligation in it without the other party's prior written consent. No assignment or transfer of any interest under this Agreement will release the assignor from any liability or obligation under this Agreement, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

15. Nondiscrimination

The Provider may not engage in any unfair practice identified in RCW 49.60.180 and/or 42 U.S.C. §2000e-2 in the performance of any services or activities under this Agreement (either directly or through contractual, hiring, or other arrangements).

16. Amendment, Modification and Waiver

No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid or effective unless written and signed by the party to be bound (or the party's authorized representative), specifying the nature and extent of such amendment, modification or waiver. Any waiver, approval or acceptance, or payment by any party will not affect or impair that party's rights arising from any default by the other party.

17. Parties in Interest

This Agreement will bind (and its benefits and obligations will inure to) the parties and their respective successors and assigns. This section will not permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties, and it does not create a contractual relationship with or exist for the benefit of any third party (including contractors, sub-contractors and sureties).

18. Force Majeure
Delays in performing this Agreement will be excused to the extent caused by acts outside a party's control, such as fires, cyber/ransomware attacks, earthquakes, floods, explosions, actions of the elements, riots, mob violence, strikes, pandemics, labor strikes or lockouts, and state or federal government emergency orders.
19. Applicable Law/Attorneys' Fees and Costs
This Agreement and the rights of the parties under it will be governed by the laws, regulations, and ordinances of the City, King County, and the State of Washington. Venue for any legal actions involving this Agreement will be in the county where the property or project is located, or in King County if not site specific. The prevailing party in any such legal action shall be entitled to an award of their reasonable attorneys' fees and costs. An applicable statute of limitation will commence no later than the Provider's substantial completion of the services in this Agreement.
20. Captions, Headings and Titles
All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and will not act to limit the scope of their particular paragraph or section. Where appropriate, the singular will include the plural (and vice versa), and masculine, feminine and neuter expressions will be interchangeable. This Agreement has been drafted by mutual agreement of the parties, and it will be interpreted and/or constructed without regard to its drafter.
21. Severable Provisions
Each provision of this Agreement is intended to be severable. The illegality or invalidity of any provision in this Agreement will not affect the validity of the Agreement's remaining provisions.
22. Entire Agreement
This Agreement (together with any subsequent amendments or addendums) contains the entire understanding of the parties regarding its subject matter, and it supersedes all prior oral or written representations, agreements and understandings between the parties. No other oral or written understandings regarding this Agreement shall bind any party.
23. Non-Availability of Funds
Every City obligation under this Agreement is contingent on the availability of appropriated or allocated City funds. If funds required for the City's performance are not allocated and available, the City may terminate this Agreement at the end of the available funding period and without the required Section 5 seven days' notice. The City will not be liable if it exercises this provision, and will not be obligated or liable for any future payments or damages as a result of termination under this Section.
24. Counterparts
This Agreement may be executed in multiple counterparts, with each counterpart being one and the same Agreement, and the Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

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

CITY OF AUBURN

FCS GROUP

Nancy Backus, Mayor

Signature

Name: _____

Title: _____

Date: _____

Approved as to form:

Jason Whalen, City Attorney

EXHIBIT A

City of Auburn

Utility Rate Study

The following work task plan has been developed to complete a Water, Sewer and Stormwater Utility Rate Study for the City of Auburn (City). The City's needs were identified through discussion with Frank Downard, Financial Planning Manager with the City of Auburn and Ryan Vondrak, P.E., Utilities Engineering Manager with the City of Auburn. The City has recently finalized implementing the three-year rate plan developed during the 2022 rate study and would like to update the analysis for the next multi-year rate setting period. The tasks to be provided as part of this scope are described below.

TASK PLAN

Task 1 | Initial Project Meeting

An initial project meeting will be scheduled at the commencement of the project with the consultant and the City project team. Meeting participants would include a representative from departments that can address issues related to finance, engineering, operations, customer service and administration.

The intent of the meeting is to confirm the goals and objectives of the overall rate study and focus the efforts of the project team. The items covered at the meeting include reviewing the scope of work; identifying project objectives, expectations and deliverables; outlining the project schedule and key milestone review points; and discussing appropriate lines of communication.

Task 2 | Data Collection

FCS GROUP will provide a data needs list encompassing historical and projected revenue, expenses, fiscal policies, capital plans, fund balances and comprehensive planning documents. The data will be reviewed, analyzed and validated for inclusion in the study process.

Task 3 | Customer Data Validation

A detailed customer billing statistics validation will be completed for the water, sewer and stormwater utilities. Individual customer data including number of accounts, meter size, equivalent residential units and billing usage patterns (annual use, winter use and summer use) will be evaluated and validated against actual revenues collected. This revenue reconciliation will identify anomalies to be corrected prior to developing future projections for customer counts and use / demand under "normal" conditions. Validation of the customer statistics data set with customer demands and revenue generation is critical to the rate study as it establishes the foundation for all of the major analytical phases (revenue requirement, cost of service and rate design).

Task 4 | Revenue Requirement Update

This task updates and develops a sustainable, multi-year financial management plan that meets the projected total financial needs of the water, sewer and stormwater utilities through the generation of sufficient revenue. Annual cash flow needs are developed by identifying expenses incurred to operate and manage the systems including:

- Capital investment funding (improvements, expansion, and replacement)
- Expenses incurred to operate, maintain, and manage the systems
- Debt repayment
- Cash flow needs
- Fiscal policy achievement

Tasks are as follows:

- » Update the forecast of operating revenues and expenses to reflect the most recent approved budgets. Adjust for any known future changes in annual non-capital costs associated with the operation, maintenance, and administration of each of the systems. Changes may include additional staffing needs and other operating costs associated with maintaining the system along with initiating new or enhanced program activities.
- » Incorporate the most recent capital plans identifying the capital projects required to maintain each system in good repair. Develop a capital funding analysis that balances available funding from rate revenue, reserve funds, contributions and additional debt, if needed.
- » Evaluate cash flow needs to meet existing and anticipated new annual debt service requirements and debt coverage requirements.
- » Test the sufficiency of each system's current revenues in meeting all annual system obligations. Identify any projected shortfalls over the forecast period. Rate revenue sufficiency will be tested from two perspectives: the ability to meet all cash obligations, and the attainment of any debt coverage requirements.
- » Design a rate implementation strategy that meets each system's financial obligations over the multi-year planning horizon and provides smooth and moderated impacts to ratepayers.
- » Develop rate scenarios to evaluate the impact of changes to key variables such as funding sources, growth rates, capital project need and timing, or others identified by the City. The budget includes three (3) alternative scenarios for each utility.

Task 5 | Cost of Service Update

The cost-of-service analysis (COSA) establishes a defensible basis for assigning "cost shares" and establishing "equity" for system customers based on industry best practices and methodologies that are tailored to the City's unique systems and customer characteristics.

The COSA will utilize the methodology established during the previous update, which developed a series of functional allocations that distribute cost pools to classes of customers linked to a proportionate share of costs required to serve their demand. Specific consideration will be given to total utility costs in relationship to the functions identified below.

Water	Sewer	Stormwater
• Customer • Base capacity (avg. demand) • Peak capacity (peak demand) • Meters and Services • Fire	• Customer • Flow • Strength (BOD/TSS)	• Base • Use

This analytical exercise will identify the cost to serve each customer class within the water, sewer and stormwater systems. In addition, the cost-of-service analysis will identify the cost based unit costs, which will be used to inform the rate design process.

Task 6 | Rate Design

The rate design task will evaluate existing rate structures for alignment with the City's current and/or recommended fiscal policies, generate sufficient revenue to meet the revenue requirement forecast, and resolve COSA differences, if any. Key task outcomes include the following.

Align rates with cost-based unit costs.

Review and adjust, if necessary, fixed and variable cost recovery.

Bill Comparisons will be generated describing the number of and degree to which different customers are impacted by changes in the current rate structures. A comparison will be prepared for the impact of each rate structure (including the existing rate structure) on typical bills of representative customers from each customer class.

Task 7 | System Development Charge Update

A system development charge (SDC) is a one-time charge imposed as a condition of service on new development or on expanded connection to the system. The charge represents a prorated share of the capital investment made to provide system capacity. The SDC is calculated based on the intent and structure of the Revised Code of Washington (RCW) statute for Water-Wastewater Cities (RCW 35.092.025). In general, each connection shall bear a proportional share of the cost of the system capacity required.

This task will focus on updating the City's existing SDCs for each system utilizing the work started during the 2024 financial chapter analysis. The SDC shall reflect an updated inventory of existing system assets, the most recent approved capital improvement program costs related to growth and capacity supported by the infrastructure identified as part of the system plan updates.

Task 8 | Wholesale Rate Update

The wholesale water rates will be updated based on the methodology established in the prior studies and will be consistent with the wholesale service agreements / service requirements and incorporate existing conditions. Allocable asset infrastructure and utility costs will be assigned to wholesale customer to be included in the rate development.

Task 9 | Tacoma Supply Surcharge Update

Update the Tacoma Water Supply Surcharge applicable to water rates (retail and wholesale) developed during the 2022 Rate Study. The surcharge is intended to cover the additional cost to the City for Tacoma water purchases required to meet demands when the City water resources are not sufficient. The Tacoma supply is more costly than the City's own resources and is used on a limited basis or for unexpected events. The surcharge passes these additional costs on to customers only when / if Tacoma water supply is required rather than building the cost of this contingency into ongoing revenue requirements.

Task 10 | Meetings & Presentations

During the study process, it will be important to interact frequently with staff throughout the project, to ensure that the findings and recommendations reflect approaches that are understood by impacted parties and can be implemented within the City's administrative practices. Review meetings are anticipated to be conducted via remote session. The following meetings are budgeted:

Eight (8) staff project team meetings to review study results at key milestones.

Two (2) – two (2) hour meetings with City staff to review draft revenue requirement results for all utilities.

Two (2) – two (2) hour meetings with City staff to review draft COSA.

Two (2) – one (1) hour meetings with City staff to review draft rate design and SDCs for all utilities.

Two (2) – one (1) hour meetings with City staff to review draft wholesale analysis and Tacoma Supply Charge.

Three (3) workshop / presentations with City Council to present the study results and incorporate feedback. The meetings are anticipated to be performed onsite.

One (1) workshop with City Council to review preliminary revenue requirement findings for all utilities. Includes presentation development.

One (1) workshop with City Council to review preliminary cost of service and rate design. Includes presentation development.

One (1) workshop / Public Hearing with City Council and / or Public to review rate study findings and recommendations.

We are happy to provide additional meetings as requested. The additional meetings will be billed on a time and materials basis.

Task 11 | Documentation

An executive level report documenting the rate study methodology, key assumptions, results and recommendations will be provided. The technical information referenced in the report will be available in the provided Excel based models. Included will be one (1) electronic copy of each of the utility's rate models and final report.

Management Reserve Fund

This scope includes a management reserve fund for any unanticipated tasks, which may include, but are not limited to the development of additional rate strategies, alternative rate designs or meetings / presentations. This portion of the budget will only be accessible through written authorization.

BUDGET

The total proposed level of effort to complete the Water, Sewer and Stormwater Utility Rate Study Update is summarized below. Our normal billing practice is to bill based on time and materials actually expended, not-to-exceed the total budget.

TASK	Water	Sewer	Utility Stormwater	Combined	BUDGET
Technical Tasks					
Task 2 Data collection	\$ 1,190	\$ 1,190	\$ 1,190		\$ 3,570
Task 3 Customer data validation	3,710	3,350	2,990		10,050
Task 4 Revenue requirement update	8,240	7,880	7,160		23,280
Task 5 Cost of service update	6,330	5,500	5,500		17,330
Task 6 Rate design update	2,570	2,100	2,210		6,880
Task 7 System development charge update	4,840	4,840	4,480		14,160
Task 8 Wholesale rate update	7,750				7,750
Task 9 Tacoma supply surcharge update	5,730				5,730
Total Technical Tasks	\$ 40,360	\$ 24,860	\$ 23,530	\$ -	\$ 88,750
Process Tasks					
Task 1 Initial project meeting				\$ 1,820	\$ 1,820
Task 10 Meetings & presentations					-
- Review meetings (4 x 2 hr. 4 x 1 hr. remote)				7,980	7,980
- Presentations (3 onsite)					-
- Development				6,690	6,690
- Attendance				6,320	6,320
Task 11 Documentation				7,100	7,100
Total Process Tasks	\$ -	\$ -	\$ -	\$ 29,910	\$ 29,910
TOTAL BUDGET	\$ 40,360	\$ 24,860	\$ 23,530	\$ 29,910	\$ 118,660
Management Reserve Fund					\$ 5,000
TOTAL BUDGET w. CONTINGENCY	\$ 40,360	\$ 24,860	\$ 23,530	\$ 29,910	\$ 123,660

EXHIBIT B

TASK	Water	Sewer	Utility Stormwater	Combined	BUDGET
Technical Tasks					
Task 2 Data collection	\$ 1,190	\$ 1,190	\$ 1,190		\$ 3,570
Task 3 Customer data validation	3,710	3,350	2,990		10,050
Task 4 Revenue requirement update	8,240	7,880	7,160		23,280
Task 5 Cost of service update	6,330	5,500	5,500		17,330
Task 6 Rate design update	2,570	2,100	2,210		6,880
Task 7 System development charge update	4,840	4,840	4,480		14,160
Task 8 Wholesale rate update	7,750				7,750
Task 9 Tacoma supply surcharge update	5,730				5,730
Total Technical Tasks	\$ 40,360	\$ 24,860	\$ 23,530	\$ -	\$ 88,750
Process Tasks					
Task 1 Initial project meeting				\$ 1,820	\$ 1,820
Task 10 Meetings & presentations					-
- Review meetings (4 x 2 hr. 4 x 1 hr. remote)				7,980	7,980
- Presentations (3 onsite)					-
- Development				6,690	6,690
- Attendance				6,320	6,320
Task 11 Documentation				7,100	7,100
Total Process Tasks	\$ -	\$ -	\$ -	\$ 29,910	\$ 29,910
TOTAL BUDGET	\$ 40,360	\$ 24,860	\$ 23,530	\$ 29,910	\$ 118,660
Management Reserve Fund					\$ 5,000
TOTAL BUDGET w. CONTINGENCY	\$ 40,360	\$ 24,860	\$ 23,530	\$ 29,910	\$ 123,660