

**City Council  
Regular Meeting  
May 4, 2026 - 7:00 PM  
City Hall Council Chambers**

## **AGENDA**

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### **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, May 4, 2026, 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: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/88454390555>

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS**

- A. Older Americans Month  
Mayor Backus to proclaim May 2026 as "Older Americans Month" in the City of Auburn
- B. Jewish American Heritage Month  
Mayor Backus to proclaim May 2026 as "Jewish American Heritage Month" in the City of Auburn
- C. Asian American, Native Hawaiian, and Pacific Islander Heritage Month  
Mayor Backus to proclaim May 2026 as "Asian American, Native Hawaiian, and Pacific Islander Heritage Month" in the City of Auburn

- D. Municipal Clerks Week  
Mayor Backus to proclaim May 3 through May 9, 2026, as "Municipal Clerks Week" in the City of Auburn
- E. National Police Week  
Mayor Backus to proclaim May 10 through May 16, 2026, as "National Police Week" in the City of Auburn
- F. Childhood Apraxia of Speech Day  
Mayor Backus to proclaim May 14, 2026, as "Childhood Apraxia of Speech Day" in the City of Auburn
- G. National Peace Officers Memorial Day  
Mayor Backus to proclaim May 15, 2026, as "National Peace Officers Memorial Day" in the City of Auburn
- H. Affordable Housing Week  
Mayor Backus to proclaim May 18 through May 22, 2026, as "Affordable Housing Week" in the City of Auburn
- I. Senator Kauffman Legislative Updates (Mayor)

**AGENDA MODIFICATIONS**

**PUBLIC COMMENT**

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](mailto: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](mailto:publiccomment@auburnwa.gov)).

## **CORRESPONDENCE**

### **CONSENT AGENDA**

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

- A. Minutes from the April 13, 2026, Special City Council Meeting
- B. Minutes from the April 13, 2026, Study Session Meeting
- C. Minutes from the April 20, 2026, City Council Meeting
- D. Claims Vouchers (Thomas)  
Claims voucher list dated April 22, 2026, which includes voucher numbers 483383 through voucher 483419, voucher numbers 483421 through 483524 in the amount of \$3,303,320.44, twelve electronic fund transfers in the amount of \$19,254.20, and three wire transfers in the amount of \$529,313.93
- E. Claims Vouchers (Thomas)  
Claims voucher dated April 22, 2026, which includes voucher number 483420 in the amount of \$13,474.49
- F. Payroll Vouchers (Thomas)  
Payroll check numbers 539815 through 539820 in the amount of \$829,745.29, electronic deposit transmissions in the amount of \$2,858,142.20, for a grand total of \$3,687,887.49 for the period covering April 9, 2026, to April 29, 2026

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

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

### **ORDINANCES**

- A. Ordinance No. 7022 (Thomas)  
An Ordinance relating to housekeeping amendments for recently adopted Tax Ordinances, and amending Section 3.53.020 and Chapter 3.62 of the Auburn City Code

**(RECOMMENDED ACTION: Move to approve Ordinance No. 7022.)**

### **RESOLUTIONS**

- A. Resolution No. 5904 (Krueger)  
A Resolution authorizing the Mayor to approve the conceptual design, fabricate, and install a public art piece into Centennial Viewpoint Park

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5904.)**

- B. Resolution No. 5905 (Thomas)  
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2026-2027 Local Hazardous Waste Management Program and to accept and expend program grant funds

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5905.)**

- C. Resolution No. 5906 (Thomas)  
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2026-2027 Waste Reduction and Recycling Grant Program and to accept and expend program grant funds

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5906.)**

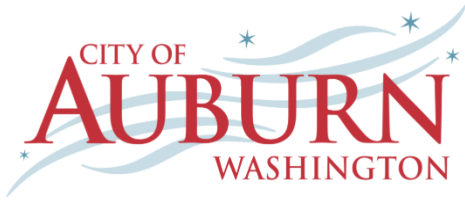
## **MAYOR AND COUNCILMEMBER REPORTS**

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**

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**Agenda Subject:**

Minutes from the April 13, 2026, Special City Council Meeting

**Meeting Date:**

May 4, 2026

**Department:**

**Attachments:**

04-13-2026 Special Minutes

**Budget Impact:**

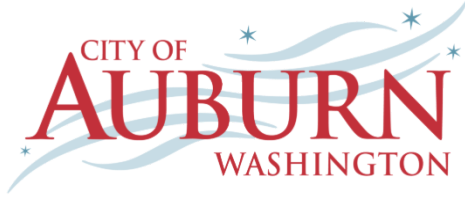
**Administrative Recommendation:**

**Background for Motion:**

**Background Summary:**

**Councilmember:**

**Staff:**



**City Council  
Special Meeting  
April 13, 2026 - 5:30 PM  
City Hall Council Chambers**

**MINUTES**

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**CALL TO ORDER**

Mayor Backus called the meeting to order at 5:30 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 Tracy Taylor, Hanan Amer, Kate Baldwin, Brian Lott, Cheryl Rakes, Lisa Stirgus, and Clinton Taylor.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Chief of Police Mark Caillier, Director of Human Resources and Risk Management Candis Martinson, Director of Community Development Jason Krum, Director of Finance Jamie Thomas, Director of Parks, Arts, and Recreation Julie Krueger, Real Estate Manager Josh Arndt, Parks Planning and Development Manager Thaniel Gouk, Senior Planner Alyssa Tatro, Planner II Gabriel Clark, and City Clerk Shawn Campbell.

**ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS**

**A. Municipal Court Judge Candidate Presentation**

Judge Matthew Leyba provided Council with a brief presentation on his history, his judicial philosophy, his vision for establishing the Auburn Municipal Court,

his approach to diversion or problem-solving court models, his philosophy for building community trust, and measuring for success.

Council discussed proposed changes from King County District Court, accountability, diversion court, and measuring the success of the Auburn Municipal Court, community trust, Municipal Court staffing, policies and procedures of the Judicial Branch of government, case management software, staff training, and the presiding judge.

Mayor Backus explained the process to bring Mr. Leyba forward as a Municipal Court Judge appointment.

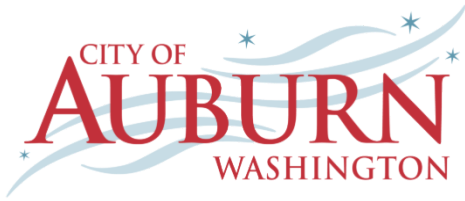
**ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 6:22 p.m.

APPROVED this 4th day of May 2026.

\_\_\_\_\_  
NANCY BACKUS, MAYOR

\_\_\_\_\_  
Shawn Campbell, City Clerk



**AGENDA BILL APPROVAL FORM**

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**Agenda Subject:**

Minutes from the April 13, 2026, Study Session Meeting

**Meeting Date:**

May 4, 2026

**Department:**

**Attachments:**

04-13-2026 Minutes

**Budget Impact:**

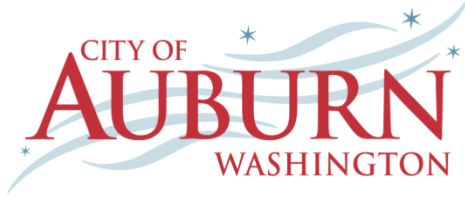
**Administrative Recommendation:**

**Background for Motion:**

**Background Summary:**

**Councilmember:**

**Staff:**



**City Council  
Study Session  
Municipal Services Special Focus Area  
April 13, 2026 - 5:30 PM  
City Hall Council Chambers**

**MINUTES**

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**CALL TO ORDER**

Deputy Mayor Tracy Taylor called the meeting to order at 6:32 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

**PUBLIC PARTICIPATION**

The Study Session Meeting was held in person and virtually.

**ROLL CALL**

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Kate Baldwin, Brian Lott, Cheryl Rakes, Lisa Stirgus, and Clinton Taylor.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Samuel Betz, Chief of Police Mark Caillier, Director of Human Resources and Risk Management Candis Martinson, Director of Community Development Jason Krum, Director of Finance Jamie Thomas, Director of Parks, Arts, and Recreation Julie Krueger, Inspectional Services Commander Shaun Feero, Police Commander Christopher Burger, Real Estate Manager Josh Arndt, Parks Planning and Development Manager Thaniel Gouk, Senior Planner Alyssa Tatro, Planner II Gabriel Clark, and City Clerk Shawn Campbell.

**AGENDA MODIFICATIONS**

There were no modifications to the agenda.

**ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS**

There were no announcements, reports, or presentations.

**MUNICIPAL SERVICES DISCUSSION ITEMS**

- A. Police Department Annual Report (Caillier) (30 Minutes)

Councilmember Stirgus, Chair of the Municipal Services Special Focus Area, chaired this portion of the meeting.

Chief Caillier, Commander Feero, and Commander Burger provided the Council with an overview of the Police Department Annual Report including Use of Force incidents, the CIA review, 2025 Pursuit Analysis, and Annual Report Highlights.

Council discussed data from pre-COVID-19, procedure for an injured suspect, escalation in the use of force, requirements for when force is used, lessons learned, data that connects the force to the incident, union intervention in finding of misconduct, resignation of officers prior to misconduct, misconduct reporting, types of incidents not meeting job expectations, the difference between traffic and criminal traffic, reduction of pursuits, Emergency Vehicle Operations Course training, crime statistics, staffing, street racing, and Supplemental Nutrition Assistance Program benefit skimming.

B. Ordinance No. 7019 (Martinson) (15 Minutes)

An Ordinance amending Chapter 2.14 of the Auburn City Code to provide necessary updates and housekeeping amendments in preparation for the opening of the Auburn Municipal Court

Director Martinson provided the Council with an overview of Ordinance No. 7019 including an overview of judicial appointment requirements.

Council discussed the presiding judge, the process for hiring a Court Administrator, and budget.

**AGENDA ITEMS FOR COUNCIL DISCUSSION**

A. Ordinance No. 6999 (Krum) (20 Minutes)

An Ordinance relating to Critical Areas Ordinance Update, amending Sections 16.10.010, 16.10.020, 16.10.030, 16.10.040, 16.10.050, 16.10.070, 16.10.080, 16.10.090, 16.10.100, 16.10.110, 16.10.130, 16.10.140, and 16.10.150 of the Auburn City Code

Senior Planner Tatro provided the Council with an overview of Ordinance No. 6999 including the critical areas updates, background and purpose, the key objectives, proposed changes, classifications and rating of critical areas, exemptions and nonconforming uses sections, buffer areas and setback sections of the Code, and geologic hazard areas. She provided updates on the Stream Regulations including site potential tree height, technical analysis findings for the site-specific tree height, existing buffers, proposed stream buffers, vegetative standard, and the City of Auburn's Code compared to neighboring jurisdictions.

Council discussed site potential tree heights, requirements for critical areas, and the process to designate a critical area.

B. Ordinance No. 7014 (Krum) (25 Minutes)

An Ordinance relating to Battery Energy Storage Systems, amending Sections 18.07.020, 18.23.030, 18.35.030, Chapter 18.29 and establishing two new Sections 18.04.174 and 18.31.240 of the Auburn City Code

Planner II Clark provided the Council with an overview of Ordinance No. 7014 including the purpose of the Code update and applicable regulations for Battery Energy Storage System (BESS). He reviewed the tiers that allow for the various types of BESS and the requirements for each tier, permissible zones for each tier, public concerns, and the recommendation from the Planning Commission.

Council discussed accessory tier 1 requirements, the difference between administrative use and conditional use permits, expectation of burn hours if a BESS catches fire, and ongoing inspections for the lifecycle of the BESS.

C. Ordinance No. 7017 (Thomas) (30 Minutes)

An Ordinance amending the City's 2025-2026 Biennial Budget

Director Thomas provided the Council with an overview of Ordinance No. 7017 including the 4th Budget Adjustment to the 2025-2026 Budget. She reviewed fund balance true ups, the carry-forward items from 2025, new programs with offsetting revenues, new programs without offsetting revenue, Sales Tax changes, and flood recovery impacts on the General Fund.

Council discussed the Citywide Strategic Plan, and ongoing costs for photo enforcement.

D. Update for the Purchase of Soos Creek Botanical Gardens (Whalen/Krueger) (30 Minutes)

Resolution No. 5897, Resolution No. 5900, and Resolution No. 5901

Managers Arndt and Gouk provided the Council with an overview of the purchase of Soos Creek Botanical Gardens, including the three proposed Resolutions, the King County Conservation Futures Grant to purchase the Soos Creek Botanical Gardens, public benefits of the purchase, and appraised value of the property. They reviewed the process for the purchase of the property, and the Operating Agreement with the Soos Creek Botanical Garden Foundation.

Council discussed land preservation and the parking area purchase.

## **COUNCIL REPORTS**

Councilmember Baldwin, Deputy Mayor Tracy Taylor, and Mayor Backus provided reports.

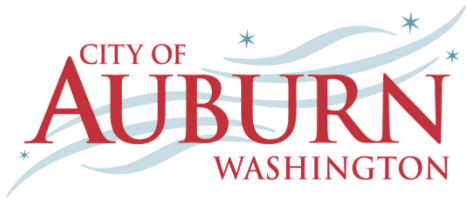
## **ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 8:57 p.m.

APPROVED this 4th day of May 2026.

\_\_\_\_\_  
TRACY TAYLOR, DEPUTY MAYOR

\_\_\_\_\_  
Shawn Campbell, City Clerk



**AGENDA BILL APPROVAL FORM**

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**Agenda Subject:**

Minutes from the April 20, 2026, City Council Meeting

**Meeting Date:**

May 4, 2026

**Department:**

City Council

**Attachments:**

04-20-2026 Minutes

**Budget Impact:**

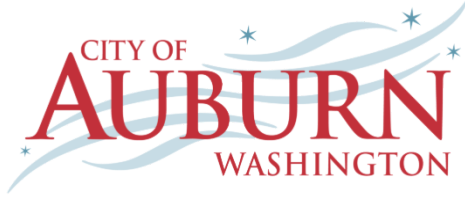
**Administrative Recommendation:**

**Background for Motion:**

**Background Summary:**

**Councilmember:**

**Staff:**



**City Council  
Regular Meeting  
April 20, 2026 - 7:00 PM  
City Hall Council Chambers**

**MINUTES**

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**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 Tracy Taylor, Hanan Amer, Kate Baldwin, Brian Lott, Cheryl Rakes, Lisa Stirgus, and Clinton Taylor.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Julie Krueger, and Deputy City Clerk Hannah Scholl.

**ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS**

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

**APPOINTMENTS**

- A. Municipal Court Judge  
City Council to confirm the appointment of Matthew Leyba to Auburn Municipal

Court Judge Position No. 1, for a three-year appointed term from January 1, 2027, to December 31, 2029

Councilmember Stirgus moved and Councilmember Amer seconded to confirm the appointment of Matthew Leyba to Auburn Municipal Court Judge Position No. 1, for a three-year appointed term from January 1, 2027, to December 31, 2029.

Council discussed references and the background process.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Transportation Advisory Board

City Council to confirm the reappointments of Tyson Hiffman and Derek Ronnfeldt to the Transportation Advisory Board for a three-year term expiring December 31, 2028

Deputy Mayor T. Taylor moved and Councilmember Rakes seconded to confirm the reappointments Tyson Hiffman and Derek Ronnfeldt to the Transportation Advisory Board for a three-year term expiring December 31, 2028.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Auburn Junior City Council

City Council to confirm the appointment of Benjamin Rolls to the Auburn Junior City Council for a two-year term expiring August 31, 2027

Deputy Mayor T. Taylor moved and Councilmember C. Taylor seconded to confirm the appointment of Benjamin Rolls to the Auburn Junior City Council for a two-year term expiring August 31, 2027.

MOTION CARRIED UNANIMOUSLY. 7-0

## **AGENDA MODIFICATIONS**

There were no modifications to the agenda.

## **PUBLIC COMMENT**

### **Written Comments:**

The City Clerk's Office received written comments from Jolene Rhodes, Billy Hetherington, Peter Hasegawa, Ronald Morgan, Bonnie Helms, and James DeLay which were forwarded to the Mayor and Council prior to the meeting.

### **In-Person Comments:**

Sarah Rose, CeCe Collins, Luke Anderson, Peter Hasegawa, Jullian Loh, and Bonnie Helms provided comments.

## **CORRESPONDENCE**

There was no correspondence for Council to review.

## **CONSENT AGENDA**

- A. Minutes from the April 6, 2026, City Council Meeting
- B. Claims Vouchers (Thomas)  
Claims voucher list dated April 1, 2026, which includes voucher number 483265, in the amount of \$16,068.50
- C. Claims Vouchers (Thomas)  
Claims voucher list dated April 2, 2026, which includes voucher number 483266, in the amount of \$9,429.12
- D. Claims Vouchers (Thomas)  
Claims voucher list dated April 8, 2026, which includes voucher numbers 483267 through voucher 483382, in the amount of \$3,327,261.92, nineteen electronic fund transfers in the amount of \$8,888.86, and three wire transfers in the amount of \$281,751.37
- E. Payroll Vouchers (Thomas)  
Payroll check numbers 539807 through 539814 in the amount of \$88,417.22, electronic deposit transmissions in the amount of \$3,069,980.78, for a grand total of \$3,158,398.00 for the period covering March 26, 2026, to April 8, 2026

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

MOTION CARRIED UNANIMOUSLY. 7-0

## **UNFINISHED BUSINESS**

There was no unfinished business.

## **NEW BUSINESS**

There was no new business.

## **ORDINANCES**

- A. Ordinance No. 6999 (Krum)  
An Ordinance relating to Critical Areas Ordinance Update, amending Sections 16.10.010, 16.10.020, 16.10.030, 16.10.040, 16.10.050, 16.10.070, 16.10.080, 16.10.090, 16.10.100, 16.10.110, 16.10.130, 16.10.140, and 16.10.150 of the

Auburn City Code

Deputy Mayor T. Taylor moved and Councilmember Baldwin seconded to approve Ordinance No. 6999.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 7014 (Krum)  
An Ordinance relating to Battery Energy Storage Systems, amending Sections 18.07.020, 18.23.030, 18.35.030, Chapter 18.29 and establishing two new Sections 18.04.174 and 18.31.240 of the Auburn City Code

Councilmember Stirgus moved and Deputy Mayor T. Taylor seconded to approve Ordinance No. 7014.

Director Krum reminded Council that the City currently has no regulations in place once the moratorium expires.

Council discussed safety, regulations, Planning Commission recommendation, data, and research.

Councilmember Baldwin moved and Councilmember Lott seconded to postpone Ordinance No. 7014 to the May 4, 2026, City Council Meeting.

MOTION TO POSTPONE FAILED. 3-4 Deputy Mayor T. Taylor, Councilmembers C. Taylor, Stirgus, and Amer voted against.

Council discussed prior presentations regarding BESS, research, and risks.

MAIN MOTION CARRIED. 4-2 Councilmembers Lott and Rakes voted against. Councilmember Baldwin abstained.

- C. Ordinance No. 7017 (Thomas)  
An Ordinance amending the City's 2025-2026 Biennial Budget

Councilmember Lott moved and Councilmember Amer seconded to approve Ordinance No. 7017.

MOTION CARRIED UNANIMOUSLY. 7-0

- D. Ordinance No. 7019 (Martinson)  
An Ordinance amending Chapter 2.14 of the Auburn City Code to provide necessary updates and housekeeping amendments in preparation for the opening of the Auburn Municipal Court

Councilmember Stirgus moved and Councilmember Rakes seconded to approve Ordinance No. 7019.

MOTION CARRIED UNANIMOUSLY. 7-0

## RESOLUTIONS

A. Resolution No. 5895 (Krum)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Port of Seattle to accept and expend Grant Funds for Economic Development

Councilmember C. Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5895.

MOTION CARRIED UNANIMOUSLY. 7-0

## MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmembers provided reports on the events that they attended.

B. From the Mayor

Mayor Backus provided a report on the events she attended.

## ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:02 p.m.

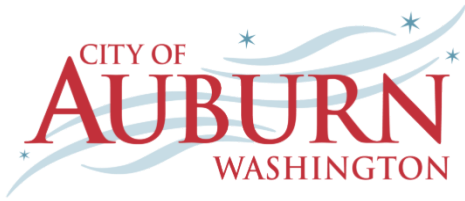
APPROVED this 4th day of May 2026.

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NANCY BACKUS, MAYOR

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Hannah Scholl, Deputy City Clerk



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Claims Vouchers (Thomas)  
Claims voucher list dated April 22, 2026, which includes voucher numbers 483383 through voucher 483419, voucher numbers 483421 through 483524 in the amount of \$3,303,320.44, twelve electronic fund transfers in the amount of \$19,254.20, and three wire transfers in the amount of \$529,313.93

**Meeting Date:**

May 4, 2026

**Department:**

Finance

**Attachments:**

None

**Budget Impact:****Administrative Recommendation:**

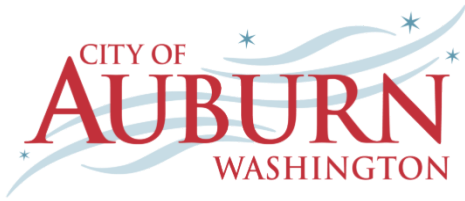
City Council to approve Claim Vouchers.

**Background for Motion:****Background Summary:**

Claims voucher list dated April 22, 2026, which includes voucher numbers 483383 through voucher 483419, voucher numbers 483421 through 483524 in the amount of \$3,303,320.44, twelve electronic fund transfers in the amount of \$19,254.20, and three wire transfers in the amount of \$529,313.93.

**Councilmember:** Hanan Amer

**Staff:** Jamie Thomas



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Claims Vouchers (Thomas)  
Claims voucher dated April 22, 2026, which includes voucher number  
483420 in the amount of \$13,474.49

**Meeting Date:**

May 4, 2026

**Department:**

Finance

**Attachments:**

None

**Budget Impact:****Administrative Recommendation:**

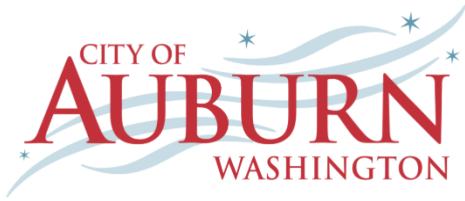
City Council to approve Claim Vouchers.

**Background for Motion:****Background Summary:**

Claims voucher dated April 22, 2026, which includes voucher number 483420 in the amount of \$13,474.49.

**Councilmember:** Hanan Amer

**Staff:** Jamie Thomas



**AGENDA BILL APPROVAL FORM**

**Agenda Subject:**

Payroll Vouchers (Thomas)  
Payroll check numbers 539815 through 539820 in the amount of \$829,745.29, electronic deposit transmissions in the amount of \$2,858,142.20, for a grand total of \$3,687,887.49 for the period covering April 9, 2026, to April 29, 2026

**Meeting Date:**

May 4, 2026

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

**Department:**

Finance

**Attachments:**

None

**Budget Impact:**

**Administrative Recommendation:**

City Council to approve Payroll Vouchers.

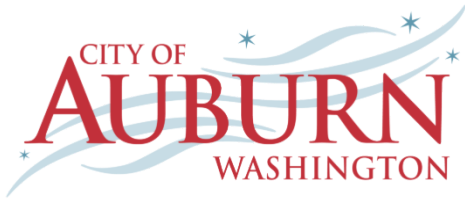
**Background for Motion:**

**Background Summary:**

Payroll check numbers 539815 through 539820 in the amount of \$829,745.29, electronic deposit transmissions in the amount of \$2,858,142.20, for a grand total of \$3,687,887.49 for the period covering April 9, 2026, to April 29, 2026.

**Councilmember:** Hanan Amer

**Staff:** Jamie Thomas



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Ordinance No. 7022 (Thomas)

An Ordinance relating to housekeeping amendments for recently adopted Tax Ordinances, and amending Section 3.53.020 and Chapter 3.62 of the Auburn City Code

**Meeting Date:**

May 4, 2026

**(RECOMMENDED ACTION: Move to approve Ordinance No. 7022.)**

**Department:**

Finance

**Attachments:**

Ordinance No. 7022, Exhibit A

**Budget Impact:****Administrative Recommendation:**

City Council to approve Ordinance No. 7022.

**Background for Motion:**

Ordinance No. 7022 amends formatting and cross-referencing errors that were included in Ordinance No. 6993 and 7011, which amended the City's Business and Occupation Tax Code.

**Background Summary:**

On December 15, 2025, the City Council approved Ordinance No. 6993, which amended Auburn City Code (ACC) to incorporate provisions of Senate Bill 5814 which mandated changes to the B&O Tax Model Ordinance. On February 2, 2026, the City Council approved Ordinance No. 7011, which amended ACC 3.62.020 relating to the Administrative Code for Certain City Taxes.

Both Ordinances contain errors relating to cross-referenced Sections of Code; and these formatting and cross-referencing errors were an oversight, not scrivener errors, which must be corrected via an Ordinance. Section 3.53.020 and Chapter 3.62 of the ACC are amended to read as shown in Exhibit A.

**Councilmember:** Hanan Amer

**Staff:** Jamie Thomas

**ORDINANCE NO. 7022**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO HOUSEKEEPING AMENDMENTS FOR RECENTLY ADOPTED TAX ORDINANCES, AND AMENDING SECTION 3.53.020 AND CHAPTER 3.62 OF THE AUBURN CITY CODE

WHEREAS, on December 15, 2025, the City Council approved Ordinance No. 6993, which amended various sections of Chapter 3.53 ACC relating to the imposition and administration of the City Business and Occupation (B&O) Tax; and

WHEREAS, on February 2, 2026, the City Council approved Ordinance No. 7011, which amended ACC 3.62.020 relating to the Administrative Code for Certain City Taxes; and

WHEREAS, Ordinance No. 6993 did not include necessary formatting edits to incorporate the additional code into the format of the current code; and

WHEREAS, both ordinances contain errors relating to cross-referenced sections of code; and

WHEREAS, these formatting and cross-referencing errors were oversight, not scrivener errors, which must be corrected via an ordinance,

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

**Section 1. Amendment to City Code.** Section 3.53.020 and Chapter 3.62 of the Auburn City Code are amended to read as shown in Exhibit A.

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

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

**Section 4. Corrections.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any references thereto.

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

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

\_\_\_\_\_  
Jason Whalen, City Attorney

Published: \_\_\_\_\_

**3.53.020 Definitions.**

In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular.

A. “Adult family home” means a residential home licensed by the Washington State Department of Social and Health Services (DSHS) pursuant to Chapter [70.128](#) RCW in which a person or persons provides personal care, special care, room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.

B. Advance, Reimbursement.

1. “Advance” means money or credits a taxpayer receives from a customer or client for the purpose of paying costs or fees on behalf of the customer or client.

2. “Reimbursement” means money or credits a taxpayer receives from a customer or client to repay the taxpayer for money or credits expended by the taxpayer in payment of costs or fees of the customer or client.

C. Agricultural Product, Farmer.

1. “Agricultural product” means any product of plant cultivation or animal husbandry including, but not limited to: a product of horticulture, grain cultivation, vermiculture, viticulture, or aquaculture as defined in RCW [15.85.020](#); plantation Christmas trees; turf; or any animal including but not limited to an animal that is a private sector cultured aquatic product as defined in RCW [15.85.020](#), or a bird, or insect, or the substances obtained from such animal. “Agricultural product” does not include animals intended to be pets, marijuana, or marijuana-infused products as defined by RCW [69.50.101\(y\)](#) and [\(ff\)](#).

2. “Farmer” means any person engaged in the business of growing or producing, upon the person’s own lands or upon lands in which the person has a present right of possession, any agricultural product whatsoever for sale. “Farmer” does not include a person using such products as ingredients in a manufacturing process, or a person growing or producing such products for the person’s own consumption. “Farmer” does not include a person selling any animal or substance obtained therefrom in connection with the person’s business of operating a stockyard or a slaughter or packing house. “Farmer” does not

## EXHIBIT A – ORD 7022

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include any person in respect to the business of taking, cultivating, or raising timber. “Farmer” does not include any person engaged in the business of growing, producing, processing, selling or distributing marijuana.

### D. Artistic or Cultural Organization.

1. The term “artistic or cultural organization” means an organization which is organized and operated exclusively for the purpose of providing artistic or cultural exhibitions, presentations, or performances or cultural or art education programs, as defined in subsection [\(D\)\(10\)](#) of this section, for viewing or attendance by the general public.
2. The organization must be a not-for-profit corporation under Chapter [24.03](#) RCW.
3. The organization must be managed by a governing board of not less than eight individuals none of whom is a paid employee of the organization or by a corporation sole under Chapter [24.12](#) RCW.
4. No part of its income may be paid directly or indirectly to its members, stockholders, officers, directors, or trustees except in the form of services rendered by the corporation in accordance with its purposes and bylaws.
5. Salary or compensation paid to its officers and executives must be only for actual services rendered, and at levels comparable to the salary or compensation of like positions within the state.
6. Assets of the organization must be irrevocably dedicated to the activities for which the exemption is granted and, on the liquidation, dissolution, or abandonment by the organization, may not inure directly or indirectly to the benefit of any member or individual except a nonprofit organization, association, or corporation which also would be entitled to the exemption.
7. The organization must be duly licensed or certified when licensing or certification is required by law or regulation.
8. The amounts received that qualify for exemption must be used for the activities for which the exemption is granted.

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9. Services must be available regardless of race, color, national origin, ancestry, religion, age, sex, marital status, Vietnam or disabled veteran status, sexual orientation, or the presence of any mental or physical disability.

10. The term “artistic or cultural exhibitions, presentations, or performances or cultural or art education programs” is limited to:

- a. An exhibition or presentation of works of art or objects of cultural or historical significance, such as those commonly displayed in art or history museums;
- b. A musical or dramatic performance or series of performances; or
- c. An educational seminar or program, or series of such programs, offered by the organization to the general public on an artistic, cultural, or historical subject.

E. “Assisted living facility” means any home or other institution, however named, which is advertised, announced, or maintained for the express or implied purpose of providing housing, basic services, and assuming general responsibility for the safety and well-being of the residents, and may also provide domiciliary care. “Assisted living facility” shall not include facilities certified as group training homes pursuant to RCW [71A.22.040](#), nor any home, institution or section thereof which is otherwise licensed and regulated under the provisions of state law providing specifically for the licensing and regulation of such home, institution or section thereof. Nor shall it include any independent senior housing, independent living units in continuing care retirement communities, or other similar living situations including those subsidized by the Department of Housing and Urban Development.

F. “Athletic or fitness facility” means an indoor or outdoor facility or portion of a facility that is primarily used for: exercise classes; strength and conditioning programs; personal training services; tennis, racquetball, handball, squash, or pickleball; or other activities requiring the use of exercise or strength training equipment, such as treadmills, elliptical machines, stair climbers, stationary cycles, rowing machines, pilates equipment, balls, climbing ropes, jump ropes, and weightlifting equipment.

G. “Business” includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.

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H. “Business and occupation tax” or “gross receipts tax” means a tax imposed on or measured by the value of products, the gross income of the business, or the gross proceeds of sales, as the case may be, and that is the legal liability of the business.

I. “City” means the city of Auburn, Washington.

J. “Commercial or industrial use” means the following uses of products, including by-products, by the extractor or manufacturer thereof:

1. Any use as a consumer; and
2. The manufacturing of articles, substances or commodities.

K. “Competitive telephone service” means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under RCW Title [80](#) and for which a separate charge is made.

L. “Consumer” means the following:

1. Any person who purchases, acquires, owns, holds, or uses any tangible or intangible personal property irrespective of the nature of the person’s business. “Consumer” includes, among others and without limiting its scope, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for a consumer other than for the purpose of:
  - a. Resale as tangible or intangible personal property in the regular course of business;
  - b. Incorporating such property as an ingredient or component of real or personal property when installing, repairing, cleaning, altering, imprinting, improving, constructing, or decorating such real or personal property of or for consumers;
  - c. Incorporating such property as an ingredient or component of a new product or as a chemical used in processing a new product when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new product; or

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- d. Consuming the property in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon;
2. Any person engaged in any business activity that is taxable under ACC [3.53.040](#);
3. Any person who purchases, acquires, or uses any competitive telephone service as herein defined, other than for resale in the regular course of business;
4. Any person who purchases, acquires, or uses any personal, business, or professional service defined as a retail sale or retail service in this section, other than for resale in the regular course of business;
5. Any person who is an end user of software;
6. Any person engaged in the business of “public road construction” with respect to tangible personal property when that person incorporates the tangible personal property as an ingredient or component of a publicly owned street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle by installing, placing, or spreading the property in or upon the right-of-way of a publicly owned street, place, road, highway, easement, bridge, tunnel, or trestle, or in or upon the site of a publicly owned mass public transportation terminal or parking facility;
7. Any person who is an owner, lessee, or has the right of possession to or an easement in real property which is being constructed, repaired, decorated, improved, or otherwise altered by a person engaged in business;
8. Any person who is an owner, lessee, or has the right of possession to personal property which is being constructed, repaired, improved, cleaned, imprinted, or otherwise altered by a person engaged in business; or
9. Any person engaged in “government contracting.” Any such person shall be a consumer within the meaning of this subsection with respect to tangible personal property incorporated into, installed in, or attached to such building or other structure by such person. Nothing contained in this or any other subsection of this section shall be construed to modify any other definition of “consumer.”

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M. “Delivery” means the transfer of possession of tangible personal property between the seller and the buyer or the buyer’s representative. Delivery to an employee of a buyer is considered delivery to the buyer. Transfer of possession of tangible personal property occurs when the buyer or the buyer’s representative first takes physical control of the property or exercises dominion and control over the property. “Dominion and control” means the buyer has the ability to put the property to the buyer’s own purposes. It means the buyer or the buyer’s representative has made the final decision to accept or reject the property, and the seller has no further right to possession of the property and the buyer has no right to return the property to the seller, other than under a warranty contract. A buyer does not exercise dominion and control over tangible personal property merely by arranging for shipment of the property from the seller to itself. A buyer’s representative is a person, other than an employee of the buyer, who is authorized in writing by the buyer to receive tangible personal property and take dominion and control by making the final decision to accept or reject the property. Neither a shipping company nor a seller can serve as a buyer’s representative. It is immaterial where the contract of sale is negotiated or where the buyer obtains title to the property. Delivery terms and other provisions of the Uniform Commercial Code (RCW Title [62A](#)) do not determine when or where delivery of tangible personal property occurs for purposes of taxation.

N. “Director” means the finance director of the city or any officer, agent or employee of the city designated to act on the director’s behalf.

O. “Digital automated service,” “digital code” and “digital goods” have the same meaning as in RCW [82.04.192](#).

P. “Digital products” means digital goods, digital codes, digital automated services, and the services described in RCW [82.04.050\(2\)\(q\)](#) and [\(6\)\(b\)](#).

Q. “Eligible gross receipts tax” means a tax which:

1. Is imposed on the act or privilege of engaging in business activities within ACC [3.53.040](#); and
2. Is measured by the gross volume of business, in terms of gross receipts, and is not an income tax or value added tax; and
3. Is not, pursuant to law or custom, separately stated from the sales price; and

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4. Is not a sales or use tax, business license fee, franchise fee, royalty or severance tax measured by volume or weight, or concession charge, or payment for the use and enjoyment of property, property right or a privilege; and

5. Is a tax imposed by a local jurisdiction, whether within or without the state of Washington, and not by a country, state, province, or any other nonlocal jurisdiction above the county level.

### R. Engaging in Business.

1. The term “engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

2. This subsection sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to register and obtain a business license or pay city business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of “engaging in business” in subsection (R)(1) of this section. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.

3. Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license:

a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.

b. Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment in the city.

c. Soliciting sales.

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- d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
- e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
- f. Installing, constructing, or supervising installation or construction of real or tangible personal property.
- g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
- h. Collecting current or delinquent accounts.
- i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
- j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
- k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
- l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
- m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.
- n. Investigating, resolving, or otherwise assisting in resolving customer complaints.
- o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

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- p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another person acting on its behalf.
4. If a person, or their employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license and pay tax:
- a. Meeting with suppliers of goods and services as a customer.
  - b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
  - c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of directors member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
  - d. Renting tangible or intangible property as a customer when the property is not used in the city.
  - e. Attending, but not participating in, a "trade show" or "multiple vendor events." Persons participating at a trade show shall review Chapter [2.23](#) ACC, Special Event Permits.
  - f. Conducting advertising through the mail.
  - g. Soliciting sales by phone from a location outside the city.
5. A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the city. Such activities do not include those in subsection [\(R\)\(4\)](#) of this section.
6. The city expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the Constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus-generating contact or subsequent contacts.

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S. “Extracting” is the activity engaged in by an extractor and is reportable under the extracting classification.

T. Extractor.

1. “Extractor” means every person who from the person’s own land or from the land of another under a right or license granted by lease or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or for commercial or industrial use, mines, quarries, takes or produces coal, oil, natural gas, ore, stone, sand, gravel, clay, mineral or other natural resource product; or fells, cuts or takes timber, Christmas trees other than plantation Christmas trees, or other natural products; or takes fish, shellfish, or other sea or inland water foods or products.

2. “Extractor” does not include persons performing under contract the necessary labor or mechanical services for others; persons meeting the definition of “farmer” under RCW [82.04.213](#), or persons producing cannabis.

3. When an “extractor” is also a “manufacturer” under this chapter, the principles of WAC [458-20-135](#) (as now enacted or hereafter amended) shall apply.

U. “Extractor for hire” means a person who performs under contract necessary labor or mechanical services for an extractor.

V. “Gross income of the business” means the value proceeding or accruing by reason of the transaction of the business engaged in and includes gross proceeds of sales, compensation for the rendition of services, gains realized from trading in stocks, bonds, or other evidences of indebtedness, interest, discount, rents, royalties, fees, commissions, dividends, and other emoluments however designated, all without any deduction on account of the cost of tangible property sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

W. “Gross proceeds of sales” means the value proceeding or accruing from the sale of tangible personal property, digital goods, digital codes, digital automated services or for other services rendered, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount paid, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

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- X. “Gross receipts” has the same meaning as gross income.
- Y. “Hospital” means any institution, place, building, or agency which provides accommodations, facilities and services over a continuous period of 24 hours or more, for observation, diagnosis, or care, of two or more individuals not related to the operator who are suffering from illness, injury, deformity, or abnormality, or from any other condition for which obstetrical, medical, or surgical services would be appropriate for care or diagnosis. “Hospital” as used in this chapter does not include hotels, or similar places furnishing only food and lodging, or simply domiciliary care; nor does it include clinics, or physician’s offices where patients are not regularly kept as bed patients for 24 hours or more; nor does it include nursing homes, as defined and which come within the scope of Chapter [18.51](#) RCW; nor does it include birthing centers, which come within the scope of Chapter [18.46](#) RCW; nor does it include psychiatric hospitals, which come within the scope of Chapter [71.12](#) RCW; nor any other hospital or institution specifically intended for use in the diagnosis and care of those suffering from mental illness, intellectual disability, convulsive disorders, or other abnormal mental condition. Furthermore, nothing in this chapter or the rules adopted pursuant thereto shall be construed as authorizing the supervision, regulation, or control of the remedial care or treatment of residents or patients in any hospital conducted for those who rely primarily upon treatment by prayer or spiritual means in accordance with the creed or tenets of any well recognized church or religious denominations.
- Z. International Investment Management Services.
1. “International investment management services” includes investment research, investment consulting, fund administration, fund distribution, investment transactions, or related investment services provided to persons for or on behalf of a collective investment fund. A person is considered to be engaged in providing international investment management services if such person is providing investment management services and/or is a member of an affiliated group (as defined by RCW [82.04.293\(2\)\(b\)](#)) primarily in the business of providing investment management services to collective investment funds, and at least 15 percent of the gross income of the person and/or affiliated group is derived from providing investment management services to any of the following:
    - a. Persons or collective investment funds residing outside the United States; or
    - b. Collective investment funds with at least 50 percent of their investment assets located or issued outside the United States.

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2. For the purpose of this section, “collective investment fund” includes:
- a. A mutual fund or other regulated investment company as defined in [26 USC 851\(a\)](#), as now enacted or hereafter amended;
  - b. An investment company, as defined in [15 USC 80\(a\)\(3\)](#) (as now enacted or hereafter amended), as well as any entity that would be an investment company for this purpose but for the exemptions contained in [15 USC 80\(a\)\(3\)](#);
  - c. An employee benefit plan, which includes any plan, trust, commingled employee benefit trust, or custodial arrangement that is subject to [29 USC 1001](#) et seq., or that is described in [26 USC 125, 401, 403, 408, 457, 501\(c\)\(9\)](#), and [501\(c\)\(17\)](#) through [\(24\)](#), or a similar plan maintained by a state or local government, or a plan trust, or custodial arrangement established to self-insure benefits required by federal, state, or local law;
  - d. A fund maintained by a tax exempt organization, as defined in [26 USC 501\(c\)\(3\)](#) for operating, quasi-endowment, or endowment purposes;
  - e. Funds that are established for the benefit of such tax exempt organizations, such as charitable remainder trusts, charitable lead trusts, charitable annuity trusts, or other similar trusts; or
  - f. Collective investment funds similar to those described in subsections [\(Z\)\(2\)\(a\)](#) through [\(Z\)\(2\)\(e\)](#) of this section created under the laws of a foreign jurisdiction.

AA. “Liquor” shall have the same meaning as RCW [66.44.010](#).

BB. “Lottery commissions” are commissions received from sales of lottery and scratch tickets to a consumer.

CC. “Manufacturing” means the activity conducted by a manufacturer and is reported under the manufacturing classification.

DD. “Manufacturer,” “To Manufacture.”

- 1. “Manufacturer” means every person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or for commercial or industrial use from the person’s own materials or ingredients any products. When the owner of equipment or facilities furnishes, or sells to the customer prior to manufacture,

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materials or ingredients equal to less than 20 percent of the total value of all materials or ingredients that become a part of the finished product, the owner of the equipment or facilities will be deemed to be a processor for hire, and not a manufacturer. A business not located in this city that is the owner of materials or ingredients processed for it in this city by a processor for hire shall be deemed to be engaged in business as a manufacturer in this city.

2. “To manufacture” means all activities of a commercial or industrial nature wherein labor or skill is applied, by hand or machinery, to materials or ingredients so that as a result thereof a new, different or useful product is produced for sale or commercial or industrial use, and shall include:

- a. The production of special made or custom made articles;
- b. The production of dental appliances, devices, restorations, substitutes, or other dental laboratory products by a dental laboratory or dental technician;
- c. Crushing and/or blending of rock, sand, stone, gravel, or ore; and
- d. The producing of articles for sale, or for commercial or industrial use from raw materials or prepared materials by giving such materials, articles, and substances of trade or commerce new forms, qualities, properties or combinations including, but not limited to, such activities as making, fabricating, processing, refining, mixing, slaughtering, packing, aging, curing, mild curing, preserving, canning, and the preparing and freezing of fresh fruits and vegetables.

“To manufacture” shall not include the production of digital goods or the production of computer software if the computer software is delivered from the seller to the purchaser by means other than tangible storage media, including the delivery by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

EE. Newspaper, Magazine, Periodical.

1. “Newspaper” means a publication offered for sale regularly at stated intervals at least once per week and printed on newsprint in tabloid or broadsheet format folded loosely together without stapling, glue, or any other binding of any kind.

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2. “Magazine” or “periodical” means any printed publication, other than a newspaper, issued and offered for sale regularly at stated intervals at least once every three months, including any supplement or special edition of the publication. Any publication meeting this definition qualifies regardless of its content.

FF. “Office” or “place of business” means a fixed location or permanent facility where the regular business of the person is conducted and which is either owned by the person or over which the person exercises legal dominion and control. The regular business of the person is presumed conducted at a location:

1. Whose address the person uses as their business mailing address; and
2. Where the place of primary use is shown on a telephone billing or a location containing a telephone line, listed in a public telephone directory or other similar publication, under the business name; and
3. Where the person holds themselves out to the general public as conducting regular business through signage or other means; and
4. Where the person is required to obtain any appropriate state and local business license or registration unless the person is exempted by law from such requirement.

A vehicle such as a pick-up, van, truck, boat or other motor vehicle is not an office or place of business. A post office box is not an office or place of business.

If a person has an office or place of business, the person’s home is not an office or place of business unless it meets the criteria for office or place of business above. If a person has no office or place of business, the person’s home or apartment within the city will be deemed the place of business.

GG. “Option to purchase” shall mean a continuing offer or contract by which owner stipulates with another that the latter shall have the right to buy property at a fixed dollar price within a certain time. An agreement is only an option when no obligation rests on the potential buyer to make any payment except such as may be agreed upon by the parties as consideration to support the option until the potential buyer has made up their mind within a time specified to complete the purchase. The use of the term “fair market value” or any other like term shall not be substituted for a fixed dollar price in determining if an “option to purchase” exists.

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HH. “Person” means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the state of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise and the United States or any instrumentality thereof.

II. “Processing for hire” means the performance of labor and mechanical services upon materials or ingredients belonging to others so that as a result a new, different or useful product is produced for sale, or commercial or industrial use. A processor for hire is any person who would be a manufacturer if that person were performing the labor and mechanical services upon that person’s own materials or ingredients. If a person furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to 20 percent or more of the total value of all materials or ingredients that become a part of the finished product the person will be deemed to be a manufacturer and not a processor for hire.

JJ. “Product” means tangible personal property, including articles, substances, or commodities created, brought forth, extracted, or manufactured by human or mechanical effort. “By-product” means any additional product, other than the principal or intended product, which results from extracting or manufacturing activities and which has a market value, without regard to whether or not such additional product was an expected or intended result of the extracting or manufacturing activities.

KK. “Retailing” means the activity of engaging in making sales at retail and is reported under the retailing classification.

LL. “Retail floor space” means the area where items are on display for sale to the public, together with the walkways and open spaces associated with such display.

MM. “Retail service” shall include the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

1. Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquetball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others,

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when provided to consumers. “Amusement and recreation services” also include the provision of related facilities such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term “amusement and recreation services” does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons;

2. Abstract, title insurance, and escrow services;
3. Credit bureau services;
4. Automobile parking and storage garage services;
5. Landscape maintenance and horticultural services but excluding (a) horticultural services provided to farmers and (b) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;
6. Service charges associated with tickets to professional sporting events; and
7. The following personal services: physical fitness services, tanning salon services, tattoo parlor services, steam bath services, Turkish bath services, escort services, and dating services.
8. The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.
9. Beginning April 1, 2026, the rental or lease of individual self-service storage space at self-storage facilities,

NN. “Royalties” means compensation for the use of intangible property, such as copyrights, patents, licenses, franchises, trademarks, trade names, and similar items.

OO. Sale, Casual or Isolated Sale.

1. “Sale” means any transfer of the ownership of, title to, or possession of, property for a valuable consideration and includes any activity classified as a “sale at retail,” “retail sale,” or “retail service.” It includes renting or leasing, conditional sale contracts, leases with option to purchase, and any contract under which possession of the property is given to the purchaser but title is retained by the vendor as security for the payment of the

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purchase price. It also includes the furnishing of food, drink, or meals for compensation whether consumed upon the premises or not.

2. “Casual or isolated sale” means a sale made by a person who is not engaged in the business of selling the type of property involved on a routine or continuous basis.

PP. Sale at Retail, Retail Sale.

~~“Sale at retail,” “retail sale.”~~

~~(1)~~ 1. “Sale at retail” or “retail sale” means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:

~~a.~~

Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or

~~(a)~~

~~(b)~~ b. Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or

~~c. (c)~~ Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or

~~d. (d)~~ Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or

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~~(e).~~ ~~PP~~urchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065; or

~~(f).~~ Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection (8) of this section, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), (e), or (f) of this subsection following such use.

The term also means every sale of tangible personal property to persons engaged in any business that is taxable under RCW 82.04.280(1)(a), (b), and (g), 82.04.290, and 82.04.2908.

~~(2)~~2. "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under ~~.050(1)(g)~~-ACC 3.53.040(A)(7)

3. The term "sale at retail" or "retail sale" includes the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities: -

~~(3)~~ ~~a.~~

Information technology training services, technical support, and other services including, but not limited to, assisting with network operations and support, help desk services, in-person training related to hardware or software, network system support services, data entry services, and data processing services; or

~~(a)~~ ~~b.~~

~~(b)~~ Custom website development services. For the purposes of this subsection (3), "website development services" means the design, development, and support of a website provided by a website developer to a customer; or

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~~(e)~~ ~~c.~~ Investigation, security services, security monitoring services, and armored car services including, but not limited to, background checks, security guard and patrol services, personal and event security, armored car transportation of cash and valuables, and security system services and monitoring. This does not include locksmith services; or

~~(d)~~ ~~d.~~ Temporary staffing services. For the purposes of this subsection (3), "temporary staffing services" means providing workers to other businesses, except for hospitals licensed under chapter 70.41 or 71.12 RCW, for limited periods of time to supplement their workforce and fill employment vacancies on a contract or for fee basis; or

e. Advertising services.

~~(i.)~~ For the purposes of this subsection (3), "advertising services" means all digital and nondigital services related to the creation, preparation, production, or dissemination of advertisements including, but not limited to: (A) Layout, art direction, graphic design, mechanical preparation, production supervision, placement, referrals, acquisition of advertising space, and rendering advice concerning the best methods of advertising products or services; and (B) Online referrals, search engine marketing, and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign.

~~(e)~~

~~(ii.)~~ "Advertising services" do not include:

~~(A.)~~ Web hosting services and domain name registration;

~~(B.)~~ Services rendered in respect to the following:

~~(I.)~~ "Newspapers" as defined in RCW 82.04.214;

~~(II.)~~ Printing or publishing under RCW 82.04.280; and

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~~(III.)~~ "Radio and television broadcasting" within this state as defined in RCW 82.04 (section 1, chapter 9, Laws of 2025); and

~~(C.)~~ Services rendered in respect to out-of-home advertising, including: Billboard advertising; street furniture advertising; transit advertising; place-based advertising, such as in-store display advertising or point-of-sale advertising; dynamic or static signage at live events; naming rights; and fixed signage advertising. Out-of-home advertising does not include direct mail; or

f. Live presentations including, but not limited to, lectures, seminars, workshops, or courses where participants attend either in person or via the internet or telecommunications equipment that allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time.

~~(f)~~ —

For the purposes of (a) through (c) and (e) of this subsection (3), the terms "sale at retail" and "retail sale" do not include a sale between members of an affiliated group as defined in RCW 82.04.299(1)(f).

~~(4.)~~ "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

~~(a)~~ — a. The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

b. The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto,

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whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

~~(b)~~—

c. The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;

~~(e)~~—d.

The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term “janitorial services” shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term “janitorial services” does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

~~(d)~~—e.

~~The~~ sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under chapter 82.16 RCW;—

~~(e)~~—f.

The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that

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the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;

~~(f)~~ — g.

The installing, repairing, altering, or improving of digital goods for consumers;

~~(g)~~ —

h.

~~(h)~~ The sale of or charge made for tangible personal property, labor and services to persons taxable under (a), (b), (c), (d), (e), (f), and (g) of this subsection when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a “sale at retail” or “retail sale” even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (1) of this section and nothing contained in subsection (1) of this section shall be construed to modify this subsection.

5. “Sale at retail” or “retail sale” shall also include the providing of competitive telephone service to consumers.

~~(4)~~6.

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~~(6)~~ — “Sale at retail” or “retail sale” shall also include the following:

~~(a.)~~ I “Sale at retail” or “retail sale” shall also include the sale of prewritten software, custom software, and customization of prewritten computer software to a consumer, other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. For purposes of this subsection ~~(65)~~(a) the sale of the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may be characterized by the vendor or by the purchaser.

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~~(b.)~~

~~(i) The term “sale at retail” or “retail sale” also includes~~ the charge made to consumers for the right to access and use prewritten computer software, custom software, and customization of prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis. This includes the

~~(ii) (A) The service described in (b)(i) of this subsection~~ ~~6~~ ~~includes the~~ right to access and use prewritten software, custom software, and customization of prewritten computer software to perform data processing. “D

~~(B) For purposes of this subsection (b)(ii) “data processing”~~ means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

~~7. (7)~~ —“Sale at retail” or “retail sale” shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right of way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the State of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind.

~~(Public road construction)~~

~~8. (8)~~ —“Sale at retail” or “retail sale” shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, “extended warranty” means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the ———replacement or repair of tangible personal property, based on the occurrence of specified events. The term “extended warranty” does not include an agreement, otherwise meeting the definition of extended warranty in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

~~(9.)~~ “Sale at retail” or “retail sale” shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of

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new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to chapter 35.82 RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation ~~(government contracting)~~.

~~(10.)~~ “Sale at retail” or “retail sale” shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development. Instead, the services and charges herein ~~[This should be reported under the service and other classification as defined under ACC 3.53.040(A)(7).]~~

~~(11.)~~ “Sale at retail” or “retail sale” shall not include the sale of or charge made for labor and services rendered for environmental remedial action. This should be reported under ACC 3.53.040(A)(7) ~~[This should be reported under the service and other classification.]~~

~~(12.)~~ ~~(a)~~ “Sale at retail” or “retail sale” shall include ~~shall also include the following~~ sales to consumers of digital goods, digital codes, and digital automated services.:

a. Applicable sales include the following:

- i. ~~(i)~~ Sales in which the seller has granted the purchaser the right of permanent use;
- ii. ~~(ii)~~ Sales in which the seller has granted the purchaser a right of use that is less than permanent;
- iii. ~~(iii)~~ Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and
- iv. ~~(iv)~~ Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

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~~b. (b)~~ A retail sale of digital goods, digital codes, or digital automated services under ~~this subsection [insert reference to section .040(12)5(11)]ACC 3.53.020(PP)(12)(a)~~ includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

~~c. (c)~~ A retail sale of digital goods, digital codes, or digital automated services does not include the following services if the sale occurs between members of an affiliated group as defined in RCW 82.04.299(1)(f):

~~(i.)~~ Any service that primarily involves the application of human effort by the seller, and the human effort originated after the customer requested the service;

~~(ii.)~~ Live presentations, such as lectures, seminars, workshops, or courses, where participants are connected to other participants via the internet or telecommunications equipment, which allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time;

~~(i.)~~ ~~iii.~~ Advertising services. For purposes of this subsection, "advertising services" means all services directly related to the creation, preparation, production, or dissemination of advertisements. Advertising services include layout, art direction, graphic design, mechanical preparation, production supervision, placement, and rendering advice to a client concerning the best methods of advertising that client's products or services. Advertising services also include online referrals, search engine marketing and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign. Advertising services do not include web hosting services and domain name registration; and

~~(ii.)~~ ~~iv.~~ Data processing services. For purposes of this subsection, "data processing service" means a primarily automated service provided to a business or other organization where the primary object of the service is the systematic performance of operations by the service provider on data supplied in whole or in part by the customer to extract the required information in an appropriate form or to convert the data to usable information. Data processing services include check processing,

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image processing, form processing, survey processing, payroll processing, claim processing, and similar activities. Data processing does not include the service described in ~~subsection (insert reference) of this section~~[ACC 3.53.020\(PP\)\(6\)\(a\)](#).

~~(d.)~~ For purposes of this subsection, “permanent” means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

~~(13.)~~ “Sale at retail” or “retail sale” shall also include the installing, repairing, altering, or improving of digital goods for consumers.

QQ. “Sale at wholesale” or “wholesale sale” means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, custom software, customization of prewritten software to a consumer, or services described in subsection [\(PP\)\(5\)\(b\)](#) of this section, which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW [80.04.010](#) for the purpose of resale, as contemplated by RCW [35.21.715](#).

RR. “Service” means any sale or charge made for personal, business or professional service, including amounts designated as rents, fees, or admissions, not otherwise included within any other tax classification defined herein; provided, that the term “service” excludes retail or wholesale services.

SS. Software, Prewritten Software, Custom Software, Customization of Canned Software, Master Copies, Retained Rights.

1. “Prewritten software” or “canned software” means computer software, including prewritten upgrades, that is not designed and developed by the author or other creator to the specifications of a specific purchaser. The combining of two or more prewritten computer software programs or prewritten portions thereof does not cause the

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combination to be other than prewritten computer software. Prewritten computer software includes software designed and developed by the author or other creator to the specifications of a specific purchaser when it is sold to a person other than such purchaser. Where a person modifies or enhances computer software of which such person is not the author or creator, the person shall be deemed to be the author or creator only of the person's modifications or enhancements. Prewritten computer software or a prewritten portion thereof that is modified or enhanced to any degree, where such modification or enhancement is designed and developed to the specifications of a specific purchaser, remains prewritten computer software; however, where there is a reasonable, separately stated charge or an invoice or other statement of the price given to the purchaser for the modification or enhancement, the modification or enhancement shall not constitute prewritten computer software.

2. "Custom software" means software created for a single person.

3. "Customization of canned software" means any alteration, modification, or development of applications using or incorporating canned software to specific individualized requirements of a single person. Customization of canned software includes individualized configuration of software to work with other software and computer hardware but does not include routine installation. Customization of canned software does not change the underlying character or taxability of the original canned software.

4. "Master copies" of software means copies of software from which a software developer, author, inventor, publisher, licensor, sublicensor, or distributor makes copies for sale or license. The software encoded on a master copy and the media upon which the software resides are both ingredients of the master copy.

5. "Retained rights" means any and all rights, including intellectual property rights such as those rights arising from copyrights, patents, and trade secret laws, that are owned or are held under contract or license by a software developer, author, inventor, publisher, licensor, sublicensor, or distributor.

6. "Software" means any information, program, or routine, or any set of one or more programs, routines, or collections of information, used, or intended for use, to convey information that causes one or more computers or pieces of computer-related peripheral equipment, or any combination thereof, to perform a task or set of tasks. "Software" includes the associated documentation, materials, or ingredients, regardless of the media

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upon which that documentation is provided, that describe the code and its use, operation, and maintenance and that typically are delivered with the code to the consumer. All software is classified as either canned or custom.

TT. “Taxpayer” means any “person,” as herein defined, required to have a business license under this chapter or liable for the collection of any tax or fee under this chapter, or who engages in any business or who performs any act for which a tax or fee is imposed by this chapter.

UU. “Tuition fee” includes library, laboratory, health service, and other special fees, and amounts charged for room and board by an educational institution when the property or service for which such charges are made is furnished exclusively to the students or faculty of such institution. “Educational institution,” as used in this section, means only those institutions created or generally accredited as such by the state and includes educational programs that such educational institution cosponsors with a nonprofit organization, as defined by [26 USC 501\(c\)\(3\)](#), as hereafter amended, if such educational institution grants college credit for coursework successfully completed through the educational program, or an approved branch campus of a foreign degree-granting institution in compliance with Chapter [28B.90](#) RCW, and in accordance with RCW [82.04.4332](#) or defined as a degree-granting institution under RCW [28B.85.010\(3\)](#) and accredited by an accrediting association recognized by the United States Secretary of Education, and offering to students an educational program of a general academic nature or those institutions which are not operated for profit and which are privately endowed under a deed of trust to offer instruction in trade, industry, and agriculture, but not including specialty schools, business colleges, other trade schools, or similar institutions.

VV. “Value proceeding or accruing” means the consideration, whether money, credits, rights, or other property expressed in terms of money, a person is entitled to receive or which is actually received or accrued. The term shall be applied, in each case, on a cash receipts or accrual basis according to which method of accounting is regularly employed in keeping the books of the taxpayer.

WW. Value of Products.

1. The value of products, including by-products, extracted or manufactured, shall be determined by the gross proceeds derived from the sale thereof whether such sale is at wholesale or at retail, to which shall be added all subsidies and bonuses received from the

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purchaser or from any other person with respect to the extraction, manufacture, or sale of such products or by-products by the seller.

2. Where such products, including by-products, are extracted or manufactured for commercial or industrial use; and where such products, including by-products, are shipped, transported or transferred out of the city, or to another person, without prior sale or are sold under circumstances such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale; the value shall correspond as nearly as possible to the gross proceeds from sales in this state of similar products of like quality and character, and in similar quantities by other taxpayers, plus the amount of subsidies or bonuses ordinarily payable by the purchaser or by any third person with respect to the extraction, manufacture, or sale of such products. In the absence of sales of similar products as a guide to value, such value may be determined upon a cost basis. In such cases, there shall be included every item of cost attributable to the particular article or article extracted or manufactured, including direct and indirect overhead costs. The director may prescribe rules for the purpose of ascertaining such values.

3. Notwithstanding subsection [\(WW\)\(2\)](#) of this section, the value of a product manufactured or produced for purposes of serving as a prototype for the development of a new or improved product shall correspond to (a) the retail selling price of such new or improved product when first offered for sale; or (b) the value of materials incorporated into the prototype in cases in which the new or improved product is not offered for sale.

XX. “Warehouse” means every structure or any part thereof that is used for the storage of merchandise, goods, wares, commodities, inventory, materials, equipment or other items (whether or not for compensation) in furtherance of engaging in business, including but not limited to the following:

1. “Storage warehouse” means a building or structure, or any part thereof, in which goods, wares, or merchandise are stored whether or not for compensation, except field warehouses, fruit warehouses, fruit packing plants, unroasted coffee bean warehouses, warehouses licensed under Chapter [22.09](#) RCW (which are agricultural commodities warehouses), public garages storing automobiles, railroad freight sheds, docks and wharves.

2. “Cold storage warehouse” means a storage warehouse used to store fresh and/or frozen perishable fruits or vegetables, meat, seafood, dairy products, or fowl, or any

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combination thereof, at a desired temperature to maintain the quality of the product for orderly marketing. This term does not include freezer space or frozen food lockers.

3. “Automobile storage garage” means any off-street building, structure, or area where vehicles are parked or stored, for any period of time, for a charge.

YY. “Warehouse, outdoor” means an area that is outdoors and is primarily used for the storage of merchandise, goods, wares, commodities, inventory, materials, equipment or other items (whether or not for compensation) in furtherance of engaging in business.

ZZ. “Wholesaling” means engaging in the activity of making sales at wholesale, and is reported under the wholesaling classification.

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### **3.62.020 ~~Reserved. Exemption from tax return and payment requirements.~~**

~~Taxpayers claiming an exemption under this section must submit a written exemption request to the director. The director must approve an exemption request in writing before a taxpayer will be granted an exemption from the tax and return requirements in this chapter. (Ord. 6964 § 2 (Exh. B), 2025; Ord. 6921 § 1 (Exh. A), 2023.)~~

### **3.62.030 Tax return filing and payment requirements.**

A. *Taxpayers Subject to the Tax Imposed by Chapters 3.40, 3.41, 3.42, 3.80, 3.84 and 3.88 ACC.*

Taxpayers subject to these chapters shall record and report tax due on a city tax return form, and shall file the return and pay the corresponding tax due to the city finance director, as follows:

1. *Taxpayers With Gross Income of \$20,000 per Month or Less.* ~~Unless ACC 3.62.020(A) applies, t~~The taxes imposed by those chapters shall be due annually, and paid on or before April 30th of the year following the year in which the income was received.

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2. *Taxpayers With Gross Income Exceeding \$20,000 per Month.* The taxes imposed by those chapters shall be due in quarterly installments, and paid on or before the thirtieth day of the month after the end of the quarterly period in which the income was received.

B. *Taxpayers Subject to the Tax Imposed by Chapter 3.52 ACC.* Taxpayers subject to the tax imposed by Chapter [3.52](#) ACC shall record and report tax due on a city tax return form. Tax owed under this chapter is due and payable in quarterly installments and shall be paid on or before the thirtieth day of the month after the end of the quarterly period in which the taxpayer received the income.

C. If a taxpayer is subject to multiple taxes imposed under different Chapters [3.40](#), [3.41](#), [3.52](#), [3.53](#), [3.80](#), [3.84](#) and [3.88](#) ACC, a taxpayer shall report all taxes on the same city tax return form, using the same filing frequency, determined in accordance with subsections [\(A\)\(1\)](#), [\(A\)\(2\)](#) and [B](#) of this section.

D. The director reserves the right to review and reassign the tax return filing frequencies in this section case by case.

E. *Taxpayer Accounting Methods.* Taxpayers may file tax returns listing amounts based on cash receipt only if the taxpayer's records are kept on a cash basis. Otherwise, taxpayers must file returns listing amounts based on an accrual accounting method.

F. Taxes shall be paid as provided in this chapter and accompanied by a return on the city authorized tax forms as prescribed by the director. Taxpayer returns shall be signed by the taxpayer or by their authorized agent. The individual signing the return shall swear or affirm that the return information is true and complete. Unless exempt from taxation under ACC [3.62.020](#), taxpayers must file city tax returns whether or not any tax is owed.

G. Unless otherwise provided in this chapter, if any taxpayer fails, neglects or refuses to make a return as and when required in this chapter, the director is authorized to determine the amount of the tax or fees payable by obtaining facts and information upon which to base the director's estimate of the tax or fees due. Such assessment shall be deemed prima facie correct and shall be the amount of tax owed to the city by the taxpayer. The director shall notify the taxpayer by mail of the amount of tax so determined, together with any penalty, interest, and fees due; the total of such amounts shall thereupon become immediately due and payable.

## EXHIBIT A – ORD 7022

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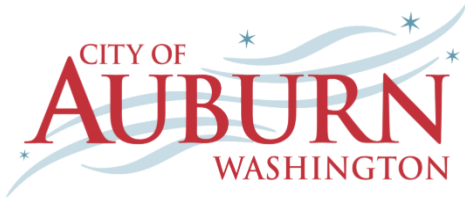
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**The Auburn City Code is current through Ordinance 6983, passed July 21, 2025.**

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.auburnwa.gov](http://www.auburnwa.gov)

[Hosted by General Code.](#)



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Resolution No. 5904 (Krueger)

A Resolution authorizing the Mayor to approve the conceptual design, fabricate, and install a public art piece into Centennial Viewpoint Park

**Meeting Date:**

May 4, 2026

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5904.)**

**Department:**

Parks, Arts & Recreation

**Attachments:**

Resolution No. 5904

**Budget Impact:****Administrative Recommendation:**

City Council to adopt Resolution No. 5094.

**Background for Motion:**

Resolution No. 5094 would authorize the Mayor to approve the conceptual design, fabrication, and installation of a public art piece into Centennial Viewpoint Park.

**Background Summary:**

The Auburn Arts Commission approved conceptual artwork designs for Centennial Viewpoint Park by artists Sharon Agnor and Ben Dye at the Arts Commission meeting on April 7, 2026. The Arts Commission is forwarding their recommendation for final approval to the Auburn City Council, the next step in the approval process as part of the City's Art in Public Places Policy. The proposed artworks were presented during the Council Study Session on April 27, 2026.

**Councilmember:** Clinton Taylor

**Staff:** Julie Krueger

**RESOLUTION NO. 5904**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO APPROVE THE CONCEPTUAL DESIGN, FABRICATE, AND INSTALL A PUBLIC ART PIECE INTO CENTENNIAL VIEWPOINT PARK

WHEREAS, the City of Auburn is working on design for a new artwork at Centennial Viewpoint Park; and

WHEREAS, the City has contracted with artists Sharon Agnor and Ben Dye to provide public artwork in Centennial Viewpoint Park and desires to proceed with the proposed conceptual design, fabrication and installation of artwork for this site; and

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

**Section 1.** The Mayor of the City of Auburn is hereby authorized to give permission for artists Sharon Agnor and Ben Dye to design, fabricate, and install public artwork in Centennial Viewpoint Park in substantial conformity with the renderings presented to Council, which are incorporated by this reference.

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

**Section 3.** The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

**Section 4.** This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: \_\_\_\_\_

CITY OF AUBURN

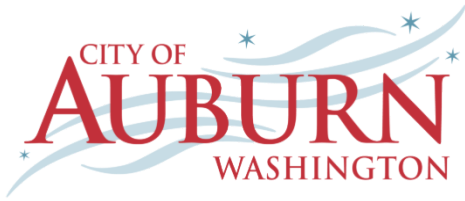
\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

\_\_\_\_\_  
Jason Whalen, City Attorney



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Resolution No. 5905 (Thomas)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2026-2027 Local Hazardous Waste Management Program and to accept and expend program grant funds

**Meeting Date:**

May 4, 2026

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5905.)**

**Department:**

Finance

**Attachments:**

Resolution No. 5905, Exhibit A -  
2026-2027 City of Auburn Haz  
Waste Contract

**Budget Impact:**

None

**Administrative Recommendation:**

City Council to adopt Resolution No. 5905.

**Background for Motion:**

Resolution No. 5905 would authorize the Mayor to accept a \$56,905.63 grant from King County for the City's 2026-2027 Local Hazardous Waste Management Program.

**Background Summary:**

King County requests to enter into a contract with the City of Auburn for the Local Hazardous Waste Management Program. King County has extended \$56,905.63 for the City to provide Hazardous Waste Education in 2026 and 2027.

**Residential, Multifamily, and Business Hazardous Waste Education**

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

**School Hazardous Waste Education**

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

**Councilmember:** Hanan Amer

**Staff:** Jamie Thomas

**RESOLUTION NO. 5905**

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 2026-2027 LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM AND TO ACCEPT AND EXPEND PROGRAM GRANT FUNDS

WHEREAS, King County has agreed to reimburse the City of Auburn in the amount of \$56,905.63 for costs associated with the City's Local Hazardous Waste Management Program; and

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

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

**Section 1.** The Mayor is authorized to execute an Agreement between the City and King County for the 2026-2027 Local Hazardous Waste Management Grant Program, which agreement will be in substantial conformity with the agreement attached as Exhibit A, and to accept and expend program grant funds in the amount of \$56,905.63.

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

**Section 3.** The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors,

references, Resolution numbering, section/subsection numbers, and any references thereto.

**Section 4.** This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF AUBURN

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jason Whalen, City Attorney

 <p style="margin: 0;"><b>Hazardous Waste Management Program</b> GOVERNMENTS WORKING TOGETHER FOR A HEALTHIER AND CLEANER KING COUNTY</p>	<b>GRANT AGREEMENT</b>
--	------------------------

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

<b>RECIPIENT NAME</b>
City of Auburn
<b>RECIPIENT ADDRESS</b>
25 W. Main Street Auburn, WA 98001
<b>RECIPIENT CONTACT &amp; EMAIL ADDRESS</b>
Devin Fritz <a href="mailto:DFritz@auburnwa.gov">DFritz@auburnwa.gov</a>

<b>PROJECT TITLE</b>
Local Hazardous Waste Management Program Grant Funds for 2026 and 2027

AGREEMENT START DATE	AGREEMENT END DATE	AGREEMENT MAXIMUM AMOUNT
January 1, 2026	March 31, 2028	\$56,905.63

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

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

**AGREEMENT FOR AWARD OF  
LOCAL HAZARDOUS WASTE MANAGEMENT GRANT FUNDS FOR 2026-2027**

**Between**

**KING COUNTY and the CITY OF Auburn**

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

**1. RECITALS**

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

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

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

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

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

**2. AWARD OF GRANT; CONDITIONS OF GRANT**

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

2.2 King County agrees to grant the City an award of Local Hazardous Waste Management Funds not to exceed \$56,905.63 (the "Award") on a reimbursement basis as described in Section 2.5. The Award shall be used by the City solely for the performance of the activities described in this Agreement.

2.3 The City shall use the grant of Local Hazardous Waste Management Funds to provide hazardous waste collection and/or education services or programs as described in Exhibit A. The total amount of funds available from this grant from January 2026 – December 2027 shall not exceed \$56,905.63.

2.4 This Agreement provides for distribution of 2026 and 2027 grant funds to the City. Reimbursement for activities carried out and expenses incurred by the City may predate the execution date of this Agreement provided that (a) the activities have been identified by the City as being within the Scope of Work and have been approved by King County as being within such Scope of Work; (b) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award; and (c) such activities and expenses otherwise comply with all other terms of this Agreement. Reimbursements shall be paid to the City only after this Agreement has been fully executed.

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

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

2.5.1 If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, the reports shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 30), except for the final progress report and request for reimbursement, which shall be due by February 27, 2028.

2.5.2 Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the December 12, 2027, an

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

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

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

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

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

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

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

2.8.2 The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2029.

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

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

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

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

2.10 The City designates Nancy Backus, City of Auburn Mayor, or designee, as the administrator of this Agreement for the City.

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

### **3. DURATION OF AGREEMENT**

This Agreement shall become effective on either January 1, 2026, or the date of execution of the Agreement by both the County and the City and shall terminate on March 31, 2028. The City shall not incur any new charges after December 31, 2027. However, if execution by either Party does not occur until after January 1, 2026, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2026, and the later execution of the Agreement provided that the City complies with the reporting requirements of Section 2.5 of the Agreement.

### **4. TERMINATION**

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

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

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

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

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

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

## **5. AMENDMENTS**

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

## **6. HOLD HARMLESS AND INDEMNIFICATION**

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

6.2 The City's obligations under this section shall include, but not be limited to all of the following: (a) The duty to promptly accept tender of defense and provide defense to the County with legal counsel acceptable to the County and at the City's own expense; (b) Indemnification of claims made by the City's own employees or agents; and (c) Waiver of the City's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the County, which waiver has been mutually negotiated by the Parties. In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from The City. The provisions of this Section 6.2 shall survive the expiration, abandonment, or termination of this Agreement.

## **7. INSURANCE**

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

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

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

## **8. ENTIRE CONTRACT; NO WAIVER OF DEFAULT**

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

## **9. TIME IS OF THE ESSENCE**

The County and City recognize that time is of the essence in the performance of this Agreement. The Scope of Work set forth in Exhibit A shall be completed by the City no later than December 31, 2027. In the event that the Scope of Work is not completed by this date, then King County shall retain any unexpended Award funds.

**10. SEVERABILITY**

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

**11. NOTICE**

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

Frances Bothfeld, Contract Administrator, or a provided designee  
King County Department of Natural Resources and Parks  
Water and Land Resources Division  
Hazardous Waste Management Program  
201 S. Jackson Street, Suite 6300  
Seattle, WA 98104  
[hazwastegovrelations@kingcounty.gov](mailto:hazwastegovrelations@kingcounty.gov)

If to the City:

Nancy Backus, Mayor or a provided designee  
City of Auburn  
25 W Main Street  
Auburn WA 98001  
[nbackus@auburnwa.gov](mailto:nbackus@auburnwa.gov)

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

**12. GENERAL PROVISIONS**

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

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

**Agreement No. 262702**

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

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

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

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

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

**City of Auburn**

**King County**

BY \_\_\_\_\_  
Nancy Backus, Mayor

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

City of Auburn

For Girmay Zahilay, King County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### TASK #1 Residential, Multifamily & Business Hazardous Waste Education

The City of Auburn will create and mail a newsletter, flyer, postcard or other media about household hazardous waste and safer alternative solutions to single-family and multifamily customers. This will be created once the new South County Recycle and Transfer Station is complete and open so we can highlight this new disposal option. This outreach may be in collaboration with the City of Auburn Storm division.

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

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

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

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

#### **Outreach messages may include:**

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

#### **Proposed expenditures for this project include:**

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

#### **Performance Objectives:**

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

**Impact Objectives:**

- Outreach approximately 20,000 households and 600 business in Auburn so that they reduce the use of hazardous chemicals and incorporate proper hazardous waste disposal techniques using the Wastemobile and transfer station options.
- Reduce the number of hazardous wastes and electronics that are illegally dumped along roadsides within the City of Auburn.
- Increase awareness and participation of residents and businesses in the proper handling and disposal of household and business hazardous waste and safer alternatives for the protection of public health and the environment.

**TASK #2 School Hazardous Waste Education**

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

**Outreach messages may include:**

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

**Proposed expenditures for this project may include:**

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

**Performance Objectives:**

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

**Impact Objectives:**

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

## EXHIBIT B

2026-2027 City of Auburn LHWMP Grant Budget

Grant Funds Available: \$ 56,905.63

Task #1 Residential, Multifamily and Business Hazardous Waste Education	Projected City Expenses
Outreach- Residential, Multifamily, and/or Business Newsletter or Postcard	\$ 21,000.00
Hazardous Waste Boosted Socials Posts- collab with South Sound Cities	\$ 800.00
Task #1 Total	\$ 21,800.00

Task #2 School Hazardous Waste Education	Projected City Expenses
Consultant Services- School Presentations	\$ 35,105.63
Task #2 Total	\$ 35,105.63

Total Grant Budget	\$ 56,905.63
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# EXHIBIT C

## INVOICE

Agreement No. xxxxx  
 Exhibit C  
 Period of Performance: 1/1/26-12/31/27

**City/Tribe**  
 Address  
 Address  
 Invoice Processing Contact: **Full Name**  
**Phone Number**  
[Email](#)

Submit signed invoice to:  
 Matthew Weintraub  
 Hazardous Waste Management Program  
 DNRP Water and Land Resources Division

201 South Jackson Street, Suite 6300  
 Seattle, WA 98104  
[hazwastegovrelations@kingcounty.gov](mailto:hazwastegovrelations@kingcounty.gov)

Invoice for services rendered under this Agreement for the period of:  Start Date  End Date

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	<input type="text"/>
Supplier Name	<input type="text"/>
Supplier #	<input type="text"/>
Supplier Pay Site	<input type="text"/>
Remit to Address	<input type="text"/>
Invoice Date	<input type="text"/>
Invoice #	<input type="text"/>
Amount to be Paid	<input type="text"/>
Requisitioner name/phone:	Amanda Miller 206-477-1649

Project	Organization	Expend Acct	Task	CPA	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Expenditure Item	2026-2027 Budget	Previously Billed	Current	Cumulative	Balance
HHW Task 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHW Task 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHW Task 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Materials and quantities collected:**

Gallons of motor oil	<input type="text"/>
Number of motor oil filters	<input type="text"/>
Gallons of mixed fuel	<input type="text"/>
Gallons of antifreeze	<input type="text"/>
Pounds of lead acid batteries	<input type="text"/>
Pounds of dry batteries	<input type="text"/>
Number of CFC appliances	<input type="text"/>
Number of fluorescent bulbs	<input type="text"/>
Other (please specify)	<input type="text"/>

**Collection event details:**

Number of collection events	<input type="text"/>
Number of participants at collection events	<input type="text"/>

**Education event details:**

Number of education events	<input type="text"/>
Number of participants at education events	<input type="text"/>

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

\_\_\_\_\_  
 Recipient - Print Name

\_\_\_\_\_  
 Recipient Signature Date

\_\_\_\_\_  
 Haz Waste Program Authorization / Approval Date



P.O. Box 88030  
Tukwila, WA 98138  
Phone: 206-575-6046  
Fax: 206-575-7426  
[www.wciapool.org](http://www.wciapool.org)

**EXHIBIT D**

2/20/2026

**Ref#:** 16898

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

Re: City of Auburn  
2026 Hazardous Waste Reduction Grant Agreement

**Evidence of Coverage**

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

WCIA has at least \$5 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.

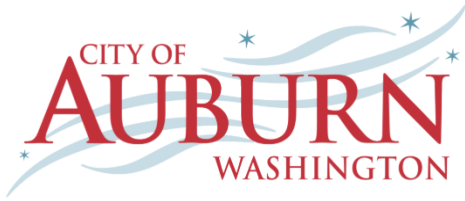
WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

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

Rob Roscoe  
Deputy Director

cc: Candis Martinson



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Resolution No. 5906 (Thomas)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County to implement the 2026-2027 Waste Reduction and Recycling Grant Program and to accept and expend program grant funds

**Meeting Date:**

May 4, 2026

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5906.)**

**Department:**

Finance

**Attachments:**

Resolution No. 5906, Exhibit A -  
2026-2027 WRR IAA

**Budget Impact:****Administrative Recommendation:**

City Council to adopt Resolution No. 5906.

**Background for Motion:**

Resolution No. 5906 would authorize the Mayor to accept a \$106,412.00 grant from King County for the City's 2026-2027 Waste Reduction & Recycling Program.

**Background Summary:**

King County requests to enter into a contract with the City of Auburn for the 2026-2027 Waste Reduction & Recycling (WRR) Program. King County has extended \$106,412.00 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, recycling collection events, and a multifamily contamination reduction project.

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

**Councilmember:** Hanan Amer

**Staff:** Jamie Thomas

**RESOLUTION NO. 5906**

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 2026-2027 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 2026-2027 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 \$106,412.00.

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

**Section 3.** The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors,

references, Resolution numbering, section/subsection numbers, and any references thereto.

**Section 4.** This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF AUBURN

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jason Whalen, City Attorney

**INTERAGENCY AGREEMENT FOR THE 2026-2027 WASTE REDUCTION & RECYCLING GRANT PROGRAM**

**Between**

**KING COUNTY and the CITY OF AUBURN**

This two-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 2024 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 2026-2027 shall not exceed **\$106,412.00**.
2. This Agreement provides for distribution of 2026-2027 grant funds to the City. However, grant funds are not available until January 1, 2026.
3. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), 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 eight(8) progress reports and requests for reimbursement during the two-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 31, 2028.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by March 31, 2027 and March 31<sup>st</sup>, 2028.

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 5<sup>th</sup> working day of 2027 and December 2028, 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, City of Auburn 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, 2026, or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2026, and shall terminate on June 30, 2028. The City shall not incur any new charges after December 31, 2027. However, if execution by either Party does not occur until after January 1, 2026, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2026 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, City of Auburn Solid Waste Specialist, or a provided designee  
City of Auburn  
25 W Main St  
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, City of Auburn Mayor

**King County**

BY \_\_\_\_\_  
Christopher Stubbs, Deputy Division  
Director  
Solid Waste Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Waste Reduction and Recycling Grant Scope of Work

### Applicant Information

City: Auburn

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

### Instructions for Completing the Scope of Work (SOW) Form

The Scope of Work (SOW) form is designed to capture the key components of each task included in your project. This form may be completed for a single task or replicated for multiple tasks, depending on the structure and complexity of your project.

Please complete all sections of the form using the definitions provided below to guide your responses. *Task sections may be added or removed based on the nature of the overall project.*

#### Form Definitions

**Task Description:** A summary of the task that includes the key initiatives, target audience, anticipated challenges, and strategies for addressing those challenges. This section should also describe how the task supports overall project goals and the expected impact on the community.

**Task Work Plan:** A detailed outline of planned activities, associated timelines, responsible parties, required resources, and expected outcomes. This section should specify the steps and strategies to be used to achieve project goals and objectives.

**Task Performance Objectives:** A list of measurable goals and key performance indicators (KPIs), such as recycling rates, participation rates, event success metrics, or materials distributed. This section should also include methods for tracking and evaluating progress, as well as any deliverables to be submitted to King County by the end of the grant period.

**Task Impact Objectives:** A description of the anticipated long-term impacts of the task, including potential changes in behavior, environmental benefits, economic outcomes, and community engagement. Broader goals may include reducing overall waste, increasing recycling rates, and promoting sustainable practices within the community.

**Task Evaluation:** An explanation of the evaluation methods and criteria to be used in assessing task effectiveness, such as surveys, interviews, or waste diversion data. These evaluation components must be included in the final report.

**Scope of Work**

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

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

**Budget Total:** \$106,412

**Amount set aside for King County Recycle Events:** \$20,000- one per year

**Remaining Budget Total:** \$86,412.00

**Task A: Residential, Multifamily & Business Outreach**

*Please use this section to detail your project tasks.*

**Task Title:** Residential, Multifamily & Business Outreach

**Task Budget:** \$61,312

**Task Description:**

The City of Auburn will use different forms of media, presentations, online materials, and promotional items to promote waste reduction and recycling programs. 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:****Multifamily Contamination Reduction Project (CROP):**

The City and/or a hired consultant will promote recycling outreach and contamination reduction to properties needing assistance and/or have high contamination. Visual waste audits will be conducted to determine contamination over a period of time.

**Re-Use Events:**

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.

**Community Events:**

The City will promote waste reduction and reuse by sponsoring a city-wide yard sale and hosting a costume swap annually for residents that wish to participate.

**Purchasing:**

To be compliant with the Recycling Reform Law the City of Auburn will purchase blue public place recycling containers to replace the grey (non-compliant) recycling containers we currently have in our downtown area. Giveaways such as reusable utensils and reusable bags will be purchased

and then distributed at outreach/tabling events such as Kids Day, the Senior Wellness Fair, and the City of Auburn Farmers Market to help spread the word on waste prevention and proper waste disposal and recycling.

### **Task Performance Objective:**

#### Residential, Multifamily & Business Outreach:

The City will produce or have professionally produced media pieces, displays, 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. Trans created materials will be available whenever possible.

#### Community Events:

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. A survey will be sent to participants following the sale and the data gathered from the survey will help us understand how many tangible items were utilized. This data will also be used to gauge event success and to help inform plans for the next Yard Sale. All data will be submitted to King County upon completion of the project.

Costumes will be collected at various donation locations throughout the City and counted prior to the event. During the event, we will be monitoring the amount of participants that attend the event, and the number of costumes that are taken. Both of these factors will help us to understand the success of the event. The events will be summarized into a report that will be submitted to King County after the event is completed.

#### 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 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.

#### Purchasing:

The number of recycling containers and the number of giveaways purchased will be reported to King County.

### **Task Impact Objective:**

#### Residential, Multifamily & Business Outreach:

Postcards, flyers, advertisements, social media announcements and online materials will promote upcoming City and County events and inform residents and businesses about resources available for waste reduction and recycling specific to their home or business.

Community Events:

City-wide events will encourage residents to reduce waste and reuse. These annual events help to foster community and spread awareness about the benefits of waste prevention and waste reduction.

Multifamily CROP:

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

Re-Use Events:

The City will have two or more events in this grant period. 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.

Purchasing:

The purchase of blue recycling containers will help to visually express the difference between recycling and garbage, which is especially important with public place collection containers that can't be monitored. Right now, Auburn has grey recycling containers and there just isn't enough contrast to avoid confusion that could lead to contamination. We also want to make sure that we as a City are setting a good example by becoming compliant to the Recycling Reform Law.

The giveaways are a key piece of outreach as they are in some cases what draw people in to get more information during events. By giving out items that are designed to be reused over and over again Auburn is aiding in the efforts to promote waste reduction through behavior change.

**Task Evaluation:**

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 Events:

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.

Purchasing:

The City will record the number of recycling containers that are placed throughout the City and will also document the number of items that are given out to the public.

**Task B: School Outreach**

*Please use this section to detail your project tasks.*

**Task Title: Auburn Schools Outreach**

**Task Budget:** \$25,100

**Task Description:**

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

**Task Work Plan:**

School Programs & Presentations: City staff and/or a consultant will provide in-person or virtual “Sustainable Auburn: Reduce and Recycle Right” workshops to 3<sup>rd</sup> – 5<sup>th</sup> 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.

**Task Performance Objective:**

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.

**Task Impact Objective:**

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.

**Task Evaluation:**

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.

## 2026-2027 Waste Reduction & Recycling Grant Guidelines

### Program Eligibility

The King County Solid Waste Division (SWD) has prepared a list of Re+ Action Ideas and Plug & Play Project Plans that expands on the Waste Reduction & Recycling (WRR) Case Studies shared in past grant cycles. These ideas include new creative and innovative project ideas that can be adopted for WRR Grant scopes of works (Attachment 3). The goal of this list is to offer additional ideas for waste reduction projects 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 2024 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 (Attachment 2), which includes the examples below.

### Sample Re+ Actions

- [Plug & Play Project Plans](#)
- [Food Waste](#) – Food rescue infrastructure investment – supporting hunger relief organizations and food banks with resources like food storage, trucks, etc.
- [Community](#) - Establishing tool and other equipment libraries or other sharing initiatives, e.g., borrow party packs for picnics and birthday parties.
- [Paper/Plastic Recycling - Multi-family](#) - 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.

The following are not eligible for funding:

- Collection of garbage, except for residential garbage related to 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 batteries, oil, gasoline, fluorescent light, and antifreeze.

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

*For questions about specific program eligibility or alignment with the Comprehensive Plan, please contact Annie DeCosta-Klipa at (206) 477-4563 or [adecostaklipa@kingcounty.gov](mailto:adecostaklipa@kingcounty.gov). You may also refer to Attachment 5 for additional guidance.*

### **Grant Administration**

#### *Requests for Reimbursement:*

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

#### *Accrual Reporting:*

By the 2<sup>nd</sup> Friday of December, 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.

9/19/2025

**Ref#:** 16540

King County Solid Waste Division  
Attn: Annie DeCosta-Klipa  
201 S Jackson St, Suite #6400  
Seattle, WA 98104

Re: City of Auburn  
Waste Reduction & Recycling 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,



Rob Roscoe  
Deputy Director

cc: Candis Martinson

**BUDGET SUMMARY REPORT FORM**

**Exhibit D**

**2026-2027 King County SWD Waste Reduction & Recycling Grant**

City: _____	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					\$ -
<b>TOTALS</b>		\$ -	\$ -	\$ -	\$ -

<b>For King County Use</b>					
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  
2026-2027**

**Expense Summary Form**

**City:**  
**Reimbursement Request #** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Contract #**

Task Title & No.	Vendor	Date of Service	Item Description	Invoice No.	Amount Paid
Total					0