

**City Council
Regular Meeting
July 6, 2026 - 7:00 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

- A. The Auburn City Council Meeting scheduled for Monday, July 6, 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/87230908105>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. Parks & Recreation Month
Mayor Backus to proclaim July 2026, as "Parks & Recreation Month" in the City of Auburn

APPOINTMENTS

- A. Planning Commission
City Council to approve the appointment of Adib Altallal to the Planning Commission, for a three-year term expiring December 31, 2028

(RECOMMENDED ACTION: Move to approve the appointment of Adib Altallal to the Planning Commission, for a three-year term expiring December 31, 2028.)

AGENDA MODIFICATIONS

PUBLIC HEARINGS

- A. Public Hearing for Astound Broadband, LLC Franchise Agreement No. FRN24-0004 (Gaub)
City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN24-0004 for Astound Broadband, LLC, for a Wireline Telecommunication Franchise

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

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

CORRESPONDENCE

CONSENT AGENDA

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

- A. Minutes from the June 15, 2026, City Council Meeting
- B. Minutes from the June 22 and June 29, 2026, Study Session Meetings
- C. Payroll Vouchers (Thomas)
Payroll check numbers 539843 through 539847 in the amount of \$810,639.30, electronic deposit transmissions in the amount of \$3,163,913.37, for a grand total of \$3,974,552.67 for the period covering June 11, 2026, to July 1, 2026

- D. Award Public Works Project No. CP2518 (Gaub)

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

- A. Ordinance No. 7020 (Krum)
An Ordinance relating to Nonconforming Structures, Land, and Uses Regulations Amending Sections 18.54.050, 18.54.060, 18.54.070, 18.54.080, and 18.70.020 of the Auburn City Code

(RECOMMENDED ACTION: Move to approve Ordinance No. 7020.)

- B. Ordinance No. 7023 (Thomas)
An Ordinance amending the City's 2025-2026 Biennial Budget

(RECOMMENDED ACTION: Move to approve Ordinance No. 7023.)

RESOLUTIONS

- A. Resolution No. 5915 (Martinson)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Office of Public Defense to accept and expend grant funds for public defense improvement

(RECOMMENDED ACTION: Move to adopt Resolution No. 5915.)

- B. Resolution No. 5916 (Gaub)
A Resolution authorizing the Mayor to amend the Community Aviation Revitalization Board (CARB) Loan Agreement to the total amount of \$1,320,000.00 with the Washington State Department of Transportation for Project No. CP2518, Airport T-Hangar Upgrades

(RECOMMENDED ACTION: Move to adopt Resolution No. 5916.)

- C. Resolution No. 5918 (Martinson)
A Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Auburn and the Auburn Police Support Guild Non-Commissioned Unit for 2025–2027

(RECOMMENDED ACTION: Move to adopt Resolution No. 5918.)

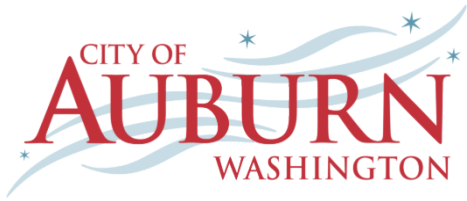
MAYOR AND COUNCILMEMBER REPORTS

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

- A. From the Council
- B. From the Mayor

ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Astound Broadband, LLC Franchise Agreement No. FRN24-0004 (Gaub)
City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN24-0004 for Astound Broadband, LLC, for a Wireline Telecommunication Franchise

Meeting Date:

July 6, 2026

Department:

Public Works

Attachments:

Draft Ordinance No. 7024

Budget Impact:**Administrative Recommendation:**

City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN24-0004 for Astound Broadband, LLC, for a Wireline Telecommunications Franchise.

Background for Motion:**Background Summary:**

Section 20.04.040 of the Auburn City Code requires the City to hold a Public Hearing before granting or denying a Franchise Agreement. Franchise Agreement No. FRN24-0004 for Astound Broadband, LLC, will allow Astound to continue to operate their existing fiber optic telecommunications facilities within the City's public way.

The date of the Public Hearing was set by consent on June 15, 2026.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

ORDINANCE NO. 7024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO ASTOUND BROADBAND, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELINE TELECOMMUNICATIONS.

WHEREAS, Astound Broadband, LLC, a Washington limited liability company (“Franchisee”) holds an existing Franchise which has recently expired, and has applied for a new non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City of Auburn (“City”), expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those public ways; and

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

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

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

Section 1. Definitions

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

- A. “ACC” means the Auburn City Code.

- B. “Franchise” means this agreement approved by Ordinance No. 7024 of the City which authorizes Franchisee Facilities and the providing of Franchisee Services in the Franchise Area.

- C. “Franchisee’s Facilities” means fiber optic and broad band communications services infrastructure and equipment constructed and operated within the public ways including all cables, wires, conduits, ducts, pedestals, and

any associated converter equipment or other items necessary for Telecommunications Services as defined in RCW 35.99.010(7), that are located in the Franchise Area.

Franchisee's Facilities do not include facilities used to provide wireless services, including antennas or other equipment, appliances, attachments and appurtenances associated with wireless telecommunications facilities. Franchisee's facilities do not include small wireless facilities, microcell, minor facility, or small cell facilities, as defined in RCW 80.36.375. Franchisee's facilities do not include any facilities that are not located within the Franchise Area or that are covered under a separate franchise agreement or agreement.

D. "Franchisee's Services" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Franchisee using its Facilities, including, but not limited to, the transmission of voice, data or other electronic information, or other subsequently developed technology that carries a signal over fiber optic cable. Franchisee's Services may also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Franchisee's Services will not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Franchise, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area, located within the incorporated area of the City. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

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

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

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including franchise agreements, impacting the

Franchise Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

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

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

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

H. Upon written request, the Franchisee shall provide the City with contact information for any user of the Franchisee's Facilities that has authority to physically operate, control, or access Franchisee's Facilities. Franchisee acknowledges that the City may determine if Franchisee's client, lessee, sub-lessee, customer, or other entity is required to obtain a franchise agreement with the City

Section 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the receiving party. Any communication made by e-mail or similar method will not constitute notice pursuant to this Franchise.

City: Right-of-Way Specialist,
Public Works Department - Transportation
City of Auburn

25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010
Email Address: rowusepermit@auburnwa.gov

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

Franchisee: Astound Broadband, LLC
Attn: Jared Sonne, GM/SVP
4786 1st Ave S
Seattle, WA 98134
Telephone: (888) 317-0488

with a copy to: Astound Broadband, LLC
Attn: Legal Dept.
650 College Road East, Suite 3100
Princeton, NJ 08540
Email Address: legal@astound.com

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

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (888) 317-0488.

Section 4. Term of Franchise

A. This Franchise shall run for a period of fifteen (15) years, from the date of Franchise Acceptance as described in Section 5 of this Franchise.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) days in advance of intent to cancel this Franchise.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 16, (3) the financial security specified in Section 17, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise, which such date the City shall note and provide written notice of to Franchisee.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 28 of this Franchise, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

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

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

C. The City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee as provided for in Chapter 35.99 RCW.

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

E. Tree Trimming. Upon prior written approval of the City the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within 24 hours, the City may, at its sole discretion, remove such debris and charge the Franchisee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of

providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

Section 7. Trench Repair for Street Restorations

A. At any time during the term of this Franchise, if a Franchisee Facility or Franchisee’s work, whether in progress or completed, within the Franchise Area causes a street to crack, settle, or otherwise fail, the City will notify Franchisee of the deficiency and Franchisee agrees to restore the deficiency and repair the damage within thirty (30) days of written notice by the City, or such other timeframe as determined by the City.

B. For purposes of the Section, “street” shall mean all City owned improvements within a public way, including, but not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, and traffic control devices.

Section 8. Repair and Emergency Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee’s emergency contact phone number for corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City’s actual cost of performing emergency response work.

Section 9. Damages to City and Third-Party Property

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

Section 10. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

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

Section 11. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 15, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

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

Section 12. Abandonment and/or Removal of Franchisee Facilities

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

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

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

Section 13. Undergrounding

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

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Franchisee will underground the Franchisee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Where other utilities are present and involved in the undergrounding project, Franchisee will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's Facilities. Common costs will include necessary costs for common trenching and utility vaults. Fair share will be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Franchisee Information

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

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City.

Section 15. Indemnification and Hold Harmless

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

However, should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Franchise.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, public way, or other property, except to the extent any such damage or loss is directly caused by the willful act or omission or negligence of the City, or its agent performing such work.

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 15(A), the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

Section 16. Insurance

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

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

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

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 if the Franchise is considered a master permit as defined by RCW 35.99.010, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

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

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General

Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

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

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

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

3. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

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

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

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

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

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Franchise. The

Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

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

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within five business days of their receipt of such notice.

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

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

L. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to prior approval by the City, which such approval shall not be unreasonably conditioned, delayed, or withheld. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following:

1. Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 16 Franchisee proposes to self-insure. This letter must include a description of Franchisee's self-insurance program a certificate and/or letter of coverage that outlines coverage, limits, and deductibles.

2. Franchisee's self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted

Accounting Principles (GAAP) and adhere to accounting standards promulgated by: Governmental Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), and the Washington State Auditor's annual instructions for financial reporting.

3. Franchisees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The City of Auburn need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

4. Franchisee shall provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available. If such financial statements are identified by the Franchisee as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at the Franchisee's local office in Seattle, Washington. If Franchisee no longer has a local office in Seattle, Washington, then Franchisee will make such financial statements available for the City's inspection at an alternate location within a 25-mile radius of the City of Auburn.

5. Franchisee or its parent company shall be responsible for all payments within the self-insured retention.

6. Franchisee assumes all defense and indemnity obligations as outlined in Section 15.

7. Franchisee shall provide a summary of coverages and a letter of self-insurance, evidencing continued coverage under Franchisee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance shall be provided on the anniversary of the effective date of this Agreement.

Section 17. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or

abandonment of facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 20 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 18. Successors and Assignees

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

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

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

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

Section 19. Dispute Resolution

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

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any such action will be entitled to its attorneys' fees and costs.

Section 20. Enforcement and Remedies

A. If the Franchisee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this Franchise, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 17 for every day after the expiration of the cure period that the breach is not cured.

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

Section 21. Compliance with Laws and Regulations

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

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

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

Section 22. License, Tax and Other Charges

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

Section 23. Consequential Damages Limitation

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

Section 24. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect.

Section 25. Titles

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

Section 26. Implementation

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

Section 27. Entire Franchise

This Franchise, as subject to the appropriate city, state, and federal laws, codes, and regulations, and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. All previous franchises between the parties pertaining to Franchisee's operation of its Facilities are hereby superseded.

Section 28. 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: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

Astound Broadband, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Franchisee Name: Astound Broadband, LLC

Address: _____

City, State, Zip: _____

By: _____

Signature

Date: _____

Name: _____

Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

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

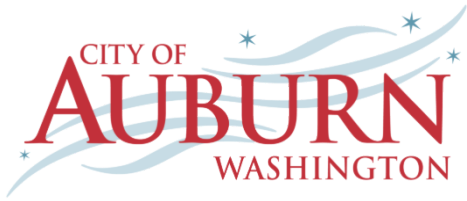
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

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

MY COMMISSION EXPIRES: _____

Ordinance No. 7024
Franchise Agreement No. FRN24-0004
April 29, 2026
Page 18 of 18



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the June 15, 2026, City Council Meeting

Meeting Date:

July 6, 2026

Department:

City Council

Attachments:

06-15-2026 Minutes

Budget Impact:

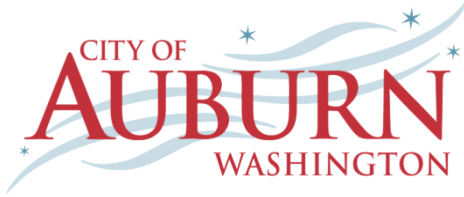
Administrative Recommendation:

Background for Motion:

Background Summary:

Councilmember:

Staff:



**City Council
Regular Meeting
June 15, 2026 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

Members of Girl Scout Troop No. 48530 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, Assistant Director of Public Works Jacob Sweeting, Director of Human Services and Risk Management Candis Martinson, and Deputy City Clerk Hannah Scholl.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Police Promotional Ceremony (Caillier)

Chief Caillier introduced Sergeant Brian Anderson, Officer Josh DeRoche, and Officer Derek Anderson.

Sergeant Brian Anderson was promoted to Commander, Officer Josh DeRoche was promoted to Sergeant, and Officer Derek Anderson was promoted to

Sergeant. All three recited the Police Office Oath of Honor.

Mayor Backus recessed the meeting for 5 minutes at 7:13 p.m. She reconvened the meeting at 7:18 p.m.

B. Juneteenth

Mayor Backus proclaimed June 19, 2026, as "Juneteenth" in the City of Auburn.

African American Affairs Commissioner, Joseph Todd, and Representative for the 47th District, Debra Entenman, accepted the proclamation. They both thanked Mayor and Council for their support.

C. America 250

Mayor Backus proclaimed July 4, 2026, as "America 250" day in the City of Auburn.

AGENDA MODIFICATIONS

The "America 250" proclamation and an Executive Session were added to the agenda and Resolution No. 5912 was removed from the agenda.

PUBLIC HEARINGS

- A. Public Hearing for 2027-2032 Transportation Improvement Program (Gaub)
City Council to hold a Public Hearing in consideration of the 2027-2032
Transportation Improvement Program

Mayor Backus opened the Public Hearing at 7:25 p.m.

No one came forward to speak.

Mayor Backus closed the Public Hearing at 7:26 p.m.

PUBLIC COMMENT

Monte Turner, Jeff Wright, Vicki Bates, Ken Blevens, Rocky Salvador, and Corr Ash provided comments.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

- A. Minutes from the May 18 and June 1, 2026, City Council Meetings
B. Minutes from the May 26 and June 8, 2026, Study Session Meetings

- C. Setting the date for a Public Hearing for Astound Broadband, LLC Franchise Agreement (Gaub)
- D. Payroll Vouchers (Thomas)
Payroll check numbers 539836 through 539842 in the amount of \$86,716.41, electronic deposit transmissions in the amount of \$3,309,486.34, for a grand total of \$3,396,202.75 for the period covering May 28, 2026, to June 15, 2026

Deputy Mayor 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. 7018 (Gaub)
An Ordinance granting to Lake Meridian Water District, a Washington Municipal Corporation, a Franchise for Water Facilities

Councilmember Baldwin moved and Councilmember Rakes seconded to approve Ordinance No. 7018.

MOTION CARRIED UNANIMOUSLY. 7-0

RESOLUTIONS

- A. Resolution No. 5894 (Davison)
A Resolution adopting the 2026 Community Development Block Grant Annual Action Plan for the Consolidated Plan Years 2025-2029

Councilmember Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5894.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5909 (Gaub)

A Resolution approving and adopting the 2027-2032 Transportation Improvement Program of the City of Auburn

Councilmember Rakes moved and Councilmember Amer seconded to adopt Resolution No. 5909.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5913 (Martinson)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Office of Public Defense to accept and expend grant funds for Public Defense Services

Councilmember Stirgus moved and Councilmember Taylor seconded to adopt Resolution No. 5913.

MOTION CARRIED UNANIMOUSLY. 7-0

EXECUTIVE SESSION

Mayor Backus adjourned into an Executive Session per RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency litigation or potential litigation to which the agency is or is likely to become a party, when public knowledge regarding the discussion is likely to result in adverse legal or financial consequence to the agency for 20 minutes at 7:52 p.m. Councilmembers, Mayor Backus, City Attorney Whalen, Director Gaub, and Assistant Director Sweeting were required to attend.

Mayor Backus extended the session at 8:13 p.m. for 20 minutes.

Mayor Backus extended the session at 8:33 p.m. for 15 minutes.

Mayor Backus extended the session at 8:48 p.m. for 10 minutes.

Mayor Backus extended the session at 8:58 p.m. for 5 minutes.

Mayor Backus reconvened the meeting at 9:06 p.m. No action was taken after the session.

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.

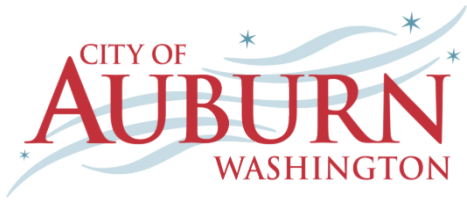
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:06 p.m.

APPROVED this 6th day of July 2026.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the June 22 and June 29, 2026, Study Session Meetings

Meeting Date:

July 6, 2026

Department:

City Council

Attachments:

06-22-2026 Minutes, 06-29-2026
Minutes

Budget Impact:

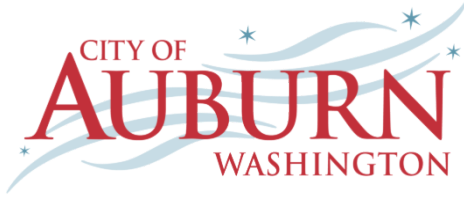
Administrative Recommendation:

Background for Motion:

Background Summary:

Councilmember:

Staff:



**City Council
Study Session
Community Wellness SFA
June 22, 2026 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

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

The following staff members present included: Deputy City Attorney Paul Byrne, Assistant Chief of Police Samuel Betz, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Community Development Jason Krum, Right-of-Way Specialist Amber Olds, and Deputy City Clerk Hannah Scholl.

AGENDA MODIFICATIONS

Ordinance No. 7024 (Item B) under Agenda Items for Council Discussion, went before Ordinance No. 7020 (Item A).

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

AGENDA ITEMS FOR COUNCIL DISCUSSION

- A. Ordinance No. 7020 (Krum) (20 Minutes)
An Ordinance relating to Nonconforming Structures, Land, and Uses Regulations amending Sections 18.54.050, 18.54.060, 18.54.070, 18.54.080, and 18.70.020 of the Auburn City Code

Director Krum provided Council with an overview of Ordinance No. 7020, including definitions, standards, proposed Code changes, discussions with the

Auburn Planning Commission, and next steps.

Council discussed zoning definitions, building improvements, Discontinued Use Reestablishment conditions, International Building Codes, and residential uses.

B. Ordinance No. 7024 (Gaub) (5 Minutes)

An Ordinance granting to Astound Broadband, LLC, a Washington Limited Liability Company, a Franchise for Wireline Telecommunications

Right-of-Way Specialist Olds provided Council with an overview of Ordinance No. 7024, including an overview of the company, prior Franchise Agreement, terms of the agreement, and next steps.

COUNCIL REPORTS

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

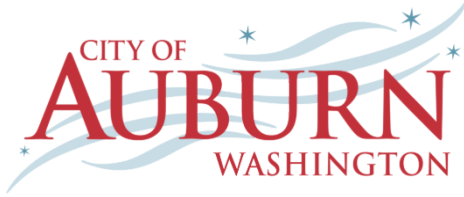
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:58 p.m.

APPROVED this 6th day of July 2026.

TRACY TAYLOR, DEPUTY MAYOR

Hannah Scholl, Deputy City Clerk



**City Council
Study Session
June 29, 2026 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Kate Baldwin, Lisa Stirgus, Brian Lott, and Cheryl Rakes. Councilmember Clinton Taylor arrived at 5:31 p.m.

The following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Samuel Betz, Director of Finance Jamie Thomas, Director of Human Resources and Risk Management Candis Martinson, Assistant Director of Human Resources and Risk Management, and City Clerk Shawn Campbell.

AGENDA MODIFICATIONS

A Closed Session was added to the agenda.

CLOSED SESSION

Deputy Mayor Taylor adjourned into a Closed Session per RCW 42.30.140(4)(b) for a discussion on a Collective Bargaining Agreement for 20 minutes at 5:13 p.m. Mayor Backus, Councilmembers, City Attorney Whalen, Director Martinson, Assistant Director Barber, and Attorney John Henry from Summit Law Group were required to attend. There was no action after the Closed Session.

Deputy Mayor Taylor extended the Closed Session at 5:33 p.m. by 20 minutes.

Deputy Mayor Taylor reconvened the meeting at 5:53 p.m.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

- A. 2026 Quarter 1 Financial Report (Thomas) (20 Minutes)

Director Thomas provided Council with a presentation on the 2026 Quarter 1 Financial Report, including the General Fund Revenue overview, tax revenue funds, licenses and permits revenues, intergovernmental revenue, revenue for charges for services, fines and penalties, interest and investment earnings, General Fund expenditures, ARPA Update, and bad Real Estate Excise Tax funds.

Council discussed ARPA funding categories, utility taxes, and property taxes.

AGENDA ITEMS FOR COUNCIL DISCUSSION

- A. Ordinance No. 7023 Budget Amendment #5 (Thomas) (20 Minutes)
An Ordinance amending the City’s 2025-2026 Biennial Budget

Director Thomas provided an overview of Ordinance No. 7023, including programs with revenue adjustments, new programs, and one 2025 carry forward.

Council discussed Clean Building Performance Standards funds.

COUNCIL REPORTS

Deputy Mayor Tracy Taylor and Councilmember Baldwin provided reports.

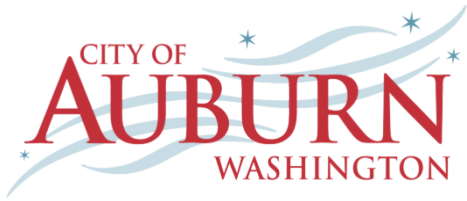
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:27 p.m.

APPROVED this 6th day of July 2026.

TRACY TAYLOR, DEPUTY MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)
Payroll check numbers 539843 through 539847 in the amount of \$810,639.30, electronic deposit transmissions in the amount of \$3,163,913.37, for a grand total of \$3,974,552.67 for the period covering June 11, 2026, to July 1, 2026

Meeting Date:

July 6, 2026

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

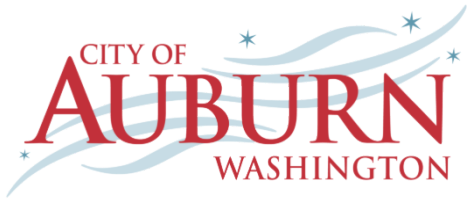
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539843 through 539847 in the amount of \$810,639.30, electronic deposit transmissions in the amount of \$3,163,913.37, for a grand total of \$3,974,552.67 for the period covering June 11, 2026, to July 1, 2026.

Councilmember: Hanan Amer

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Award Public Works Project No. CP2518 (Gaub)

Meeting Date:

July 6, 2026

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

Department:

Public Works

Attachments:

Bid Tabulation Summary, Vicinity
Map

Budget Impact:

\$555,000

Administrative Recommendation:

City Council to authorize award and execution of Contract No. 26-12, to General Mechanical, Inc. on their total low bid of \$2,336,500.00 plus Washington State sales tax of \$245,332.50 for a total contract price of \$2,581,832.50 for Project No. CP2518, Airport T-Hangar Upgrades.

Background for Motion:**Background Summary:**

Per Auburn City Code 3.10, the City Council has the authority to award and execute construction contracts that are not within the City's adopted budget. Typically, construction contracts are within the City's adopted budget and are awarded by the Mayor, or designee. The construction contract for this project is partially funded by grant and loan funds that are not included in the City's current adopted budget. Grant funding through the Federal Aviation Administration (FAA) typically occurs following the receipt of contractor bid proposals and therefore is not included in the current adopted budget. In addition, the Commercial Aviation Revitalization Board (CARB) Loan has been increased by 10% in accordance with their policies, see Resolution 5916. The additional grant and loan funds will be included in Budget Amendment No. 6, anticipated later this year. Contract award and execution needs to occur ahead of the budget amendment to remain compliant with contract terms and to avoid contractor delays or potential re-bidding that could cause the City to incur additional costs and delay the project construction and completion.

The City received four (4) responsive bids, and the low bid was approximately 37% below the engineer's estimate, including both the base bid and the additive bid. Staff has performed reference checks and other verifications to determine that General Mechanical, Inc. meets the responsible bidding criteria and recommends award.

The current wait time for enclosed hangar space at the airport is estimated at 15 years. To address a portion of this demand and increase revenue at the airport, this project will install interior partition walls and exterior sliding doors on existing open hangar row F, and as an additive bid for hangar row E, creating 34 enclosed hangars.

Construction of this project is anticipated to start in Quarter 3 of 2026 and be completed in Quarter 1 of 2027.

Awarding the additive bid for Hangar "E" will benefit the Airport by creating additional enclosed hangars to address demand. To fund the additive bid, an additional \$120,000.00 in CARB Loan within the 465 (Airport) Fund will be added with Budget Amendment #6. In addition, Budget Amendment #6 will include \$435,000 for the recently awarded FAA Grants.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

Bid Tabulation - Bid Totals Summary

Project: CP2518, Airport T-Hangar Upgrades , 26-12

Prepared By: City of Auburn

Bid Date: June 4, 2026

	W/O Tax	Inc. Tax
ENGINEER'S ESTIMATE:	\$3,718,795.00	\$4,109,268.48
AVERAGE BID AMOUNT:	\$2,836,019.00	\$3,133,801.00

		Basic BID Amount	Total BID Amount	Total BID Spread \$	Total BID Spread %
LOW BIDDER:	General Mechanical, Inc.	\$2,336,500.00	\$2,581,832.50	-\$1,527,435.98	-37.17%
Second Bidder:	Good News Group, Inc.	\$2,703,500.00	\$2,987,367.50	-\$1,121,900.98	-27.30%

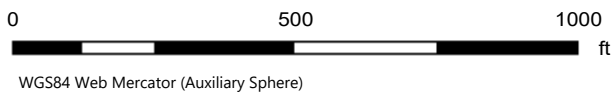
	Basic BID (Tax not included)	Total BID (Including tax)
1. General Mechanical, Inc.	\$2,336,500.00	\$2,581,832.50
2. Good News Group, Inc.	\$2,703,500.00	\$2,987,367.50
3. CDK Construction Services, Inc.	\$3,091,005.00	\$3,415,560.53
4. Lincoln Construction, Inc.	\$3,213,071.00	\$3,550,443.46
5. ATK Construction, Inc.		Non-Responsive
6. Schuchart Corporation		Non-Responsive

NOTE: An evaluation of whether a bidder is responsible or non-responsible was only made for the low bidder. This does not indicate, one way or the other, how other bidders would be considered if they were the low bidder.

Vicinity Map



Hangar Rows E & F
Enclose "open"
hangar by installing
interior walls and
manual sliding doors.

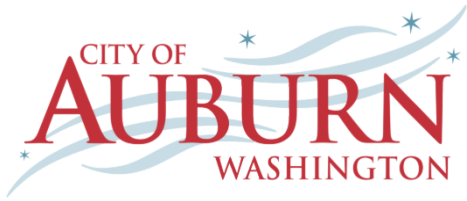


WGS84 Web Mercator (Auxiliary Sphere)

1: 6009



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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 7020 (Krum)
An Ordinance relating to Nonconforming Structures, Land, and Uses
Regulations Amending Sections 18.54.050, 18.54.060, 18.54.070,
18.54.080, and 18.70.020 of the Auburn City Code

Meeting Date:

July 6, 2026

(RECOMMENDED ACTION: Move to approve Ordinance No. 7020.)

Department:

Community Development

Attachments:

Ordinance No. 7020, Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 7020.

Background for Motion:

The proposed amendments to the Nonconforming Code will reduce unintended hardships on property owners and businesses while maintaining the City's long-term vision and consistency with the Comprehensive Plan.

Background Summary:

The proposed amendments to Chapter 18.54 "Nonconforming Structures, Land, and Uses" and Section ACC 18.70.020 "Special Exceptions" of the Auburn City Code are to provide greater flexibility in the continuation and maintenance of legally established nonconforming structures, land, and uses to reduce unintended hardships on property owners and businesses while maintaining the City's long-term vision and consistency with the Comprehensive Plan.

During the last Periodic Comprehensive Plan update, completed at the end of 2024, the City made major adjustments or changes to the Zoning Ordinance (Title 18) and the Zoning Map. These changes were completed such that the Zoning Ordinance and Zoning Map would be consistent with changes to the City's Comprehensive Plan and Comprehensive Land Use Map. Also, since 2024 the City has also updated the Downtown Subarea Plan and all zones within the downtown subarea. Lastly, recent State legislation, such as House Bill (HB) 1491 related to Transit Oriented Development within "station areas", will further result in changes to the Zoning Ordinance and Zoning Map.

Nonconforming structures, land, and uses are governed by the development regulations contained in Chapter 18.54 of the Auburn City Code. The purpose of this Chapter is to allow for the continuance and maintenance of legally established nonconforming structures, land, and uses. A nonconforming use is one that when originally established complied with the categories of uses established, development standards, and other applicable regulations at the time but no longer conforms. A legally

established nonconforming structure, land, or use means it was legal or lawful when it was established. A structure, land, and use may become nonconforming when either it becomes prohibited (i.e. is no longer allowed), the applicable development standards change, or the zoning district of which it resides changes.

The proposed amendments to Chapter 18.54 ACC were transmitted to the Washington State Department of Commerce for agency review on February 6, 2026. No comments were received. The Planning Commission reviewed the proposed Code update at a public meeting on May 5, 2026. A State Environmental Policy Act (SEPA) Non-Project Action Determination of Non-Significance (DNS) was issued on March 4, 2026. The appeal period expired on March 18, 2026. No appeals were received. The Planning Commission held a Public Hearing on June 2, 2026, and provided a recommendation to City Council.

Staff presented the proposed changes to City Council at Study Session on June 22, 2026.

Councilmember: Tracy Taylor

Staff: Jason Krum

ORDINANCE NO. 7020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO NONCONFORMING STRUCTURES, LAND, AND USES REGULATIONS AMENDING SECTIONS 18.54.050, 18.54.060, 18.54.070, 18.54.080, AND 18.70.020 OF THE AUBURN CITY CODE

WHEREAS, nonconforming structures, land, and uses are governed by the development regulations contained in Chapter 18.54 of the Auburn City Code (ACC), which purpose is to allow for the continuance and maintenance of legally established nonconforming structures, land, and uses; and

WHEREAS, legally established nonconforming structures, land, or uses exist when the structure, land, or use conformed to the regulations and laws in existence at the time of the initial project action but no longer conform because of amendments over time to regulatory authority; and

WHEREAS, ACC section 18.70.020(A)(3) allows the Hearing Examiner, after a public hearing, to authorize five specific deviations from development regulations known as “special exceptions,” one of which is an expansion of a legal nonconforming use or structure; and

WHEREAS, ACC 18.68.030(B) allows for a “Zoning Text Amendment” or change to the text of Title 18 ACC if an application is submitted and processed as a legislative nonproject decision, consistent with ACC 14.03.060 and other public notice provisions of Title 14 ACC; and

WHEREAS, during the last Periodic Comprehensive Plan update, completed at the end of 2024, the City made major amendments to Title 18 (“Zoning”) and the Zoning

Map (ACC 18.02.080) to be consistent with changes to the City’s Comprehensive Plan and Comprehensive Land Use Map; and

WHEREAS, the intent of these text amendments is to provide greater flexibility in the continuation and maintenance of legally established nonconforming structures, land, and uses to reduce unintended hardships on property owners and businesses while maintaining the City’s long-term vision and consistency with the Comprehensive Plan; and

WHEREAS, under Chapter 36.70A of the Revised Code of Washington (RCW), the proposed text amendments were transmitted to the Washington State Department of Commerce on February 6, 2026, which commenced a 60-day notice period that ended on April 7, 2026, during which no comments were received; and

WHEREAS, a State Environmental Policy Act (SEPA) Non-Project Action Determination of Non-Significance (DNS) was issued on March 4, 2026, which appeal period expired on March 18, 2026, with no appeals received; and

WHEREAS, the Planning Commission held a public hearing on June 2, 2026, and, following public testimony and deliberation, voted to recommend these text amendments to City Council for adoption.

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

Section 1. Amendment to City Code. Sections 18.54.050, 18.54.060, 18.54.070, 18.54.080, and 18.70.020 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: _____

Ordinance No. 7020 - Exhibit A

Chapter 18.54

NONCONFORMING STRUCTURES, LAND AND USES

Sections:

18.54.010	Intent.
18.54.020	Continuance of nonconforming structures and uses.
18.54.030	Use of nonconforming land.
18.54.040	Nonconforming signs.
18.54.050	Changes of use, tenancy, ownership or management.
18.54.060	Maintenance, damage repairs and restorations, additions, enlargements, moving or relocation of nonconforming structures, and residential structures.
18.54.070	Abatement of nonconforming structures and uses.
18.54.080	Amortization and abatement of outdoor storage.

18.54.010 Intent.

Amendments over time to regulatory authority provided within this title may result in structures, land and uses which no longer conform with the provisions set forth for the district in which they are situated. Therefore it is the intent of this chapter to allow for the continuance and maintenance of legally established nonconforming uses subject to standards and provisions prescribed within this chapter. (Ord. 4229 § 2, 1987.)

18.54.020 Continuance of nonconforming structures and uses.

Any nonconforming structure or use lawfully existing on the effective date of this title, or any subsequent amendments to this title, may be continued and maintained in conformance with provisions of this chapter, provided no enlargement of area, space or volume occupied by the nonconforming use occurs. Any nonconforming structure authorized by a valid building permit prior to the effective date of the ordinance codified in this title, or any subsequent amendments to this title, may be completed and used in accordance with the plans, specifications and

regulations under which such permit was issued. Expiration of authorized permits will result in a loss of vested right for construction and use of such structure. (Ord. 4229 § 2, 1987.)

18.54.030 Use of nonconforming land.

If any parcel of land with a minimum lot size or lot dimension which is less than that prescribed for by the district in which such parcel is located, was subdivided into lots according to a plat of record on or before the effective date of the ordinance codified in this title, or any subsequent amendments to this title, then the fact that the parcel of land does not meet the minimum lot size or lot dimension requirements as set forth in this title shall not prohibit the property from being utilized; provided, that all other regulations prescribed for that district by this title are complied with, except as provided for in Chapter [18.31](#) ACC. (Ord. 4229 § 2, 1987.)

18.54.040 Nonconforming signs.

Nonconforming signs shall be subject to provisions of Chapter [18.56](#) ACC. (Ord. 4229 § 2, 1987.)

18.54.050 Changes of use, tenancy, ownership or management.

Changes of use, tenancy, ownership or management may occur to any existing legally established and continued nonconforming use under one or more of the following circumstances:

A. Any part of a structure occupied by an existing legally established and continued nonconforming use may be changed to a use which, in the opinion of the ~~planning~~ [Community Development](#) Director ~~or designee~~, is of the same or of a more restrictive nature. When the use of a nonconforming structure is hereafter changed to a more restrictive use, the structure shall not thereafter be used for a less restrictive use.

B. There may be a change of tenancy, ownership or management of any existing legally established and continued nonconforming use provided there is no change in the nature or

character of such nonconforming use except as authorized within this chapter. (Ord. 4229 § 2, 1987.)

18.54.060 Maintenance, damage repairs and restorations, additions, enlargements, moving or relocation of nonconforming structures, and residential structures.

- A. Ordinary maintenance of a nonconforming structure which includes minor interior and exterior repairs and incidental alterations is permitted. Minor maintenance and repair may include, but is not limited to, painting, roof repair and replacement, plumbing, wiring, mechanical equipment replacement, and weatherization. Incidental alterations may include construction of nonbearing walls or partitions.
- B. No structural alterations, as defined by the [Uniform-International Building Codes](#), shall be made except as required by law or ordinance; provided, that the cost of such work shall not exceed 50 percent of the assessed valuation of such structure as established by the most current county assessor's tax roll.
- C. A nonconforming structure having been damaged or partially destroyed to an extent not exceeding 50 percent of the assessed valuation of such structure as established by the most current county assessor's tax roll, may be restored to its original condition, as authorized by the [City's building official](#), and its immediately preceding or existing use at the time of partial destruction may be continued or resumed. Restoration shall begin within one year and be completed within two years of the date of partial destruction. If restoration is not started within one year, then the reuse and occupancy of the structure shall conform to all the regulations of the district in which the use is located.
- D. Structures or lands which are nonconforming as to use regulations shall not be enlarged or intensified in any manner unless the enlargement within such structures or lands conforms to all regulations of the district in which it is located, [except for expansion permitted under ACC 18.54.060\(H\). A nonconforming use, within a nonconforming structure, shall not expand into any portion of the nonconforming structure.](#)

E. Structures which are nonconforming as to percentage of site coverage, setbacks, building height or density shall not be enlarged unless such enlargement conforms to the regulations of the district in which it is located.

F. Nonconforming residential structures are allowed to provide maintenance, alterations and additions which may exceed the requirements of this chapter; provided the total number of dwelling units does not increase and all other development standards of the district are complied with.

G. This chapter shall not prevent the following provided the total value of the improvements, ~~over the lifetime of the nonconforming use within five years of the date of permit issuance~~, does not exceed 50 percent of the assessed value of the nonconforming use as established by the most current county assessor's tax roll, ~~except for the following items: ; and, the nonconforming use or structure is not expanded except as allowed by subsection H of this section; provided further, that any replacement of a nonconforming structure, or parts thereof, must comply with the appropriate development standards unless a special exception is granted pursuant to ACC 18.70.020:~~

1. Strengthening or restoring to a safe condition any nonconforming structure or part thereof which is declared to be unsafe or a hazard to the public by the order of ~~the Community Development Director or designee a city official charged with protecting the public safety;~~
2. Lessening a hazardous situation, nuisance or other adverse environmental impact;
3. Bringing the structure or use into more conformance with this title;
4. Adapting the structure to new technologies or equipment; ~~or~~
5. Improvements which do not increase the intensity of the nonconforming use.

~~H. Any replacement of a nonconforming structure, or parts thereof, must comply with the appropriate development standards unless a special exception is granted pursuant to ACC 18.70.020.~~

~~I. A nonresidential structure or use which becomes a legal nonconforming structure or use after the effective date of the ordinance codified in this title may~~ ~~may expand the existing use or structure subject to the requirements of this chapter.~~ ~~be permitted by means of a special~~

~~exception~~A legal nonconforming structure or use may be expanded administratively up to 10% by the [Community Development Director or designee](#). Expansions of a legal nonconforming structure or use by more than 10%, not to exceed 25%, may be permitted by means of a special ~~exception~~ issued by the hearing examiner pursuant to ACC [18.70.020](#) ~~to expand the existing use or structure up to 25 percent of the use or structure existing at the time of the adoption of the ordinance codified in this title~~; provided further, that the addition otherwise meets the standards of this title and other requirements of the [City](#).

This section does not allow the expansion of a use or structure which would be inconsistent with a previously authorized administrative use permit, conditional use permit, special property use permit, contract rezone, or binding agreement between the [City](#) and the property owner.

This section also does not allow the expansion of any nonconforming hazardous material storage.

J. When a building or structure is moved to another location it must then be made to conform to the requirements of the district to which it is moved, unless specifically allowed elsewhere by this title.

K. Nonconforming ~~single-unit detached, middle housing, and apartments~~ [single-family residential homes](#) and their accessory structures may be replaced and the new structure shall either meet the development standards of the district in which the ~~home is dwelling unit(s) is or are~~ located or the new structure shall not be more nonconforming than the previous use. All other applicable building and fire code requirements must be complied with. (Ord. 6269 § 21, 2009; Ord. 5170 § 1, 1998; Ord. 4705 § 2, 1994; Ord. 4304 § 1(43), 1988; Ord. 4229 § 2, 1987.)

18.54.070 Abatement of nonconforming structures and uses.

Nonconforming structures and uses shall be abated if one or more of the following circumstances exist:

A. If a nonconforming use is discontinued and changed to a conforming use, any future use of the structure or land shall be in conformity to the regulations of the district in which structure or land is located.

~~B. If a nonconforming use or structure is discontinuedAny structure or portion of a nonresidential structure, or parcel of land occupied by a nonconforming use which or becomes vacant or unoccupied and remains unoccupied for a continuous period of 180 days more than three years, it shall not thereafter be reestablished or occupied except by a use which conforms to the use regulations of the district in which it is located, unless the Community Development Director or designee approves an extension pursuant to subsection C of this section. Failure to maintain compliance with the criteria set forth in subsection (C)(2) of this section during the period of vacancy or extension shall result in termination of the nonconforming status. Residential uses in commercial or industrial zones which are unoccupied for more than 180 days may be allowed to reoccupy if a special exception is issued pursuant to ACC 18.70.020;~~

~~C. The Community Development Director or designee may administratively authorize the extension of a discontinued nonconforming use or structure, up to two-years, in one-year increments, through a Type I decision, allowing the nonconforming use or structure to be re-established without requiring the nonconforming use or structure to conform with the use regulations of the zoning district in which the property is located, subject to the following criteria and conditions:~~

~~1. An applicant for an extension shall make a written request for the extension a minimum of 90 calendar days prior to expiration of the discontinued nonconforming use.~~

~~2. The Community Development Director or designee shall in consideration of granting an extension find:~~

~~a. The property has no open code enforcement violations; and~~

~~b. The property, including structures, landscaping, and amenities, is maintained so as to not appear degraded relative to the previous condition of the property nor detract from the surrounding neighborhood; and~~

~~c. The property owner has demonstrated a good faith effort to actively market the property for sale or lease at a competitive market rate for occupancy and reuse.~~

~~CD. If a nonconforming structure sustains damage or destruction which exceeds 50 percent of the current assessed valuation of the structure as established by the county assessor's office, rReconstruction of such damaged structure or reuse of occupancy shall conform to all regulations of the district in which it is located and it shall be treated as a new building. This~~

subsection shall not apply to single-~~unit detached, middle housing family dwellings, and apartments~~. (Ord. 5170 § 1, 1998; Ord. 4229 § 2, 1987.)

18.54.080 Amortization and abatement of outdoor storage.

All outdoor storage yards that do not comply with the landscape and screening requirements of Chapter [18.50](#) ACC which are located within an M-1 zone that are adjacent to a residential zone or are visible from a public street ~~shall, within three years of the adoption of this title and make any improvements included in ACC 18.54.060, shall~~ screen and landscape the outdoor storage pursuant to the requirements of Chapter [18.50](#) ACC, or the use shall be abated. (Ord. 6885 § 1 (Exh. A), 2022; Ord. 4229 § 2, 1987.)

18.70.020 Special exceptions.

A. Only the following special exceptions may be granted by the hearing examiner after a public hearing is held pursuant to ACC [18.70.040](#):

1. Platted lots within the same block and same zone, but separated by a public alley, may be used as a single building site for the purpose of calculating the number of dwelling units permitted in a structure to be erected on one side of the alley, subject to the following requirements:

- a. Each portion of the property shall abut a minimum of 100 feet upon the alley.
- b. The two portions of the property shall be directly opposite for a distance representing at least 50 percent of the width of the portion of the property not to be occupied by the proposed building.
- c. The portion of the property not occupied by the building shall not be sold, segregated or used for building purposes so long as the building remains on the portion of property on the opposite side of the alley.

~~2. Whenever there is a change from a residential use to a nonresidential use in an existing building a special exception may be issued to exclude the floor area within the building, that cannot be effectively utilized by the proposed use, from the off-street parking requirements.~~

~~3. A nonresidential structure or use which becomes a legal nonconforming structure or use after may expand the existing use or structure subject to the requirements of this chapter. the effective date of the ordinance codified in this title may be permitted, by means of a special exception, Expansions of a legal nonconforming structure or use by more than 10%, not to exceed 25%, may be permitted by means of a special exception to expand the existing use or structure up to 25 percent of the use or structure existing at the time of the adoption of this title; provided further, that the addition otherwise meets the standards of this title and other requirements of the City.~~

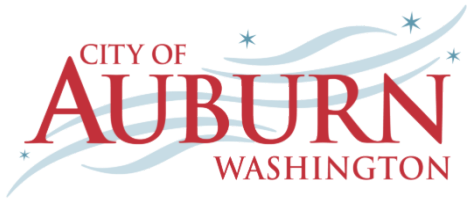
This section does not allow the expansion of a use or structure which would be inconsistent with a previously authorized administrative use permit, conditional use permit, special property use permit, contract rezone, or binding agreement between the City and

the property owner. This section also does not allow the expansion of any nonconforming hazardous material storage.

43. Pursuant to ACC [18.54.060\(G\)](#), a special exception may be issued for the replacement of a nonconforming structure or part thereof which does not comply with the appropriate development standards.

~~5. Pursuant to ACC [18.54.070\(B\)](#), a special exception may be issued for residential uses, in commercial or industrial zones, to reoccupy if unoccupied for longer than 180 days.~~

B. In considering applications for special exceptions, the hearing examiner shall consider the nature and condition of all adjacent uses and structures, and no such special exception shall be authorized by the hearing examiner unless the hearing examiner finds that the authorizing of such special exception will not be materially detrimental to the public welfare or injurious to property in the zone or vicinity in which the property is located, and that the authorization of such special exception will be consistent with the spirit and purpose of this title. In authorizing a special exception, the hearing examiner may impose such requirements and conditions with respect to location, installation, construction, maintenance and operation and extent of open spaces in addition to those expressly set forth in this title as may be deemed necessary for the protection of other properties in the zone or vicinity and the public interest. (Ord. 6269 § 24, 2009; Ord. 4840 § 1, 1996; Ord. 4229 § 2, 1987.)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 7023 (Thomas)
An Ordinance amending the City's 2025-2026 Biennial Budget

Meeting Date:

July 6, 2026

(RECOMMENDED ACTION: Move to approve Ordinance No. 7023.)

Department:

Finance

Attachments:

Ordinance No. 7023, Schedule
A, Schedule B

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 7023.

Background for Motion:

Ordinance No. 7023 represents the fifth budget amendment for the 2025-2026 biennium. This amendment consists of the creation of one new FTE position; adjustments to capital project budgets; recognition of new grant awards; new expenditures offset by new revenues, and limited requests for new budget authority.

Background Summary:

Ordinance No. 7023 represents the fifth budget amendment for the 2025-2026 biennium. This amendment consists of the creation of one new FTE position; adjustments to capital project budgets; recognition of new grant awards; new expenditures offset by new revenues, and limited requests for new budget authority.

Councilmember: Hanan Amer

Staff: Jamie Thomas

ORDINANCE NO. 7023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING THE CITY'S 2025-2026 BIENNIAL BUDGET

WHEREAS, at its November 18, 2024 regular meeting, the Auburn City Council enacted Ordinance No. 6848, which adopted the City's 2025-2026 Biennial budget (Budget); and

WHEREAS, the City Council has amended the Budget four times since adoption (by enacting Ordinance No. 6975 on May 19, 2025, Ordinance No. 6991 on August 4, 2025, Ordinance No. 7000 on November 17, 2025, and Ordinance No. 7017 on April 20, 2026); and

WHEREAS, the City deems it necessary to amend the Budget to appropriate additional funds into the various Budget funds outlined in the schedules attached to this Ordinance; and

WHEREAS, the City Council has approved this Ordinance by one more than its majority in accordance with RCW 35A.34.200.

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

Section 1. Amendment of the 2025-2026 Biennial Budget. Pursuant to RCW 35A.34, the City hereby amends its 2025-2026 Biennial Budget to reflect the revenues and expenditures shown on Schedules "A" and "B", attached hereto and incorporated herein by reference.

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: _____

Schedule A
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #7023)

	<u>Beg. Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
General Fund (#001)				
2026 Adopted Budget	33,158,530	106,950,907	114,023,485	26,085,952
Previous Budget Amendments	19,825,957	5,717,204	10,831,623	14,711,538
2026 Amended Budget	52,984,487	112,668,111	124,855,108	40,797,490
BA#5 (Ordinance #7023, Proposed):	-	277,468	456,053	(178,585)
Administration				
EMPG Grant Reduction	-	(2,596)	14,004	(16,600)
Human Resources				
Public Defense Cost Increase	-	-	195,000	(195,000)
Municipal Court				
Create 1 FTE - Judge	-	-	44,000	(44,000)
Community Development				
Housing Rep 2025 Contracts CF	-	-	16,167	(16,167)
Human Services				
CDBG26 Budget Correction	-	(45,051)	(45,051)	-
Police				
Bulletproof Grnt Trueup PD2508	-	3,240	3,240	-
Public Works				
Comcast Rmbt Req EM2502.RPEM1	-	1,893	1,893	-
Parks, Arts & Rec				
Cascade Bike Club Grant GR2604	-	191,800	191,800	-
Non-Departmental				
Replacement of all Aging Custodial Equipment	-	-	35,000	(35,000)
Xfer Sch Admn Fee - F124 to GF	-	128,182	-	128,182
Revised 2026 Budget - Fund 001	52,984,487	112,945,579	125,311,161	40,618,905

Schedule A
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #7023)

	<u>Beg. Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
General Transportation Fund (#102)				
2026 Adopted Budget	5,168,764	10,602,973	9,162,300	6,609,437
Previous Budget Amendments	10,123,802	25,656,238	35,290,859	489,181
2026 Amended Budget	15,292,566	36,259,211	44,453,159	7,098,618
BA#5 (Ordinance #7023, Proposed):	-	544,785	544,785	-
R/21st ST SE RAB Grant CP2308	-	220,800	220,800	-
Division/1st Add Grant CP2424	-	139,125	139,125	-
C St SW Prsrv Add Grant CP2425	-	161,000	161,000	-
Lake Tapps Parkway Lighting	-	23,860	23,860	-
Revised 2026 Budget - Fund 102	<u>15,292,566</u>	<u>36,803,996</u>	<u>44,997,944</u>	<u>7,098,618</u>
Cumulative Reserve Fund (#122)				
2026 Adopted Budget	33,171,351	80,000	825,600	32,425,751
Previous Budget Amendments	11,418,331	-	4,994,047	6,424,284
2026 Amended Budget	44,589,682	80,000	5,819,647	38,850,035
BA#5 (Ordinance #7023, Proposed):	-	284,043	-	284,043
Comcast Rmbt Req EM2502.RPEM1	-	284,043	-	284,043
Revised 2026 Budget - Fund 122	<u>44,589,682</u>	<u>364,043</u>	<u>5,819,647</u>	<u>39,134,078</u>
Mitigation Fees Fund (#124)				
2026 Adopted Budget	3,441,291	1,236,900	2,794,373	1,883,818
Previous Budget Amendments	10,152,901	-	8,493,669	1,659,232
2026 Amended Budget	13,594,192	1,236,900	11,288,042	3,543,050
BA#5 (Ordinance #7023, Proposed):	-	-	128,182	(128,182)
Xfer Sch Admn Fee - F124 to GF	-	-	128,182	(128,182)
Revised 2026 Budget - Fund 124	<u>13,594,192</u>	<u>1,236,900</u>	<u>11,416,224</u>	<u>3,414,868</u>

Schedule A
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #7023)

	<u>Beg. Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
Parks Construction Fund (#321)				
2026 Adopted Budget	490,199	711,300	685,000	516,499
Previous Budget Amendments	1,436,486	2,170,021	2,510,819	1,095,688
2026 Amended Budget	1,926,685	2,881,321	3,195,819	1,612,187
BA#5 (Ordinance #7023, Proposed):	-	2,120,000	2,120,000	-
King County CFT Grant for Soos Creek Gardens	-	2,120,000	2,120,000	-
Revised 2026 Budget - Fund 321	<u>1,926,685</u>	<u>5,001,321</u>	<u>5,315,819</u>	<u>1,612,187</u>
Capital Improvements Fund (#328)				
2026 Adopted Budget	1,561,564	13,270,500	13,250,000	1,582,064
Previous Budget Amendments	3,521,233	25,053,431	25,738,083	2,836,581
2026 Amended Budget	5,082,797	38,323,931	38,988,083	4,418,645
BA#5 (Ordinance #7023, Proposed):	-	995,100	995,100	-
CDBG26 Budget Correction	-	293,960	293,960	-
4Culture 2026 Anchor Comm Grnt	-	625,000	625,000	-
Lake Tapps Parkway Lighting	-	(23,860)	(23,860)	-
GSA Prop Dvwy/Util Prj CP2616	-	100,000	100,000	-
Revised 2026 Budget - Fund 328	<u>5,082,797</u>	<u>39,319,031</u>	<u>39,983,183</u>	<u>4,418,645</u>
Real Estate Excise Tax Fund (#331)				
2026 Adopted Budget	5,398,962	1,840,000	1,569,700	5,669,262
Previous Budget Amendments	11,667,581	-	5,567,136	6,100,445
2026 Amended Budget	17,066,543	1,840,000	7,136,836	11,769,707
BA#5 (Ordinance #7023, Proposed):	-	-	100,000	(100,000)
Lake Tapps Parkway Lighting	-	-	-	-
GSA Prop Dvwy/Util Prj CP2616	-	-	100,000	(100,000)
Revised 2026 Budget - Fund 331	<u>17,066,543</u>	<u>1,840,000</u>	<u>7,236,836</u>	<u>11,669,707</u>

Schedule A
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #7023)

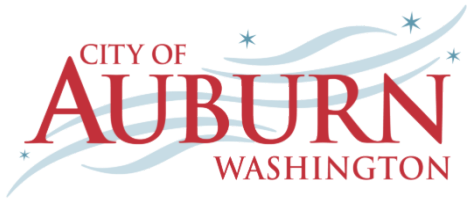
	<u>Beg. Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
Water Fund (#430)				
2026 Adopted Budget	3,381,662	22,200,250	23,286,921	2,294,991
Previous Budget Amendments	19,973,510	1,043,161	13,802,918	7,213,753
2026 Amended Budget	23,355,172	23,243,411	37,089,839	9,508,744
BA#5 (Ordinance #7023, Proposed):	-	-	7,500	(7,500)
Replacement of all Aging Custodial Equipment	-	-	7,500	(7,500)
Revised 2026 Budget - Fund 430	<u>23,355,172</u>	<u>23,243,411</u>	<u>37,097,339</u>	<u>9,501,244</u>
Sewer Fund (#431)				
2026 Adopted Budget	14,725,640	11,505,000	12,425,228	13,805,412
Previous Budget Amendments	20,310,452	284,043	13,847,841	6,746,654
2026 Amended Budget	35,036,092	11,789,043	26,273,069	20,552,066
BA#5 (Ordinance #7023, Proposed):	-	22,323	(108,457)	130,780
Replacement of all Aging Custodial Equipment	-	-	7,500	(7,500)
Dec. F431 2026 Excise Tax Exp	-	-	(400,000)	400,000
Comcast Rmbt Req EM2502.RPEM1	-	22,323	284,043	(261,720)
Revised 2026 Budget - Fund 431	<u>35,036,092</u>	<u>11,811,366</u>	<u>26,164,612</u>	<u>20,682,846</u>
Facilities Fund (#505)				
2026 Adopted Budget	398,740	4,932,800	4,947,759	383,781
Previous Budget Amendments	256,688	1,032,413	1,577,349	(288,248)
2026 Amended Budget	655,428	5,965,213	6,525,108	95,533
BA#5 (Ordinance #7023, Proposed):	-	68,904	68,904	-
Replacement of all Aging Custodial Equipment	-	50,000	50,000	-
Early Adopter of WA CBPS Funds	-	18,904	18,904	-
Revised 2026 Budget - Fund 505	<u>655,428</u>	<u>6,034,117</u>	<u>6,594,012</u>	<u>95,533</u>

Schedule A
Summary of 2026 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #7023)

	<u>Beg. Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
Grand Total - All Funds				
2026 Adopted Budget	141,526,173	280,938,953	289,766,103	132,699,023
Previous Budget Amendments	136,322,900	68,027,783	149,079,946	55,270,737
2026 Amended Budget	277,849,073	348,966,736	438,846,049	187,969,760
Total BA#5 (Ordinance #7023, Proposed):	-	4,312,623	4,312,067	556
Revised 2026 Budget	277,849,073	353,279,359	443,158,116	187,970,316
		631,128,432		631,128,432

Schedule B
2026 Ending Fund Balance/Working Capital
by Fund

Fund	2026	2026	BA#5	BA#5	BA Net Change Fund Balance	Revised Ending Balance
	Amended Beginning Balance	Amended Ending Balance	(ORD #7023) Revenues	(ORD #7023) Expenditures		
General Fund (#001)	52,984,487	40,797,490	277,468	456,053	(178,585)	40,618,905
General Transportation Fund (#102)	15,292,566	7,098,618	544,785	544,785	-	7,098,618
Hotel/Motel Tax Fund (#104)	385,943	369,343	-	-	-	369,343
Arterial Street Preservation Fund (#105)	6,864,676	4,868,565	-	-	-	4,868,565
Drug Forfeiture Fund (#117)	823,586	678,800	-	-	-	678,800
Recreation Trails Fund (#120)	63,629	71,129	-	-	-	71,129
Cumulative Reserve Fund (#122)	44,589,682	38,850,035	284,043	-	284,043	39,134,078
Mitigation Fees Fund (#124)	13,594,192	3,543,050	-	128,182	(128,182)	3,414,868
2020 LTGO A&B Refunding Bonds Fund (#232)	498,405	498,505	-	-	-	498,505
SCORE Debt Service Fund (#238)	-	-	-	-	-	-
LID Guarantee Fund (#249)	-	-	-	-	-	-
Golf/Cemetery 2016 Refunding Fund (#276)	-	-	-	-	-	-
Parks Construction Fund (#321)	1,926,685	1,612,187	2,120,000	2,120,000	-	1,612,187
Capital Improvements Fund (#328)	5,082,797	4,418,645	995,100	995,100	-	4,418,645
Local Revitalization Fund (#330)	353,125	44,437	-	-	-	44,437
Real Estate Excise Tax Fund (#331)	17,066,543	11,769,707	-	100,000	(100,000)	11,669,707
Water Fund (#430)	23,355,172	9,508,744	-	7,500	(7,500)	9,501,244
Sewer Fund (#431)	35,036,092	20,552,066	22,323	(108,457)	130,780	20,682,846
Storm Drainage Fund (#432)	25,011,077	9,204,602	-	-	-	9,204,602
Sewer Metro Sub Fund (#433)	5,539,425	5,582,425	-	-	-	5,582,425
Solid Waste Fund (#434)	2,754,644	3,581,114	-	-	-	3,581,114
Airport Fund (#435)	2,656,713	1,234,519	-	-	-	1,234,519
Cemetery Fund (#436)	1,623,094	1,144,887	-	-	-	1,144,887
Insurance Fund (#501)	1,237,416	1,074,916	-	-	-	1,074,916
Workers' Comp Fund (#503)	3,659,144	3,824,044	-	-	-	3,824,044
Facilities Fund (#505)	655,428	95,533	68,904	68,904	-	95,533
Innovation & Technology Fund (#518)	2,970,040	3,348,087	-	-	-	3,348,087
Equipment Rental Fund (#550)	9,221,655	9,536,795	-	-	-	9,536,795
Fire Pension Fund (#611)	1,870,815	1,839,475	-	-	-	1,839,475
Cemetery Endowment Fund (#701)	2,732,042	2,822,042	-	-	-	2,822,042



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5915 (Martinson)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Office of Public Defense to accept and expend grant funds for public defense improvement

Meeting Date:

July 6, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5915.)

Department:

Human Resources and Risk Management

Attachments:

Resolution No. 5915, Exhibit A
COPY - NOT FOR SIGNATURE

Budget Impact:

\$50,000.00

Administrative Recommendation:

City Council to adopt Resolution No. 5915.

Background for Motion:

Resolution No. 5915 would allow the City to accept \$50,000.00 in grant funding from the Washington State Office of Public Defense for the purpose of improving Public Defense Services.

Background Summary:

The City of Auburn Human Resources Department is the recipient of a \$50,000.00 grant from the Washington State Office of Public Defense. The Washington State Office of Public Defense has made additional grant funding available to local jurisdictions to enhance the quality and effectiveness of public defense services in accordance with Chapter 10.101 RCW. The grant award is specific to public defense counsel and can be utilized to offset costs associated with onboarding additional public defenders to reduce public defense caseloads per the Washington State Supreme Court Standards. The expenditures of these grant funds are intended for public defense improvements and new expenses occurring July 2026 through June 2027.

Councilmember: Tracy Taylor

Staff: Candis Martinson

RESOLUTION NO. 5915

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND THE OFFICE OF PUBLIC DEFENSE TO ACCEPT AND EXPEND GRANT FUNDS FOR PUBLIC DEFENSE IMPROVEMENT

WHEREAS, Chapter 10.101 RCW city grants are competitive services in Washington municipalities; and

WHEREAS, the Washington State Office of Public Defense has made additional grant funds available to local jurisdictions to enhance the quality and effectiveness of public defense services; and

WHEREAS, the City of Auburn is committed to maintaining constitutionally adequate public defense services and strengthening the administration, oversight, and delivery of those services; and

WHEREAS, the expenditures of these grant funds are intended for public defense improvements and new expenses occurring in calendar years 2026 through June 2027; and

WHEREAS, acceptance of this grant funding will advance the City's ongoing efforts to ensure fairness, efficiency and compliance with constitutional and statutory standards for public defense; and

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 of Auburn and the Office of Public Defense to accept grant funds and to expend such

funds. The Agreement will be in substantial conformity with the Agreement attached as Exhibit A.

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

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

Exhibit A

CONTRACT FACE SHEET	
1. Recipient City of Auburn 25 West Main Street Auburn, WA 98001	2. Recipient Representative Haley Chuculate hchuculate@auburnwa.gov (253) 931-3040
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Geoffrey Hulsey PDIP@opd.wa.gov (564) 999-6610
5. Distribution Amount \$50,000.00	6. Period of Use Wednesday, July 1, 2026 through Wednesday, June 30, 2027
7. Recipient Statewide Vendor Number: SWV0002069-00	8. Contract Identification Number: FY270159
9. Purpose Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities.	
10. Acknowledgment The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Contract and any attachments, exhibits and hyperlinked documents herein, and have executed this Contract on the date below. The rights and obligations of both parties are governed by this Contract and the other documents incorporated by reference.	
11. Authority The terms and conditions of this Contract are an integration of and constitute the final, entire, and exclusive understanding of the agreement between the parties, superseding and merging all previous agreements, writings, and communications between the parties made prior to or at the signing of this Contract. The parties signing below warrant they have read and understand this Contract and have authority to enter into this agreement.	

INTERAGENCY AGREEMENT

between

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

and

City of Auburn

CONTRACT NUMBER FY270159

1. PARTIES TO THE AGREEMENT

This Interagency Agreement (IAA) is made and entered into by and between the State of Washington acting by and through the Washington State Office of Public Defense, hereinafter referred to as "OPD," and City of Auburn, hereinafter referred to as "Contractor" or "Recipient". Collectively will be known as the "parties" and individually as the "party".

2. PURPOSE

Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities.

3. PERIOD OF USE

Subject to other provisions and the availability of state funding, the use of funds under this Contract will be from Wednesday, July 1, 2026 through Wednesday, June 30, 2027, unless terminated sooner or extended, as provided herein.

4. DISTRIBUTION AMOUNT

The Distribution Amount is \$50,000.00 and shall be used for the authorized improvements to public defense in the following areas: Additional attorney coverage for First and Second Appearance calendars, modernization of case management system, increased social work services, improvements on attorney-client room.

The disbursement of any grant funds is subject to the availability of funding appropriated to OPD by the Washington State Legislature.

Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Contract in writing to increase or decrease the award amount.

5. PROHIBITED USE OF FUNDS

The following are prohibited uses of improving public defense award funds.

- A. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- B. Funds cannot be spent on purely city or court administrative functions or billing costs.

- C. Grant funds cannot be used for cost allocation.
- D. Grants funds cannot be used for indigency screening costs.
- E. Grant funds cannot be used for city or court technology systems or administrative equipment.
- F. Funds cannot be used for county attorney time, including advice on public defense contracting.
- G. Funds cannot be used for in-court interpreter services required under Chapter 2.43 RCW.
- H. Funds cannot be used for pre-trial monitoring of public defense clients (e.g., SCRAM, EHM, UA)

6. PERMISSIBLE USE OF FUNDS

Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Improvement Funds for guidelines regarding permitted uses of state public defense improvement funds.

The Recipient agrees to use the funds received for the following: Additional attorney coverage for First and Second Appearance calendars, modernization of case management system, increased social work services, improvements on attorney-client room.

Recipient agrees to use the funds from Wednesday, July 1, 2026 through Wednesday, June 30, 2027.

If Recipient is unable to use the funds during the period of use, the Recipient agrees to notify OPD to determine what action needs to be taken.

Recipient agrees to deposit the RCW 10.101.070 funds within 14 days of receipt if Recipient's Statewide Vendor (SWV) registration does not accept electronic funds transfer (EFT).

7. BILLING AND INVOICING

Recipient will submit properly prepared itemized invoices via email to OPD Program Manager at geoffrey.hulsey@opd.wa.gov. Invoices shall be submitted quarterly according to the state fiscal year.

- A. Invoice 1: July 1st - September 30th submitted by October 15th.
- B. Invoice 2: October 1st - December 31st submitted by January 15th.
- C. Invoice 3: January 1st - March 31st submitted by April 15th.
- D. Invoice 4: April 1st - June 30th submitted by July 15th.

OPD shall pay Recipient upon receipt of a properly completed invoice. The Recipient will submit their invoice via email to PDIP@opd.wa.gov using an a19 template provided by OPD or a state A19-A form. The invoices must:

- A. Be signed and dated.
- B. List the agreement number (contract ID).
- C. Be assigned a unique invoice number provided by the Recipient.
- D. Describe the services provided as required under the Permissible Use of Funds section and the Recipient's application.

OPD shall send payment to the address or direct deposit account that Recipient designates on the Office of Financial Management's Statewide Vendor Registry at <https://ofm.wa.gov/tech-support/statewide-vendor-payee-services>.

OPD may, in its sole discretion, terminate this Contract or withhold payments if Recipient fails to satisfactorily comply with any term or condition of this Contract.

8. DUPLICATION OF BILLED COSTS

Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

9. DISALLOWED COSTS

Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

10. OVERSIGHT

Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to public defense attorneys, judicial officers, and city or county representatives.

11. AGREEMENT MANAGEMENT

The Parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Contract, each of whom shall be the principal contact for business activities under this Contract. The Parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by email as set forth below or to such other address or email address as the Parties may specify in writing.

The notice period for any termination for convenience shall be 30 days written notice.

Office of Public Defense
Attn: Geoffrey Hulsey
PO Box 40957
Olympia, WA 98504-0957
Tel: (564) 999-6610
Email: PDIP@opd.wa.gov

City of Auburn
Attn: Haley Chuculate
25 West Main Street
Tel: (253) 931-3040
Email: hchuculate@auburnwa.gov

12. RIGHTS IN DATA

The Recipient grants to OPD royalty-free, perpetual license to publish, copy, use, distribute, and modify all materials developed and delivered under this Contract for the use and benefit of the judicial branch of the Washington State government. This license does not include the right to sub-license, sell or otherwise transfer the materials or any rights to the materials to any other person or organization for any purpose without the express written authorization of the Recipient.

Materials provided by OPD to the Recipient remain the sole property of OPD and cannot be used by the Recipient for purposes beyond this Contract without the express written authorization of OPD.

13. RESPONSIBILITY OF THE PARTIES

Each party to this Contract assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Terms and Conditions as contained in this basic Contract instrument.
- C. General Terms and Conditions.
- D. Any other provision, term, or material incorporated herein by reference.

NOT FOR SIGNATURE

15. GENERAL TERMS AND CONDITIONS

15.1. DEFINITIONS

As used throughout this Contract, the following terms have the meanings set forth below:

- A. "Client" means an individual receiving services under this Contract.
- B. "Contractor" and "Recipient" means that agency, firm, provider organization, individual, or other entity performing services or receiving an award under this Contract. It includes any subcontractor retained by Contractor/Recipient as permitted under the terms of this Contract.
- C. "OPD" means the Washington State Office of Public Defense, any division, section, office, unit, or other entity of OPD, or any of the officers or other officials lawfully representing OPD.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "SAAM" means the State Administrative & Accounting Manual. It provides control and accountability over financial and administrative affairs of the state and assists agencies in gathering and maintaining information needed for the preparation of financial statements.
- F. "Subcontractor" means one not in the employment of the Contractor/Recipient who is performing all or part of those services under this Contract under a separate contract with Contractor/Recipient, regardless of tier.

15.2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

15.3. ASSIGNMENT

Contractor/Recipient shall not transfer nor assign this Contract or any portion thereof; any right or benefit accruing to Contractor under this Contract; or any claim arising under this Contract without prior written consent of OPD.

15.4. AMERICANS WITH DISABILITIES ACT

Contractor/Recipient must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications and the Washington Law Against Discrimination RCW 49.60.

15.5. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

15.6. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney fees and costs.

15.7. CERTIFICATION REGARDING DEBARMENT

Contractor/Recipient, by signature to this Contract, certifies that the Contractor/Recipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor/Recipient also agrees to include the above requirement in any and all Subcontracts into which it enters.

Contractor/Recipient certifies that the Contractor/Recipient has not received notice to either fine or debar from the Department of Enterprise Services pursuant to Chapter 39.26.200 RCW, Procurement of Goods and Services, and shall remain in compliance throughout the term of this Contract.

Contractor/Recipient shall immediately notify OPD if, during the term of this Contract, Contractor/Recipient becomes Debarred. OPD may immediately terminate this Contract by providing Contractor/Recipient written notice if Contractor/Recipient becomes Debarred during the term hereof.

15.8. CERTIFICATION REGARDING ETHICS

Contractor/Recipient certifies that the Contractor/Recipient is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, or any other related statute, and any other applicable court rule or state or federal law related to ethics, throughout the term of this Contract.

15.9. CERTIFICATION REGARDING PAY EQUITY

Pursuant to Engrossed Substitute Senate Bill 5167, 69th Legislature, 2025 Regular Session, Section 914 and Chapter 49.58 RCW Washington Equal Pay and Opportunities Act, Contractor/Recipient affirms equality among its workers by ensuring similarly employed individuals are compensated as equals.

15.10. CHANGE IN STATUS

In the event of substantive change in the legal status, organizational structure or fiscal reporting responsibility of Contractor/Recipient, Contractor/Recipient shall notify OPD in writing or by email of the change as soon as is practicable, but no later than 30 days after the change.

15.11. CHANGES AND MODIFICATIONS

Any change or modification to this Contract must be in writing and signed by both parties.

15.12. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

15.13. CORRECTIONS

If there are non-substantive typographical, grammar, scrivener's or drafting errors (such as erroneous numerical figures, incorrect dates, misspelled words, errant commas, etc.), OPD reserves the right to correct said errors at any time, without prior notice.

15.14. COUNTERPARTS

This Contract may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Execution of this Contract at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Contract. Signatures delivered by email in PDF format or facsimile will be binding for all purposes.

15.15. DISPUTES

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without

delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute.

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties shall participate in mediation in good faith. The parties shall choose the mediator by agreement. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation must precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement will be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a dispute resolution board or arbitration.

15.16. ELECTRONIC SIGNATURES

An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

15.17. EXHIBITS AND HYPERLINKS

Each of the exhibits referenced herein or attached hereto and documents hyperlinked herein are incorporated into this Agreement.

15.18. FORCE MAJEURE

Neither Contractor/Recipient nor OPD shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except Subcontractors).

In the event a Force Majeure occurs after the effective date and prior to completion or expiration date of this Contract, OPD, at its sole discretion, may elect to suspend performance of the Contract until OPD determines the Force Majeure event resolved. OPD may exercise this option with no notification restrictions.

15.19. GOVERNING LAW AND VENUE

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

15.20. HARASSMENT

Contractor/Recipient shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor/Recipient interacts in the performance of this Contract.

15.21. HEADINGS & CAPTIONS

The headings and captions used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein.

15.22. INDEMNIFICATION

Contractor/Recipient shall defend, protect, and hold harmless the state of Washington, including all elected officials, public agencies, officers, and employees thereof, from and against all claims, suits, and actions, including all costs of defense, arising from any negligent act or omission of Contractor/Recipient or any authorized subcontractor or any employee or agent of either, in the performance of this Contract.

15.23. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party will not be considered or construed to be employees or agents of the other party for any purpose whatsoever. Moreover, Contractor/Recipient shall not hold themselves out as employees of OPD.

As provided in Chapter 236 Laws of 2012 and Washington Public Employees' Retirement System RCW 41.40.010 section 13(c), Contractor/Recipient and any employees of Contractor/Recipient providing services under this Contract are not, as a result of providing services under this Contract, eligible for any public benefits, including membership in any public retirement programs of the State of Washington.

15.24. INSURANCE INDUSTRIAL COVERAGE

If required by law, Contractor/Recipient shall provide or purchase industrial insurance coverage prior to performing work under this Contract. OPD will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor/Recipient or any authorized subcontractor or employee of Contractor/Recipient that might arise under the industrial insurance laws during the performance of duties and services under this Contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Contract, those payments shall be made by Contractor/Recipient; Contractor/Recipient shall indemnify OPD and guarantee payment of such amounts.

15.25. INSURANCE LIABILITY COVERAGE

Unless otherwise specified herein, Contractor/Recipient shall maintain adequate insurance coverage. OPD will not be responsible for payment of insurance premiums. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of Contractor/Recipient or subcontractor or agents of either while performing under the terms of this Contract.

Contractor/Recipient shall, prior to commencement of this Contract, obtain, at its sole cost and expense, and at all times during the term of this Contract, maintain insurance coverage. Failure to maintain sufficient coverage shall not relieve the Contractor/Recipient of its duty of indemnification as stated in this Contract.

Contractor/Recipient agrees to provide evidence of insurance coverage upon request from OPD. If Contractor/Recipient is a government agency covered by a governmental self-insurance program, it can provide verification of self-insurance to satisfy the evidence of insurance requirement.

Contractor/Recipient is advised to assess services delivered pursuant to this Contract and to purchase insurance coverage for risks associated with those services. For example, while not necessarily required under the Contract, services may involve advising clients or associated parties, hosting clients or associated parties on its premises, transporting clients or associated parties in its vehicle, or storing personal information associated with a client or associated parties on its electronic systems, amongst others. Consequently, pursuant to the assessment, Contractor/Recipient may determine to purchase insurance policies like professional liability errors and omissions coverage, general liability coverage, business use automobile coverage, or cyber risk liability coverage, amongst others, for perils associated with those activities.

Contractor/Recipient is advised to carry short term disability insurance for any extended unavailability due to illness, injury, or similar.

Failure to provide and maintain insurance as required may result in termination of the Contract.

By requiring insurance, the State of Washington and OPD do not represent that the coverage and limits specified will be adequate to protect the Contractor/Recipient. Such coverage and limits shall not be construed to relieve the Contractor/Recipient from liability in excess of the required coverage and limits and shall not limit the

Contractor's/Recipient's liability under the indemnities and reimbursements granted to the State and OPD in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Contractor/Recipient waives all rights, claims, and causes of action against the State of Washington and OPD for the recovery of damages covered by insurance maintained by Contractor/Recipient.

15.26. LAWS

Contractor/Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

15.27. LICENSING AND ACCREDITATION STANDARDS

Contractor/Recipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary in the performance of this Contract.

15.28. NON-DISCRIMINATION

Contractor/Recipient shall comply with all federal and state nondiscrimination laws, regulations, and policies in the performance of this Contract. Contractor/Recipient shall not discriminate against any client or person with whom Contractor/Recipient interacts in the performance of this Contract because of race, national origin, color, gender, religion or age; disability, pregnancy, or physical or mental health condition; sexual orientation, or gender identity or expression; marital or veteran status; or English proficiency or speaking accent. In the event of Contractor's/Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, OPD may terminate this Contract in whole or in part in accordance with the Termination for Default section below, and OPD may declare Contractor/Recipient ineligible for further contracts with OPD.

15.29. NON-EXCLUSIVITY

This Contract is non-exclusive. During the term of this Contract, OPD reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Contract shall be construed to limit in any way OPD's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as OPD may in its sole discretion deem appropriate.

15.30. OBLIGATIONS UPON EXPIRATION OR TERMINATION

Upon expiration or termination of this Contract, Contractor/Recipient shall continue to fulfill Contractor's/Recipient's obligations with respect to any Services and provisions of this Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of this Contract.

15.31. OVERPAYMENTS

If an audit of Contractor's/Recipient's or OPD's records determines that fees paid pursuant to this Contract are in excess of those authorized under this Contract, Contractor/Recipient shall immediately reimburse OPD for any excess amounts as determined by such audit.

15.32. POLITICAL ACTIVITIES

Political activities of Contractor's/Recipient's employees and officers may be limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

15.33. PRIVACY PROTECTION

Information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. Contractor/Recipient and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons confidential information without the express written consent of OPD

or as provided by law or applicable rules of professional conduct. Contractor/Recipient agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to any confidential information that comes into Contractor's/Recipient's possession as a result of the work performed under this Contract.

Confidential information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, or health care or state security information.

15.34. PROFESSIONAL COURTESY AND CONDUCT

Contractor/Recipient agrees to conduct all interactions with clients, peers, OPD, and the justice system, in a professional, respectful, and courteous manner.

15.35. PUBLIC INFORMATION

Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's General Rule 31.1, Access to Administrative Records.

Contractor/Recipient, when submitting records to OPD or otherwise making written inquiries or requests to OPD, shall redact any confidential information contained therein and shall not identify clients or other case-related parties by name, unless specifically requested by OPD to do so.

15.36. PUBLICITY

Contractor/Recipient shall submit to OPD all advertising and publicity materials relating to this Contract wherein OPD's name is mentioned or language is used from which the connection of OPD may, in OPD's judgment, be inferred or implied. Contractor/Recipient shall not publish or use such advertising and publicity materials without OPD's prior written consent.

15.37. RECAPTURE

If the Contractor/Recipient fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of the Contract, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

15.38. RECORDS, DOCUMENTS, AND REPORTS

Contractor/Recipient shall maintain books, records, documents, data, and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

Contractor/Recipient shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, will be subject at all reasonable times to inspection, review, or audit by OPD, personnel duly authorized by the OPD, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six-year period, Contractor/Recipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved.

15.39. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor/Recipient shall complete registration with the Washington State Department of Revenue and shall be responsible for payment of all taxes due on payments made under this Contract.

15.40. REGISTRATION WITH STATEWIDE VENDOR REGISTRY

OPD will process payments using the Contractor's/Recipient's or authorized service provider's statewide vendor number (SWV). Contractor/Recipient or authorized service provider shall complete registration for the SWV and maintain its accuracy with the Washington State Office of Financial Management, Statewide Vendor/Payee Services. Contractor/Recipient may find all information regarding registration at: <https://ofm.wa.gov/tech-support/statewide-vendor-payee-services>. OPD cannot guarantee timely payment without the Contractor's/Recipient's or authorized service provider's current SWV.

15.41. RIGHT TO INSPECTION

At no additional cost, all records relating to the Contractor's/Recipient's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor/Recipient shall provide access to its facilities for this purpose.

15.42. RIGHT TO MONITOR

Contractor/Recipient shall provide right of access to its facilities to OPD or any of its officers at all reasonable times in order for OPD to monitor and evaluate performance, compliance, and quality assurance under this Contract, not to include inspection of confidential client information. OPD shall perform all inspections and evaluations in such a manner that will not unduly interfere with Contractor's/Recipient's business or work hereunder.

15.43. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference is held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract. To this end, the provisions of this Contract are declared to be severable.

15.44. SUBCONTRACTING

Neither Contractor/Recipient nor any OPD approved subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of OPD. Contractor's employees are not considered subcontractors.

In no event will the existence of a subcontract operate to release or reduce the liability of Contractor/Recipient to OPD for any breach in the performance of Contractor's/Recipient's duties. If Contractor/Recipient violates this provision OPD may, at its option, terminate this Contract in accordance with the Termination for Default section below.

15.45. SURVIVORSHIP

The terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Contract shall so survive.

15.46. SUSPENSION FOR CONVENIENCE

OPD may suspend this Contract or any portion thereof for a temporary period by providing written notice to the Contractor/Recipient a minimum of seven (7) calendar days before the suspension date. Contractor/Recipient shall resume performance on the first business day following the suspension period unless another day is specified in writing by OPD prior to the expiration of the suspension period.

15.47. TAXES

Where required by statute or regulation, Contractor/Recipient shall pay for and maintain in current status all taxes that are necessary for Contract performance. If Contractor/Recipient is a business registered out-of-state or out-of-

country, then OPD will pay use taxes, if any, imposed on the services and materials acquired hereunder, to the Washington State Department of Revenue (DOR) on behalf of the Contractor/Recipient.

Contractor/Recipient shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract. An Out-of-State Contractor/Recipient must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information.

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor/Recipient or Contractor's/Recipient's staff shall be Contractor's/Recipient's sole responsibility.

15.48. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, either party may, by written notice, beginning on the second day after the mailing, provide notice to terminate this Contract in whole or in part. If this Contract is so terminated, OPD will be liable only for payment required under the terms of this Contract for services rendered prior to the effective date of termination.

15.49. TERMINATION FOR DEFAULT/CAUSE

OPD may terminate this Contract for default, in whole or in part, by written notice to Contractor/Recipient if OPD has a reasonable basis to believe that Contractor/Recipient has:

- failed to meet or maintain any requirement for contracting with OPD.
- failed to render adequate representation or services to clients or willfully disregarded the rights and best interests of the client.
- failed to perform under or otherwise breached any term or condition of this Contract.
- violated any applicable law or regulation.
- or otherwise breached any provision or condition of this Contract.

If it is later determined that Contractor/Recipient was not in default, the termination will be considered a termination for convenience.

15.50. TERMINATION OR SUSPENSION FOR NON-AVAILABILITY OF FUNDS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, OPD, at its sole discretion, may elect to suspend or terminate the Contract, in whole or part, for convenience or to renegotiate the Contract subject to new funding limitations and conditions.

15.51. TERMINATION PROCEDURE

Upon expiration, suspension, or termination of this Contract, and except as otherwise directed by OPD, Contractor/Recipient shall comply with all directions contained in OPD's notice of expiration, suspension, or termination, including:

- stopping work on any cases, services or deliverables where OPD directs the cessation of work.
- completing work on any cases, services or deliverables where OPD directs the completion of work.
- complying with any other requirements for completion of work that OPD specifies.

On termination, OPD may withhold from any amounts due Contractor/Recipient for completed work, services or deliverables such sum as OPD determines to be reasonably necessary to protect OPD against potential loss or liability.

The rights of and remedies available to OPD provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or this Contract.

In the event of termination of this Contract, OPD reserves the right to require a bond to assure completion of the work by Contractor/Recipient, pursuant to state law.

15.52. TRAVEL

If there are OPD-approved travel expenses, including but not limited to, airfare, mileage, and lodging, they will be purchased or reimbursed in accordance with the Washington State Office of Financial Management's (OFM) State Accounting and Administrative Manual (SAAM) travel policies and rates or its successor the Washington Administrative and Accounting Manual (WAAM). OPD may have more restrictive procedures or applicable OPD policies further limiting travel expense purchases or reimbursement.

15.53. WAIVER OF DEFAULT

Waiver of any default or breach under this Contract will not be deemed to be a waiver of any subsequent default or breach. Waiver will not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by OPD's Director or the Director's designee.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

FOR RECIPIENT

FOR OPD

SIGNATURE

Nancy Backus

FULL NAME

Mayor

TITLE

DATE SIGNED

SIGNATURE

Geoffrey Hulse

FULL NAME

Managing Attorney

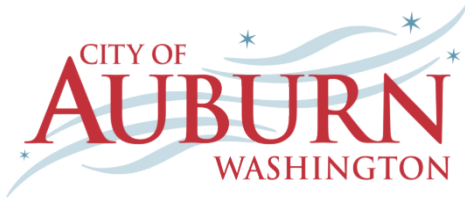
TITLE

DATE SIGNED

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto. This Contract may be altered, amended, or waived only by a written amendment executed by both parties.

NOT FOR SIGNATURE

*Digital copy of Agreement sent to above recipient via OpenGov for signature upon Council review and approval



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5916 (Gaub)

A Resolution authorizing the Mayor to amend the Community Aviation Revitalization Board (CARB) Loan Agreement to the total amount of \$1,320,000.00 with the Washington State Department of Transportation for Project No. CP2518, Airport T-Hangar Upgrades

Meeting Date:

July 6, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5916.)

Department:

Public Works

Attachments:

Resolution No. 5916,
Amendment

Budget Impact:

\$120,000

Administrative Recommendation:

City Council adopt Resolution No. 5916.

Background for Motion:

This Resolution allows the Mayor to accept and execute an amendment to the Loan Agreement to complete the enclosure of existing open hangars for betterment of the Airport.

Background Summary:

Resolution No. 5916 authorizes the City to amend the low interest loan agreement by 10%, an additional \$120,000, to a total amount of \$1,320,000 to upgrade existing Airport owned hangars.

The current wait time for enclosed hangar space on the Airport is estimated at 15 years. To address a portion of this demand and increase revenue at the Airport, the Airport plans to install interior partition walls and exterior sliding doors on existing open hangar rows E and F. This loan, along with approximately \$1,111,000.00 from the Airport Fund and an additional \$435,000.00 from the Federal Aviation Administration through the infrastructure bill, will fund the project.

WSDOT administers the CARB loan program. Loans are available to airports for projects which increase revenue and support general aviation.

Resolution No. 5916 authorizes the Mayor to amend the Community Aviation Revitalization Board (CARB) loan agreement to a total amount of \$1,320,000.00 with the Washington State Department of Transportation. This project is included in the City's adopted facility plan.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5916

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO AMEND THE COMMUNITY AVIATION REVITALIZATION BOARD (CARB) LOAN AGREEMENT TO THE TOTAL AMOUNT OF \$1,320,000.00 WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. CP2518, AIRPORT T-HANGAR UPGRADES

WHEREAS, RCW 47.68.460 establishes the Washington State Department of Transportation (DOT) Community Aviation Revitalization Board (CARB) loan program, which purpose is to furnish DOT financial loans to public use airports for airport improvements that support general aviation activities and which loans are offered to qualified airports at favorable interest rates; and

WHEREAS, the City of Auburn Airport provides aircraft hangars for airport users and tenants, which management intends to add and/or to replace doors for several hangars to better serve the storage and security needs of airport users and tenants, which will enhance the value of airport property; and

WHEREAS, an Airport T-Hanger Upgrades project (Project No. CP2518, the "Project") is included in the City's adopted Capital Facilities Plan; and

WHEREAS, the proposed Project is estimated to cost approximately \$2,897,000; and

WHEREAS, the Airport budget has allocated \$1,111,000 towards the completion of this Project and anticipates an additional \$435,000 in Federal Aviation Administration grant funding through the recently passed Infrastructure Bill; and

WHEREAS, in January 2026, the City entered into a Community Aviation Revitalization Loan Agreement, a CARB program loan, to finance the Project; and

WHEREAS, the agreement is in the amount of \$1,200,000.00 and has a 10-year payback term at 2% interest; and

WHEREAS, the Community Aviation Revitalization Loan Agreement allows for the City to request additional loan funds up to 10% of the loan award due to project cost escalation; and

WHEREAS, the Community Aviation Revitalization Loan Agreement amendment increases the agreement amount by \$120,000 for a total amount loan agreement of \$1,320,000; and

WHEREAS, given the favorable interest rate of the CARB loan and the need to finance the Project for the benefit of airport users and tenants, amendment of the CARB loan to fund the Project is in the City's best interest; and

WHEREAS, the annual loan payments of principal and interest shall be paid for from the Airport budget.

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

Section 1. The Mayor is authorized to amend the Community Aviation Revitalization Loan Agreement and to execute all necessary loan agreements required to finalize the CARB loan amendment for the Project for the loan terms as set forth herein.

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

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:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

The FIRST AMENDMENT to AGREEMENT GCC1340 entered into between the Washington State Department of Transportation (hereinafter referred to as “WSDOT”), and the City of Auburn (hereinafter referred to as “RECIPIENT”), and/or individually referred to as the “PARTY” and collectively referred to as the “PARTIES,”

RECITALS

WHEREAS, the RECIPIENT has provided a written request for additional funds per **Section 4 – Eligible Project Costs**, providing for additional loan funds up to ten percent (10%) of the loan award due to unforeseen project cost escalation.

WHEREAS, the RECIPIENT has provided contractor bids demonstrating the original Project Scope of Work cannot be completed without additional funds.

WHEREAS, both PARTIES agree to amend AGREEMENT GCC1340 to add \$1,200,000 in CARB Loan Funds to the Project to preserve the Scope of Work as described in the original AGREEMENT.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT GCB1340.

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Amend Caption heading ‘Loan Amount’ on the first page of the AGREEMENT to read as follows:

Loan Amount:
\$1,320,000

3. Amend the existing budget table in EXHIBIT A SCOPE OF WORK, PROJECT SCHEDULE & BUDGET and replace it to read as follows:

Planning & Engineering (P/E)	\$	0.00
Land Acquisition & ROW	\$	0.00
Construction	\$	1,320,000.00
Project Total	\$	1,320,000.00

4. Amend EXHIBIT C, LOAN REPAYMENT SCHEDULE, increasing the total amortized loan debt to \$1,320,000 over a ten (10) year repayment period with annual payments.

7. A copy of this AMENDMENT to the AGREEMENT shall be attached to and made a part of the original AGREEMENT. Any references to the “AGREEMENT” shall mean “AGREEMENT as amended.”

8. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and year last written below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CITY OF AUBURN

By: _____
Ann B. Richart, Director
WSDOT, Aviation Division

By: _____
Authorized Representative
Title: _____

Print Name: _____

EXHIBIT C, ESTIMATED LOAN REPAYMENT SCHEDULE - CITY OF AUBURN

ENTER VALUES

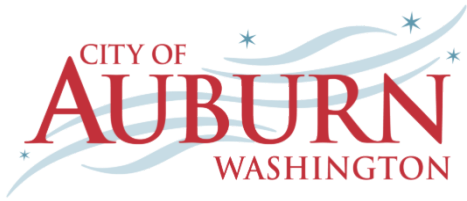
Loan amount	\$1,320,000.00
Annual interest rate	2.00%
Loan period in years	10
Number of payments per year	1
Start date of loan	1/1/2027
Optional extra payments	\$0.00

LOAN SUMMARY

Scheduled payment	\$146,951.02
Scheduled number of payments	10
Actual number of payments	20
Total early payments	\$0.00
Total interest	\$149,510.17

LENDER NAME CARB / WSDOT - Aviation Division

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/2027	\$1,320,000.00	\$146,951.02	\$0.00	\$146,951.02	\$120,551.02	\$26,400.00	\$1,199,448.98	\$26,400.00
2	1/1/2028	\$1,199,448.98	\$146,951.02	\$0.00	\$146,951.02	\$122,962.04	\$23,988.98	\$1,076,486.95	\$50,388.98
3	1/1/2029	\$1,076,486.95	\$146,951.02	\$0.00	\$146,951.02	\$125,421.28	\$21,529.74	\$951,065.67	\$71,918.72
4	1/1/2030	\$951,065.67	\$146,951.02	\$0.00	\$146,951.02	\$127,929.70	\$19,021.31	\$823,135.96	\$90,940.03
5	1/1/2031	\$823,135.96	\$146,951.02	\$0.00	\$146,951.02	\$130,488.30	\$16,462.72	\$692,647.67	\$107,402.75
6	1/1/2032	\$692,647.67	\$146,951.02	\$0.00	\$146,951.02	\$133,098.06	\$13,852.95	\$559,549.60	\$121,255.70
7	1/1/2033	\$559,549.60	\$146,951.02	\$0.00	\$146,951.02	\$135,760.02	\$11,190.99	\$423,789.58	\$132,446.70
8	1/1/2034	\$423,789.58	\$146,951.02	\$0.00	\$146,951.02	\$138,475.23	\$8,475.79	\$285,314.35	\$140,922.49
9	1/1/2035	\$285,314.35	\$146,951.02	\$0.00	\$146,951.02	\$141,244.73	\$5,706.29	\$144,069.62	\$146,628.78
10	1/1/2036	\$144,069.62	\$146,951.02	\$0.00	\$146,951.02	\$144,069.62	\$2,881.39	\$0.00	\$149,510.17
					\$1,469,510.17	\$1,320,000.00	\$149,510.17		



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5918 (Martinson)

A Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Auburn and the Auburn Police Support Guild Non-Commissioned Unit for 2025–2027

Meeting Date:

July 6, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5918.)

Department:

Human Resources and Risk
Management

Attachments:

Resolution No. 5918, 2025-2027
CBA

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5918.

Background for Motion:

The City and the Auburn Police Support Guild Non-Commissioned Unit negotiated and agreed upon the 2025-2027 Collective Bargaining Agreement.

Background Summary:

The City of Auburn and the Auburn Police Support Guild Non-Commissioned Unit have successfully negotiated a Collective Bargaining Agreement for the period of 2025 through 2027. The agreement establishes the terms and conditions of employment, including wages, benefits, and working conditions, for employees represented by the Auburn Police Support Guild Non-Commissioned Unit. Approval of this Resolution authorizes execution of the agreement and implementation of its provisions.

Councilmember: Tracy Taylor

Staff: Candis Martinson

RESOLUTION NO. 5918

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF AUBURN AND THE AUBURN POLICE SUPPORT GUILD FOR 2025-2027

WHEREAS, the City recognizes the Auburn Police Support Guild as the exclusive bargaining representative of the non-commissioned employees of the Auburn Police Department; and,

WHEREAS, the management of the Auburn Police Department and the City's Human Resources & Risk Management Department have negotiated a collective bargaining agreement for the years 2025-2027 that sets forth the salaries and conditions of employment for the members of the Union; and,

WHEREAS, the City Administration and staff recommend Council authorize the Mayor to sign the Agreement on behalf of the City, after approval of the Agreement by the members of the Union;

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

Section 1. The Mayor is authorized to execute a Collective Bargaining Agreement between the City and the Auburn Police Support Guild for the calendar years 2025-2027, which Agreement will be in substantial conformity with the Agreement attached as Exhibit A.

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

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

**Exhibit A
FINAL AGREEMENT**

NON-COMMISSIONED UNIT

CITY OF AUBURN

AND

AUBURN POLICE SUPPORT GUILD

2025-2027

AGREEMENT

NON-COMMISSIONED UNIT

BY AND BETWEEN

CITY OF AUBURN

AND

AUBURN POLICE SUPPORT GUILD

January 1, 2025 – December 31, 2027

PREAMBLE

This Agreement is between the City of Auburn (hereinafter called the “City”) and the Auburn Police Support Guild, (hereinafter called “Union”) for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the collective bargaining representative.

Effective: January 1, 2025

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Article I

RECOGNITION AND BARGAINING UNIT

Section 1. The City recognizes the Union as the exclusive bargaining representative for all employees designated by the classifications set forth in Appendix "A" and as certified by the Public Employment Relations Commission Case No. 144303-E-25, June 2026, excluding confidential employees, supervisors, and all other employees.

Section 2.

Full-Time, Regular Employees: Full-time employee means any employee who regularly works forty (40) hours or more per week for more than (4) consecutive calendar months in a calendar year.

Part-Time, Regular Employees: Part-time, regular employee is an employee who regularly works less than forty (40) hours per week, but not less than thirty (30) hours per week, for more than four (4) consecutive calendar months in a calendar year. Such employees shall accrue vacation, sick leave, and holiday benefits in the direct ratio that their regular work hours bears to forty (40) hours per week.

All employees doing bargaining unit work must be members under one of the above classifications. This provision shall not include temporary or occasional workers providing no more than six hundred (600) hours are worked by these two (2) groups per year.

Note: Salary step advancement for part-time employees shall be based upon completed months of service as set forth in Appendix "A".

Article 2

UNION MEMBERSHIP

Section 1. All active, full-time employees covered by this Agreement shall have the right to become members of the Union.

Regarding regular, part-time employees that choose to be members of the Union, it is acknowledged that the Union will determine the proportion of the regular monthly dues payable to the Union by such employees, after considering the ratio that their regular work hours bears to forty (40) hours per week.

Section 2. PAYROLL DEDUCTION FOR UNION DUES. The City agrees to deduct monthly dues required of the employees in the bargaining unit who voluntarily execute a wage assignment authorization form in writing. The City will deposit such dues in accordance with the union-provided standard dues deduction form. Upon issuance and transmission of such dues and initiation fees to the Union, the City's responsibility shall

cease with the respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the City harmless from all claims, demands, suits, or other forms of liability that may arise against the City for, or on account of, any deduction made by the wages of such employee.

Section 3. REVOCATION. An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the City, and separately to the Union by sending an email to the Union President. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

Section 4. POLITICAL ENDORSEMENTS. By remitting dues to the Union, the City does not thereby endorse any expenditure, political or otherwise, made by the Union.

Section 5. NEW EMPLOYEES. The Union Business Representative, or designee, shall have up to thirty (30) minutes, during an employee's first week of employment, or as soon as schedules allow, to meet with newly hired employees covered by this CBA for the purposes of filling out Union paperwork and orienting the employee to Union membership. The thirty (30) minutes shall be at a mutually agreeable time between the City and the Union. If the designee conducting the meeting is an employee of the City, they shall endeavor to meet on unpaid time.

Article 3

UNION REPRESENTATION: ACCESS TO EMPLOYEES

Section 1. The Business Representative of the Union shall be allowed access to all facilities of the City wherein the employees covered under this contract may be working for the purposes of investigating grievances, provided such representative or steward does not interfere with the normal work processes. No Union member or officer shall conduct any Union business on City time and no Union meetings will be held on City time or premises unless authorized by the Chief of Police, or designee. Off-duty meetings may be scheduled and held on City premises.

Section 2. The City agrees that employees covered by this Agreement shall not be discharged or discriminated against for upholding Union principles or for performing duties authorized by the Union so long as these activities do not interfere with normal work processes of the City.

Section 3. The employer will attempt to allow such members of the Union as may be designated by the Union, not to exceed three (3), leave from duty without loss of pay for the purposes of direct participation as members of the Union negotiating team in labor negotiations with the City of Auburn including mediation.

Note: Chief retains the right not to allow three (3) based on Department staffing needs.

Article 4

NONDISCRIMINATION

It is mutually agreed that there shall be no discrimination of any protected class as defined under the federal, state, and/or local laws, unless based upon a bonafide occupational qualification. The Union, employees, and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels. Grievances under this Article shall not be subject to step four of the grievance procedure (Arbitration).

Article 5

HOURS OF WORK AND OVERTIME

Section 1. The Chief of Police shall establish regular work schedules for the members of the bargaining unit, such that the working hours for the employees shall be equivalent to forty (40) hours per week on an annualized basis.

The City will determine the applicable workweeks in which to implement a 4x10 schedule. The following terms will govern compensation and benefits:

- a. Once scheduled for the 4x10 work schedule, no changes to the schedule or “swaps” will be allowed unless agreed to by the City.
- b. Holidays shall be commensurate with the work schedule. If the holiday falls on a day which the employee is not scheduled to work, the employee will “bank” ten (10) hours of holiday.
- c. Every effort will be made by the employees to schedule personal appointments on the day off. Exceptions shall be approved by the Chief of Police (or designee during absences).
- d. The City reserves the right to discontinue the 4x10 work schedule program in whole, or in part, at any time based on operational needs or necessity.

Shift Schedule – Employees shall work twelve (12) months on their primary shift schedules. Employees shall bid annually for their primary shift schedules based on the seniority of the employee. However, the Chief, or designee, has ultimate authority on employee placement.

Section 2. Except as otherwise provided in this Article, employees shall be paid at the rate of time and a half (1½) of their hourly base rate for:

- A. All hours worked outside the regularly assigned shift in any one (1) day;

- B. All hours worked on a scheduled day off as a result of a rescheduled holiday;
- C. The hours worked on the first and last day of a changed shift unless written notice no less than seven (7) calendar days in advance of the shift change from the employee's regular shift is given to the employee, or if the employee only works one (1) day, without prior notice.

All overtime must be authorized by the Chief of Police, or designee. Where possible, overtime shall be assigned equitably, subject to employee qualifications, as determined by management, to perform the work. Employees shall have the first right of refusal of any overtime opportunities within his/her respective job classifications before it is offered to bargaining unit employees in other classifications.

In the event of unscheduled overtime within the Police Services Specialists classification, overtime will first be offered by seniority to on-duty employees holding the same classification. If additional coverage is needed, the overtime will be first offered to the incoming employees holding the same classification by seniority.

In the event of scheduled overtime for Police Services Specialists, qualified employees will be asked to volunteer for such, and assignment of the overtime will be in order of seniority. If an insufficient number of employees volunteer, the scheduled overtime will be assigned on a mandatory basis to qualified employees based on the lowest seniority. In all cases in computing overtime, the nearest one-quarter (1/4) hour shall be used.

Section 3. COMPENSATORY TIME. Payment for authorized overtime hours worked shall be pay or compensatory time at the employee's option to be exercised at the time earned.

Compensatory time shall be earned and accumulated at the rate of time and a half (1 ½) hours for each overtime hour worked, provided that the maximum allowable accrued shall be one hundred and twenty (120) hours of compensation. Overtime worked beyond that cap will be compensated by pay only. Effective November 30th of each year, all compensatory time accrued as of the 30th of November of that year minus thirty (30) hours will be cashed out at the employee's then current rate of pay (base plus longevity) on the first payday of December. At the option of the employee, any or all of the remaining thirty (30) hours may be paid at that time, but no more than thirty (30) hours may be carried over into the following calendar year.

The City may require that employees use existing compensatory time, specifying the date on which it is to be used. In the event an employee requests the use of accrued compensatory time on a particular date, and the City does not grant that request, the parties agree that one year is a reasonable time within which to schedule and grant time off.

Section 4. CALLBACK. If an employee is called to duty or is scheduled for court during off hours, he/she will be guaranteed a minimum of three (3) hours at time and a half (1 ½) times his/her hourly base rate, except where such attendance is an extension of the end of his/her regularly scheduled shift, at which time normal overtime procedures will apply.

When a Crime Scene Team callout (called back outside of the employee's regular work schedule) or on-duty deployment (deployment during regular work schedule) is made, the responding Evidence Technician, Animal Control Officers, and Parking Enforcement Officers will receive double (2x) time at their regular rate of pay for the duration of the callout/deployment. Double time does not apply for any type of Crime Scene Team training.

Section 5. Employees formally placed on standby status shall be compensated on the basis of four (4) hours straight-time pay for eight (8) hours or fraction thereof. If an employee is actually called back to work, normal overtime shall apply. Employees will be compensated when called back either normal overtime or four (4) hours straight time, whichever is greater.

The employer will pay for all hours from the time employees leave the Auburn Police Department to the time they return to the Auburn Police Department for all court duty outside the City limits.

Section 6. Compensation for off-duty attendance at authorized training programs shall be agreed upon in advance between the employee and the police administration, in accordance with the following guidelines:

- A. Employee shall be paid time and a half (1 ½) for training required by the employer and in session beyond the employee's normally scheduled shift in one (1) day.
- B. Employee shall waiver any compensation for voluntary training programs.
- C. TRAINING. The Employer agrees to provide a minimum of twenty (20) hours of job-related training per calendar year.

Section 7. CANCELLATION OF COURT APPEARANCE. When an employee complies with all departmental procedures on the day prior to a court appearance, and is notified on the date that the court appearance is still scheduled for the next day, the employee shall be entitled to receive the minimum payments provided by this Agreement, even if the court appearance is thereafter canceled.

Section 8. REST AND LUNCH BREAKS. As a general rule, employees may combine their 15-minute rest breaks with their 30-minute lunch break. Employees must be immediately available by cell phone or other communicative device so that they are able

to return to the worksite within ten (10) minutes of contact. Failure to be able to contact the employee may result in discipline.

Article 6

CLASSIFICATION AND SALARIES

Section 1. Employees covered by this Agreement shall be compensated in accordance with the pay plan attached to this Agreement and marked Appendix "A". This Appendix shall be considered a part of this Agreement. Effective July 2026, paydays for employees covered by this Agreement shall occur on a bi-weekly basis, generally every other Friday, in accordance with the City's payroll calendar.

The City is implementing a new financial and payroll system scheduled to go live in July 2026. As part of that implementation, the City must transition from a semi-monthly payroll schedule to a bi-weekly payroll schedule. The parties recognize that certain provisions of the CBA reference or correspond with the City's prior semi-monthly payroll schedule including, but not limited to, references related to accruals, payroll deductions, or other payroll-based calculations. To ensure consistency with the bi-weekly payroll system:

- Any accruals, payroll deductions, contributions, or other benefits that were previously calculated or applied on a semi-monthly basis shall be administratively converted to a bi-weekly equivalent.
- The parties agree that these administrative adjustments will be implemented in a manner that preserves employees' compensation, accrual rates, and benefit values on an annualized basis.
- The transition to a bi-weekly payroll schedule shall not result in any reduction of employees' negotiated wages, accruals, or benefits when calculated on an annual basis.

The City will provide reasonable notice to employees regarding the transition timeline and updated payroll calendar.

In recognition that the transition from a semi-monthly payroll schedule to a bi-weekly payroll schedule may temporarily affect employees' monthly cash flow during the initial implementation period, the City agrees to provide a temporary vacation cash-out option for employees covered by these agreements. Employees may elect to cash out up to twenty (20) hours of accrued vacation leave per month, for a maximum total cash-out of eighty (80) hours, during the period of August 1, 2026 through November 30, 2026, provided the employee maintains a minimum vacation balance of forty (40) hours following each cash-out.

This provision is intended solely to assist employees during the payroll transition period and shall expire after November 30, 2026, unless extended by mutual agreement of the Parties. This temporary accommodation shall not establish a past practice or modify any existing vacation cash-out provisions contained in this Agreement.

Section 2. All employees may be reimbursed for a portion or all of the educational expenses for job-related classes or degrees, but such classes must have the prior approval of the Chief of Police, or designee.

Section 3. Longevity pay shall be applied to the straight time hourly rates of all employees covered by this Agreement who have completed continuous service in accordance with the following schedule:

LONGEVITY PAY SCHEDULE

5 Years	2.0%
8 Years	3.5%
10 Years	5.0%
14 Years	6.5%
17 Years	8.0%
19 Years	9.0%
25 Years	10.0%

Section 4. The Chief of Police, or designee, shall assign up to two (2) Records Specialist Field Training Officers (FTOs) through a competitive selection process. The assignment shall be for a fixed two-year term, with a maximum commitment of two (2) consecutive years. FTOs must reapply and compete for selection if seeking reappointment. The Chief may remove an FTO before the term's completion due to performance, operational needs, or misconduct. An FTO may voluntarily relinquish the assignment but is not guaranteed reinstatement. Records Specialists assigned as full-time FTOs shall receive a four percent (4%) premium pay for the duration of the assignment.

Non-supervisory, non-FTO employees conducting training will be paid an additional four percent (4%) of the employee's base pay for that time actually involved in training.

Section 5. Employees who have two (2) years of full-time experience in one of the classifications covered by this Agreement, as determined by the Employer, within the previous four (4) years of applying with the City of Auburn, may start at step 2 of that classification's pay scale (i.e. two (2) years as a Police Specialist Supervisor may start at Step 2 of the Police Services Supervisor classification, etc.).

Section 6. Shift Differential. Employees assigned to work a graveyard shift shall receive a \$1.05 per hour worked as a shift differential premium.

Section 7. Education Premium. After completion of probation or one (1) year of employment, those who have completed degree requirements from an accredited college or university shall be paid a percentage of their straight-time hourly rate as educational incentive based on the following schedule:

AA/AS Degree – 1%

BA/BS Degree – 3%
Certification – 2% for Drone Part 107 and National Integrated Ballistic Information Network (NIBIN).

Section 8. Bilingual Pay. A premium pay in the amount of three percent (3%) shall be applied to the straight-time hourly rate for each employee who passes a City-approved bilingual examination while said employee is certified. Employees who successfully pass the initial examination may be required to recertify every other year. The employee shall pay for their own certification test. If the employee passes the certification, the City shall reimburse the employee for the expenses of the test. This premium shall apply after three (3) months from date of hire. Further, the employee shall demonstrate proficient use of sign language or fluently speak one or more of the following languages: Spanish, Chinese, Russian, Japanese, Korean, German, French, Ukrainian, Arabic, Farsi, Vietnamese, Laotian, or any other language as approved by the Chief of Police.

Article 7

HOLIDAYS

Section 1. The following -thirteen (13) days are designated as Holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Native American Heritage Day
Independence Day	Christmas Eve
Labor Day	Christmas Day
Martin Luther King Day	Floating Holiday (1)
Juneteenth	

Section 2. An employee who works on an observed holiday as set forth in Section 7.1 shall be compensated (paid) at the rate of two and one-half ($2 \frac{1}{2}$) times the employee's regular hourly rate of pay for each hour worked inclusive of holiday pay, or have the option of receiving time and a half ($1 \frac{1}{2}$) times his/her hourly base pay for hours worked and receive one (1) holiday banked, to be taken at a time agreeable to the employee and the Chief of Police, or designee. Hours worked in excess of the employee's regular shift on that holiday shall be compensated (paid) at two and one-half ($2 \frac{1}{2}$) of the employee's base pay.

Any employee who works the following listed holidays shall be paid triple his/her base rate, or may elect to be paid double his/her base rate in addition to receiving a day off in lieu of that holiday:

1. Thanksgiving Day
2. Christmas Day

Section 3. For Police Services Supervisors, Police Services Specialists, and Animal Control Officers, the designated holidays shall be:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Friday after Thanksgiving
Christmas Eve	December 24
Christmas	December 25

Note: Animal Control Officers are non-essential personnel and shall have the above holiday off of work.

For Parking Enforcement Officers and Evidence Technicians, the designated holidays shall be as specified in Section 1 above with the provision that whenever any designated holiday falls upon a Sunday, the following Monday shall be the recognized holiday, and whenever any designated holiday falls on a Saturday, the preceding Friday shall be the recognized holiday.

Holidays shall be commensurate with the work schedule. If the holiday falls on a day which the employee is not scheduled to work, the employee will bank ten (10) hours of holiday for future use at the supervisor's discretion. Employees may accrue up to a maximum of sixty-three (63) hours of holiday leave, but in no event shall an employee accumulate in excess of sixty-three (63) hours. Anything over sixty-three (63) hours will be cashed out.

Section 4. A request to take a floating holiday may be made by an employee at any time prior to a shift assignment for which it is to be used. It may be approved by the unit or shift commander so long as there remains the required number of personnel on duty for that shift.

Management will make a reasonable effort to accommodate the employee's request to take a floating holiday, after considering the operational needs of the Police Department. Early request (i.e., more than sixty (60) days prior to the date requested) will be acted upon by the Chief, or designee, within thirty (30) days of the date the initial request is made.

Section 5. Employees terminating service after completion of probation, other than for just cause, shall receive compensation for vested unused holiday time.

Section 6. Based upon management approval, employees on non-rotating schedules electing to work the holiday on the date listed in Article 7, Section 1, shall be paid the employee's normal rate of pay and bank the holiday.

Article 8

VACATIONS

Section 1. Annual vacations with pay shall be granted to eligible employees on the following basis; for service less than one (1) year vacation leave credit shall accrue at the rate of one (1) working day for each month of continuous service commencing from the date of most recent employment with the City; for continuous service of more than one (1) year, vacation leave credit shall accrue at the following rate:

Upon completion of 1 st year of continuous service	120 hours per year
Upon completion of 5 th year of continuous service	140 hours per year
Upon completion of 10 th year of continuous service	160 hours per year
Upon completion of 15 th year of continuous service	176 hours per year
Upon completion of 20 th year of continuous service	192 hours per year
Upon completion of 25 th year of continuous service	208 hours per year

An employee who terminates employment during the first six (6) months of employment shall not be entitled to accrued annual vacation leave or payment.

Section 2. Each full-time and regular, part-time employee of the City shall be entitled to accumulate unused, vacation leave not to exceed a maximum of two (2) year's annual vacation leave. All vacation leave shall be taken at a time mutually agreeable between the employee and the Police Chief, or designee.

Section 3. Vacations may be requested up to one year in advance and shall be awarded on a first-come, first-served basis.

Section 4. Employees who have completed six (6) months of service, and are separated from employment, shall be entitled to payment for vacation leave not taken that has accrued to date of separation. In the event of the death of an employee in active service with the City, accrued vacation leave that has not been taken shall be paid in the same manner that salary due the decedent is paid for any vacation leave earned in the preceding year, and in the current year, and not taken prior to the death of such employees.

Section 5. The minimum increment vacation may be taken is one quarter (1/4) hour.

Article 9

HEALTH AND WELFARE

Section 1. A healthcare, dental care, orthodontics, and life insurance program shall be granted to eligible, active, full-time employees, and their dependents. Said programs and arrangements shall consist of:

1. Premera \$250/\$750 Deductible, Premera \$1,500/\$3,000 High Deductible Plan, with the City paying one hundred percent (100%) of the premium for employees through the duration of the contract. The City shall pay ninety percent (90%) of the premium for the employee's qualified and eligible spouse and dependent(s), with the employee paying the remaining amount of the monthly premium for his/her spouse's and dependents' medical insurance for the duration of the contract.
2. Kaiser Permanente, twenty dollar \$20 co-pay/two hundred dollar (\$200) deductible plan, with the City paying the premium up to a maximum amount the City would pay for the employee's spouse and dependent(s) if the employee selected the Premera \$250/\$750 Deductible Plan, whichever is less, with the employee paying the remaining amount of the monthly premium for his/her spouse's and each dependent's medical insurance.
3. The following is the employer VEBA contribution for those employees and their dependent(s) that enroll on the Premera \$1,500/\$3,000 High Deductible Plan for the duration of this contract:
 - Employee Only: \$33.33 per month
 - Employee + Spouse: \$82.94 per month
 - Employee + Spouse + 1 Child: \$120.08 per month
 - Employee + Spouse + 2 or more Children: \$149.61 per month
 - Employee + 1 Child: \$66.67 per month
 - Employee + 2 or more Children: \$66.67 per month
4. Eligible employees may opt out of medical insurance coverage, providing that proof of current medical insurance is provided and a waiver of coverage is initiated. Alternate medical coverage must be maintained. Proof of current medical coverage will be required at least annually. However, the City may require proof at any time. If the employee opts out of medical coverage, the City shall make a cash payment of five hundred dollars (\$500) per month to those employees that elect to opt out of medical.
5. Washington Dental Service, Plan F or the Willamette Dental Plan. The City will pay up to what it pays for the applicable Washington Dental Service Plan F for those choosing Willamette.
6. Vision Service Plan (VSP), full family, \$10 deductible;
7. Standard Life Insurance for \$10,000; and
8. Association of Washington Cities Orthodontics (Plan 1).

Section 2. The Union agrees to continue to cooperate with the City in the study of cost containment measures. The City may self-insure medical, dental, and/or vision insurance coverage or select a new medical, dental, and/or vision insurance plan and shall make every effort to maintain substantially equivalent benefits at a reasonable cost. The City and the Union shall meet to explore alternative insurance coverage prior to selecting any new medical, dental, and/or vision insurance plan. The City recognizes its responsibility to bargain with the Union the impact of those decisions.

The Union and current employees agree to the City's tobacco use policy as it currently exists, or is hereafter amended, during the term of this Agreement.

Section 3. VEBA: The City has adopted the VEBA Medical Reimbursement Plan. The City agrees to provide a mandatory payroll deduction for this post Retirement Medical Insurance Trust. All contributions made on behalf of each eligible employee will be consistent with the terms and conditions of the collective bargaining agreement in effect at the time, and based on the individual's annual base salary. It is understood that all defined eligible employees will be required to sign and submit to the City a VEBA Membership Enrollment Form.

The VEBA Plan shall be funded by a semi-monthly employee deduction, determined by the collective bargaining unit, in an amount or a percentage (not less than \$25.00 per month) of the employee's base annual salary. The City will match the employee's first one percent (1.0%) of employee base wages, semi-monthly.

Article 10

PENSIONS

Pensions for employees and contributions to pension funds shall be provided in accordance with the laws of the State of Washington for eligible employees.

Article 11

JURY DUTY

Time off with pay will be granted for jury duty. The employee must give the Chief of Police, or designee, notice of call for jury duty at the time of notification. In order for the employee to receive his/her regular rate of pay while serving on jury duty, the employee must furnish a written statement from the appropriate public official showing the date and time served. If the employee is scheduled for jury duty and is not needed for all or a major part of the employee's regularly, scheduled shift, the employee will be on the honor system to advise his/her supervisor of his/her status. Employees are not required to return to the City per diem received for jury duty from the Court.

Article 12

SICK, DISABILITY, BEREAVEMENT, EMERGENCY, AND UNION LEAVE

Section 1. Sick leave credit shall accumulate for eligible employees at the rate eight (8) hours per month. Sick leave is accumulated a maximum nine hundred and sixty (960) hours, except as provided in Section 9 below. Sick leave credit may be used for time off with pay for bona fide cases of incapacitating sickness or injury and for the period of disability resulting from pregnancy or childbirth, or in accordance with the federal Family and Medical Leave Act (FMLA) or Washington Family Care Act. Any employee found to have abused sick leave by falsification or misrepresentation of same shall be subject to disciplinary action.

- a. Employees are required to use accrued paid time off during any state or federal FMLA absence before using leave without pay.
- b. FMLA usage computations will be based upon a rolling twelve (12) month year beginning on the date an employee takes his/her first FMLA leave.

Section 2. A verifying statement of the employee's physician may be required by the Chief of Police, or designee, at his/her option, when the employee is absent for three (3) consecutive days or longer.

Section 3. Employees incapacitated by illness or injury shall notify the Chief of Police, or designee, as far in advance as possible before he/she is to report to duty. During periods of extended illness, employees shall keep the Chief of Police, or designee, informed as to their progress and potential date of return to work.

Section 4. Employees shall be allowed up to three (3) days leave with pay for death in the immediate family upon approval of the department head. Immediate family includes the father, father-in-law, mother, mother-in-law, spouse, brother, sister, children, grandchildren, grandparents, grandparents-in-law, step-children, brother-in-law, sister-in-law, and in situations of *loco parentis* of the employee. Upon approval of the Police Chief, or designee, the employee may be eligible to use sick leave if bereavement exceeds three (3) days. The Director of Human Resources may grant non-precedent setting exceptions, based upon individual circumstances.

Section 5. An employee shall be allowed use of family sick leave per applicable federal and state laws.

- A. For the actual time during an employee's regularly scheduled shift that the employee must attend to the immediate needs of the dependent child, adult child with a disability, spouse, registered domestic partner, parent, parent-in-law, or grandparent with a serious or emergency health condition.
- B. An employee is expected to return to work as soon as he/she can be relieved or is no longer needed.

- C. In any incident of family illness/injury, the employee may be required to furnish a doctor's certificate stating what the illness/injury is and that the employee's presence is required.

Section 6. An employee may use up to twelve (12) workweeks of leave each year in accordance with the provisions of the FMLA as follows:

An employee who has worked for the City at least twelve (12) months, including at least 1250 hours in the last twelve (12) months, may be entitled to twelve (12) workweeks of paid/unpaid leave in any twelve (12) month period (1) to care for a newborn or newly adopted child or newly placed foster child; (2) to care for a child, parent, or spouse who has a serious or terminal health condition; or (3) to attend to a personal serious health condition.

An employee must give the Chief of Police, or designee, at least thirty (30) days written notice by completing a Leave Request Form, in advance of the anticipated date of the leave when it is to begin (14 days notice for a child's terminal illness). If the employee is unable to give the required notice, notice must be given, in writing, as soon as possible.

While on FMLA, the employee must use all accrued, but unused leave, including sick leave, vacation, compensatory time, and/or any other paid leave accrued prior to using unpaid leave.

Use of the above paid leave will apply toward the twelve (12) workweek entitlement, and is not in addition to entitlement. Upon return from the leave, the employee is entitled to return to the same, position held when the leave began unless the position would have been eliminated had the employee not been on leave.

Care for a newborn or newly adopted child or newly placed foster child. FMLA leave must be taken within twelve (12) months of the birth, adoption, or placement of a child. If both parents are employed by the City, together they are entitled to a total of twelve (12) workweeks of paid/unpaid leave under this paragraph. In the case of maternity, any leave taken prior to the birth of the child for prenatal care, or inability to work prior to the actual birth, will be assessed towards the twelve (12) workweek period.

Time loss due to disability prior to or following giving birth will be assessed towards the twelve (12) workweek period. Intermittent or reduced leave for birth or placement for adoption or foster care of a child may only be taken with Chief of Police approval. Certification by a healthcare provider may be required.

Care of a child, parent, or spouse who has a serious or terminal health condition, or to attend to a person serious health condition. Certification and/or second or third options by a healthcare provider may be required for leave approval. Recertification may be required every thirty (30) days. A fitness for duty certificate signed by the consulting physician may be required upon return from leave.

Leave may be requested and granted on an intermittent basis or on a reduced work week schedule if medically necessary. The employee must provide medical certification within fifteen (15) days of the date requested. The employee must attempt to schedule his/her intermittent or reduced leave so as not to disrupt the City's operations.

Section 7. Employees hired after 1/1/93 shall not be eligible to receive any cash payment for accrued sick leave at separation of employment for any reason. Upon certification of death of the employee, the employee's estate shall be paid 25% of the accrued, unused sick leave balance of the deceased employee at the employee's then hourly rate.

Section 8. When an employee has accumulated nine hundred and sixty (960) hours, of sick leave, sick leave shall continue to accumulate at the normal rate of eight (8) hours per month until the end of the calendar year at which time all sick time accumulated by the employee in excess of nine hundred and sixty (960) hours shall be paid at twenty five percent (25%) of the employee's then hourly base rate.

Section 9. In the event of injury or illness for which an employee receives Workers' Compensation, the employee shall be permitted to use accrued sick leave to supplement any time loss payment, proportionately, to make up any difference between the amount of the time loss check and the employee's regular semi-monthly paycheck (keeping the employee "whole"). If the total amount of sick leave payments plus time loss payments exceeds the employee's regular semi-monthly wage, the employee shall be required to "buy back" their used sick leave by submitting to the City time loss payments from the State.

When an employee suffers an injury sustained from an act of violence peculiar to the duties and responsibilities of police support employees and is temporarily, totally disabled, and unable to work as the proximate result of that on-the-job injury as covered by Workers' Compensation Industrial Insurance laws, the City shall compensate the affected employee for his/her regular basic salary (kept on salary as defined by RCW 51.32.090), as if he/she had continued to work, for a period not to exceed one thousand and forty (1,040) hours from the initial injury, or the termination of the disability, whichever comes first. This benefit shall only be granted prospectively from the date Workers' Compensation benefits are applied for, unless the employee fails to make timely application because of physical incapacitation or for reasons beyond the employee's control.

Section 10. The City shall pay a five thousand dollar (\$5,000) death benefit to the estate of a non-commissioned employee in the bargaining unit who is killed in the line of duty. Such payment shall be for funeral and related expenses.

Section 11. LEAVE FOR UNION BUSINESS. Employees shall be granted time off with approval of the Chief of Police, or designee, without pay, to attend Union functions approved by the Union.

Article 13

UNIFORM ALLOWANCE

Employees shall be on the quartermaster system and will be issued their full complement of uniforms/equipment according to the list of agreed upon items attached to this Agreement as Appendix B. The City shall replace required uniforms on an as needed basis, as determined by the Police Chief, or designee. All issued uniforms/equipment are in ownership of the City and must be returned upon retirement or departure.

All employees on the quartermaster system will be entitled to have up to four items cleaned per week.

Article 14

EMPLOYMENT PRACTICES

Section 1. LAYOFF. Personnel reductions through layoff procedures and reinstatement from such layoffs shall be based upon seniority by classification, with last hired to be first laid off. If seniority is equal, layoffs will be based upon performance as determined by the City. A laid off employee shall be eligible for rehire for a period of one (1) year after one (1) year of service and two (2) years after two (2) or more years of service. An employee who is recalled to work after layoff shall be reemployed in the same position, and at the same step in the salary range, which he/she occupied at the time of layoff. Recalled employees will retain the same seniority that they held at the time of layoff.

Section 2. SENIORITY. Whenever employees are appointed to a classification effective the same date, seniority shall be established by the earliest date of hire with the City.

Section 3 WORKING OUT OF CLASSIFICATION. Any employee who is assigned to perform the duties of a higher paying classification by the appropriate authority will be compensated for hours worked in the performance of such duties at Step 1 of the pay grade of the position being filled or the next highest step that ensures the out-of-class employee approximately a five (5) percent increase to the maximum of the out-of-class pay grade. The employee shall be compensated a minimum of four (4) hours at that higher rate. When the work performed is more than four (4) hours in duration, the employee shall be compensated for the entire shift.

Section 4. SUBCONTRACTING. In the event the City lays off a regular, full-time employee and decides to subcontract the majority of that work the employee was doing (during the period the employee retains layoff rights), the laid off employee will be given the opportunity to accept a position with the subcontractor, if possible. Notification and placement will be agreed upon between Union and City. If the laid off employee rejects the opportunity when given, such employee's rights under this provision shall cease.

Section 5. NEW TECHNOLOGY. If an employee is placed on layoff status due to new technology and a subsequent job opening occurs within the bargaining unit in that classification (or in a new classification created by such new technology), the laid off employee that qualifies for such job shall be given first consideration. Such recall rights shall be limited to the time frames set forth in Section 1 herein.

Section 6. DRUG TEST. No employee shall be required to take, or be subjected to, any random alcohol or drug testing as a condition of continued employment, except for reasonable cause or when otherwise allowed by law or any courts of competent jurisdiction. The Union shall cooperate with the City in fulfilling its obligations to comply with the Drug Free Workplace Act of 1988, and acknowledges the City's right to implement reasonable policies to assure compliance. Any employee disciplined or discharged for violation of such policy shall have the right to appeal such action through the grievance procedures.

Section 7. MILITARY LEAVE. An employee who is a member of the Washington National Guard or a Federal Reserve Military Unit is entitled to leave from his/her duties with full pay for official military duty in accordance with RCW 38.40.060. Such leaves are in addition to any other leave or vacation benefits.

Section 8. LIE DETECTOR TEST. No employee shall be required to take, or be subjected to, any lie detector test as a condition of continued employment.

Section 9. PROBATIONARY EMPLOYEES. All new employees shall serve a probationary period of twelve (12) months. The Union may not grieve the discipline or dismissal of any probationary employee. Probationary employees are entitled to Weingarten Rights if they are facing an investigatory interview that may lead to discipline.

The probationary period for employees being transferred/promoted to another position in the bargaining unit shall be six (6) months. If an employee's performance in the new position is found to be unacceptable, the employee shall be returned to the position from which the employee was promoted or transferred, if an opening exists.

Section 10. LIABILITY COVERAGE. The City will continue to provide liability coverage consistent with the terms of the City's insurance policies and/or any self-insurance program maintained by the City.

Article 15

MANAGEMENT RIGHTS

Section 1. DIRECTION OF WORKFORCE. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority, which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City, including but not limited to, the right to contract services of any and all types. The direction of its working force is

vested exclusively in the City. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign, and train employees; (c) suspend, demote, discharge, or take disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City, (f) determine methods, means, work schedules, and personnel by which such operations are to be conducted; (g) control the departmental budget and (h) take any actions necessary in conditions of emergency regardless of prior commitments and to carry out the mission of the agency; provided, however, that items (a) through (h) shall be consistent with City ordinances, personnel policies, and procedures, and may be limited by the terms of this Agreement.

Section 2. CITY RULES AND REGULATIONS. The City shall have the right to make such reasonable direction, rules, and regulations as may be deemed necessary by the City for the conduct and the management of the affairs of the City, and the Union agrees that the employees shall be bound by and obey such directions, rules, and the regulations insofar as the same do not conflict.

Section 3. APPLICATION OF POLICIES AND PROCEDURES. Rules and regulations shall be made available by the City in writing to all employees. Formal disciplinary action against an employee for violation of Police Department policies and procedures may be subject to the grievance procedure.

Article 16

GRIEVANCE PROCEDURE

Section 1. For the purpose of the Agreement, the term “grievance” means any dispute between the Employer and the Union concerning an alleged breach or violation of this Agreement.

Step 1. An alleged grievance shall be taken up with the employee’s immediate supervisor and shift commander within ten (10) business days of its alleged occurrence. The parties agree to make every effort to settle the grievance promptly at this level.

In the event the grievance is unresolved, the Union and employee shall process the grievance to Step 2 of the Grievance Procedure contained herein within ten (10) business days of the meeting with the employee’s immediate supervisor.

Step 2. The grievance shall be reduced to written form, and sent to Human Resources, by the aggrieved employee or Union Representative stating the section of the Agreement violated and explaining the grievance in detail and remedy sought. The employee and the Union representative shall present the written grievance to the Division Commander, Human Resources Director, and the Chief of Police. The Chief of Police, or designee, will conduct a meeting within five (5) business days of receipt of the written grievance. The Chief of Police shall

make a decision on the matter in writing within ten (10) business days from such meeting. Copies of the Chief's decision will be furnished to the aggrieved, the Union representative, and the Director of Human Resources. Grievances involving suspension, demotion, or discharge shall begin at Step 2.

Step 3. A grievance remaining unresolved after the decision has been rendered in Step 2 shall be transmitted to Human Resources in writing within ten (10) working days whereupon the Mayor shall conduct an investigatory hearing within five (5) business days of the receipt of the written grievance. The Mayor shall render a decision within five (5) business days of such hearing.

Step 4. Should the grievance not be resolved in Step 3 and should further consideration be desired by the grievant, a written notification requesting arbitration must be filed with the Mayor within ten (10) business days. The parties shall mutually select a disinterested third party to serve as Arbitrator. In the event the Employer and Union are unable to agree on an Arbitrator, the Arbitrator shall be selected by the process of elimination from a panel of seven (7) Arbitrators furnished by the American Arbitration Association (AAA). The order of elimination shall be determined by flip of coin. The request to AAA shall state the issue to be decided. The Arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The Arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement. The decision within the jurisdiction of the Arbitrator shall be final and binding upon both parties. The parties shall evenly divide the costs of the Arbitrator and any AAA services or charges with each party paying its own costs. If both parties desire a stenographic record, the expenses of the same shall be borne equally. If only one party desires a stenographic record then that party shall pay the costs of the preparation of its own copy and one for the Arbitrator and the declining party shall not be provided a copy.

Utilization of the grievance procedure (including arbitration) by the Union, or any employee, shall constitute an election of remedies and a waiver of any and all rights by the appealing employee, Union, and all persons it represents, to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter in any court or other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

Section 2. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Pending final decision of any grievance by any of the above procedures, work shall continue without interruption.

If the Union steward or employee contacts the employee's supervisor within the Step 1 timeframes and orally identifies an issue as a grievance, the grievance shall be considered timely. The Union or employee shall reduce such grievance to writing as soon thereafter as possible, if the issue is not resolved.

Section 3. Any grievance that involves or affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the Chief of Police as set forth in Step 2 of the grievance procedure, and processed as set forth therefrom.

Section 4. Election of Remedy – An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. In the event the grievance is unresolved after the Step 1 meeting, the Union and/or employee shall determine whether to appeal the grievance through the Civil Service Commission or process the grievance to Step 2 of the grievance procedure contained herein within five (5) days of the meeting with the employee's immediate supervisor. Should the employee choose to file an appeal with the Civil Service Commission, the employee shall provide the Employer and the Union with written notice of such election.

If an employee chooses to appeal through the Civil Service Commission, he/she shall not be represented by the Union. The employee and/or Union must comply with the time requirements for submitting an appeal and/or grievance as provided for in the Agreement or applicable rules.

Article 17

STRIKES OR LOCKOUTS

During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work strike of any kind, including a sympathy strike, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by employees under this Agreement, against the City.

The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. Any concerted action by any employee shall be deemed a work stoppage if any of the above activities has occurred.

The City may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the City. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article. During the term of this Agreement, the City shall not cause, permit, or engage in any lockout of its employees. The employee, Union, and City shall comply with applicable State Law pertaining to strikes or lockouts.

Article 18

BULLETIN BOARDS

The City shall permit the reasonable and lawful use of bulletin boards by the Union for the posting of notices relating to official Union business.

Article 19

LEGALITY OF NEGOTIATED AGREEMENT

Should any term or provision of this Agreement be in conflict with any State or Federal statute or other applicable law or regulation binding upon the Employer, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Agreement will continue to full force and effect. No City Ordinance or Resolution shall modify or change any Article of this Agreement during the life of this Agreement.

If any Article or Section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Article 20

ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions. However, additions, deletions, and/or modifications to this Agreement may be made during its term by mutual agreement of the parties. Such agreements shall be supplemental to this Agreement, signed and dated by both parties.

Article 21

RETENTION OF BENEFITS

This Agreement shall not operate to reduce any benefits not specified in this Agreement, which are currently enjoyed by any of the employees in the bargaining unit.

1. Less than one (1) full day's compensatory time off may be taken with verbal approval of the Shift Commander or Unit Commander.

2. Availability to the Chief of Police or other administrative personnel by an individual employee, under appropriate circumstances, need not follow chain of command.
3. Direct access to the Chief of Police or other administrative personnel by the Union representatives shall be permitted to discuss employer-employee problems with the chain of command.

Article 22

INVESTIGATIONS, INTERROGATIONS, AND APPLICATION OF DISCIPLINE

Employees subject to investigation of alleged wrongdoing will be notified in writing of the outcome of the investigation and finding within forty-eight (48) hours after completion of such investigation and finding.

Employee Protection. All employees within the bargaining unit shall be entitled to the following protection, which shall be consistent with the policies and procedures of the City of Auburn. The wide ranging powers and duties given to the employer and employees involve them in all manner of contracts and relationships with the public and other City of Auburn employees.

Application of Discipline. Any formal discipline of employees shall be applied by the Chief of Police, or his/her designees. Discipline shall include, but not necessarily be limited to, oral warnings, written warnings, suspensions, demotions, or discharge for just cause. No employee covered by this Agreement shall formally discipline another employee, except an employee in the bargaining unit who is formally vested with such authority by the Chief of Police, or his/her designee.

An employee subject to discipline shall be afforded the right to have the Union Steward and/or Union representative present, if requested by the employee.

Employee warning letters shall be provided to the employee and the Union, when requested by the employee.

Investigations and Interrogations.

- A. The employee shall be informed in writing of the nature of the investigation and whether he/she is a witness or a suspect before any interrogation commences, including information necessary to reasonably apprise him/her of allegations of such complaint.
- B. Any interrogation of an employee shall be at a reasonable hour, when employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime.

- C. The interrogation (which shall not violate the employee's Constitutional rights) shall take place at a City facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with the Union Steward and/or Union Business Representative before being interrogated. The Union Steward and/or a Union Business Representative shall be present during the interrogation, if requested by the employee, but may not participate in the interrogation except to counsel the employee in private.
- D. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions, as he/she shall request for personal necessities, telephone calls, and counseling.
- E. The employee shall not be subjected to any offensive language, nor shall he/she be treated with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

All employees may request an attorney of their choosing to be present during a department investigation. The cost of such attorney shall be paid by the employee.

Article 23

CIVIL SERVICE COVERAGE

The parties hereby agree that full-time employees of the City of Auburn Police Department in the classifications of Police Services Receptionist; Police Services Specialist; Parking Control Attendant; Police Services Specialist Supervisor; Animal Control Officer; and Evidence ID Technician; (collectively "Employees") will be covered by City of Auburn Civil Service Rules in accordance with the provisions of Washington State Law (RCW 41.12.050), except as otherwise set forth herein.

The parties agree the following Civil Service Rules shall *not* apply to the employees:

Civil Service Rules 6.01, 6.02, and 6.03. Classifications and reclassifications will continue to be performed pursuant to City policy.

Civil Service Rule 9. Pre-employment examinations, including medical examinations, psychological examinations, background checks, etc., will continue to be performed pursuant to City policy.

Civil Service Rule 12.01. The probationary period for transfers and promotions, which is set forth in Article 14, Section 9, of the Agreement shall remain in effect.

Civil Service Rule 14 and its subparts. Management rights as provided for in Article 15 of the Agreement, and all of its subparts, shall remain in effect.

Civil Service Rule 15. Leaves of absences shall continue to be governed by the Agreement and City policy.

Civil Service Rules 16.07, 16.08, and 16.09. Article 14, Section 9, of the Agreement shall apply to the discipline or discharge of a probationary employee.

Article 24

TERMS OF AGREEMENT

Section 1. This Agreement is effective January 1, 2025, and shall remain in full force and effect through December 31, 2027. Pursuant to the provisions of RCW 41.56, the City agrees to commence negotiations with the Union within one (1) month of receiving the Union's request to bargain for the purpose of negotiating wages, hours, and other terms and conditions of employment for employees covered by this Agreement.

Signed this _____ day of _____, 2026, at
Auburn, Washington.

City of Auburn

Auburn Police Support Guild

By: _____
Mayor

By: _____
Business Representative

By: _____
Director of Human Resources/
Risk Management

By: _____
City Clerk

Approved As To Form:

By: _____
City Attorney

Appendix “A”

STRAIGHT-TIME HOURLY RATE OF PAY

Effective January 1, 2025, the employees represented by this Agreement shall receive wage increases of 4%. Additionally, the Animal Control Officers shall receive a market adjustment of 5.5% for a total of 9.5%. The Evidence Technicians shall receive a 9.7% market adjustment for a total of 13.7%. The Police Services Specialists shall receive an 11% market adjustment for a total of 15%. The Police Services Supervisors shall receive a 5.75% market adjustment for a total of 9.75%. The Parking Enforcement Officers shall receive a 12.6% market adjustment for a total of 16.6%.

Effective January 1, 2026, a minimum increase of 3%. If the Seattle-Tacoma-Bellevue CPI-W (June to June of the previous year) is greater than 3%, the City will increase wages by an amount equal to the CPI-W, up to a cap of 5%.

Effective January 1, 2027, a minimum increase of 3%. If the Seattle-Tacoma-Bellevue CPI-W (June to June of the previous year) is greater than 3%, the City will increase wages by an amount equal to the CPI-W, up to a cap of 5%.

If the annual cost-of-living adjustment (COLA) for non-represented employees exceeds the increase specified in this agreement for 2026 and 2027, the wage scale for employees covered under this agreement shall be adjusted to match the COLA applied to non-represented employees.

Appendix “B”

This appendix lists all uniform and equipment items for all Police Services, Evidence/ID Technicians, Animal Control, and the Parking Enforcement Officer staff members.

QUARTERMASTER SYSTEM (LIST OF UNIFORM AND EQUIPMENT ITEMS)

Receptionist/Police Services Specialist/Supervisors:

Four shirts with embroidered nametags (combination of short and long sleeve)

Four pair uniform trousers

One sweater, jacket, or vest

One pair of shoes or boots (Voucher method up to \$125 per year, to be replaced as needed)

One leather or nylon pants belt

One Auburn Police Identification Card

Evidence Technician Staff:

Four long sleeve uniform shirts

Four short sleeve uniform shirts

Four pair uniform trousers

One uniform sweater (Command Crew-neck)

One uniform coverall

One baseball style cap

One winter uniform jacket

One metal name plate – magnetic attachment – for uniform shirt

One official badge

One pair shoes – black leather, polished toe and heel (Voucher method up to \$100)

One pair boots – black leather, polished toe and heel (Voucher method up to \$250)

One leather or nylon pants belt

One pair black leather gloves

One Auburn Police Department patch (baseball cap size)

Two Auburn Police shoulder patches for each shirt

Two Auburn Police shoulder patches for winter jacket

One fleece jacket

One Auburn Police Identification Card

Parking Enforcement Officers:

Six Uniform Shirts – At least one (1) must be long sleeve

Four pair of uniform trousers

One baseball style cap

One winter uniform jacket

One rain coat – yellow

One reflective vest

One uniform nylon windbreaker jacket
One clip-on style tie
One Auburn style Police tie clip
One name plate, metal for uniform shirt
One official badge
One pair shoes – black leather, polished toe and heel (Voucher method up to \$100)
One pair boots – black leather, polished toe and heel (Voucher method up to \$250)
One duty equipment belt
One nylon or pants belt
Four belt keepers
One pair black leather gloves
One pair winter black leather gloves
One portable radio holder
One flashlight with belt holder
One folding knife with belt holder
One hazmat glove holder for duty belt
One metal citation holder
One holder for “officer daily log book”
One nylon gear bag
One metal forms holder
One nylon key holder
One Auburn Police Identification Card
One pair gortex rain pants
One stripe of appropriate served years stripes for left sleeve of each long sleeved shirt
Two Auburn Police shoulder patches per shirt
Two Auburn Police shoulder patches per sweater
Two Auburn Police shoulder patches per winter jacket
One ballistic vest

Animal Control Officer:

One jacket with hood
Two jumpsuits
Three name badges
Three position badges
Three official Auburn PD badges
One baseball cap
One pair boots
One belt
One underbelt
One cell phone pouch
One glove pouch
One baton with holster
One department cell phone
Twelve belt keepers (6 per jumpsuit)
One key keeper

One dog-handler gloves
One radio with holster and microphone
One flashlight with charger and holster
One go bag
Six Auburn Police shoulder patches (2 per garment)
Three back labels of "Animal Control" (1 per garment)