



**City Council
Regular Meeting
June 2, 2025 - 7:00 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

- A. The Auburn City Council Meeting scheduled for Monday, June 2, 2025, at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 205 0468

Toll Free: 888 475 4499

Zoom: <https://us06web.zoom.us/j/84543913858>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. National Gun Violence Awareness Day
Mayor Backus to proclaim June 6, 2025, as "National Gun Violence Awareness Day" in the City of Auburn
- B. LGBTQIA+ Pride Month
Mayor Backus to proclaim June 2025 as "LGBTQIA+ Pride Month" in the City of Auburn

AGENDA MODIFICATIONS

AUDIENCE PARTICIPATION

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

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

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

Please mail written comments to:
City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

Please fax written comments to:
Attn: Shawn Campbell, City Clerk
Fax number: 253-804-3116

Email written comments to: publiccomment@auburnwa.gov

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

CORRESPONDENCE

COUNCIL AD HOC COMMITTEE REPORTS

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

- A. Council Rules of Procedure Ad Hoc Committee (Baldwin)

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 May 19, 2025, City Council Meeting
- B. Minutes from the May 27, 2025, Study Session Meeting
- C. Setting the date for a Public Hearing for the 2026-2031 Transportation Improvement Program (Gaub)
- D. Claims Vouchers (Thomas)
Claims voucher list dated May 21, 2025 which includes voucher numbers 479840 through voucher 479969, in the amount of \$5,501,661.87, 14 electronic fund transfers in the amount of \$10,701.48 and one wire transfer in the amount of \$10,000.00

- E. Payroll Voucher (Thomas)
Payroll check numbers 539687 through 539692 in the amount of \$692,136.88, electronic deposit transmissions in the amount of \$2,634,449.07, for a grand total of \$3,326,585.95 for the period covering May 15, 2025 to May 28, 2025

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

- A. Ordinance No. 6979 (Whalen)
An Ordinance relating to parking and adding a new Section, 10.36.135, to the Auburn City Code

(RECOMMENDED ACTION: Move to approve Ordinance No. 6979.)

- B. Ordinance No. 6981 (Gaub)
An Ordinance relating to Commute Trip Reduction, and amending Chapter 10.02 of the Auburn City Code

(RECOMMENDED ACTION: Move to approve Ordinance No. 6981.)

RESOLUTIONS

- A. Resolution No. 5829 (Krum)
A Resolution approving the South King Housing and Homelessness Partners 2026 Work Plan and 2026 Operating Budget

(RECOMMENDED ACTION: Move to adopt Resolution No. 5829.)

- B. Resolution No. 5831 (Gaub)
A Resolution adopting the 2025-2029 Commute Trip Reduction Plan

(RECOMMENDED ACTION: Move to adopt Resolution No. 5831.)

- C. Resolution No. 5832 (Gaub)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and Valley Regional Fire Authority for Geographical Information System services

(RECOMMENDED ACTION: Move to adopt Resolution No. 5832.)

- D. Resolution No. 5834 (Krum)
A Resolution approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee and authorizing the Mayor to execute associated agreements for the purpose of Tourism

(RECOMMENDED ACTION: Move to adopt Resolution No. 5834.)

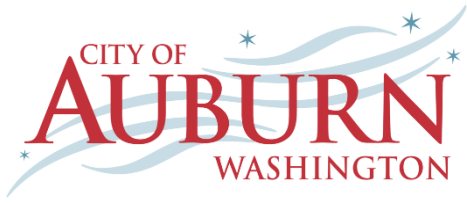
MAYOR AND COUNCILMEMBER REPORTS

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

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

ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the May 19, 2025, City Council Meeting

Meeting Date:

June 2, 2025

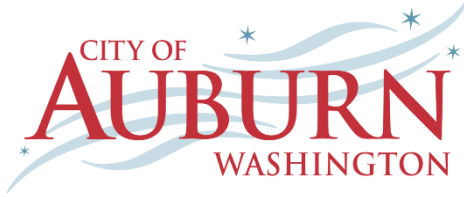
Department:

City Council

Attachments:

05-19-2025 Minutes

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



**City Council
Regular Meeting
May 19, 2025 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Councilmembers present: Deputy Mayor Cheryl Rakes, Hanan Amer, Kate Baldwin, Lisa Stirgus, Clinton Taylor, and Tracy Taylor. Councilmember Yolanda Trout-Manuel was excused.

Mayor Nancy Backus and the following staff members present included: Senior City Staff Attorney Taryn Jones, Chief of Police Mark Caillier, Director of Community Development Jason Krum, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, and Deputy City Clerk Hannah Scholl.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. Brandon Mohler
Recognizing Mr. Mohler for his work on the Marshallese Canoe Carving Project

Consultant Bailey introduced Brandon Mohler, Manager of the State Department of Natural Resources, Wilson Jimna, President of the Washington

Marshallese Association, and Erik Parker, Chemist for Weyerhaeuser and expressed her gratitude for their hard-work on the Marshallese Canoe Carving Project.

Mayor Backus proclaimed May 19, 2025, as Brandon Mohler Day in the City of Auburn.

Brandon thanked Pat Bailey for her support.

B. 2025 Goodwill Ambassadors for the City of Auburn

Mayor Backus proclaimed Chandler Groce, Miss Auburn 2025, and Malia Watanabe-Collier, Miss Auburn's Teen 2025, as Goodwill Ambassadors for the City of Auburn.

Chandler and Malia both thanked the Mayor and Councilmembers for all their support. They each spoke about their initiatives as Miss Auburn and Miss Auburn's Teen.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

AUDIENCE PARTICIPATION

Yuval Fleming, Auburn

Yuval expressed his appreciation for Auburn's diverse community and expressed his concerns regarding traffic safety and the Transportation Advisory Board vacancies.

CORRESPONDENCE

There was no correspondence for Council to review.

COUNCIL AD HOC COMMITTEE REPORTS

A. Council Rules of Procedure Ad Hoc Committee (Baldwin)

Councilmember Baldwin, Chair of the Council Rules of Procedure Ad Hoc Committee, reported that the Ad Hoc has completed their first draft of revisions and that it will be brought forward at the May 27, 2025, Study Session Meeting.

CONSENT AGENDA

- A. Minutes from the May 1 and 2, 2025, Special City Council Meetings
- B. Minutes from the May 5, 2025, Regular City Council Meeting
- C. Minutes from the May 12, 2025, Study Session Meeting

- D. Claims Vouchers (Thomas)
One wire transfer dated May 6, 2025, in the amount of \$620,203.64
 - E. Claims Vouchers (Thomas)
Claims voucher list dated May 7, 2025, which includes voucher numbers 479697 through voucher 479725, and voucher 479727 through voucher 479812, in the amount of \$5,284,477.85, eleven electronic fund transfers in the amount of \$28,009.83 and five wire transfers in the amount of \$284,559.85
 - F. Claims Vouchers (Thomas)
Claims voucher list dated May 7, 2025, which includes voucher number 479726, in the amount of \$5,226.46
 - G. Claims Vouchers (Thomas)
Claims voucher list dated May 14, 2025, which includes voucher numbers 479813 through voucher 479839, in the amount of \$964,008.22
 - H. Payroll Voucher (Thomas)
Payroll check numbers 539679 through 539686 in the amount of \$85,460.22, electronic deposit transmissions in the amount of \$2,820,738.91, for a grand total of \$2,906,199.13 for the period covering May 1, 2025, to May 14, 2025
 - I. Public Works Project No. CP2117 (Gaub)
City Council to approve an increase of \$110,000.00 in the total maximum authorized contract amount for Public Works Contract No. 23-19; Construction of Project No. CP2117, A Street Loop
 - J. Public Works Project No. CP2317 (Gaub)
City Council to approve an increase of \$150,000.00 in the total maximum authorized contract amount for Public Works Contract No. 24-18; Construction of Project No. CP2317, 2024 Neighborhood Improvements
- Deputy Mayor Rakes moved and Councilmember C. Taylor seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ORDINANCES

- A. Ordinance No. 6974 (Gaub)
An Ordinance granting to Level 3 Communications, LLC, a Franchise for Fiber Optic Telecommunications

Councilmember T. Taylor moved and Deputy Mayor Rakes seconded to approve Ordinance No. 6974.

MOTION CARRIED UNANIMOUSLY. 6-0

- B. Ordinance No. 6975 (Thomas)
An Ordinance amending the City's 2025-2026 Biennial Budget

Councilmember Baldwin moved and Councilmember C. Taylor seconded to approve Ordinance No. 6975.

MOTION CARRIED UNANIMOUSLY. 6-0

MAYOR AND COUNCILMEMBER REPORTS

- A. From the Council

Deputy Mayor Rakes reported she attended the Petpalooza event and the Municipal Services Special Focus Area (SFA) meeting.

Councilmember Amer reported she attended the Law Enforcement Officers' and Firefighters' (LEOFF) Board Conference and the Valley Regional Fire Authority (VRFA) Board meeting.

Councilmember Baldwin reported she attended the Council Rules Ad Hoc Committee meeting, the Public Works and Community Development SFA meeting, and the Master Builders Association event.

Councilmember Stirgus reported she attended the Rotary Club of Auburn meeting and the King County Children's Youth Advisory Board meeting.

Councilmember T. Taylor reported she attended the Green River Hanford Award Committee meeting, VRFA Board of Governance meeting, and the Public Works and Community Development SFA meeting.

- B. From the Mayor

Mayor Backus reported she attended the Kick-Off Meeting for Security Emphasis Site Coordination Sub-Committee Transit Public Safety Task Force, Business Connect Event at Muckleshoots Smoke & Cedar Restaurant, Public Employee Appreciation Week Ice Cream Day, Celebration for King County Councilmember Pete von Reichbauer's 30 years of service, Coffee Hour at the

Senior Center, Sikh Community Khalsa Day event at Showare Center, Petpalooza event, and Don Stevensons' Memorial Service.

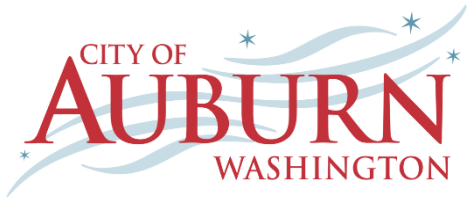
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:41 p.m.

APPROVED this 2nd day of June 2025.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the May 27, 2025, Study Session Meeting

Meeting Date:

June 2, 2025

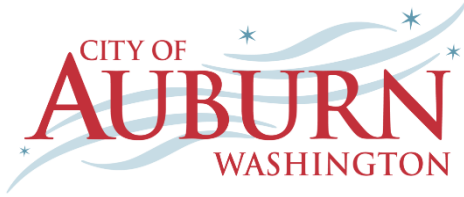
Department:

City Council

Attachments:

05-27-2025 Minutes

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



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

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Cheryl Rakes, Hanan Amer, Kate Baldwin, Lisa Stirgus, Clinton Taylor, and Yolanda Trout-Manuel. Councilmember Tracy Taylor was excused.

Mayor Nancy Backus and the following staff members present included: Deputy City Attorney Paul Byrne, Assistant Chief of Police Samuel Betz, Director of Community Development Jason Krum, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Director of Parks, Arts, and Recreation Julie Krueger, Senior Traffic Engineer James Webb, Transportation Systems Engineer Bryce Beason, Transportation Planner Veronica Bean, South King Housing and Homelessness Partners (SKHHP) Executive Manager Claire Goodwin, and Deputy City Clerk Hannah Scholl.

EXECUTIVE SESSION

Deputy Mayor Rakes adjourned into Executive Session at 5:37 p.m. for 5 minutes per RCW 42.30.110(1)(g) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. Mayor Backus, Councilmembers, and Deputy City Attorney Byrne were required to attend.

Deputy Mayor Rakes reconvened the meeting at 5:45 p.m.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. 2024 State of Our Streets (SOS) Report (Gaub) (15 Minutes)

Councilmember Baldwin, Vice Chair of the Public Works and Community Development Special Focus Area, chaired this portion of the meeting.

Engineer Beason provided Council with an overview of the 2024 State of Our Streets report, including definitions, the Pavement Condition Index (PCI), treatment times, and a summary of the 2024 street conditions.

Engineer Webb provided Council with an overview of the Local Street Program funding and the Arterial/Collector Program funding.

Engineer Beason provided Council with an overview of the Local Street Preservation and Arterial/Collector Projects completed in 2024, future Local Street Preservation and Arterial/Collector Projects, and next steps.

Council discussed street conditions and potholes.

B. Transportation Impact Fee Program Overview (Gaub) (20 Minutes)

Assistant Director Sweeting and Engineer Webb provided Council with an overview of the Traffic Impact Fee (TIF) Program, including the purpose and need for TIF, development of rates, and funding sources. They also discussed projects completed through TIF funding, the history of the program, fee rates, credits, other jurisdiction TIF programs, updates to the program, and next steps.

Council discussed peak times, fee rates, and adoption of the program.

Councilmember Amer raised a Point of Order regarding Councilmember Baldwin's comments to staff. Councilmember Baldwin said the point was well taken.

C. 2026-2031 Transportation Improvement Program (Gaub) (20 Minutes)

Engineer Webb provided Council with an overview of the 2026-2031 Transportation Improvement Program including the annual update, projects

proposed to be removed and added, new projects, and funding. He also provided an overview of the Transportation Benefit District including funding, reporting requirements, project status, and next steps.

Council discussed septic tanks and fees.

Deputy Mayor Rakes recessed the meeting for 5 minutes at 7:22 p.m. She reconvened the meeting at 7:27 p.m.

D. Commute Trip Reduction Plan and Code Updates (Gaub) (30 Minutes)

Planner Bean provided Council with an overview of the Commute Trip Reduction Plan and Code Update including history, affected businesses, required Washington State Department of Transportation (WSDOT) plan update, performance targets, community engagement, alignment with other plans, Code updates, and next steps.

Council discussed transportation types, community engagement, State Code, ORCA cards, and the I-Line.

AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6979 (Whalen) (5 Minutes)

An Ordinance relating to parking and adding a new Section, 10.36.135, to the Auburn City Code

Deputy City Attorney Byrne provided Council with an overview of Ordinance No. 6979 including parking in City parks.

B. Resolution No. 5829 (Krum) (10 Minutes)

A Resolution approving the South King Housing and Homelessness Partners 2026 Work Plan and 2026 Operating Budget

Executive Manager Goodwin provided Council with an overview of Resolution No. 5829 including member jurisdictions, mission statement, 2026 Work Plan development process, and the 2026 Work Plan goals. She also discussed the 2026 Operating Budget including revenue, expenses, and operating contributions by Member jurisdiction populations.

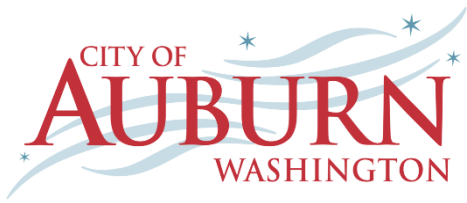
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:09 p.m.

APPROVED this 2nd day of June 2025.

CHERYL RAKES, DEPUTY MAYOR

Hannah Scholl, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Setting the date for a Public Hearing for the 2026-2031 Transportation Improvement Program (Gaub)

Meeting Date:

June 2, 2025

Department:

Public Works

Attachments:

None

Budget Impact:**Administrative Recommendation:**

City Council to set the date of the Public Hearing for the 2026-2031 Transportation Improvement Program as June 16, 2025, at 7:00pm.

Background for Motion:**Background Summary:**

The City Council is asked to set a time and date for a Public Hearing to adopt the Six-Year Transportation Improvement Program (TIP). The Public Hearing is proposed to be held on June 16, 2025, during the City Council Meeting.

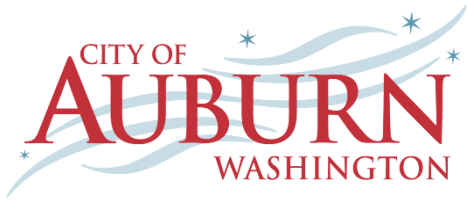
The TIP is a multi-year planning tool and document for the development of Transportation Facilities within the City, and does not represent a financial commitment by the City. Once the TIP is approved, projects are budgeted and funded through the City's Biennial Budget. The TIP sets priorities for the allocation of secured and unsecured funding and is a prerequisite of most grant programs. Staff also uses the TIP to coordinate future transportation projects with needed utility improvements. Resolution No. 5680, adopted in 2022, established that Transportation Benefit District (TBD) funded projects will be identified in the TIP and that the TIP will serve as the City's financial plan for TBD-funded projects.

RCW 35.77.010 requires that the TIP is amended by June 30 each year.

A summary of the proposed changes was presented at City Council Study Session on May 27, 2025.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)
Claims voucher list dated May 21, 2025 which includes voucher numbers 479840 through voucher 479969, in the amount of \$5,501,661.87, 14 electronic fund transfers in the amount of \$10,701.48 and one wire transfer in the amount of \$10,000.00

Meeting Date:

June 2, 2025

Department:**Attachments:**

None

Budget Impact:**Administrative Recommendation:**

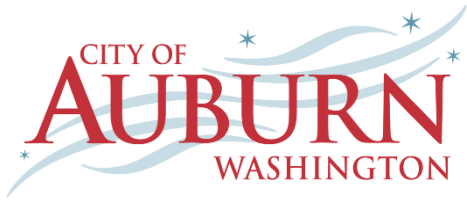
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated May 21, 2025 which includes voucher numbers 479840 through voucher 479969, in the amount of \$5,501,661.87, 14 electronic fund transfers in the amount of \$10,701.48 and one wire transfer in the amount of \$10,000.00.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)
Payroll check numbers 539687 through 539692 in the amount of \$692,136.88, electronic deposit transmissions in the amount of \$2,634,449.07, for a grand total of \$3,326,585.95 for the period covering May 15, 2025 to May 28, 2025

Meeting Date:

June 2, 2025

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

Department:**Attachments:****Budget Impact:**

None

Administrative Recommendation:

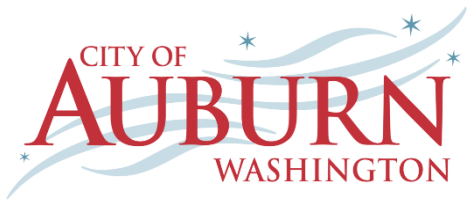
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539687 through 539692 in the amount of \$692,136.88, electronic deposit transmissions in the amount of \$2,634,449.07, for a grand total of \$3,326,585.95 for the period covering May 15, 2025 to May 28, 2025.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6979 (Whalen)

An Ordinance relating to parking and adding a new Section, 10.36.135, to the Auburn City Code

Meeting Date:

June 2, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6979.)

Department:

Legal

Attachments:

Ordinance No. 6979, Ordinance
No. 6979 - Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 6979.

Background for Motion:

This Ordinance would give authority to parking enforcement to ticket violators who park across several stalls designated for park patrons. It also serves as a basis for Human Services to contact violators and encourage them to avail themselves of Human Services resources.

Background Summary:

Staff has noticed an increased use of parking lot stalls designated for use of park patrons by individuals who are housing insecure. Their vehicles are often oversized and parked across several stall lines. A review of the Auburn City Code revealed a gap in enforcement authority.

Councilmember: Yolanda Trout-Manuel

Staff: Jason Whalen

ORDINANCE NO. 6979

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO PARKING AND ADDING A NEW SECTION, 10.36.135, TO THE AUBURN CITY CODE

WHEREAS, Recreational vehicles (RVs) often park across multiple stalls in parking lots designated for City parks, which interferes with normal use and enjoyment of said parks ; and

WHEREAS, Auburn City parks are not equipped to handle the waste associated with individuals residing in RVs, to wit: solid waste, garbage, lack of water service; and

WHEREAS, City code currently does not regulate use of parking lots adjacent to and designated for City parks.

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

Section 1. Amendment to City Code. A new Section 10.36.135 is added to Chapter 10.36 of the Auburn City Code, entitled “Parking in Parking Lots Adjacent to City-owned Parks” as reads as shown in Exhibit A.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

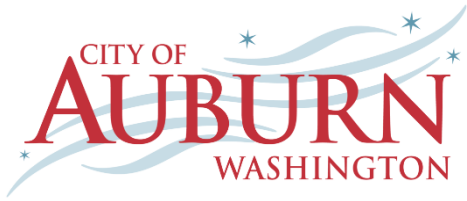
Published: _____

10.36.135 Parking in Parking Lots Adjacent to City-owned Parks

All vehicles utilizing a parking lot adjacent to a City-owned park or parking lot designated for use of park patrons shall park within the lines or markings so established, and as outlined in this section.

- A. In any place where parallel parking is permitted or required, it is unlawful to park a vehicle with the right wheels of the vehicle, or either of them, more than one foot from the curb nearest the vehicle.
- B. In any place where angle parking is permitted or required, it is unlawful to angle park a vehicle otherwise than with the right front wheel abutting against and touching the curb immediately in front of such vehicle where there is such a curb.
- C. Where angle parking is designated by lines drawn on the pavement or curbs, all vehicles shall be angle parked in such a manner that the entire portion of such vehicle is located within the stall or parking space designated by such lines.
- D. No person shall parallel park a vehicle at any location designated as a location for angle parking, nor angle park a vehicle at any location designated as a location for parallel parking.
- E. On portions of the lot where angle parking is allowed, it is unlawful to angle park a vehicle the length of which exceeds 20 feet over all.
- F. No person shall park any recreational vehicle, as defined in ACC [10.36.020](#), and referred to hereafter as “RV” in the indicated lots under this section more than 24 hours.

The penalty for parking in violation of this section shall be a fine of \$50.00 per violation, in addition to other costs and assessments provided by law. A violation of this section shall be considered a parking infraction and shall be processed in accordance with the state statutes, court rules and city ordinances regarding parking infractions. Each calendar day during which a violation occurs shall constitute a separate infraction, and each instance when a recreational vehicle or trailer parks at a location in violation of this section shall be a separate violation. RVs parked in violation of this section are subject to impoundment pursuant to ACC [10.36.360](#).



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6981 (Gaub)
An Ordinance relating to Commute Trip Reduction, and amending Chapter 10.02 of the Auburn City Code

Meeting Date:

June 2, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6981.)

Department:

Public Works

Attachments:

Ordinance No. 6981, Ordinance
6981 Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 6981.

Background for Motion:

This Ordinance provides an update to Chapter 10.02, Commute Trip Reduction (CTR) Plan, of the Auburn City Code, due to changes in CTR policies set forth by the Washington State Transportation Demand Management (TDM) Technical Committee and updates to the City's CTR Plan and practices.

Background Summary:

Commute Trip Reduction is a State law, set forth in RCW 70A.15.4000 through 70A.15.4110, that aims to reduce traffic congestion, thereby reducing the consumption of fossil fuel and improving air quality. The law requires that affected jurisdictions, of which Auburn is one, to adopt local commute trip reduction ordinances. City Council originally passed Chapter 10.02, Commute Trip Reduction (CTR) Plan, in 1991, with subsequent updates in 1999 and 2010.

This Ordinance was reviewed at the May 27, 2025, Council Study Session and authorizes updates to Chapter 10.02, Commute Trip Reduction (CTR) Plan, of the Auburn City Code (ACC). Since the last update of ACC 10.02, in 2010, there have been changes to State Policies for the administration and implementation of CTR, as set forth by the Washington State Transportation Demand Management (TDM) Technical Committee. In addition, most of the RCW numbers referenced in ACC 10.02 have changed since the 2010 update. Finally, because of these changes, current CTR practices have changed over the past 15 years. The changes proposed to ACC 10.02 reflect all of these changes.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

ORDINANCE NO. 6981

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, RELATING TO COMMUTE TRIP
REDUCTION, AND AMENDING CHAPTER 10.02 OF THE
AUBURN CITY CODE**

WHEREAS, motor vehicle traffic is a major source of air pollution, which causes significant harm to public health and degrades the quality of the environment; and

WHEREAS, increasing motor vehicle traffic aggravates traffic congestion in the City of Auburn; and

WHEREAS, traffic congestion imposes significant costs on City businesses, government, and individuals in terms of lost working hours and delays in the delivery of goods and services, as well as making the City a less desirable place to live, work, visit, and do business; and

WHEREAS, decreasing the demand for vehicle trips is a significantly less costly method of reducing traffic congestion and vehicle pollution than constructing new transportation facilities; and

WHEREAS, RCW 70A.15.4020 sets forth state policy on commute trip reduction; and

WHEREAS, Auburn City Code Chapter 10.02, Commute Trip Reduction (CTR) Plan was adopted pursuant to RCW 70.94.527 (recodified as RCW 70A.15.4020); and

WHEREAS, changes to the procedures set forth for Commute Trip Reduction by the Washington State Transportation Demand Management Technical Committee has made revisions to the Auburn City Code necessary; and

WHEREAS, adoption of this Ordinance will promote the public health, safety, and general welfare within the City of Auburn and the region; and

WHEREAS, the Washington State Transportation Demand Management Technical Committee has approved the City of Auburn Draft Commute Trip Reduction Plan,

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

Section 1. Amendment to City Code. That Chapter 10.02, Commute Trip Reduction (CTR) Plan, of the Auburn City Code is amended to read as shown in Exhibit A.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

Chapter 10.02

COMMUTE TRIP REDUCTION (CTR) PLAN

Sections:

10.02.005	Findings.
10.02.010	Definitions.
10.02.015	<u>Administration office</u>
10.02.020	Commute trip reduction goals.
10.02.030	<i>Repealed.</i>
10.02.040	City of Auburn CTR plan.
10.02.050	Responsible agency.
10.02.060	Applicability.
10.02.070	Requirements for employers.
10.02.080	Recordkeeping.
10.02.090	<i>Repealed.</i>
10.02.095	Program review and modifications.
10.02.100	Requests for exemptions or goal modifications of CTR requirements.
10.02.110	Commute trip reduction certificate of leadership.
10.02.120	Appeals.
10.02.130	Enforcement.

10.02.005 Findings.

The eCity of Auburn recognizes the importance of increasing individual citizens' awareness of air quality, energy consumption, and traffic congestion and the contribution individual actions can make toward addressing these issues. (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999.)

10.02.010 Definitions.

For the purpose of this chapter, the following definitions shall apply in the interpretation and enforcement of this chapter:

- A. "Affected employee" means a full-time employee of an affected employer who is scheduled to begin their regular work day at a single worksite between 6:00 a.m. and 9:00 a.m., inclusive, on two or more weekdays per week for at least 12 continuous months, and who is not an independent contractor. Seasonal agricultural employees, including seasonal employees of processors of agricultural products, are excluded from the count of affected employees.

Employees who telework full-time, part-time, or occasionally, are considered an affected employee unless they meet all of the following conditions:

1. Work from home or a site near home, and

2. Come to the worksite once per year or less, and

A-3. Live more than 150 miles from their worksite.

- B. "Affected employer" means a public or private employer that, for 12 continuous months, employs 100 or more full-time employees at a single worksite who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m., inclusive, on two or more weekdays. Construction worksites, when the expected duration of the construction is less than two years, are excluded from this definition.
- C. "Alternative mode" means any type of commute transportation other than that in which the single-occupant motor vehicle is the dominant mode, including telecommuting and compressed work weeks, if they result in reducing commute trips.
- D. "Alternative work schedules" means programs such as compressed work weeks that eliminate work trips for affected employees.
- E. "Base year" means the 12-month period which commences when a major employer is determined by the City to be participating within the CTR program. The city uses this 12-month period as the basis upon which it develops commute trip reduction goals.
- F. "Base year survey" or "baseline measurement" means the survey, during the base year, of employees at a major employer worksite to determine the drive-alone rate and vehicle miles traveled per employee at the worksite. The eCity uses this measurement to develop commute trip reduction goals for the major employer. The baseline measurement must be implemented in a manner that meets the requirements specified by the eCity.
- G. "Carpool" means a motor vehicle, including a motorcycle, occupied by two to six people ~~of at least 16 years of age~~ traveling together for their commute trip that results in the reduction of a minimum of one motor vehicle commute trip.
- H. "City" means the eCity of Auburn.
- I. "Commute trips" mean trips made from an employee's-worker's home to a worksite with a regularly scheduled arrival time of 6:00 a.m. to 9:00 a.m., inclusive, on weekdays.
- J. "CTR" is the abbreviation of commute trip reduction.
- K. "CTR plan" means the eCity's plan to regulate and administer the CTR programs of affected employers within its jurisdiction.

L. “CTR program” means an employer’s strategies to reduce affected employees’ drive-alone commutes ~~and average VMT per employee~~.

~~M. “Commute trip vehicle miles traveled per employee” means the sum of the individual vehicle commute trip lengths in miles over a set period divided by the number of full-time employees during that period.~~

~~N.M.~~ “Compressed work week” means an alternative work schedule in accordance with employer policy that regularly allows a full-time employee to eliminate at least one work day every two weeks by working longer hours during the remaining days, resulting in fewer commute trips by the employee. This definition is primarily intended to include weekly and biweekly arrangements, the most typical being four 10-hour days or 80 hours in nine days, but may also include other arrangements. Compressed work weeks are understood to be an ongoing arrangement.

~~O.N.~~ “Custom bus/buspool” means a commute bus service arranged specifically to transport employees to work.

~~P.O.~~ “Dominant mode” means the mode of travel used for the greatest distance of a commute trip.

~~Q.P.~~ “Drive alone” means a motor vehicle occupied by one employee for commute purposes, including a motorcycle.

~~R.Q.~~ “Drive-alone trips” means commute trips made by employees in single-occupant vehicles.

~~S.R.~~ “Employee” means anyone who receives financial or other remuneration in exchange for work provided to an employer, including owners or partners of the employer.

~~T.S.~~ “Employee transportation coordinator (ETC)” means a person who is designated as responsible for the development, implementation and monitoring of an employer’s CTR program.

~~U.T.~~ “Employer” means a sole proprietorship, partnership, corporation, unincorporated association, cooperative, joint venture, agency, department, district or other individual or entity, whether public, nonprofit, or private, that employs workers.

~~V.U.~~ “Exemption” means a waiver from any or all CTR program requirements granted to an employer by the ~~e~~City based on unique conditions that apply to the employer or employment site.

~~W.V.~~ “Flex-time” is an employer policy that provides work schedules allowing individual employees some flexibility in choosing the time, but not the number, of their working hours to facilitate the use of alternative modes.

~~X.W.~~ “Full-time employee” means a person other than an independent contractor scheduled to be employed on a continuous basis for 52 weeks per year for an average of at least 35 hours per week.

~~Y.X.~~ “Good faith effort” means that an affected employer has met the minimum requirements identified in RCW 70.94.531-70A.15.4040 and this chapter and is working collaboratively with the eCity to continue its existing CTR program or is developing and implementing program modifications likely to result in improvements to its CTR program over an agreed upon length of time.

~~Z.Y.~~ “Implementation” means active pursuit by an employer of the CTR goals stated in RCW 70.94.521-70A.15.4000 through 70.94.551-70A.15.4100 and in this chapter as evidenced by appointment of an employee transportation coordinator, distribution of information to employees regarding alternatives to drive-alone commuting, and commencement of other measures according to their approved CTR program and schedule.

~~AA.Z.~~ “Major employer”: See affected employer. ~~means a private or public employer, including state agencies, that employs 100 or more full-time employees at a single worksite who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m. on weekdays for at least 12 continuous months.~~

~~BB.AA.~~ “Major employer worksite” or “affected employer worksite” or “worksite” means the physical location occupied by a major employer, as determined by the eCity. If an employee teleworks or works in the field, the Employer’s physical location is considered to be that employee’s worksite, and not the employee’s field location or home location.

~~CC.BB.~~ “Mode” means the type of transportation used by employees, such as single-occupant motor vehicle, rideshare vehicle (carpool/vanpool), transit, ferry, bicycle, walking, compressed work schedule, and telecommuting.

~~DD.CC.~~ “Notice” means written communication delivered via the United States Postal Service with receipt deemed accepted three days following the day on which the notice was deposited with the postal service unless the third day falls on a weekend or legal holiday in which case the notice is deemed accepted the day after the weekend or legal holiday.

~~EE.DD.~~ “Peak period” means the hours from 6:00 a.m. to 9:00 a.m., inclusive, Monday through Friday, except legal holidays.

~~FF.EE.~~ “Peak period trip” means any commute trip that delivers the employee to begin their regular work day between 6:00 a.m. and 9:00 a.m., inclusive, Monday through Friday, except legal holidays.

~~GG.FF.~~ “Proportion of drive-alone trips” or “drive-alone rate” generally means the number of commute trips over a set period made by affected employees in single-occupancy vehicles divided by the number of potential trips taken by affected employees working during that period as provided in the City’s adopted CTR Plan.

~~HH.GG.~~ “Ride matching service” means a system which assists in matching commutes for the purpose of commuting together.

~~HH.HH.~~ “Teleworking” or “telecommuting” means the use of telephones, computers, or other similar technology to permit an employee to work from home, eliminating a commute trip, or to work from a work place closer to home, reducing the distance traveled in a commute trip by at least half.

~~JJ.II.~~ “Transit” means a multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, ferry, rail, shared-ride taxi, shuttle bus, or vanpool.

~~KK.JJ.~~ “Vanpool” means a vehicle occupied by five to 15 people traveling together for their commute trip that results in the reduction of a minimum of one motor vehicle trip.

~~LL.~~ “~~Vehicle miles traveled (VMT) per employee~~” means ~~the sum of the individual vehicle commute trip lengths in miles made by affected employees over a set period divided by the number of affected employees during that period.~~

~~MM.KK.~~ “Week” means a seven-day calendar period, starting on Monday and continuing through Sunday.

~~NN.LL.~~ “Weekday” means any day of the week except Saturday or Sunday.

~~OO.MM.~~ “Writing,” “written,” or “in writing” means ~~original~~-signed and dated documents ~~provided via email, mail, or delivery. Facsimile (fax) transmissions are a temporary notice of action that must be followed by the original signed and dated document via mail or delivery.~~
(Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)

10.02.015 Administration office

The City Engineer or their duly authorized representative shall be charged with the administration of this chapter.

10.02.020 Commute trip reduction goals.

- A. *Commute Trip Reduction Goals.* The eCity’s goals for reductions in the proportions of drive-alone commute trips ~~and vehicle miles traveled per employee~~ by affected employers in the city are established by the eCity CTR plan. These goals establish the desired level of performance for the CTR program in its entirety in Auburn. The eCity will set the individual worksite goals for affected employers based on how the worksite can contribute to Auburn’s overall goal

established in the eCity CTR plan. The goals will appear as a component of the affected employer's approved CTR plan.

B. Commute Trip Reduction Goals for Affected Employers.

1. The drive-alone ~~and VMT~~ goals for affected employers in Auburn are hereby established as set forth in the eCity CTR plan.
2. If the goals for an affected employer or newly affected employer are not listed in the eCity CTR plan, they shall be established by the eCity at a level designed to achieve Auburn's overall goals for the jurisdiction and other areas as designated by the eCity. The eCity shall provide written notification of the goals for each affected employer worksite by providing the information when the eCity reviews the employer's proposed program and incorporating the goals into the program approval issued by the eCity. (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)

10.02.030 Designation of CTR zone and base year values.

Repealed by [Ord. 6218](#).

10.02.040 City of Auburn CTR plan.

The eCity of Auburn ~~will adopt a CTR plan, consistent with the requirements of RCW 70A.15.4020, by resolution. A copy of the CTR plan shall be on file with the City Clerk. CTR plan, dated January 15, 2010, a copy of which is attached to the ordinance adopting this chapter as Exhibit "A," and a copy of which plan will be on file with the city clerk, is hereby adopted.~~ (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)

10.02.050 Responsible agency.

The eCity public works department shall be responsible for implementing this chapter and the CTR plan. The eCity's CTR program for its own employees shall be administered by the eCity human resources department. (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)

10.02.060 Applicability.

The provisions of this chapter shall apply to any affected employer at any single worksite within the corporate limits of the eCity. ~~Employees will only be counted at their primary worksite.~~ The following classifications of employees are excluded from the counts of employees: (1) seasonal agricultural employees, including seasonal employees of processors of agricultural products; and (2) employees of construction worksites when the expected duration of the construction is less than two years.

A. Notification of Applicability.

1. Known affected employers located within the eCity shall be notified ~~in writing by certified mail~~ that they are subject to the provisions of this chapter. Such notice shall be addressed to the company's chief executive officer, senior official, ~~CTR program manager~~ETC, or registered agent at the worksite. Such notification shall provide 90 days for the affected employer to perform a baseline measurement consistent with the measurement requirements specified by the eCity.
2. Affected employers that, ~~for whatever reason,~~ do not receive written notice, must identify themselves to the eCity upon determining they are defined as "affected employers." Once they identify themselves, such employers will be granted 90 days within which to perform a baseline measurement consistent with the measurement requirements specified by the eCity.
3. Any existing employer of ~~10075~~ or more persons at a worksite who obtains a business license or business registration from the eCity will be required to complete an employer assessment form to determine whether or not an employer will be deemed affected or nonaffected in accordance with the provisions of this chapter.
4. An affected employer may be required to perform a new baseline measurement if required by the City. ~~If an affected employer has already performed a baseline measurement, or an alternative acceptable to the city, under previous iterations of this chapter, the employer is not required to perform another baseline measurement.~~

B. Newly Affected Employers.

1. Employers that meet the definition of "affected employer" in this chapter must identify themselves to the eCity within 90 days of either moving into the boundaries of the city or increasing employment at a worksite to 100 or more affected employees. Such newly affected employers that do not identify themselves within 90 days are in violation of this chapter.
2. Newly affected employers identified as such shall be given 90 days from the date of identification to perform a baseline measurement consistent with the measurement requirements specified by the eCity. Newly affected employers that do not perform a baseline

measurement within 90 days of receiving such written notification that they are subject to this chapter are in violation of this chapter.

3. Not more than 90 days after receiving ~~written notification of~~ the results of the baseline measurement, the newly affected employer shall develop and submit a CTR program to the ~~e~~City. The program will be developed in consultation with ~~e~~City of Auburn staff to be consistent with the goals of the ~~e~~City CTR plan. The program shall be implemented by the employer not more than 90 days after approval by the ~~e~~City. Employers who do not implement an approved CTR program according to this schedule are in violation of this chapter and subject to the penalties outlined in this chapter.

C. *Change in Status as an Affected Employer.* Any of the following changes in an employer's status will change the employer's CTR program requirements:

1. If an affected employer can document that it faces an extraordinary circumstance that will change its status as an affected employer, it can ~~apply for request~~ an exemption pursuant to ACC [10.02.100\(A\)](#).
2. If an employer initially designated as an affected employer no longer employs 100 or more affected employees and expects not to employ 100 or more affected employees for the next 12 months, that employer is ~~no longer considered an affected employer. placed on a 12-month watch and is subject to the same program requirements as any other affected employer. At the end of the 12-month watch, if the employer no longer employs 100 or more affected employees, it is no longer an affected employer.~~ It is the responsibility of the employer to notify the ~~e~~City that it is no longer an affected employer, and provide documentation to the ~~e~~City ~~to substantiate~~of its ~~request change in status. The burden of proof lies with the employer.~~
- ~~3. If the same employer returns to the level of 100 or more affected employees within the same 12 months, that employer will be considered an affected employer for the entire 12 months and will be subject to the same program requirements as other affected employers.~~
- ~~4.3.~~ If the same employer returns to the level of 100 or more affected employees ~~12 or more months~~ after its change in status to an "unaffected" employer, that employer shall be treated as a newly affected employer and will be subject to the same program requirements as other newly affected employers. (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)

10.02.070 Requirements for employers.

An affected employer is required to make a good faith effort, as defined in RCW ~~70.94.53470A.15.4050~~(2) and this chapter, to develop and implement a CTR program that will

encourage its employees to reduce ~~VMT per employee and~~ drive-alone commute trips. The CTR program must include the mandatory elements described herein.

A. *Mandatory Program Elements.* Each employer's CTR program shall include the following mandatory elements:

1. *Employee Transportation Coordinator.* The employer shall designate an employee transportation coordinator (ETC) to administer the CTR program. The coordinator's and/or designee's name, location, and telephone number must be prominently displayed physically or electronically at each affected worksite. The coordinator shall oversee all elements of the employer's CTR program and act as liaison between the employer and the eCity. The ~~employee transportation coordinator~~ETC must complete the basic ETC training course as provided by ~~King County~~the City within six months of assuming the status of designated transportation coordinator, in order to help ensure consistent knowledge and understanding of CTR laws, rules and guidelines statewide. The objective is to have an effective ~~transportation coordinator~~ETC presence at each worksite; an affected employer with multiple sites may have one ~~transportation coordinator~~ETC for all sites.
2. *Information Distribution.* Information about alternatives to drive-alone commuting shall be provided to employees at least once a year. This shall consist of, at a minimum, a summary of the employer's CTR program, including ETC name and phone number. Employers must also provide a summary of their CTR program to all new employees at the time of hire. Each employer's CTR program description and progress report must describe what information is to be distributed by the employer and the method of distribution.
3. *Description of Employer's CTR Program.* Each affected employer is required to submit a description of its CTR program to the ~~eCity on the official form available from the public works department~~. The CTR program description presents the strategies to be undertaken by an employer to achieve the commute trip reduction goals for each goal year. Employers are encouraged to consider innovative strategies and combine program elements in a manner that will best suit their location, site characteristics, business type, and employees' commuting needs. Employers are further encouraged to cooperate with each other. At a minimum, the employer's description must include:
 - a. General description of each employment site location within the city limits, including transportation characteristics, surrounding services, and unique conditions experienced by the employer or its employees;
 - b. Number of employees affected by the CTR program and the total number of employees at the worksite;
 - c. Documentation of compliance with the mandatory CTR program elements as described in this section;

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- d. Description of the additional elements included in the CTR program; and
 - e. Schedule of implementation, assignment of responsibilities, and commitment to provide appropriate resources to carry out the CTR program.
- B. *CTR Program Report and Description.* Affected employers shall review their programs and file a ~~regular biennial~~ progress report with the ~~e~~City in accordance with the format provided by the ~~e~~City. The CTR program report and description outlines the strategies to be undertaken by an employer to achieve the commuter trip reduction goals for the reporting period. At a minimum, the employer's CTR program report and description must include:
- 1. A general description of the employment site location, transportation characteristics, employee parking availability, on-site amenities, and surrounding services;
 - 2. The number of employees affected by the CTR program and the total number of employees at the site;
 - 3. Documentation of compliance with the mandatory CTR elements as described in this section;
 - 4. Description of any additional elements included in the employer's CTR program;
 - 5. A statement of organizational commitment to provide appropriate resources to the program to meet the employer's established goals.
- C. *Biennial Measure of Employee Commute Behavior.* In addition to the baseline measurement, employers shall conduct a program evaluation as a means of determining worksite progress toward meeting CTR goals. As part of the program evaluation, the employer shall distribute and collect commute trip reduction program employee questionnaires (surveys) at least once every two years, ~~and strive to achieve at least a 70 percent response rate from employees at the worksite. The employer shall achieve the response rate as determined appropriate by the City. If, after a good faith effort, the response rate is not achieved, the City Engineer may adjust the required response rate.~~
- ~~D. Additional Program Elements.~~ In addition to the specific CTR program elements described above, the employer's CTR program shall include one or more ~~a set of~~ measures designed to meet CTR goals. ~~Measures may include, but are not limited to, one or more of the following:~~
- ~~1. Provision of preferential parking or reduced parking charges, or both, for high-occupancy vehicles;~~
 - ~~2. Instituting or increasing parking charges for drive-alone vehicles;~~
 - ~~3. Provision of commute ride matching services to facilitate employee ride-sharing for commute trips;~~
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- ~~4. Provision of subsidies for rail, vanpool, or transit fares and/or transit passes;~~
 - ~~5. Provision of vans or buses for employee ridesharing;~~
 - ~~6. Provision of subsidies for carpools, vanpools, walking, bicycling, teleworking, or compressed schedules;~~
 - ~~7. Permitting the use of the employer's vehicles for carpooling or vanpooling;~~
 - ~~8. Permitting flexible work schedules to facilitate employees' use of transit, carpools, or vanpools;~~
 - ~~9. Cooperation with transportation providers to provide additional regular or express service to the worksite;~~
 - ~~10. Construction of special loading and unloading facilities for transit, carpool, and vanpool users;~~
 - ~~11. Provision of bicycle parking facilities, lockers, changing areas, and showers for employees who bicycle or walk to work;~~
 - ~~12. Provision of a program of parking incentives such as a rebate for employees who do not use the parking facilities;~~
 - ~~13. Establishment of a program to permit employees to work part or full time at home or at an alternative worksite closer to their homes;~~
 - ~~14. Establishment of a program of alternative work schedules, such as a compressed work week which reduces commuting;~~
 - ~~15. Implementation of other measures designed to facilitate the use of high-occupancy vehicles, such as on-site day care facilities and emergency taxi services or guaranteed ride home programs;~~
 - ~~16. Provision of incentives for employees that do not drive alone to work;~~
 - ~~17. Charging employees for parking and/or the elimination of free parking; and~~
 - ~~18.D. Other measures that the employer believes will reduce the number and length of commute trips made to the site.~~ (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)

10.02.080 Recordkeeping.

Affected employers shall maintain a copy of their approved CTR program description and report, their CTR program employee questionnaire results, and all supporting documentation for the descriptions and assertions made in any CTR report to the [eCity](#) for a minimum of 48 months. The

eCity and the employer shall agree on the recordkeeping requirements as part of the accepted CTR program. (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)

10.02.090 Annual reports.

Repealed by [Ord. 6218](#).

10.02.095 Program review and modifications.

The eCity shall provide the employer with written notification indicating whether a CTR program or progress report was ~~approved-rejected~~ or deemed unacceptable. The notification must give cause for any rejection. If the employer receives no written notification of extension of the review period of its CTR program or comment on the CTR program or progress report within 90 days of submission, the employer's program or progress report is deemed accepted. The eCity may extend the review period up to 90 days with written notification from the City. The implementation date for the employer's CTR program will be extended an equivalent number of days.

- A. An initial CTR program will be deemed acceptable if all required information on the CTR program form set forth in ACC [10.02.070](#) is provided. Upon review of an employer's initial CTR program, the eCity shall establish the employer's regular reporting date.
- B. *Modification of CTR Program Elements.* Any affected employer may submit a request to the eCity for modification of CTR requirements. Such request may be granted if one of the following conditions exist:
 1. The employer can demonstrate it would be unable to comply with the CTR program elements for reasons beyond the control of the employer; or
 2. The employer can demonstrate that compliance with the program elements would constitute an undue hardship.
- C. *Program Modification Criteria.* The following criteria for achieving goals for ~~VMT-per-employee-~~ and proportion of drive-alone trips shall be applied in determining requirements for employer CTR program modifications:
 1. If an employer meets the drive-alone trip rate goal~~either or both goals~~, the employer has satisfied the objectives of the CTR plan and will not be required to improve its CTR program;
 2. If an employer makes a good faith effort, as defined in RCW ~~70.94.53470A.15.4050~~ and this chapter, but has not met the applicable drive-alone ~~or VMT~~ goal, no additional modifications are required.

- D. The eCity may ask the employer to substitute a program element of similar trip reduction potential rather than grant the employer's request for a program modification.
- E. If an employer fails to make a good faith effort as defined in RCW ~~70.94.53470A.15.4050~~(2) and this chapter, and fails to meet the applicable drive-alone ~~or VMT~~ reduction goal, the city shall direct the employer to revise its program within 30 days to come into compliance with the measures defined by RCW ~~70.94.53470A.15.4050~~(2), including specific recommended program modifications. In response to recommended modifications, the employer shall submit a revised CTR program description and report, including the requested modifications or equivalent measures, within 30 days of receiving written notice to revise its program. The eCity shall review the revisions and notify the employer of acceptance or rejection of the revised program. If a revised program is not accepted, the eCity will send written notice to that effect to the employer within 30 days and, if necessary, require the employer to attend a conference with program review staff for the purpose of reaching a consensus on the required program. A final decision on the required program will be issued in writing by the eCity within 10 working days of the conference. (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999.)

10.02.100 Requests for exemptions or goal modifications of CTR requirements.

- A. *Employer Exemptions.* An affected employer may submit a request to the eCity to grant an exemption from all CTR program requirements or penalties for a particular worksite. The employer must demonstrate that it would experience undue hardship in complying with the requirements of this chapter as a result of the characteristics of its business, its work force, or its location(s). An exemption may be granted if and only if the affected employer demonstrates that it faces extraordinary circumstances, such as bankruptcy, and is unable to implement measures that could reduce the proportion of drive-alone commute trips ~~and VMT per employee~~. Exemptions may be granted by the eCity at any time based on written notice provided by the affected employer. The notice should clearly explain the conditions for which the affected employer is seeking an exemption from the requirements of the CTR program. The eCity shall grant or deny the request within 30 days of receipt of the request. The eCity shall review annually all employers receiving exemptions and shall determine whether the exemption will be in effect during the following CTR program year.
- B. *Employee Exemptions.* Specific employees or groups of employees who are required to drive alone to work as a condition of employment may be exempted from a worksite's CTR program. Exemptions may also be granted for employees who work variable shifts throughout the year and who do not rotate as a group to identical shifts. ~~The city will use the criteria identified in the CTR board administrative guidelines to assess the validity of employee exemption requests.~~ The eCity shall grant or deny the request within 30 days of receipt of the request. The eCity

shall review annually all employee exemption requests, and shall determine whether the exemption will be in effect during the following program year.

C. Goal Modification.

1. An affected employer may request that the eCity modify ~~the worksite's~~ CTR program goals. ~~Such requests shall be filed in writing at least 60 days prior to the date the worksite is required to submit its program description and progress report.~~ The goal modification request must clearly explain why the worksite is unable to achieve the applicable goal. The worksite must also demonstrate that it has implemented all of the elements contained in its approved CTR program.
2. The eCity will review and grant or deny requests for goal modifications ~~in accordance with procedures and criteria identified in the CTR board guidelines.~~
3. An employer may not request a modification of the applicable goals until one year after the eCity approves ~~the worksite's~~ initial program description or annual report.

D. Modification of CTR Program Elements. Any affected employer may submit a request to the eCity for modification of CTR program elements, other than the mandatory elements specified in this chapter, including recordkeeping requirements. Such request may be granted if one of the following conditions exist:

1. The employer can demonstrate it would be unable to comply with the CTR program elements for reasons beyond the control of the employer; or
2. The employer can demonstrate that compliance with the program elements would constitute an undue hardship.

E. Extensions. An employer may request additional time to submit a CTR program description or report, or to implement or modify a program for reasonable causes.

1. Such requests shall be made ~~in writing~~ to the ~~eCity's public works director~~ 30 days before the due date for which the extension is being requested. In addition, all requests for extensions must be made prior to the due date anytime a program submission is going to be more than one week late. The eCity shall grant or deny the employer's extension request by written notice within 10 working days of its receipt of the extension request. If there is no response issued to the employer, an extension is automatically granted for 30 days.
2. Extensions shall not exceed 90 days. Employers shall be limited to a total of 90 allowed extension days per year.

3. Extensions shall not exempt an employer from any responsibility in meeting CTR program goals. Extensions granted due to delays or difficulties with any program element(s) shall not be cause for discontinuing or failing to implement other CTR program elements.
4. An employer's regular reporting date shall not be adjusted permanently as a result of these extensions. An employer's biennial reporting date may be extended at the discretion of the public works director.
5. *Implementation of Employer's CTR Program.* Unless extensions are granted, the employer shall implement its approved CTR program, including approved program modifications, not more than 90 days after receiving written notice from the eCity that the program has been approved or with the expiration of the program review period without receiving notice from the eCity. (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)

~~10.02.110 — Commute trip reduction certificate of leadership.~~

~~As public recognition for their efforts, employers with VMT per employee and proportion of drive-alone commute trips lower than the goal will receive a commute trip reduction certificate of leadership from the city. (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)~~

10.02.120 Appeals.

- A. Employers may file a written appeal of final administrative decisions regarding the following actions:
 1. Rejection of an employer's proposed CTR program.
 2. Denial of an employer's request for a waiver or modification of any of the requirements under this chapter or a modification of the employer's CTR program.
- B. Appeals of the ~~public works director's~~City Engineer's determinations made pursuant to this chapter must be filed with the city's public works department within 20 days after the final administrative decision is issued. Appeals shall be heard by the ~~city's hearing examiner in accordance with Chapter 2.46 ACC~~Public Works Director. The Public Works Director will review the administrative decision of the City and affirm or reverse the decision made. The Employer may submit additional materials for the City's consideration of the appeal. The Employer must submit any additional materials with the written appeal at the time of filing. Any extensions of the time to provide additional materials are within the discretion of the Public Works Director. The Public Works Director shall issue a determination on appeal within 60 days of receipt of the date

the appeal was filed, or within 60 days of final submission of any additional materials if an extension for submission is granted.

~~B-C.~~ Determinations on appeals shall be based on whether the decision being appealed was consistent with applicable state law and the guidelines of the State commute trip reduction board. ~~Task Force. The hearing examiner's determination shall be final unless appealed to the superior court of the county in which the employer's primary offices/facilities are located within the city of Auburn in accordance with the procedures in RCW 34.05.510 through 34.05.598, and with the appeal being filed with the city clerk within 30 days after issuance of the decision of the hearing examiner.~~ (Ord. 6442 § 5, 2012; Ord. 6218 § 1, 2010; Ord. 6182 § 1, 2008; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)

10.02.130 Enforcement.

A. *Compliance.* For purposes of this chapter, "compliance" shall mean:

1. Submitting required reports and documentation at prescribed times;
2. Fully implementing in good faith all provisions in an approved CTR program; and
3. Distributing and collecting the CTR program employee questionnaire during the scheduled survey time period.

B. *Violations.* Any violation of this chapter shall be enforced pursuant to the provisions of Chapter 1.25 ACC. The following actions shall constitute a violation of this chapter:

1. Failure to implement an approved CTR program, unless the program elements that are carried out can be shown through quantifiable evidence to meet or exceed ~~VMT and~~ drive-alone commute goals as specified in this chapter. Failure to implement a CTR program includes but is not limited to:
 - a. Failure of any affected employer to submit a complete CTR program within the deadlines specified in ACC 10.02.060 and 10.02.070;
 - b. Failure to submit required documentation for annual reports;
 - c. Submission of fraudulent data.
 - d. Failure to modify a CTR program found to be unacceptable by the city under ACC 10.02.095(D).
 - e. Failure to make a good faith effort, as defined in RCW ~~70.94.53470A.15.4050(24)~~ and this chapter.

- f. Failure to self-identify as an affected employer.
- g. Failure to perform a baseline measurement within the applicable deadline set forth in this chapter.

C. *Penalties.*

1. No affected employer with an approved CTR program may be ~~penalized~~~~held liable~~ for failure to reach the applicable drive-alone commute ~~or VMT~~ goals.
2. Each day of failure by an employer to comply with the requirements of this chapter shall constitute a separate violation, subject to penalties as described in Chapter [1.25](#) ACC.

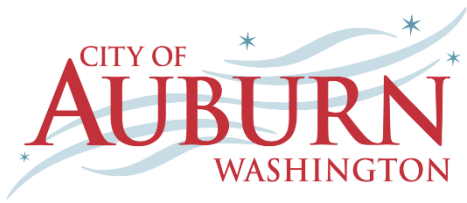
- D. *Exemption from Civil Liability.* An affected employer shall not be liable for civil penalties if failure to implement an element of a CTR program was the result of an inability to reach agreement with a certified collective bargaining agent under applicable laws where the issue was raised by the employer and pursued in good faith. Unionized employers shall be presumed to act in good faith compliance if they: (a) propose to a recognized union any provision of the employer's CTR program that is subject to bargaining as defined by the National Labor Relations Act; and (b) advise the union of the existence of the statute and the mandates of the CTR program approved by the city and advise the union that the proposal being made is necessary for compliance with RCW [70.94.531](#). (Ord. 6218 § 1, 2010; Ord. 5246 § 1 (Exh. A), 1999; Ord. 4602 § 2, 1993.)

The Auburn City Code is current through Ordinance 6976, passed April 7, 2025.

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

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

[Hosted by General Code.](#)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5829 (Krum)
A Resolution approving the South King Housing and Homelessness
Partners 2026 Work Plan and 2026 Operating Budget

Meeting Date:

June 2, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5829.)

Department:

Community Development

Attachments:

Resolution No. 5829, Resolution
No. 5829 - Attachment A

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5829.

Background for Motion:

Adoption of Resolution No. 5829 would approve and endorse the 2026 SKHHP Workplan in accordance with Auburn's interlocal agreement with SKHHP as a participating jurisdiction.

Background Summary:

The South King Housing and Homelessness Partners (SKHHP) was established through an Interlocal Agreement between nine South King County cities and King County to work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. SKHHP currently has 12 member jurisdictions. Consistent with the SKHHP Interlocal Agreement, the SKHHP 2026 Work Plan and Budget must be adopted by the SKHHP Executive Board and approved by each member jurisdiction's legislative body.

Every year, an Annual Work Plan and Budget is developed in collaboration with the SKHHP Executive Board and staff work group to guide the work of SKHHP staff in the coming year. Pursuant to the SKHHP Interlocal Agreement, each participating jurisdiction must approve SKHHP's Annual Budget and Work Plan. The 2026 Executive Board recommended Work Plan was developed through a survey to the Executive Board on their priorities in January and an interactive in-person discussion with the Executive Board in March. The 2026 Work Plan and Budget was adopted on May 16, 2025, at the Executive Board's regularly scheduled meeting.

The 2026 work plan includes four goals with corresponding action items. Each action item is prioritized as higher, medium, or lower priority. Indicators are included to measure progress on the goals. The four goals, which are the same as 2025's goal, include the following:

1. Fund the expansion and preservation of affordable housing
2. Develop policies that expand and preserve affordable housing
3. Serve as an advocate for South King County
4. Manage operations and administration

The 2026 SKHHP operating budget totals \$501,975, supporting two full-time staff, and includes itemization of all categories of budgeted expenses and itemization of each jurisdiction's contribution, including in-kind services. Operating revenues originate from SKHHP member contributions. As discussed in 2024 with Council, contributions are proposed to increase 15% annually for each member jurisdiction through 2026 as approved by the Executive Board in July 2021 to work towards a balanced budget whereby SKHHP's revenues can more fully support budgeted expenditures.

These projected member contributions assume no additional staff would be added. Member contributions are based on population size accordingly, and no members are moving into a new population tier in 2026:

Population tier	2023 Contribution	2024 Contribution	2025 Contribution	2026 Contribution
<10,000	\$5,290	\$6,084	\$6,996	\$8,045
10,001 – 35,000	\$9,919	\$11,407	\$13,118	\$15,086
35,001 – 65,000	\$19,838	\$22,814	\$26,236	\$30,171
65,000 – 100,000	\$34,385	\$39,543	\$45,474	\$52,295
100,000+	\$44,965	\$51,710	\$59,466	\$68,386

Salaries and benefits are proposed to increase by 0.3% in 2026. This is to align with actual expenditures in this category. Interfund IT, which is the amount paid to SKHHP's administering agency (City of Auburn) for IT services, is proposed to increase by 14%. Professional Services is proposed to increase by 46% (\$26,000) due to an every other year data update to the SKHHP Affordable Housing Inventory Dashboard (\$18,000) and anticipated higher rates for contracted services. Professional Services include Advisory Board compensation (unchanged in 2026), contract attorney expenses (\$30,000 in 2026 which is \$5,000 more than 2025), data update to the SKHHP Affordable Housing Inventory Dashboard (\$18,000), third-party construction reports (\$6,000), travel (\$6,000), professional development (\$6,800), Housing Development Consortium member dues (\$725), and an annual license fee (\$20). The proposal includes aligning budgeted categories with SKHHP's administering agency. SKHHP continues to spend down the fund balance from previous cost-savings to mitigate any additional increases to member contributions.

The 2026 Executive Board recommended operating budget includes \$501,975 to be set-aside in reserve sourced from interest earned primarily on the Housing Capital Fund balance. This amount is the equivalent of 100% of SKHHP's annual budgeted expenses as discussed over three public meetings and adopted by the SKHHP Executive Board on May 16, 2025. Interest earned in 2024 on all SKHHP funds totaled \$540,377. Interest earned in 2024 by jurisdiction to be set-aside in reserve with the remaining supporting the 2025 Housing Capital Fund funding round are as follows:

Table 1: Interest Earned by Jurisdiction 2024 AND BOARD RECOMMENDED ALLOCATIONS

JURISDICTION	Reserve	Housing Capital Fund	TOTAL 2024 Interest EARNINGS
Auburn	\$26,486	\$2,026	\$28,512
Burien	\$12,530	\$959	\$13,489
Covington	\$29,074	\$2,224	\$31,298
Des Moines	\$5,358	\$409	\$5,767
Federal Way	\$22,682	\$1,735	\$24,417
Kent	\$327,110	\$25,024	\$352,134
Maple Valley	\$22,306	\$1,707	\$24,013
Normandy Park	\$682	\$52	\$734
Renton	\$36,229	\$2,772	\$39,001
SeaTac	\$13,384	\$1,024	\$14,408
Tukwila	\$6,134	\$470	\$6,604
King County	--	--	--
TOTAL	\$501,975	\$38,402	\$540,377

To spend interest earnings requires the approval of each SKHHP member with allocated earned interest based on their contributions. With the adoption of the 2026 SKHHP operating budget which incorporates a portion of the interest earnings into an unrestricted fund balance in reserve, the City Council is providing authorization for SKHHP to use those funds towards the unrestricted fund balance in reserve. These funds will assist in future years should there be an economic recession and members choose to pause an increase in dues or other unexpected expense arises. The remaining amount will go towards the 2025 funding round of the Housing Capital Fund and Council will provide approval to use those funds during the annual concurrence process in early 2026.

Auburn's 2026 contribution is \$52,295, \$40,000 of which was previously approved by City Council in the 2025 - 2026 budget. The additional \$12,295 contribution obligation will be covered by allocating unspent approved Community Development budget funds. Approval of this resolution will not result in a net budget increase.

Staff recommends approval of Resolution No. 5829 adopting the 2026 SKHHP work plan and budget. This recommendation is based on the following:

1. The 2026 SKHHP work plan and budget is consistent with the Interlocal Agreement and relevant subsequent Companion Agreements between Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Tukwila, and King County.
2. The 2026 SKHHP work plan and budget incorporates the feedback and priorities of the SKHHP Executive Board made up of representatives of each participating jurisdiction.

Councilmember: Yolanda Trout-Manuel

Staff: Jason Krum

RESOLUTION NO. 5829

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, APPROVING THE SOUTH KING
HOUSING AND HOMELESSNESS PARTNERS 2026 WORK
PLAN AND 2026 OPERATING BUDGET

WHEREAS, on February 19, 2019 the City of Auburn enacted an Interlocal Agreement (ILA) with eight other South King County cities and King County to form the South King Housing and Homelessness Partners (SKHHP); and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve an annual work plan each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve SKHHP's annual budget that includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2026 work plan includes four goals with corresponding action items that further SKHHP's mission; and

WHEREAS, on May 16 2025, the SKHHP Executive Board adopted Resolution 2025-01 enacting the 2026 work plan and budget upon approval by the legislative body of each participating party.

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

Section 1. City Council adopts the SKHHP 2026 Work Plan as shown in
Attachment A.

Section 2. City Council adopts the SKHHP 2026 operating budget as shown in
Attachment A.

Section 3. The City of Auburn will transmit its annual contribution to SKHHP on
an annual basis during the first quarter of the calendar year.

Section 4. This Resolution will take effect and be in full force upon 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

RESOLUTION NO. 2025-01

A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP), ADOPTING THE 2026 SKHHP WORK PLAN AND OPERATING BUDGET

WHEREAS, pursuant to the Interlocal Agreement, the SKHHP Executive Board approves an annual work plan and budget each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement, the annual budget includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services; and

WHEREAS, upon adoption by the Executive Board, the annual work plan and budget will be transmitted to each participating jurisdiction for approval by their legislative body; and

WHEREAS, the budget will not become effective until approved by the legislative body of each jurisdiction and adopted by the SKHHP Executive Board; and

WHEREAS, if a party does not approve the work plan or budget in a timely manner, the Executive Board may adopt the budget and work plan with a two-thirds majority vote; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2026 work plan includes four goals with corresponding action items that further SKHHP's mission.

~~NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:~~

Section 1. The Executive Board adopts the 2026 SKHHP Work Plan in Attachment A.

Section 2. The Executive Board adopts the 2026 SKHHP Operating Budget in Attachment B.

Section 3. Each party's contribution to SKHHP's operating budget will be transmitted on an annual basis during the first quarter of the calendar year.

Section 4. This Resolution will take effect and be in full force upon approval by the legislative body of each participating jurisdiction.

Dated and signed this 19th day of May, 2025.



NANCY BACKUS, CHAIR, SOUTH KING HOUSING AND HOMELESSNESS PARTNERS

RESOLUTION 2025-01 – ATTACHMENT A

SKHHP 2026 WORK PLAN

PURPOSE

Establish a 2026 SKHHP work plan and budget that is guided by Executive Board priorities, is consistent with the SKHHP Interlocal Agreement, and furthers SKHHP's mission.

BACKGROUND

Established by an interlocal agreement, SKHHP jurisdictions work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. The 2026 SKHHP work plan builds on work done in previous years and was developed in collaboration with the Executive Board and staff work group.

The work plan is organized into four goals with corresponding action items. Each action is identified by priority as follows:

- Higher – Identified as higher priority by Executive Board or is necessary to carry out the Interlocal Agreements
- Medium – Identified as mid-level priority
- Lower – Identified as lower priority

Quarterly budget and progress reports on the status of the work plan elements will be submitted to the SKHHP Executive Board and the legislative body of each member jurisdiction as follows:

Quarter 1: May | **Quarter 2:** August | **Quarter 3:** November | **Quarter 4:** February

In accordance with the Interlocal Agreement, the 2026 SKHHP work plan and budget will be approved by the SKHHP Executive Board and the legislative body of each member jurisdiction.

SKHHP MISSION

South King County jurisdictions working together and sharing resources to create a coordinated, comprehensive, and equitable approach to increasing housing stability, reducing homelessness, and producing and preserving quality affordable housing in South King County.

GOALS & ACTIONS

Goal	Actions
1. Fund the expansion and preservation of affordable housing.	1 through 5
2. Develop policies to expand and preserve affordable housing.	6 through 10
3. Serve as an advocate for South King County.	11 through 16
4. Manage operations and administration.	17 through 22



Goal 1

Fund the expansion and preservation of affordable housing.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
1. Pool resources from member cities for the Housing Capital Fund, including SHB 1406 funds, HB 1590 funds, and general funds.	•••
2. Develop and execute contract documents and covenants for projects ready to move forward from 2023-24 Housing Capital Fund funding rounds.	•••
3. Facilitate approval from participating Councils of recommended projects from 2025 Housing Capital Fund funding round and prepare contract documents and covenants for any projects ready to move forward.	•••
4. Manage 2026 Housing Capital Fund funding round including adopting annual guidelines, updating application materials, soliciting proposals, and facilitating project selection.	•••
5. Encourage investment in South King County by private investors, lenders, and philanthropies.	••
Indicators	
○ Number of housing units and number of projects funded with financial support from SKHHP	
○ Number of housing units preserved with financial support from SKHHP	
○ Total dollar amount pooled by member jurisdictions for Housing Capital Fund	
○ Total dollar amount from new sources of revenue added to the Housing Capital Fund	
○ Geographic diversity of applications received for annual Housing Capital Fund funding round	



Goal 2

Develop policies to expand and preserve affordable housing.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
6. Facilitate implementation of subregional affordable housing preservation strategies in coordination with South King County long-range planners.	••
7. Facilitate updates to the Affordable Housing Inventory Dashboard.	••
8. Convene land use planners (SoKiHo) to increase coordination and collaboration on housing policy and planning.	•
9. Build relationships with developers to learn from their perspective the ways to encourage housing development, especially affordable housing.	•
10. Develop SKHHP Executive Board briefings on key housing and homelessness topics, especially as they relate to the goals of the work plan.	•
Indicators	
○ Number of subregional housing preservation strategies facilitated or supported	
○ Successful progress on update to the Affordable Housing Inventory Dashboard	
○ Number of relationships fostered with developers	
○ Number of Executive Board briefings on key housing and homelessness topics	



Goal 3

Serve as an advocate for South King County.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
11. Work collaboratively with public funders at the state and local levels to increase alignment and promote shared affordable housing goals and equitable geographic distribution of resources.	••
12. Coordinate with the Advisory Board in collaboration with housing organizations and stakeholder groups to provide education and engagement opportunities for elected officials and community members.	•
13. Represent SKHHP at relevant local and regional meetings and forums that help advance SKHHP's mission and provide a voice for increasing access to safe, healthy, and affordable housing in South King County.	•
14. Connect affordable housing developers with property owners who intend to sell naturally occurring affordable housing in coordination with member cities.	•
15. Meet with legislators as opportunities arise to inform about SKHHP's mission, goals, and the Housing Capital Fund and host a legislative forum (odd numbered years).	•
16. Organize a tour of affordable housing sites in South King County with priority given to visiting Housing Capital Fund supported projects (even numbered years).	•
Indicators	
○ Number of collaborative work sessions held with public funders	
○ Number of events or engagement opportunities Advisory Board members organize or support	
○ Number of meetings, forums, or events attended that advance SKHHP's mission	
○ Number of meetings with legislators that promote SKHHP and South King County	
○ Number of affordable housing developers connected with property owners intending to sell naturally occurring affordable housing	
○ South King County legislative forum or affordable housing tour successfully executed	



Goal 4

Manage operations and administration.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
17. Develop annual work plan and budget.	•••
18. Generate and distribute quarterly progress reports to SKHHP Executive Board and member jurisdictions.	•••
19. Work with administering agency to maintain records and produce regular financial reports for the SKHHP Housing Capital Fund and SKHHP Operating Account.	•••
20. Organize and host monthly Executive and Advisory Board public meetings.	•••
21. Establish and implement monitoring and compliance process to ensure Housing Capital Fund projects maintain affordability for tenants.	•••
22. Maintain and update the SKHHP website.	••
Indicators	
○ Work plan and budget adopted	
○ Quarterly progress reports prepared and presented to Executive Board	
○ Financial reports and public records maintained	
○ Monthly Executive and Advisory Board meetings held	
○ Process established for monitoring and compliance of Housing Capital Fund projects	
○ Website maintained	

RESOLUTION 2025-01 – ATTACHMENT B

2026 SKHHP Operating Budget

Estimated beginning fund balance - January 1, 2026 \$ 337,293

Estimated ending fund balance - December 31, 2026 \$ 293,417

REVENUES

Auburn	\$ 52,295
Burien	\$ 30,171
Covington	\$ 15,086
Des Moines	\$ 15,086
Federal Way	\$ 68,386
Kent	\$ 68,386
Maple Valley	\$ 15,086
Normandy Park	\$ 8,045
Renton	\$ 68,386
SeaTac	\$ 15,086
Tukwila	\$ 15,086
King County*	\$ 68,386
Additional King County*	\$ 6,614
Office space (in-kind donation)	\$ 12,000
TOTAL REVENUES	\$ 458,099
Spend down balance	\$ 43,876
TOTAL	\$ 501,975

EXPENSES

Salaries & Wages	\$ 253,191
Benefits	\$ 68,296
Professional Services	\$ 81,945
Interfund Allocations	\$ 40,000
Office Space (in-kind donation)	\$ 12,000
Supplies	\$ 2,000
Subtotal	\$ 457,432
Administering agency - 10% admin fee**	\$ 44,543
TOTAL	\$ 501,975

RESERVE

TOTAL	\$ 501,975
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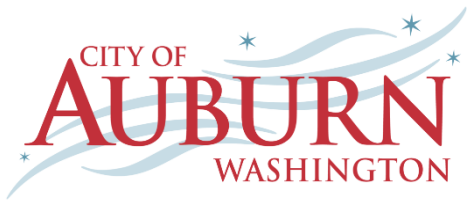
*King County contribution based on the population of unincorporated King County is shown as increasing at the same rate as other partner jurisdictions and the additional allocation decreasing to maintain a total contribution of \$75,000 per year.

**10% administrative fee is calculated as a percentage of operating costs which excludes in-kind donations and carry-forwards.

Resolution No. 2025-01

May 16, 2025

Page 7 of 7



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5831 (Gaub)
A Resolution adopting the 2025-2029 Commute Trip Reduction Plan

Meeting Date:

June 2, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5831.)

Department:

Public Works

Attachments:

Resolution No. 5831, Resolution
5831 Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5831.

Background for Motion:

This Resolution will adopt an updated Commute Trip Reduction (CTR) Plan. Since the previous CTR Plan, the Washington State Transportation Demand Management (TDM) Technical Committee has made changes to the format and requirements for local CTR Plans. This update reflects those changes, as well as the changes in local and regional transportation systems and land uses.

Background Summary:

Commute Trip Reduction (CTR) is a State law, set forth in RCW 70A.15.4000 through 70A.15.4110, that aims to reduce traffic congestion, thereby reducing the consumption of fossil fuel and improving air quality. The law requires that affected jurisdictions, of which Auburn is one, adopt local CTR plans. City Council originally adopted a Commute Trip Reduction Plan in 1993, with updates in 1999 and 2010.

Resolution No. 5831 adopts the 2025-2029 Commute Trip Reduction Plan. Since the adoption of the City's previous CTR Plan in 2010, the Washington State Transportation Demand Management (TDM) Technical Committee has modified the format and requirements for local CTR plans. Additionally, there have been changes to local and regional transportation systems and land uses within the past 15 years. The 2025-2029 Commute Trip Reduction Plan reflects these modified requirements, as well as the current conditions of Auburn and the central Puget Sound region.

The 2025-2029 Commute Trip Reduction Plan has been approved by both the Puget Sound Regional Council and the Washington State TDM Technical Committee as required by state procedures and was reviewed at the May 27th Council Study Session.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5831

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, ADOPTING THE 2025-2029
COMMUTE TRIP REDUCTION PLAN**

WHEREAS, motor vehicle traffic is a major source of air pollution, which causes significant harm to public health and degrades the quality of the environment; and

WHEREAS, increasing motor vehicle traffic aggravates traffic congestion in the City of Auburn; and

WHEREAS, traffic congestion imposes significant costs on City businesses, government, and individuals in terms of lost working hours and delays in the delivery of goods and services, as well as making the City a less desirable place to live, work, visit, and do business; and

WHEREAS, decreasing the demand for vehicle trips is a significantly less costly method of reducing traffic congestion and vehicle pollution than constructing new transportation facilities; and

WHEREAS, RCW 70A.15.4020 sets forth state policy on commute trip reduction; and

WHEREAS, WAC 468-63-040 sets forth state administrative policy on commute trip reduction and local commute trip reduction plans; and

WHEREAS, adoption of this Resolution will promote the public health, safety, and general welfare within the City of Auburn and the region; and

WHEREAS, the Washington State Transportation Demand Management Technical Committee has reviewed and approved the City of Auburn Draft Commute Trip Reduction Plan.

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

Section 1. The City of Auburn 2025-2029 Commute Trip Reduction Plan
attached as Exhibit A is hereby adopted.

Section 2. The Mayor is authorized to implement those administrative
procedures necessary to carry out the directives of this Resolution and the Mayor or
Designee is authorized to prepare and adopt periodic updates to the Commute Trip
Reduction Plan.

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

Dated and Signed this ____ day of _____, 2025.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

COMMUTE TRIP REDUCTION PLAN

2025-2029

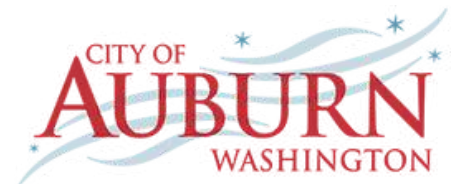


Table of Contents

Introduction	1
Benefits of CTR.....	1
Performance Targets.....	29
Services and Strategies	30
Alignment with Plans	37
Engagement	38
Regional Transportation Planning Organization CTR Plan Review	41

List of Figures

Figure 1: Auburn Population (1920 – 2020).....	2
Figure 2: Auburn Workforce Top Industry Sectors (2020).....	2
Figure 3: Future Land Use in Auburn	5
Figure 4: Auburn Street System	6
Figure 5: Types of Bicycle Facilities	8
Figure 6: Existing Bike Facility Statistics as of January 2024	8
Figure 7: Auburn Existing Bicycle Facilities	9
Figure 8: Auburn Existing Sidewalks	10
Figure 9: Level of Traffic Stress (LTS)	11
Figure 10: Auburn Bicycle Network	12
Figure 11: Service Levels for Bus Routes.....	13
Figure 12: Existing Transit Service in Auburn.....	16
Figure 13: Auburn Neighborhoods with Transit Needs and Gaps	17
Figure 14: Auburn Daily Commuting Patterns (2020).....	19
Figure 15: Working at Home Rates by Industry in the Central Puget Sound	20
Figure 16: Regional Center Mode Split Goals	22
Figure 17: Auburn Community Emissions Forecast and Reduction Goals	24
Figure 18: Auburn Emissions Inventory by Sector (MTCO ₂ e) in 2015.....	25
Figure 19: Regional Greenhouse Gas Emissions Inventory, 2015.....	27
Figure 20: TDM Strategies.....	31

List of Tables

Table 1: Employment Development Capacity by Zone	4
Table 2: Greenhouse Gas Emissions Reductions Targets.....	24
Table 3: Auburn's CTR Annual Cost.....	33
Table 4: City of Auburn CTR Implementation Schedule.....	33

Appendices

Appendix A: Ordinance No. 6981

Introduction

In 1991, the State of Washington adopted its Commute Trip Reduction (CTR) law. The law's intent is to reduce traffic congestion and air pollution by shifting drive-alone commutes to other modes. Today, more than 1,000 worksites take part in the CTR program statewide and the program is well-known nationally as an example of impactful transportation demand management (TDM).

The law requires local jurisdictions to adopt ordinances detailing requirements for employers to implement employee CTR programs that encourage the reduction of the number of trips and miles people drive alone to work. In 2010, the City of Auburn adopted Ordinance 6981, codified by Auburn City Code (ACC) Chapter 10.02, which provides these requirements for employers within the City limits.

The State CTR law and Auburn City Code requires all major employers, with over 100 employees at a single site and arriving between 6:00 and 9:00 AM, to develop programs and strategies to reduce the number of commuter automobile trips made by their employees.

The State CTR law also requires that the City develop a local CTR Plan, to be updated every four years. This plan lays out the benefits of CTR, CTR performance targets, CTR services and strategies, how this plan aligns with other plans, and the public engagement undertaken when developing this plan. This plan is also a reference point in updates to the City's CTR ordinance and CTR-affected worksite's individual CTR programs.

Benefits of CTR

1) Describe the local land use and transportation context and objectives.

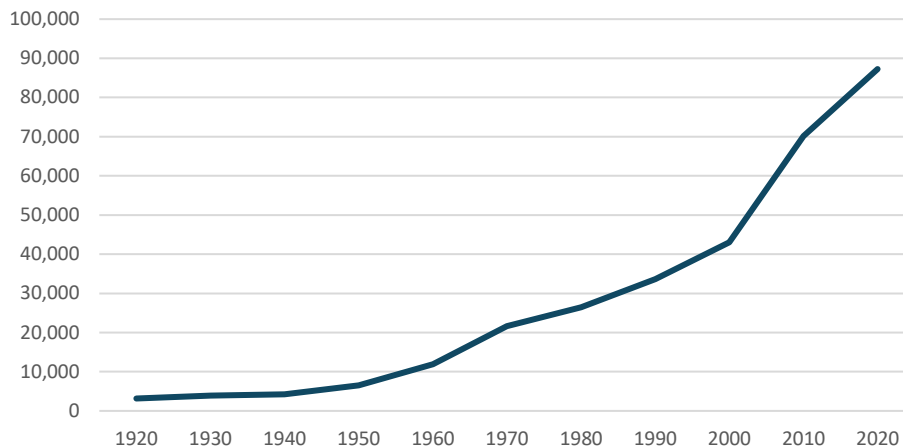
a) Describe the setting in Auburn as it is today or will be in the near future.

In the 100+ year history of Auburn, it has risen from a small railroad and farming community to a small town, and now the 14th largest city in the state. Continued growth has caused the city to become a place of regional significance.

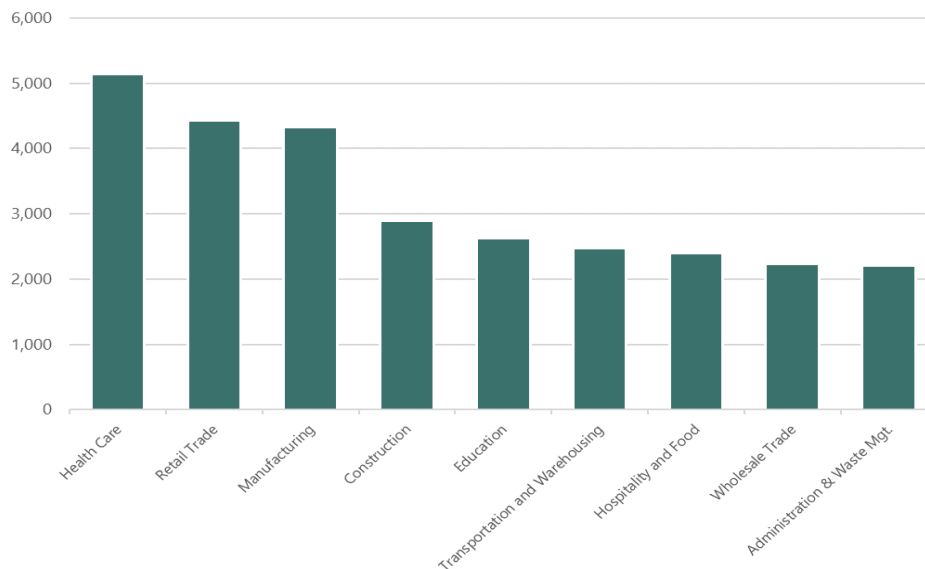
Nestled between Seattle and Tacoma, the largest and third largest cities in the state, respectively, Auburn retains a uniqueness to the grander metropolitan area. Likewise, the future of Auburn foresees an exciting, vibrant city where businesses want to locate, where people want to live, and that people want to visit.

Located alongside the SR-167 corridor in the valley between Renton and Kent, approximately mid-way between Seattle and Tacoma, Auburn is primarily situated within King County, with a portion of the city extending south into Pierce County. As of 2023, it was ranked the 14th most populous city in Washington, with a population of 88,820.¹ Its location in the densely populated and urbanized area of Central Puget Sound has provide for substantial population growth since World War II and particularly since 2000, as shown in Figure 1.

¹ Washington Office of Financial Management (OFM) April 1, 2023 Official Population Estimates.

Figure 1: Auburn Population (1920 – 2020)²

Traditionally, Auburn has been a blue-collar community since its initial early 20th century population boom stemming from the construction of a railroad freight terminal. Despite a decrease in manufacturing employment in the 1990s and early 2000s, 12% of Auburn residents were employed in the manufacturing industry in 2020. Since the recession of 2008, the number of Auburn residents employed in health care, retail, and construction have increased substantially and the overall diversity of jobs worked by Auburn residents have increased. As of 2020, the top ten industries in which Auburn residents were employed, as seen in Figure 2, were health care, retail, manufacturing, construction, education, transportation and warehousing, hospitality and food, wholesale trade, and administration and waste management.

Figure 2: Auburn Workforce Top Industry Sectors (2020)³² OFM.³ US Census Longitudinal Employer Household Dynamics (LEHD), via Census On The Map

Looking toward the future, King and Pierce Counties have allocated Auburn a combined target of 12,112 new housing units and 19,520 new jobs between the baseline of 2019 and 2044. The 2024 Comprehensive Plan is intended to accommodate these 2044 housing and job targets through new zoning and land uses in various corridors and nodes throughout Auburn, and in the Downtown area in particular, further described in the next section.

b) Describe features of land use and transportation facilities and services that affect commuters.

Past and Current Land Use

A broad overview of Auburn's existing land use designations shows industrial (light and heavy) designations in the west side of the valley floor portion of the City, extensive commercial development (light and heavy) located along Auburn Way N, Auburn Way S, and A Street SE, and sizable heavy commercial designated areas near the SR 18 and 15th Street SW interchange and between 15th Street NW and 37th Street NW (Emerald Downs). Residential development generally exists along the east side of the valley floor and the surrounding hillsides of West Hill, Lea Hill, and Lakeland Hills. A major land use activity in Lea Hill to the east includes Green River College (a CTR-affected site) located on SE 320th Street.

The existing land use element identifies Industrial as the City's second most predominant zoning designation (Residential being first). Consequently, the City's land use plan establishes a development pattern that has traffic generated by these industrial uses directed toward the State Highway System.

Another key feature in the land use element is a Heavy Commercial designation at 15th Street SW, adjacent to SR 167 and SR 18. This commercial designation is the site of The Outlet Collection. The Outlet Collection generates high volumes of local and regional traffic that utilizes State highways and City streets. Auburn's "Auto Row", along Auburn Way N, to the north of downtown also generates large volumes of local and regional traffic.

Downtown Auburn is near the geographic center of the City, located generally east of the Interurban Trail, north of SR 18, west of F Street SE/NE, and south of 3rd Street NW/NE and 4th Street NE. Downtown Auburn is designated as a Regional Growth Center by the Puget Sound Regional Council (PSRC) as part of Vision 2050. Designated Regional Growth Centers are identified for housing and employment growth. Downtown Auburn contains a mix of land uses, including residential, commercial, and industrial uses. Commercial uses in Downtown are focused along Main Street, Auburn Way, and A Street SE. Historically, this commercial development has served predominantly local needs. However, the presence of Auburn Station, MultiCare, City Hall, and new development projects, combined with regulations and policies that encourage transit-oriented developments (TODs), downtown commercial development will serve a broader range of needs in the future.

The City's Comprehensive Plan land use map focuses residential development in the eastern portion of the valley and in the West Hill, Lea Hill, and the Lakeland Hills area. Access to the State Highway System in Lea Hill is limited to SR 18 at SE 304th Street. Future impacts on the State Highway System in the Lea Hill area will primarily be commuter traffic due to the predominance

of residential comprehensive plan designations in that area and the continued growth of Green River College. The development of Lakeland Hills will also principally result in increased commuter traffic.

Future Land Use

To address the growth targets of 12,112 new housing units and 19,520 new jobs, the 2024 Comprehensive Plan was developed to accommodate the housing and job targets through new zoning and land uses in various corridors and nodes throughout Auburn, and in the Downtown area in particular.

Table 1, below, shows the employment capacity by zone. The employment capacity estimates accommodating 20,701 new jobs at the maximum buildable capacity by 2044, exceeding the City's target of 19,520. Growth is targeted for the Downtown Urban Center (DUC) and in Growth Centers, whose core is primarily R-NM Neighborhood Mixed-Use. Additional growth in commercial space is also anticipated, following a recent trend in industry job growth in auburn.

Table 1: Employment Development Capacity by Zone⁴

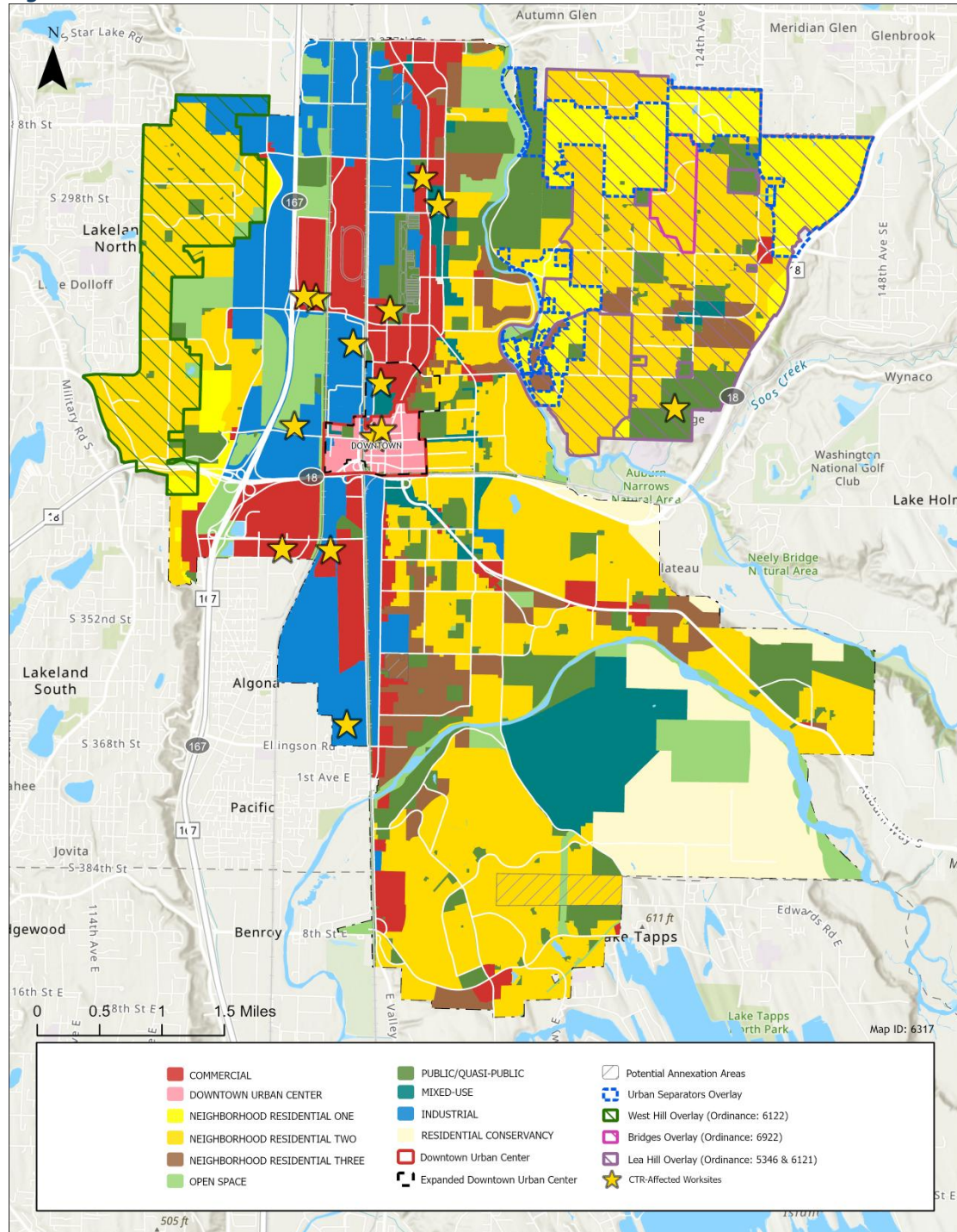
Non-Residential Districts	Developable Acres	Net zoning changes (acres)	Assumed Density – DU/Acres	Employment Capacity (units)
Light Commercial (C-1)	32	-13	845,391	2,254
Heavy Commercial District (C-2)	8	-8	-	-
Auburn Gateway District (C-AG)	0	15	653,400	653
Light Industrial (M-1)	132	-41	3,945,338	3,945
Heavy Industrial (M-2)	81	-9	3,122,925	3,123
Airport Landing Field (AF)	5	0	233,038	233
Mixed-Use Districts	Developable Acres	Net zoning changes (acres)	Assumed Density – DU/Acres	Employment Capacity (units)
DUC Downtown Urban Center – 125	0	5	163,350	408
DUC Downtown Urban Center – 75	0	5	163,350	408
DUC Downtown Urban Center – 55	0	4	130,680	327
DUC Neighborhood Residential	0	3	98,010	245
DUC Health and Wellness – 125	0	2	87,120	218
DUC C-1	0	13	566,280	1,510
DUC C-2	0	12	522,720	1,394
DUC M-1	0	39	1,698,840	1,699
Neighborhood Mixed-Use (R-NM)	0	89	1,938,420	5,169
Total New (2044) Jobs Capacity				21,587

As seen in the map of future land use in Auburn (see Figure 3), mixed-use and commercial land use is concentrated along Auburn Way N and I St SE where frequent transit is planned to start

⁴ *Imagine Auburn: City of Auburn Comprehensive Plan Update 2024.*

operating in 2026, as well as in locations of known future development plans, including the Outlet Collection area along 15th Street SW, Icon Material mining operations and adjacent lands along the east side of Kersey Way (known as the Segale devilment area), and vacant or underdeveloped land areas on Lea Hill and West Hill. Industrial land use, where future job growth is also targeted, is concentrated along the C Street SW, A Street NW/B Street NW, and West Valley Highway corridors.

Figure 3: Future Land Use in Auburn



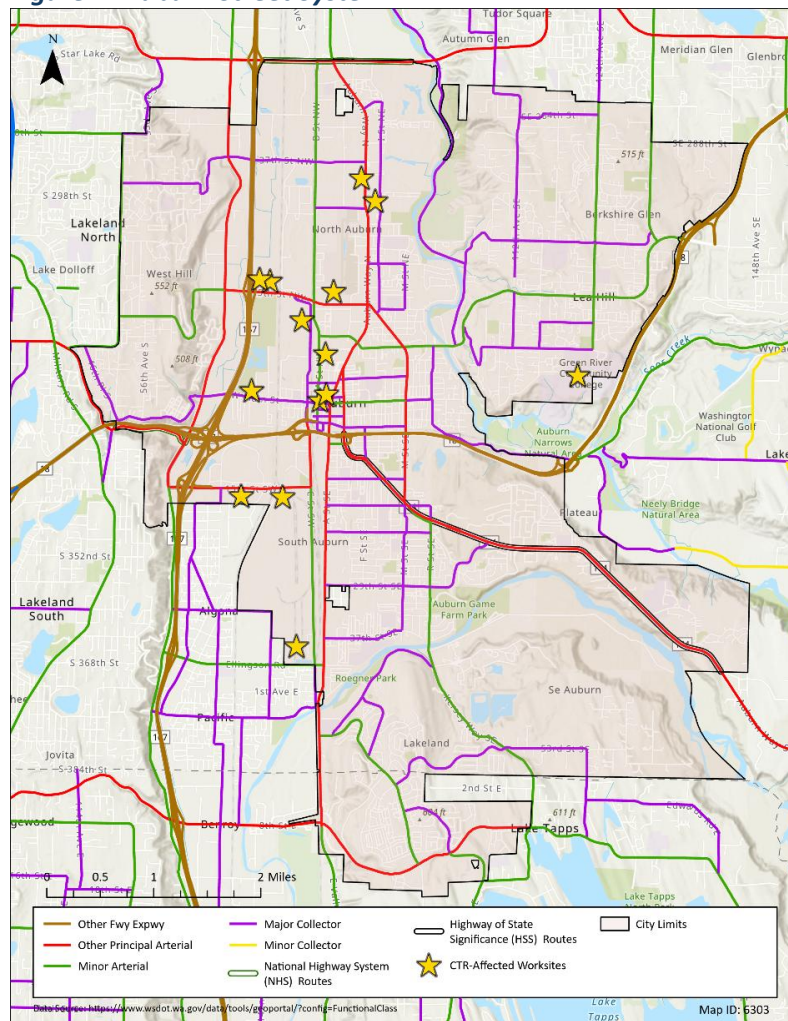
Transportation Facilities

Streets System

The City has roughly 250 centerline miles of public roadways.⁵ The City's planned arterial street network is mostly established with existing roadways with only a few new arterials that have yet to be constructed. Many of the City's arterial and other streets were not built to current City design standards as the network itself is a product of almost a century of evolving standards and design approaches. Many older roads, including those inherited through several annexations, do not include robust pavement sections and do not accommodate active transportation users.

The street system functions as a network. Functional classification is the hierarchy by which streets and highways are defined according to the service they provide. There are three main classes of streets in Auburn: arterials, collectors, and local streets. Figure 4 provides the currently adopted classification of Auburn's existing and planned streets, with current CTR-affected worksites shown for reference.

Figure 4: Auburn Street System



⁵ City of Auburn 2024 Comprehensive Transportation Plan.

Future Streets System Conditions

Using the City's VISUM-based travel demand model and the 2044 Preferred Land Use Future model of the 2024 Comprehensive Plan, it is forecasted that AM peak hour (7:00 – 9:00 AM) trips will increase by 28% (from 22,900 trips today to 19,300 trips in 2044), and PM peak hour (4:00 – 6:00 PM) trips by 37% (from 30,700 trips today to 42,200 trips in 2044).⁶

Active Transportation

The City recognizes that the past development of the transportation system has prioritized the automobile as the primary travel mode. A side effect of this has been conditions less conducive to active transportation travel. The City seeks to redress the balance by enhancing conditions in which active transportation modes are a realistic and attractive travel option.

Over the last 15 years, there have been significant improvements to active transportation facilities in Auburn's Regional Growth Center (Downtown Auburn). Sidewalk, Americans with Disabilities Act (ADA), and lighting improvements have been made to main Streets, S Division Street Promenade, City Hall Plaza and Plaza Park, and behind the shops on E Main Street. Growth in the downtown core has resulted in the development of multi-story residential and office buildings and senior housing, helping renew the pedestrian infrastructure and creating a need for continued effort to maintain and improve the sidewalk system. In addition, the Sounder Auburn Station and transit hub at W Main Street and C Street SW provide pedestrians with more options for connecting to regional destinations.

These improvements contribute to a more hospitable environment for pedestrians. Despite the progress that has been made over the past years, there are still many areas of need and gaps in active transportation systems in Downtown Auburn and in other areas throughout the city.

Commercial development outside Downtown exists primarily along arterials and is dominated by strip development and auto-oriented businesses. Although sidewalks are provided on most arterials, pedestrians may feel exposed to the traffic. Surface parking lots border the sidewalks, and driveways interrupt the continuity of the sidewalk system. The high volumes of vehicular traffic and wide streets along arterials, such as Auburn Way, pose a barrier for pedestrians crossing the roadway.

Residential areas, such as southwest Lea Hill, were built under King County's jurisdiction and sidewalk construction was not required. Breaks in the sidewalk network require pedestrians to maneuver around parked cars, into private yards, or into the street. In newer neighborhoods such as Lakeland Hills, sidewalk built to the City standards applicable at the time of their construction are provided on both sides of the streets.

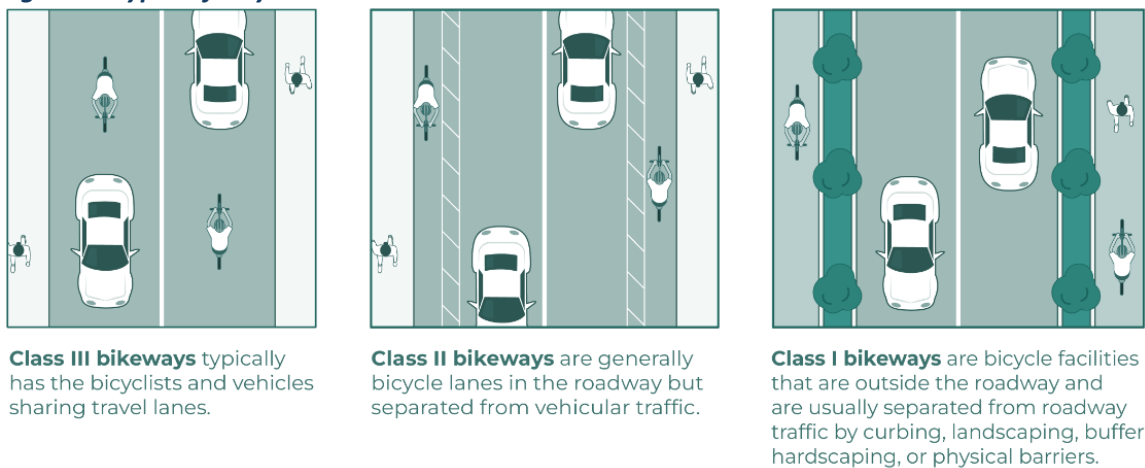
Lea Hill and West Hill neighborhoods have a sporadic and often disconnected sidewalk system. Most newer residential developments have sidewalks, but many of the older residential areas and arterial streets are missing large segments of sidewalk, resulting in an inconsistent pedestrian environment.

⁶ *City of Auburn 2024 Comprehensive Transportation Plan.*

The Auburn Valley is flat and conducive to cycling for a range of skill levels and has a good network of existing or planned north-south biking routes and trails. Areas along the Green and White Rivers provide opportunities for multi-use trails that accommodate bicyclists and pedestrians. The Interurban Trail is part of a major north-south regional trail system. The Green River Trail is also an extension of a north-south regional trail. Conversely, there are few existing east-west connections between the West Hill and Lea Hill areas of Auburn which are more challenging due to steep topography. Many bicycle lanes exist throughout the City but often have gaps before forming a fully connected network or connection to transit and trails.

In 2024, the City's existing bike facilities were mapped using aerial photography and field verification. Bike facilities are categorized into three classes: Class I Bikeways, Class II Bikeways, and Class III Bikeways. These categories are shown and described in Figure 5.

Figure 5: Types of Bicycle Facilities



All roads in the City are considered Class III Bikeways. However, only bike facilities of Class III Bikeways with Pavement Markings level and higher were included in the inventory. The inventory, with current CTR-affected sites shown as reference, is depicted in Figure 7 and yielded the statistics shown in Figure 6.

Figure 6: Existing Bike Facility Statistics as of January 2024

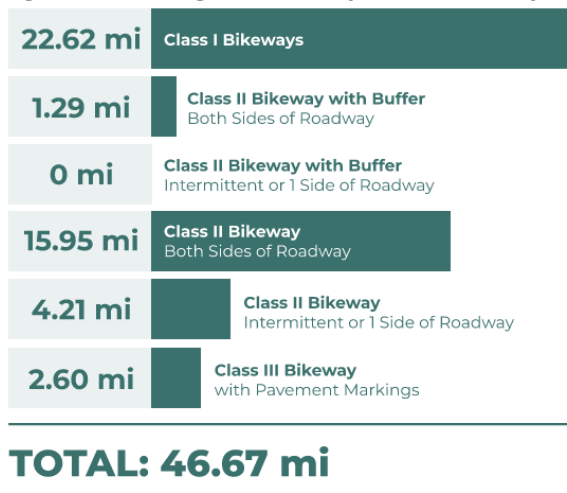
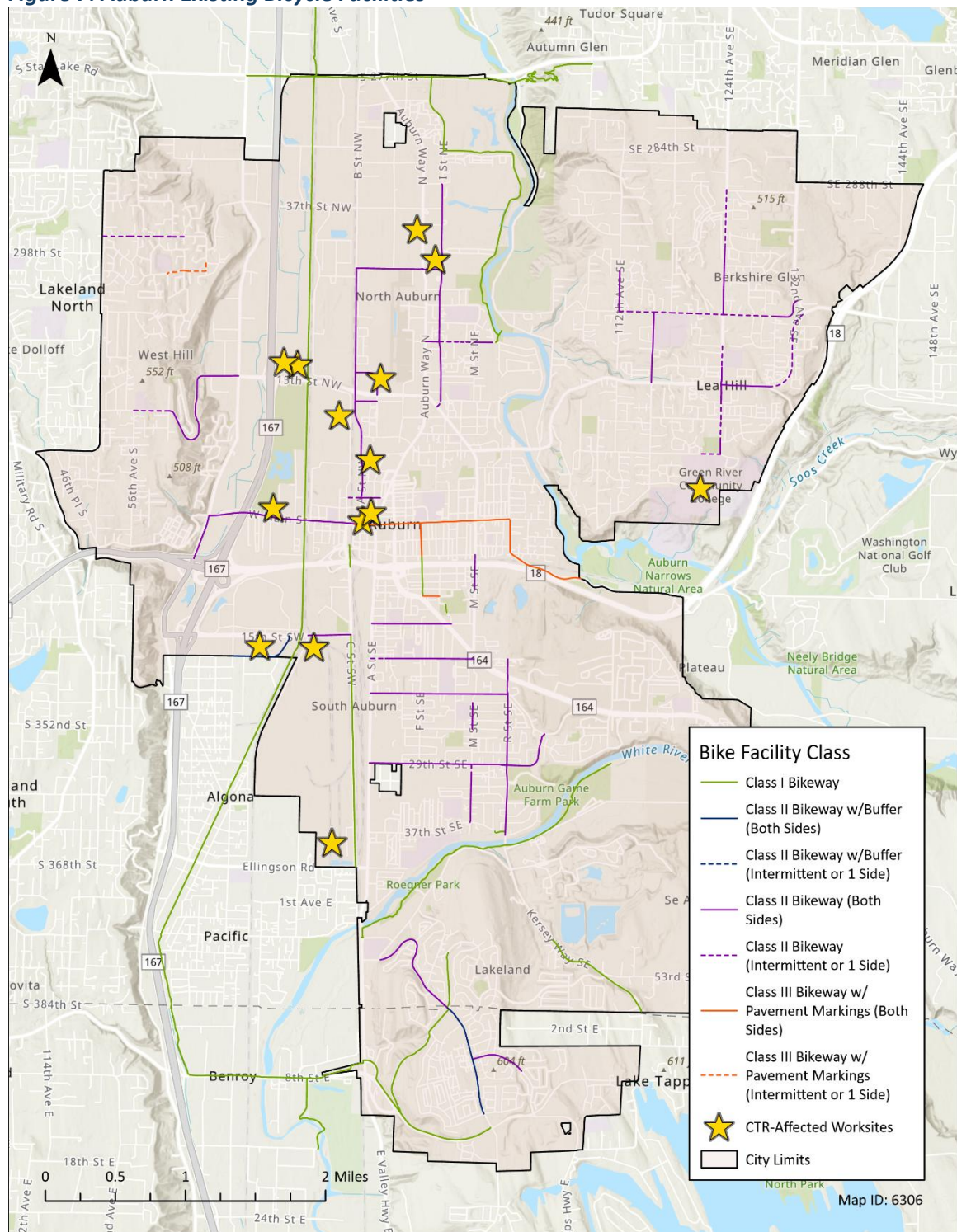
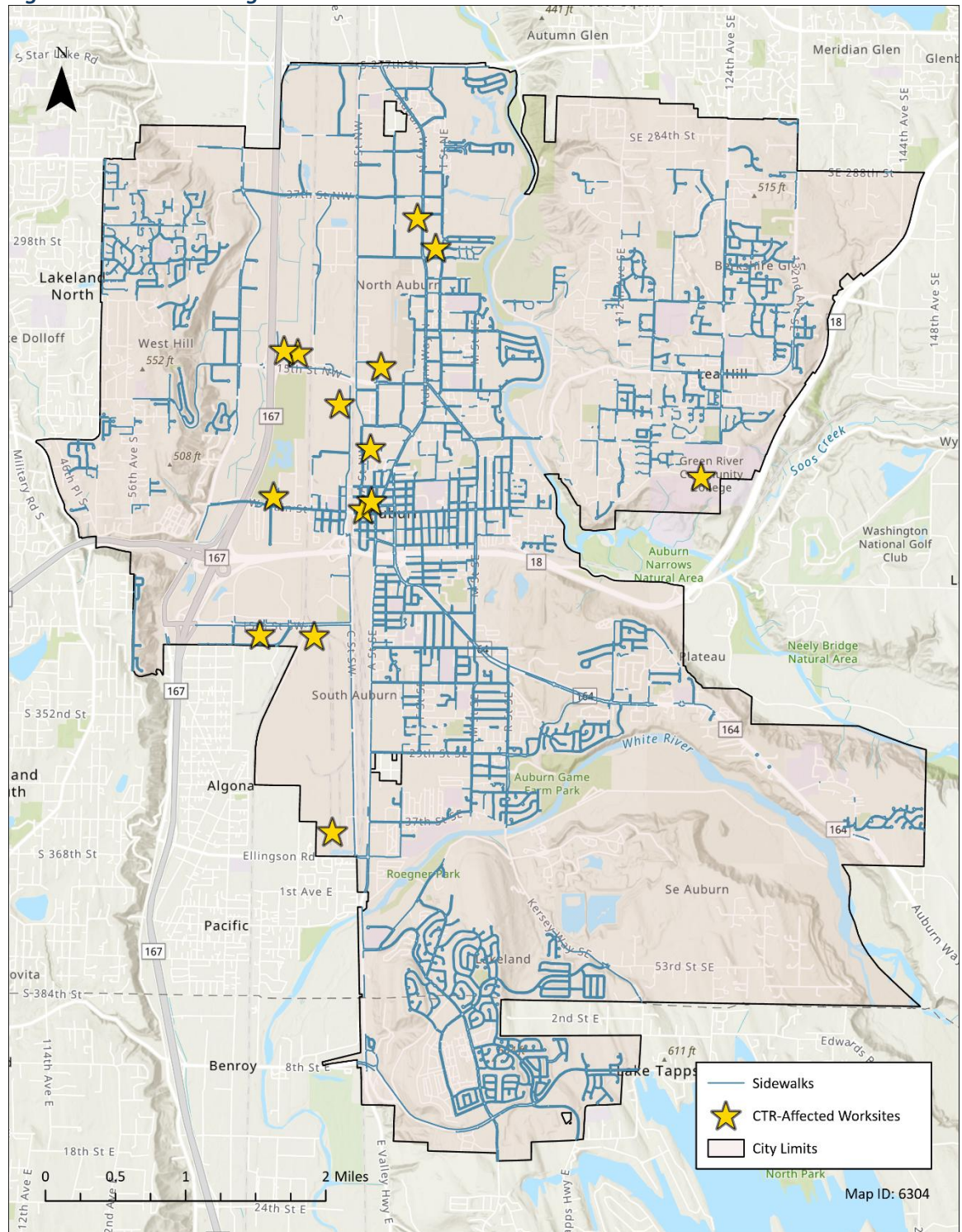


Figure 7: Auburn Existing Bicycle Facilities



Similar to bicycle facilities, a citywide sidewalk inventory was completed in 2022 for citywide sidewalk. This inventory includes location, surface type, width, length, and surface area. When mapped out, it shows where there are sidewalk gaps throughout the City. See Figure 8.

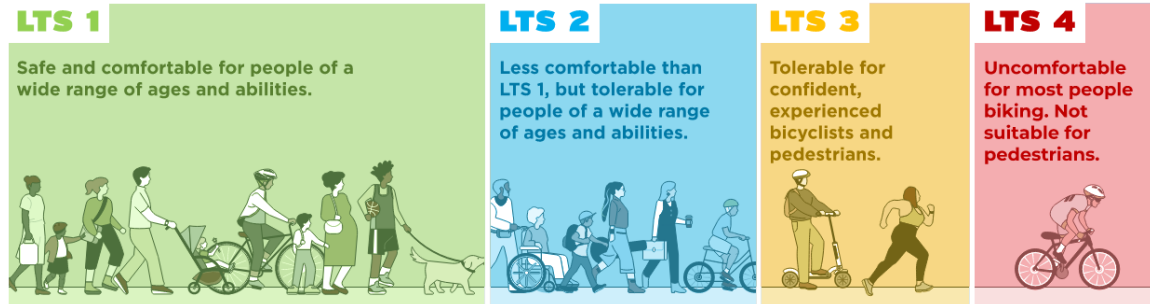
Figure 8: Auburn Existing Sidewalks



Future of Active Transportation Facilities

The 2024 Comprehensive Transportation Plan (CTP) policies establish active transportation LOS standards based on the Level of Traffic Stress (LTS). LTS, depicted in Figure 9, describes how comfortable a pedestrian or bicycle route feels to its users based on a variety of variables. The City rates the LTS of its bicycle and pedestrian facilities on a scale of “1” to “4”, with “1” being the most comfortable and “4” being the least comfortable facilities. For more details on how the LTS is calculated and how pedestrian and bicycle facilities are scored, please refer to the CTP.

Figure 9: Level of Traffic Stress (LTS)

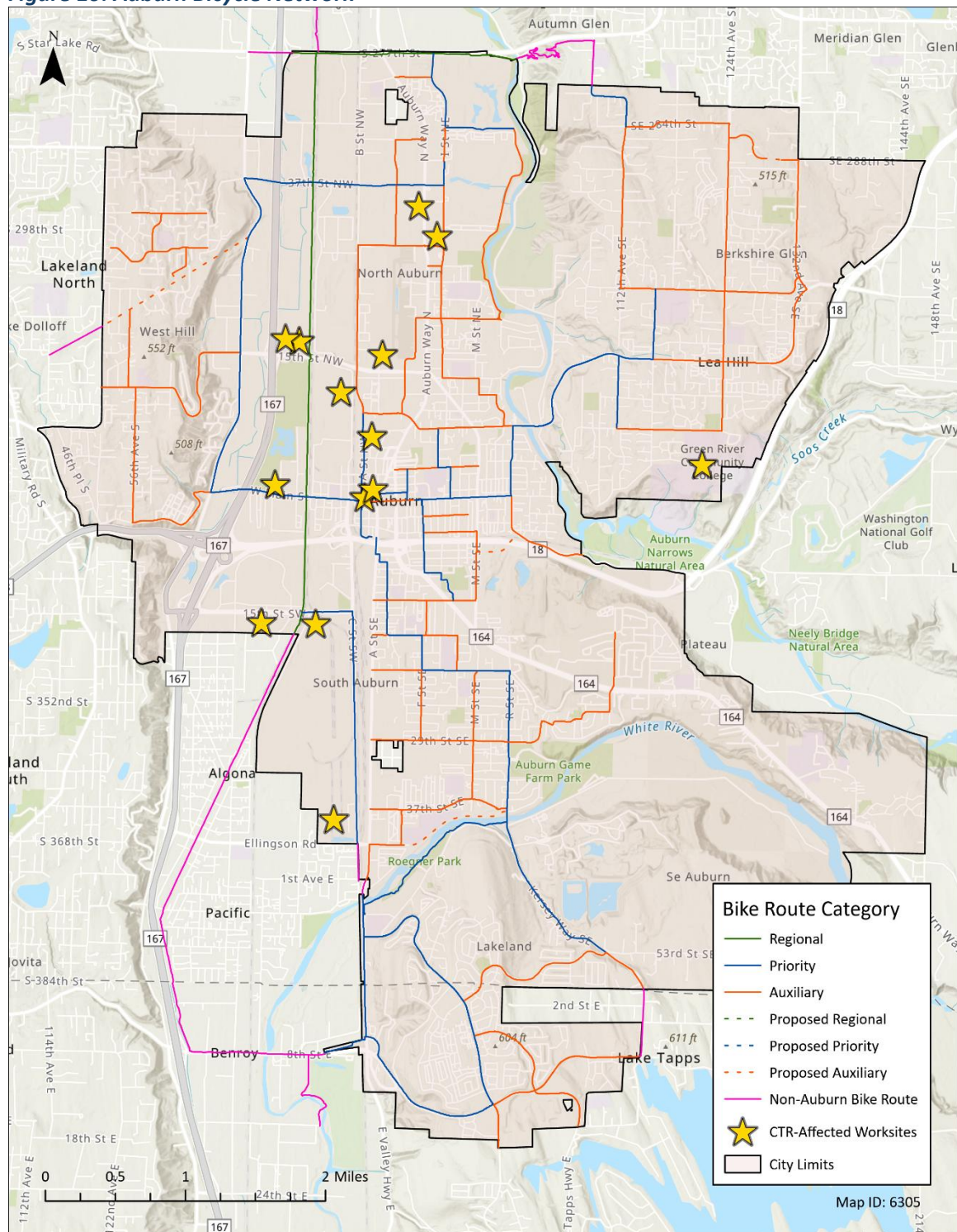


The CTP policies establish an LTS of “2” as the minimum standard for new and upgraded pedestrian facilities. The CTP also establishes that new and upgraded pedestrian facilities meet current ADA requirements.

As part of the 2024 CTP, the City has classified existing and planned bicycle routes as either Regional, Priority, or Auxiliary Routes. Regional Routes provide connectivity through the City to areas outside the City. Priority Routes provide connectivity from Auxiliary Routes to Regional Routes, frequent transit stops, and Auburn Station. Auxiliary Routes provide connectivity to Priority Routes from neighborhoods, commercial areas, schools, services, and non-frequent transit stops. Together, these routes create a network that, when completed, will support general movement of cyclists throughout the City and provide connectivity between neighborhoods and commercial areas to transit stops, regional trail connections, and the downtown urban center. Figure 10 shows what the bicycle network will look like when it is built out.

The CTP policies establish standards that require Regional Routes to have the lowest LTS of “1”, Priority Routes to have a slightly higher LTS of “2” or less, and Auxiliary Routes to have an LTS of no more than “3”.

Figure 10: Auburn Bicycle Network



Transit

The current transit service available, shown in Figure 12, in Auburn includes:

- Sound Transit Sounder commuter rail service
- Sound Transit express bus service
- King County Metro (KC Metro) frequent route service
- KC Metro and Muckleshoot Tribal Transit local route service
- KC Metro DART service
- Pierce Transit express route service

The service levels for bus routes – frequent routes, local routes, and DART and express routes – are described in Figure 11, below.

Figure 11: Service Levels for Bus Routes

	 Level of Service	 Service/ Frequency	 Distance Between Stops
Frequent Routes BRT – Bus Rapid Transit (RapidRide) 	HIGHEST service frequency/ hours	< 15 MINS OR LESS headways during service hours Minimum 4 buses/hour during peak times (currently route 160)	STOPS EVERY 1/2 MILE
Local Routes 	MEDIUM service frequency/ hours	≤ 30 MINS headways during peak hours ≤ 60 MINS during service hours outside of peak hours (currently routes 181, 184, Muckleshoot Tribal Transit)	STOPS EVERY 1/4 MILE
DART & Express Routes 	LIMITED service frequency/ hours	Service with few stops between destinations, intended to take riders quickly to the key destinations. • Express routes are currently routes 497, 566, and 578 • Dial-A-Ride Transit Service (DART) routes are currently routes 915 and 917	STOPS EVERY 1/4 MILE

King County Metro Transit (KC Metro)

KC Metro provides frequent, local, and DART bus services linking destinations within the community and providing regional connections to Auburn Station.

Route 160 provides connection between Auburn Station, Kent Station, and the Renton Transit Center with very limited stops in between. It provides a maximum of 15-minute service during peak hours and 30-minute service during off-peak, and operates from 4 am to 3 am on weekdays and from 5 am to 3 am on weekends. This route will become the RapidRide I Line in 2026 and will provide service every 10 to 15 minutes.

Route 165 provides regional service between Kent, Auburn, and Green River College. It connects with Route 181 at Green River College. This route provides 20-minute service during peak hours and 30- to 60-minute service during off-peak, operating from 5 am to 12 am on weekdays and 6 am to 12 am on weekends.

Route 181 provides daily service between the Twin Lakes Park-and-Ride, Federal Way Commons mall, Federal Way Transit Center, the Outlet Collection, Auburn Station, and Green River College. It provides 15- to 30-minute service during peak hours and 30- to 60-minute service during off-peak, operating from 5 am to 11:30 pm on weekdays and 6:45 am to 11:30 pm on weekends.

Route 184 provides daily service from Auburn Station to south Auburn. It provides 20- to 30-minute service during the day, and 30- to 60-minute service during nights and weekends, and operates from 4:30 am to 1:30 am on weekdays and 5:30am to 2 am on weekends.

Route 915 provides weekday and Saturday service between Auburn Station and Enumclaw via Auburn Way South. The route also includes a small portion of DART service with limited variable routing in response to rider requests in downtown Enumclaw and the northern part of the Auburn Downtown Urban Center around the MultiCare Auburn Medical Center. This route provides 40- to 60-minute service operating from 4:30am to 7:45 pm during weekdays, and 90-minute service operating from 10am to 6:30 pm on weekends.

Route 917 provides weekday and Saturday service between A Street SE, 41st Street SE, Algona, the Outlet Collection, and Auburn Station. The route offers DART service (limited variable route) in portions of Pacific. This route provides 25- to 40-minute service on weekdays, and 60-0minute service on weekends. It operates from 5 am to 7 pm on weekdays and from 8:30 am to 5:45 pm on weekends.

ACCESS Transportation is KC Metro paratransit service, providing door-to-doo, shared-ride van transportation within most of King County. The ADA requires door-to-door paratransit service for persons whose disability prevent use of accessible fixed-route bus service.

KC Metro sponsors **vanpool services** that serve residents and employees in Auburn. Vanpool is a shared-ride service that provides group transport for commuters with proximate origins and destinations.

Pierce Transit

Route 497 is operated by Pierce Transit in partnership with the City of Auburn and KC Metro. It operates peak hour weekday service between Lakeland Hills and Auburn Station. As a morning

and evening service meeting Sounder commuter rail schedule, Route 497 is a commuter-oriented route, but is open to all riders. Route 497 primarily serves Sounder passengers and significantly reduces the demand for commuter parking at the Auburn Station parking garage managed by Sound Transit.

Pierce Transit also provides **vanpool services** similar to those offered by KC Metro.

Sound Transit

Sound Transit operates the **Sounder commuter rail** service on the Lakewood to Tacoma to Seattle route (S Line) via the BNSF Railway. The S Line provides weekday peak hour trips northbound to Seattle in the morning and southbound from Seattle to Tacoma to Lakewood in the afternoon. Limited reverse direction trips are also provided in each peak hour, as well as limited midday service. Some connections are available between S Line Sounder trains, which terminate in Seattle, and N Line Sounder trains from Everett to Seattle. Additional special event service to and from Seattle for Mariners, Seahawks, and Sounders games is available on some weekends.

Currently, nine trains operate northbound to Seattle in the morning peak and ten trains return southbound during the evening peak. Three trains operate southbound to Tacoma/Lakewood in the morning and northbound to Seattle in the evening. There is currently one midday train running northbound to Seattle.

Route 566/567 offers daily weekday, limited-stop service between Auburn Station, Kent Station, Renton Transit Center, Bellevue Transit Center, and Overlake Transit Center. It provides 20- to 30-minute service northbound during the morning peak from 5:30 am to 11:00 am, and 20- to 30-minute service southbound during the evening peak from 1:40 pm to 8:00 pm.

Route 577/578 offers daily limited-stop service between Puyallup, Sumner, Auburn, Federal Way, and Seattle. Route 577 provides service between the Federal Way Transit Center and Seattle during the peak periods when the Sounder train is in operation. The 578 provides service between Puyallup and Seattle during the off-peak hours when train service is not currently provided. Route 578 provides 30- to 60-minute service on weekdays. On weekends, Route 578 provides hourly service.

Sound Transit operates **Auburn Station** located in downtown Auburn. This full-service multimodal facility provides parking for a total of 633 vehicles in a six-story parking garage and a surface parking lot. A number of parking stalls are reserved for carpool/vanpool, and a number of stalls are reserved for paying single-occupant vehicles.

Auburn Station currently handles approximately 470 daily bus trips. Approximately 3,000 passengers ride bus service to/from the station on a daily basis. Boardings at Auburn on the Sounder commuter rail are approximately 1,300 per day.⁷

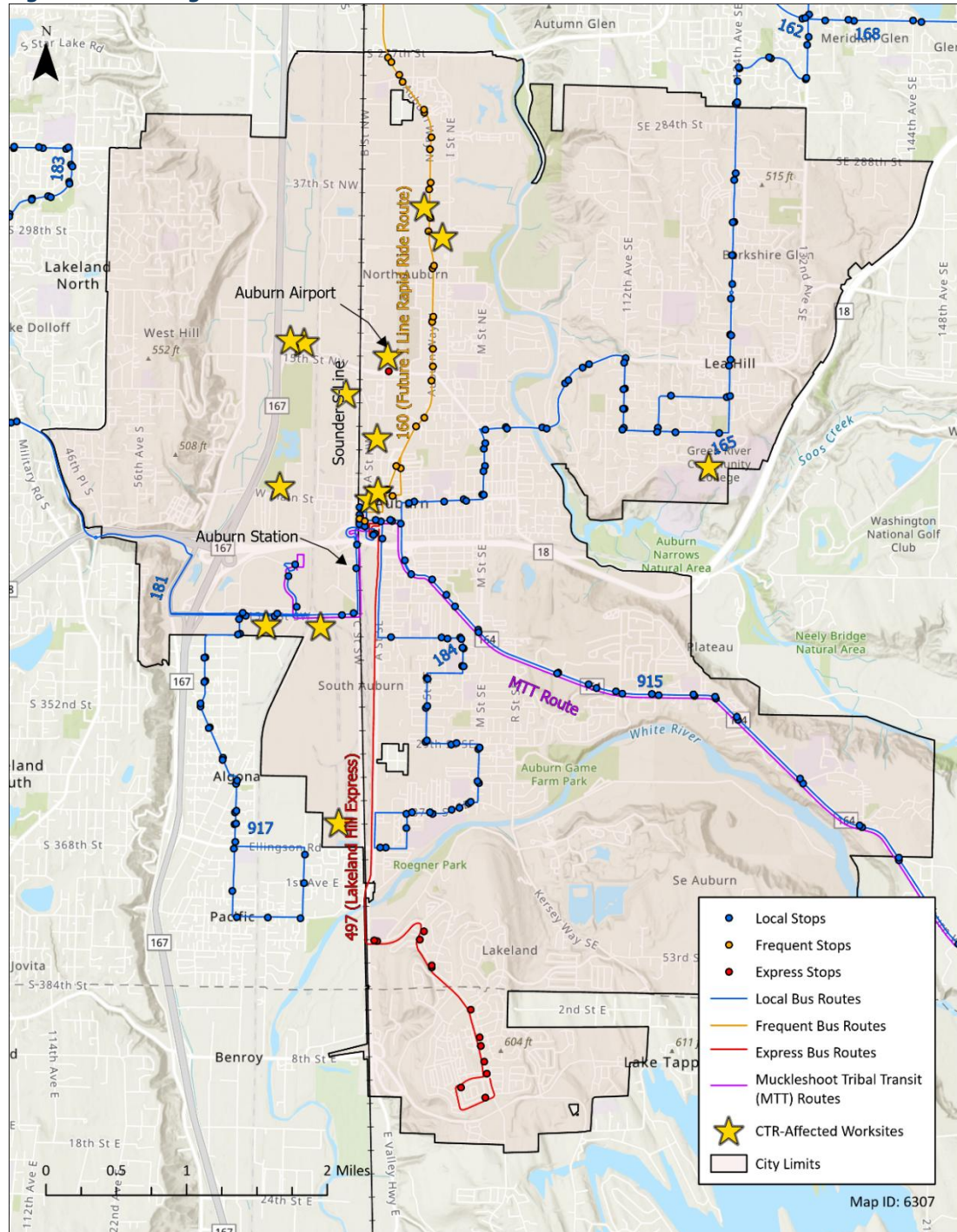
Muckleshoot Tribal Transit

Muckleshoot Indian Tribe (MIT) currently operates the Muckleshoot Tribal Transit (MTT) services that offers two publicly available transit routes. The Reservation Hot Lap provides local service

⁷ City of Auburn 2024 Comprehensive Transportation Plan.

between SE 384th Street and SE 416th Street with 30- to 60-minute service from 7 am to 8 pm on weekdays. The Reservation Route serves the SR 164 corrido generally between SE 416th Street, Downtown Auburn, and the Outlet Collection with 30-minute service from 5:30 am to 8:30 pm on weekdays, and 30-minute service from 10 am to 4:30 pm on Saturdays and holidays. MTT shares many stop locations with KC Metro and is a valuable resource to the community as the service is free to all passengers.

Figure 12: Existing Transit Service in Auburn



Current Transit Needs and Gaps

The **West Hill** of Auburn is currently not directly served by any transit service, making its 7,500 residents the least transit served people in Auburn. Auburn's West Hill is also unique in that it sits between Auburn Station and the Federal Way Transit Center. This presents an opportunity to provide transit connections from West Hill to the Federal Way Transit Center, Auburn Station, or both.

With the Link Light Rail expanding south to Federal Way with an expected opening in 2026, there is an opportunity and need to improve Auburn's overall access to regional transit systems through frequent and efficient transit services **between Auburn Station and the Federal Way Transit Center**.

When the light rail is complete to the Federal Way Transit Center, the demand for this route is likely to increase significantly.

The **Lea Hill** area of Auburn, which is a predominantly residential community, has two transit routes that primarily serve Green River College, leaving a large portion of the residents unable to walk or bike to a transit route. In 2014, a license plate survey of the Auburn Station garage indicated that a substantial number of Lea Hill residents utilize transit service at Auburn Station. This suggests that a commuter-oriented shuttle serving Lea Hill, similar to Route 497 in Lakeland Hills, could be successful.

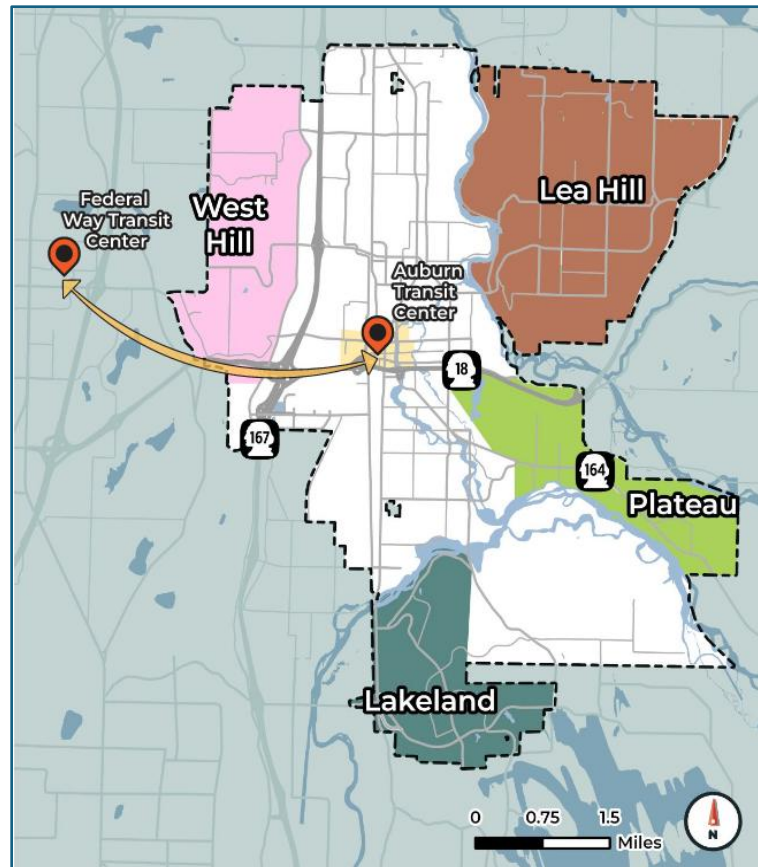
The **Plateau** is currently served by KC Metro Route 915 and MTT. With both of these routes running, headway time ranges from 30 to 60 minutes. This provides an opportunity for KC Metro and MTT to work together to shorten headways along Auburn Way South.

Future of Transit Service

Sounder Commuter Train

Due to shifts in Sounder commuter train ridership since the COVID-19 pandemic and changes in many commuters' work schedules, particularly the increase in telework, Sound Transit is re-

Figure 13: Auburn Neighborhoods with Transit Needs and Gaps



examining the priorities from the 2020 Sounder South Strategic Plan. Prior to the pandemic, near capacity ridership growth was expected during the peak periods, resulting in the plan prioritizing longer trains (from second cars to ten cars) during the peak periods. However, since the pandemic, peak ridership has lowered, leading Sound Transit to consider prioritizing new trips, including more trips during off-peak hours, over longer trains. Any new trips, however, will require approval from BNSF Railway, which owns most of the tracks the Sounder runs on.

As part of its re-examination of its priorities, Sound Transit conducted public engagement around the question of longer trains during peak hours versus more trips. The survey results showed that approximately 90% of respondents preferred adding new trips over longer trains. Sound Transit will use the feedback from its public engagement, along with other research, to inform Sound Transit Board discussions regarding its Sounder S Line operations.

Sound Transit Link Light Rail

Approved by voters in 2016, Link Light Rail Line 1 will be extended down to Federal Way, with a planned opening in 2026. When it opens, this will add nearly eight miles to the regional light rail system, connecting Federal Way to Seattle via light rail and will include stops at Kent Des Moines Station, Star Lake Station, and Federal Way Transit Center. As noted in the Transit Needs and Gaps section above, when this light rail extension opens, demand for a frequent and efficient connection between the Federal Way Transit Center and Auburn Station is anticipated.

South Link Connection Project

KC Metro, in collaboration with Sound Transit and other partners, is undertaking the South Link Connections Project that will prepare a study that identifies and evaluates potential service changes to better connect its system with the upcoming Federal Way light rail extension. In Auburn, the project has identified potential changes to Route 165, increased frequency in Route 181, and inclusion of Auburn in Metro Flex service areas.

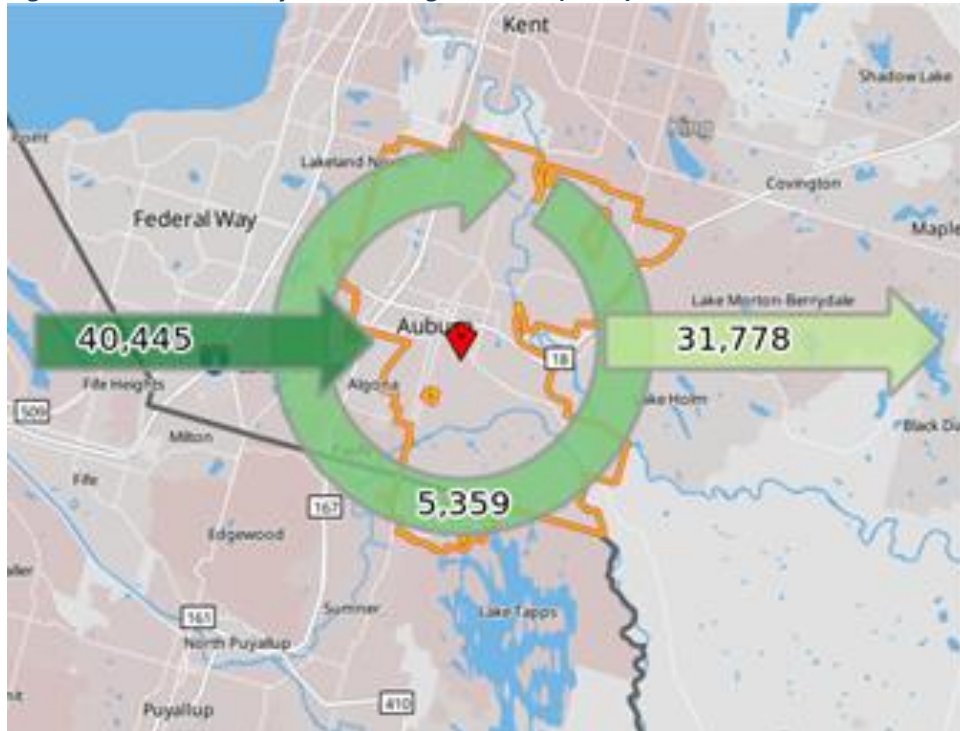
Route 165 currently connects Green River College to Kent Station, Kent-Des Moines Station, and the Burien Transit Center. The proposed change to this route would split Route 165 at Kent-Des Moines Station to create a new Frequent Route 164, with 15-minute weekday headways, and new Local Route 166.

The South Link Connections Project is also proposing creation of two new Metro Flex service areas that would serve Auburn residents and employees. Metro Flex is an on-demand neighborhood ride share service, allowing transit users to ride anywhere within its service area at the same cost as a KC Metro bus trip. Metro Flex provides service in places that are not near frequent bus or rail service, helping to fill transit gaps in the areas that it serves. To provide service to West Hill, which currently has no transit service at all, KC Metro is proposing a Federal Way Metro Flex service area, which would connect West Hill residents to the Federal Way Transit Center. This service area, however, would not connect West Hill to Auburn Station. KC Metro is also proposing a South Auburn service area. This service area will provide Metro Flex service to the south valley area and a portion of the plateau, connecting them to Auburn Station.

c) Describe whether and how commuting patterns have changed in the past few years.

As of 2020, 5,359 Auburn residents both live and work in the city, while 31,778 residents worked outside of the city. Additionally, 40,445 people commuted from outside the city to work in Auburn. Figure 14 shows these figures, demonstrating that more people work in Auburn and live elsewhere than those who live in Auburn and work elsewhere. This results in an increased pool of residents and employees who engage with City services and businesses.

Figure 14: Auburn Daily Commuting Patterns (2020)⁸



While the above data predates the COVID-19 pandemic, the large share of jobs in the city that tend to be in-person – health care, retail, manufacturing, construction, transportation and warehousing, and hospitality and food – suggests that the commuting patterns may have been less affected by the pandemic in Auburn compared with other areas in the region that have a higher share of jobs suitable for telework.

Transit

Prior to the COVID-19 pandemic, monthly boardings of the S Line Sounder commuter train at Auburn Station tended to be between 25,000 to 35,000 passengers. In 2020, however, this dropped to between 2,500 and 4,800. While ridership has been increasing since 2020, and particularly since 2021, total ridership is still well below 2019 levels. Individual station ridership numbers are not currently available for the S Line, but the total line ridership numbers show that 2024 ridership is at roughly half of what it was in 2019. For January through August of 2024,

⁸ US Census on the Map, 2020.

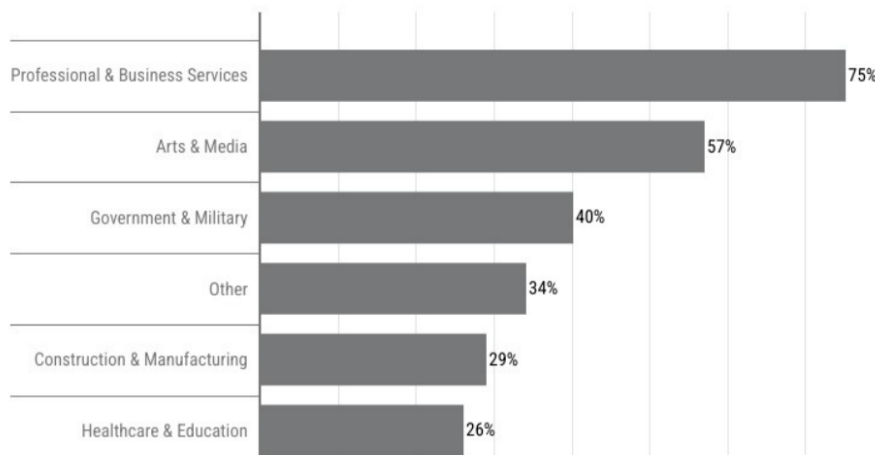
ridership totaled 1,222,827 for the S Line. In 2019, the January to August ridership totaled 2,234,184, putting 2024 ridership at 54.7% of the 2019 ridership.⁹

On the other hand, while total ridership on KC Metro routes dropped significantly during the COVID-19 pandemic and has not yet caught back up with pre-pandemic levels, boardings in Auburn have actually increased slightly from pre-pandemic numbers. For the system as a whole, weekly ridership for January to July 2019 averaged 400,473 weekly boardings. In 2024, January to July ridership averaged 257,565 weekly boardings, only 64.3% of the 2019 levels.¹⁰ However, in the fall of 2019, daily boardings in Auburn averaged 3,678.2, while daily boardings in the spring of 2024 averaged 3,821.9, a 4% increase.¹¹ This demonstrates a greater reliance and need for transit within Auburn compared to other parts of King County.

Working at Home

The COVID-19 pandemic also resulted in a significant change in how many workers have been given the opportunity to work from home at least one day a week. In 2023, PSRC conducted its Household Travel Survey (HTS) throughout the Central Puget Sound region, which includes Snohomish, King, Pierce, and Kitsap Counties. This survey showed that throughout the region, 12% of workers work entirely at home, 25% work part of the time at home and part of the time at a worksite (hybrid), and 63% of workers work fully in-person at a worksite. The survey results also showed a strong correlation between industry and working at home rates. As seen in Figure 15, some of the industries with the lowest working from home rates include healthcare and education, and construction and manufacturing. In Auburn, health care is the largest industry, and manufacturing and construction are the third and fourth largest industries, respectively. This indicates that while working from home rates have likely increased in Auburn, the increase is likely less than the region overall.

Figure 15: Working at Home Rates by Industry in the Central Puget Sound¹²



⁹ <https://www.soundtransit.org/ride-with-us/system-performance-tracker/ridership>

¹⁰ <https://kingcounty.gov/en/dept/metro/about/data-and-reports/performance-reports>

¹¹ King County Metro Ridership by Area Report, accessed November 27, 2024.

¹² PSRC 2023 Household Travel Survey

d) List the most important land use and transportation objectives from Auburn's plans that CTR most directly affects.

Land Use Objectives

Throughout the 2024 Comprehensive Plan, reference to the City's values are made. Within the Land Use Element, the values of Wellness and Sustainability are particularly linked to CTR. In reference to Industrial Land Uses, the City values properties and businesses to be connected to nonmotorized corridors that offer alternative means to commute, contributing to both wellness and sustainability.

Policies in the Land Use Element pertaining to Industrial designations propose development incentives to encourage the creation of electric car charging stations, use of sustainable building practices, development of nonmotorized infrastructure, and proximity and connection to public transit. Additionally, landscaping, sidewalks, and bike paths should be integral parts of site design for industrial developments, if it is located in an impression corridor or located within or adjacent to an identified nonmotorized corridor. Overall, the policies emphasize the need for industrial sites to accommodate multimodal travel, tying in with the goals of CTR.

Furthermore, the Land Use Element focuses denser residential areas closer to multimodal transportation options. In the description of the Neighborhood Residential Three designation, which encourages a mix of Middle Housing residential, apartment buildings, and mixed-use development, the Land Use Element notes that these communities should be served by high-capacity transit and have nonmotorized connections to surrounding amenities and services or have access to on-site amenities. Additionally, density bonuses should be available to incentivize nonmotorized connectivity to parks and commercial areas and proximity to transit service, among other characteristics. Live-work units are also encouraged in this residential designation, lending itself to increased working from home rates.

Similarly, the Mixed-Use designation, which encourages higher densities and proximity between housing and commercial uses, is primarily located within designated Growth Centers or other areas where walkable communities is desired. This land use designation is not intended to be auto-oriented, and should encourage sustainable transportation options by creating viable options for non-drive-alone transportation.

These values and policies, along with an overall theme of increased density and sustainability, work hand-in-hand with the objectives and goals of CTR.

Transportation Objectives

The 2024 CTP provides 11 transportation goals for the City of Auburn. While all transportation goal, policies, and actions are connected to CTR since transportation in the City is an interconnected system, the goals that are most directly linked to CTR include:

Planning: Plan, expand, and improve the transportation system in cooperation and coordination with adjacent and regional jurisdictions to ensure concurrency compliance with the Growth Management Act, and to improve safety and efficiency of the multimodal system to meet the community needs, facilitate the land use plan, and reduce vehicle miles traveled and greenhouse gas emissions.

Environmental: Comply with environmental laws and regulations.

Multimodal Accessible Network: Ensure Auburn's transportation system is designed to be comprehensive, integrated, accessible for users of all abilities, and facilitates different types of traffic flows, including pedestrians, bicyclists, motorists, transit riders and operators, truck operators, and aviation users.

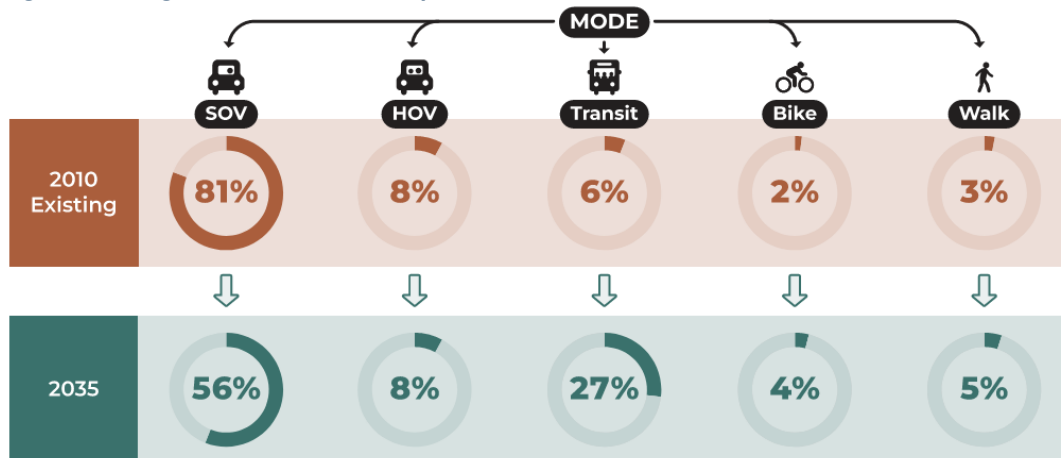
Multimodal Level of Service (MMLOS) Standards: Establish MMLOS for all City streets, active transportation facilities, and access to transit service to serve as a gauge to judge performance of the system and success in helping achieve the comprehensive plan goals consistent with environmental justice.

Multimodal Concurrency: Ensure that those transportation system facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy without decreasing current service levels below established minimum standards.

Demand and System Management: Use Transportation Demand Management (TDM) and Transportation System Management (TSM) strategies to reduce capacity demand on the transportation system.

Using TDM strategies, the City will continue to encourage drivers of single occupancy vehicles to consider alternate modes of travel such as carpools, vanpools, transit, active transportation travel, and alternative work schedules, and has identified mode split goals for the Auburn Regional Growth Center. The existing and 2035 mode split goals are summarized in Figure 16. These goals reflect the desire to significantly reduce automobile travel as a share of work trips, with the most significant increase in transit trips. The reduction in the vehicle mode split will be the result of the right mix of land use changes, transportation investments, and roadway pricing tools. Additionally, factors such as shifting demographic trends, preferences, and technology may contribute to mode shifts above and beyond the identified goals.

Figure 16: Regional Center Mode Split Goals



Parking: Ensure a balance between on-street and off-street parking provided to meet the needs of existing land use, development, and other community needs and as allowed by law.

e) Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve CTR's contribution to the land use and transportation objective referenced.

In past discussions with CTR-affected worksites, some themes that have stood out regarding how to improve non-drive-along trip rates include better connections to transit and bicycle and pedestrian infrastructure. Many of the policies and goals described above in both the Land Use Element and the CTP support improvements in these areas.

The focus in the CTP on growing the multimodal network lends itself to better connecting CTR worksites with bicycle and pedestrian infrastructure. Additionally, focusing active transportation projects in areas with higher levels of transit service will help better connect workers to existing transit service. Continuing to coordinate with transit agencies that serve Auburn, which is included in the policies of the CTP, will help to encourage connection of transit service and major worksites in Auburn.

The focus of the Land Use Element on concentrating both housing and job growth near frequent transit also supports future potential CTR-affected sites. Having housing and jobs near frequent transit would make it easier for Employee Transportation Coordinators (ETCs) to encourage workers to use transit as an alternate mode of transportation. The additional emphasis in the Land Use Element on ensuring future developments include multimodal connections in their sites plans also goes hand-in-hand with CTR objectives.

Because both land use and transportation objectives emphasize multimodal transportation and focusing housing and job density near transit and nonmotorized connections, very little about either should be changed to improve CTR's contribution the objectives. Future iterations of the Land Use Element and CTP should continue its emphasis on multimodal transportation options.

2) Describe how the CTR program will help achieve Auburn's land use and transportation objectives.

a) Describe how and to what extent Auburn's CTR program will help Auburn achieve the land use and transportation objectives referenced in Question 1.

Auburn's CTR Plan and the City's focus on increasing housing density and completing the multimodal networks are mutually reinforcing. By encouraging people to commute via non-drive-alone modes, the CTR Plan supports the market for higher density housing close to transit and the demand for multimodal networks. In turn, the higher density housing near transit and the multimodal networks offer more opportunities for people to commute via non-drive-alone modes.

3) Describe how the CTR program will help achieve Auburn's environmental objectives.

a) Describe how the CTR program will support Auburn's greenhouse gas emission reduction efforts.

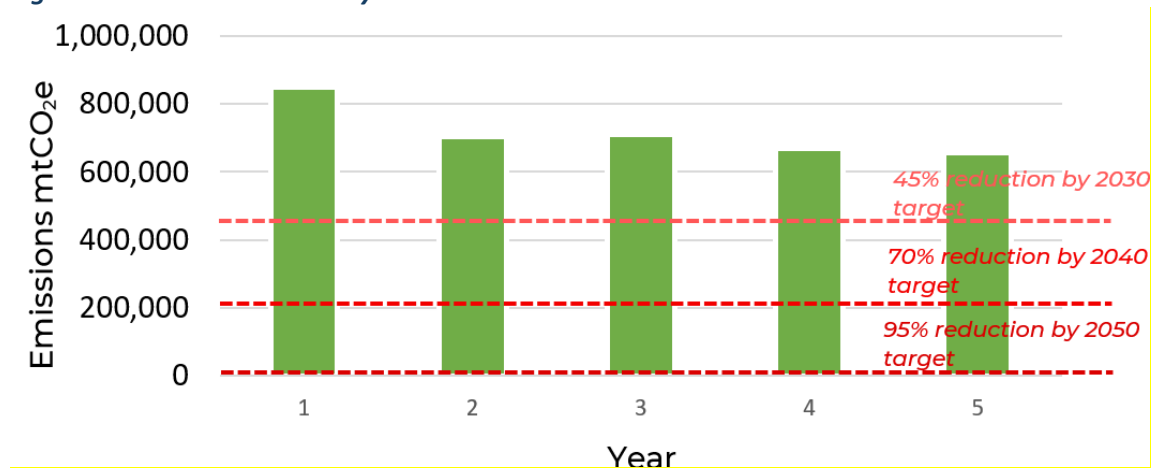
The City's State and County partners have adopted ambitious emissions reductions timelines. Table 2 provides these greenhouse gas emissions (GHG) reduction targets.

	2030	2040	2050
Statewide*	-45%	-70%	-95%
PSRC**	-50%	-	-80%
King County**	-50%	-	-80%
Pierce County*	-45%	-70%	-95%

Table 2: Greenhouse Gas Emissions Reductions Targets¹³

Figure 17 depicts Auburn's emissions forecast and reduction goals. This indicates that while Auburn has found modest success in its approach to emissions reduction in the past, the City will have to take on a more aggressive stance of curbing its emissions sources in order to meet its reduction targets on time.

Figure 17: Auburn Community Emissions Forecast and Reduction Goals¹⁴



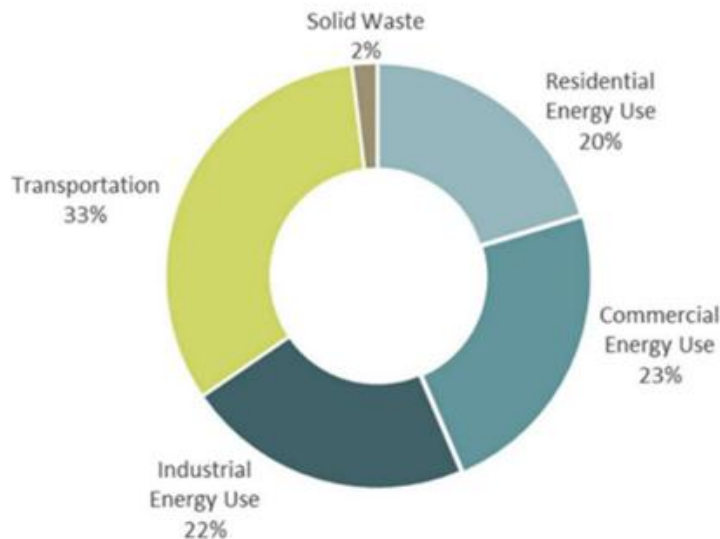
The source of GHG emissions in the City can be broken down into five categories: solid waste, residential energy use, commercial energy use, industrial energy use, and transportation. Of those five categories, transportation is responsible for the largest share of GHG emissions, at 33% (see Figure 18). This makes CTR directly relevant to the City of Auburn meeting its GHG emissions reduction goals. By reducing the drive alone rate at the major employers in Auburn, GHG emissions will, too, be reduced. Since transportation is the largest contributor to GHG emissions,

¹³ Pierce County and Statewide targets are based on 1990 GHG emission levels. PSRC and King County targets area based on 2007 levels.

¹⁴ *Greenhouse Gas Inventory for the City of Auburn, Washington (2018)*

it stands to reason that reductions in transportation emissions will have significant impacts on overall emissions reductions.

Figure 18: Auburn Emissions Inventory by Sector (MTCO₂e) in 2015¹⁵



b) Describe how the CTR program will support Auburn’s environmental objectives in addition to greenhouse gas emission reductions.

As drive-alone trips shift to transit, rideshare, and nonmotorized trips, the demand for new roadways decreases and more land area can be left in a natural, unbuilt state which also improves air quality.

4) Describe how Auburn’s CTR program will help achieve regional and state objectives.

a) Summarize the local, regional, and state benefits that would be gained if you achieve your CTR targets.

Regional Objectives

In its 2022-2050 Regional Transportation Plan (RTP), PSRC notes the following as objectives regarding TDM:

Improving TDM Integration in Planning: TDM and CTR should be considered and addressed at the planning, programming, and implementation stages of regional and local comprehensive plans.

Measuring Program Effectiveness and Efficiency: Define program goals, identify the best TDM strategies to support those goals, and measure how effectively the strategies achieve the goals.

¹⁵ Climate Action Plan of the City of Auburn

Evaluating and Addressing Equity in TDM: Evaluate the equitable distribution and benefits of TDM programs and, if there are deficiencies, identify opportunities to improve equity.

Modernize the CTR Law: The goals and priorities of the CTR law should be evaluated in coordination with WSDOT, including an exploration of expanding its scope.

More broadly, the RTP also speaks to working towards an integrated multimodal transportation system that serves diverse demands. Adequate sidewalks and paths should provide safe walking routes to local destinations. High-quality infrastructure should provide convenient routes for those who want to bicycle. Well-maintained roads, highways, and bridges provide routes for cars, buses, freight haulers, and delivery trucks, as well as cyclists, pedestrians, and people riding scooters, and other new emerging modes of transportation. Fast and frequent high-capacity and local transit should be connected to these other modes of transportation and link important concentrations of jobs and housing and other amenities.

The RTP also addresses environmental concerns and objectives, with climate change being a primary focus of VISION 2050, PSRC's plan for growth. VISION 2050 has a goal for the region to substantially reduce GHGs that contribute to climate change in accordance with the goals of the Puget Sound Clean Air Agency. These goals are 50% below 1990 levels by 2030 and 80% below 1990 levels by 2050.

State Objectives

In its Draft 2023-2025 State Commute Trip Reduction Plan, WSDOT has an overarching goal of increasing the use of high-efficiency transportation options for commuters. To reach this goal, it lists the following objectives:

Improve Delivery of CTR Programs: Pursue programmatic changes to benefit performance, advance customer experience, streamline program administration, and address resource constraints.

Expand the CTR Market to Address Equity: Provide TDM services in more places, to more people, with a focus on vulnerable populations in overburdened communities and tribes.

Produce More Useful Transportation Behavior Data: Monitor, evaluate, and improve data collection.

Expand Investment and Service to Advance Equity and Environmental Justice: Research, evaluate, and implement strategies that address environmental justice in alignment with the Climate Commitment Act (CCA).

Respond to Shifting Mobility Patterns: The CTR program must adapt to changing conditions regarding shifts in response to the COVID-19 pandemic and employer shifts in expectations for employees to physically report to the office.

Reduce Greenhouse Gas Emissions: The State CTR Program encourages use of TDM across the state, which reduces GHG emissions by encouraging use of non-drive-alone modes.

How CTR in Auburn Contributes

As with local land use and transportation objectives, many of the regional objectives and goals go hand-in-hand with CTR success. Through encouraging workers to commute by non-drive-alone modes, the CTR program supports the demand for the integrated multimodal network PSRC calls for. Likewise, building out the regional multimodal network will encourage workers to commute via non-drive-alone modes. Similarly, as drive-alone trips shift to transit, rideshare, and nonmotorized trips, GHG

emissions will lower. As with the City's GHG emissions, transportation – and particularly on-road vehicles – accounts for the greatest share of GHG emissions (see Figure 19).¹⁶ Thus, success in CTR will contribute to the shift from drive-alone trips to alternative modes and toward the region's GHG emissions goals.

Additionally, successfully implementing CTR, including all of the regulatory requirements, will help toward data- and CTR-related regional and state objectives. Ensuring that all CTR-affected worksites complete their CTR surveys and program reports will provide the City, region, and state with relevant data to assist with evaluating the effectiveness and efficiency of local, regional, and state CTR and TDM strategies. Additionally, continued coordination through various regional and state meetings and workshops moves the CTR program forward, benefiting the regional objective of modernizing the CTR law and the state objective of improving delivery of the CTR program.

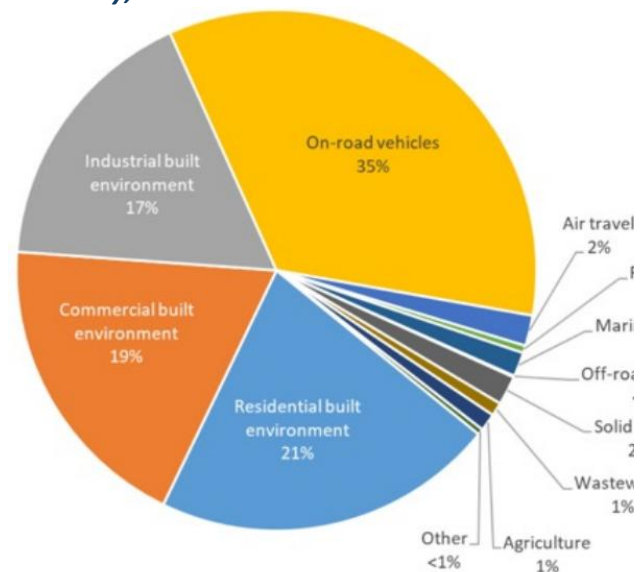
b) List adjacent CTR-affected cities and counties.

The City of Auburn lies mostly within King County, with a portion of the southern part of the City within Pierce County. In King County, Auburn is bordered to the City of Kent to the north and the City of Federal Way to the west. The City of Pacific and Algona are west and south of Auburn, but are not CTR-affected. Unincorporated King County lies to the east and northwest of Auburn. In Pierce County, Auburn is bordered by the City of Sumner and unincorporated Pierce County.

c) Describe the top few cross-border and regional transportation issues that affect Auburn.

Being in two counties places the City of Auburn in a unique position and can provide its own challenges. Because it crosses the county border, Pierce Transit Route 497, which provides the

Figure 19: Regional Greenhouse Gas Emissions Inventory, 2015



¹⁶ Puget Sound Clean Air Agency, 2018.

only transit service in the Lakeland Hills area, operates through an interagency agreement between Pierce Transit, King County Metro, and the City of Auburn. Decreases in ridership and budget constraints has put the future of this route into question.

An additional cross-border challenge that arises is linked to the geographical constraints of the City. As discussed in the land use section of this plan, Auburn consists of a valley, a plateau, and hills – West Hill, Lea Hill, and Lakeland Hill. These geographical constraints can, at times, isolate the hills, particularly Leah Hill and West Hill, or push residents towards other jurisdictions. The geography also lends itself to making east-west transit, bicycle, and pedestrian connections more difficult than north-south connections. Looking toward the future Link Light Rail 1 Line Federal Way extension, ensuring an efficient and effective connection between the light rail, West Hill, Auburn, and Lea Hill is important but challenging connection that must be addressed.

Additionally, the Central Puget Sound region is a diverse area regarding city sizes, transit access, and densities. It contains dense, urban cities such as Seattle and Tacoma, more suburban areas, such as Auburn, and also rural areas such as Sultan and Graham. Transit service also varies widely throughout the region, with more densely populated areas like Seattle or Bellevue having many transit options available and less dense areas having little to no transit access. This not only affects Auburn in that we must ensure we are advocating for the needs of Auburn residents, but also because workers who commute into Auburn are coming from a wide variety of environments. This affects the strategies that will be effective for different worksites and different workers.

d) Describe the strategies Auburn, adjacent cities and counties, and the Central Puget Sound have agreed to use to address the top issues described in the previous bullet.

A primary strategy for addressing regional and cross-border issues is maintaining effective coordination between the City and its regional partners. This includes coordination with the transit agencies that service Auburn, PSRC, WSDOT, and neighboring jurisdictions. Auburn meets with nearby CTR-affected jurisdictions monthly to discuss issues that affect us and coordinate implementation efforts, as well as participating regional and state meetings and workshops. Attending various regional and state meetings and workshops ensures that Auburn has a voice in any regional and state changes that may take place.

Coordination with Sound Transit, King County Metro, Pierce Transit, and Muckleshoot Tribal Transit – the transit agencies that provide service in Auburn – is also important for addressing the regional and cross-border issues. The South Link Connections Project is an example of interagency coordination in which such cross-border issues as the east-west connection and West Hill and Leah Hill connections have been discussed. Coordination between Pierce Transit, Metro, and Auburn are working to address the future of Route 497 and transit access for Lakeland Hills.

Regional coordination amongst the CTR-affected jurisdictions will assist with addressing the diversity of the region and how to best serve workers who are commuting from so many different areas. Sharing CTR and TDM strategies that have been proven to be effective and collaborating on future solutions is an important way to make sure we serve all workers in the region, and not just those in urban areas. Sharing data, such as geospatial data for transportation infrastructure

like park-and-rides in other jurisdictions, can also be helpful when discussing workers' needs with CTR-affected employers.

Performance Targets

5) List Auburn's CTR performance target.

a) List performance targets that reflect only CTR-affected worksites.

The City of Auburn is using the weighted average drive alone rate (DAR) of 15.5% below, or less, of Auburn's census performance in 2019 for CTR-affected worksites at the jurisdictional level. For the City of Auburn, this comes out to a DAR performance target of 67% for CTR-affected worksites.¹⁷

b) List any additional performance targets.

The City of Auburn will not have any additional performance targets.

6) List the base value Auburn will use for each performance target.

a) For each performance target, provide the number Auburn will use as the baseline.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 and 2027-2029 survey results.

7) Describe the method Auburn used to determine the base value for each target.

a) Provide the source for each base value listed.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 and 2027-2029 survey results.

8) Describe how Auburn will measure progress toward each target.

a) List the method Auburn will use to measure progress for each target.

The City of Auburn will measure progress using the 2025-2027 and 2027-2029 survey results.

¹⁷ Guidance for 2025-2029 City, County, Regional Commute Trip Reduction Plan, Transportation Demand Management Technical Committee, Washington State Department of Transportation.

9) List Auburn's CTR-affected worksites.***a) List all Auburn's CTR-affected worksites.***

The current CTR-affected worksites, as of September 2024 in the City of Auburn include:

- City of Auburn – City Hall/Annex
- City of Auburn – Auburn Justice Center
- Costco Optical Lab
- Doxon Toyota of Auburn
- Green River College
- Hospital Central Services
- Leonard's Metal, Inc.
- MultiCare Auburn Medical Center
- Orion Industries
- ProAmpac
- Safeway Stores, Inc. (distribution center)
- Skills, Inc.
- The Boeing Company
- United Postal Service
- Zones

10) List a performance target for each CTR-affected worksite.***a) For any performance targets tied to the CTR survey, indicate that Auburn will establish performance targets during the 2023-2025 survey cycle.***

Base year performance targets for each CTR-affected worksite will be established during the 2023-2025 survey cycle.

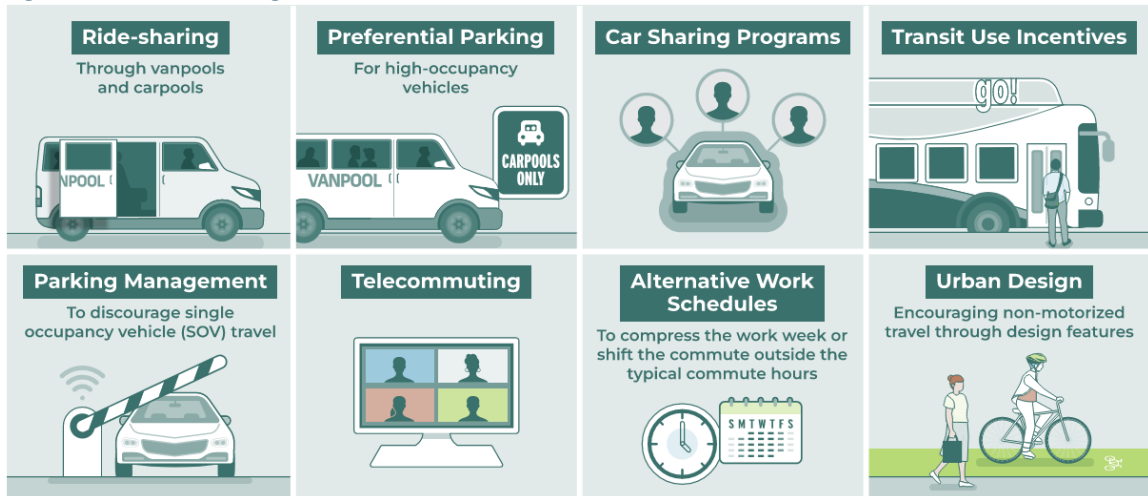
11) List the base value Auburn will use for each site.***a) For any performance targets tied to the CTR survey, indicate that Auburn will establish a base value during the 2023-2025 survey cycle.***

The City will establish a base value during the 2023-2025 survey cycle.

Services and Strategies

12) Describe the services and strategies Auburn will use to achieve CTR targets.**Transportation Demand Management (TDM)**

TDM is an important toolset that Auburn will use to achieve CTR targets. Figure 20 summarizes the various TDM strategies that Auburn will utilize in its CTR efforts.

Figure 20: TDM Strategies

Mode Shift Through Infrastructure

In addition to TDM strategies, changes to infrastructure can help to shift residents' and workers' modes of travel. Through the 2024 CTP update process, the City has identified bicycle infrastructure projects to further build out the bike network, with particular focus on bike infrastructure that would provide a connection to transit. This focus will ensure that residents and workers can access transit to best utilize transit in their daily commutes.

Mode Shift and Land Use

Concentrating new housing and jobs near frequent transit, as is a focus of the Land Use Element in the Comprehensive Plan, will encourage the residents and employees at these new developments to use transit rather than driving alone. Additionally, ensuring nonmotorized connections with new developments will encourage shifts to those travel modes.

Engagement

Engagement with CTR-affected worksites, other employers in Auburn, and the general public is an important component to shifting commute modes. Working towards consistent and meaningful engagement with CTR-affected worksites will assist the worksites in better promoting non-drive-along trips to their employees and influencing mode shifts. Additionally, promoting TDM events and promotions to not only the worksites but also with the general public can help spread awareness of other travel mode opportunities and provide some incentives for changing how people travel. Some TDM related events or promotions include Bike Everywhere Month, Transit Month, and Switch Your Trips Washington, among others.

Interagency Coordination and Advocacy

Transit service in Auburn is provided and operated by Sound Transit, King County Metro, Pierce Transit, and Muckleshoot Tribal Transit. Thus, the City does not have direct control over transit service within Auburn. Therefore, it is essential that the City continues to cultivate good working relationships with the transit agencies and coordinate with them during service discussions. Continued lines of open communication is how the City can advocate for and influence transit service in Auburn, and ensure that the transit agencies know the priorities for the Auburn community.

13) Describe how Auburn’s services and strategies will support CTR-affected employers.

Auburn’s services and strategies aim to improve transit access, bike infrastructure, pedestrian infrastructure, and general multimodal connectivity throughout the City. This lends itself to encouraging more people to switch from drive-alone trips to multimodal trips, supporting CTR-affected employers. Additionally, continuing to engage with CTR-affected worksites provide support and education to the employers, allowing them to better serve their workers.

14) Describe barriers Auburn must address to achieve CTR targets.***a) Describe how Auburn will address these barriers.***

Some CTR worksites are not located close to transit stops, which makes the first mile / last mile connection difficult, which, in turn, makes using transit to commute to the worksite difficult. Additionally, even if the worksite is located near transit service, many of the CTR-affected worksites offer schedules that do not line up well with transit schedules. Furthermore, some worksites require flexibility that fixed-route transit cannot provide. For example, MultiCare Auburn Medical Center, noted that many of their employees will end up working double shifts, but they do not know this until they arrive at work for the day. Thus, transportation flexibility is highly desired to allow them to take on the second shift, making transit less attractive.

To address these barriers, the City will work with CTR-affected worksites to better educate them on non-drive-alone options that are not fixed-route transit. This may take the form of vanpooling, carpooling, or, in the future, Metro Flex. Discussions with CTR-affected worksites regarding what active transportation infrastructure is available near their worksite is also important in providing non-fixed route transit. Additionally, bringing CTR-affected worksite feedback to the transit agencies is important to ensure they are aware of the needs of Auburn worksites.

To encourage active transportation, the City needs to also focus on expanding its nonmotorized infrastructure. This is addressed in the 2024 CTP, which presents a bicycle network and multimodal levels of service.

Finally, a key element to helping CTR-affected worksites achieve their targets is for the City to build open communication and rapport with the worksites and, specifically, the ETCs. The City will ensure that it maintains contact information and provide consistent communication with worksites.

15) Describe the transportation demand management technologies Auburn plans to use to deliver CTR services and strategies.

The City of Auburn and the ETCs plan to use the RidesharOnline.com platform to for car and vanpools, to track their use, and to promote and incentivize non-drive-alone modes. They also use the state’s CTR tool to conduct CTR surveys and gather program reports.

16) Transcribe or link to Auburn’s local CTR ordinance.

The current CTR ordinance, Ordinance No. 6981, can be found in Appendix A.

17) Describe Auburn's financial plan.***a) Describe the estimated average annual costs of Auburn's plan.***

Table 3 breaks down the estimated annual cost to implement Auburn's CTR Plan. The estimate annual costs are based upon the assumption that Auburn's biennial CTR Grant will remain at the same level as the 2023-2025 biennium.

Table 3: Auburn's CTR Annual Cost

Activity	Estimated average annual cost
Employer engagement*	\$13,500
CTR 4-year plan	\$5,950
Performance reporting**	\$7,500
Administration***	\$13,500
Total	\$40,450

* Includes identifying worksites and ETCs, conducting trainings, providing technical assistance, and reviewing employer CTR plans.

** Includes worksite surveys and program reports.

*** Includes financial and program management and interagency coordination

b) Describe likely funding sources, public and private, to implement Auburn's plan.

The City of Auburn's funding for its CTR program comes from the WSDOT CTR Grant, at \$40,450 per year.

18) Describe Auburn's implementation structure.***a) Describe who will conduct the activities listed in Auburn's plan.***

The City of Auburn Public Works Department will implement and administer the City's CTR Plan.

b) Indicate who will monitor progress on Auburn's plan. List job title, department, and name.

Veronica Bean, the Transportation Planner in the Public Works Department, will monitor progress of Auburn's CTR Plan.

19) List Auburn's implementation schedule.***a) Provide the timeline for anticipated projects.***

Table 4 provides the CTR implementation schedule for 2025 – 2029.

Table 4: City of Auburn CTR Implementation Schedule

	1st Biennium July 2025 – June 2027	2nd Biennium July 2027 – June 2029
Actions	Employer Engagement	Employer Engagement

	a. Identify worksites and ETCs. • Identify prospect worksites. • Notify employers of legally required activities. • Verify and maintain list of worksites and ETCs in survey and program report system. b. Engage and train ETCs. • Conduct training sessions. • Provide outreach and consultation. • Provide technical assistance for worksite commute programs and employee surveys. • Send encouragement and reminder emails. c. Support distribution of information about transportation options to commuters. • Develop promotions calendar. • Provide information, materials, and support for ETCs to promote commute options at wellness fairs, sustainability fairs, and other employee engagement events. • Convene colleagues from nearby jurisdictions to create regional promotions and share materials. d. Enable incentives, subsidies, and disincentives. • Promote the CTR business-and-occupation tax/public-utilities-tax credit. • Provide information and promote ORCA business choice and business passport to employers. • Organize promotional events and provide funds for individuals and campaigns.	a. Identify worksites and ETCs. • Identify prospect worksites. • Notify employers of legally required activities. • Verify and maintain list of worksites and ETCs in survey and program report system. b. Engage and train ETCs. • Conduct training sessions. • Provide outreach and consultation. • Provide technical assistance for worksite commute programs and employee surveys. • Send encouragement and reminder emails. c. Support distribution of information about transportation options to commuters. • Develop promotions calendar. • Provide information, materials, and support for ETCs to promote commute options at wellness fairs, sustainability fairs, and other employee engagement events. • Convene colleagues from nearby jurisdictions to create regional promotions and share materials. d. Enable incentives, subsidies, and disincentives. • Promote the CTR business-and-occupation tax/public-utilities-tax credit. • Provide information and promote ORCA business choice and business passport to employers. • Organize promotional events and provide funds for individuals and campaigns.
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	Performance Reporting a. Worksite surveys. • Review revised policies and tutorials. • Attend WSDOT trainings and workshops. • Survey worksites. • Provide training and technical assistance to ETCs. • Monitor online dashboards and help employers interpret and use dashboards to guide their programs. • Analyze survey results and identify trends. b. Program reports. • Review revised policies and tutorials. • Attend WSDOT trainings and workshops. • Provide training and technical assistance to ETCs. • Analyze program reports and identify trends.	Performance Reporting a. Worksite surveys. • Review revised policies and tutorials. • Attend WSDOT trainings and workshops. • Survey worksites. • Provide training and technical assistance to ETCs. • Monitor online dashboards and help employers interpret and use dashboards to guide their programs. • Analyze survey results and identify trends. b. Program reports. • Review revised policies and tutorials. • Attend WSDOT trainings and workshops. • Provide training and technical assistance to ETCs. • Analyze program reports and identify trends.
	Program Administration a. Financial management. • Complete quarterly billing to WSDOT. • Maintain financial records. b. Program management. • Provide quarterly reports to WSDOT. • Maintain employer information. • Maintain plan and ordinance. • Provide feedback to WSDOT to improve processes and program performance. • Develop a two-year program schedule. c. Policymaker engagement. • Provide updates to executive management, City Council, and	Program Administration a. Financial management. • Complete quarterly billing to WSDOT. • Maintain financial records. b. Program management. • Provide quarterly reports to WSDOT. • Maintain employer information. • Maintain plan and ordinance. • Provide feedback to WSDOT to improve processes and program performance. • Develop a two-year program schedule. c. Policymaker engagement. • Provide updates to executive management, City Council, and

	Transportation Advisory Board, as applicable. d. Community of practice. • Attend regional and state TDM forums, committees, boards, and working groups. • Review and comment on the State CTR Plan, State CTR Report, and regional and local transportation plans.	Transportation Advisory Board, as applicable. d. Community of practice. • Attend regional and state TDM forums, committees, boards, and working groups. • Review and comment on the State CTR Plan, State CTR Report, and regional and local transportation plans.
	CTR Plan Develop the 4-year CTR Plan.	

20) Describe the CTR plan for Auburn employees.

a) Describe the services, programs, information, and other actions Auburn put in place to help its employees reduce their drive alone commute trips.

The City of Auburn has two CTR-affected worksites: Auburn City Hall/Annex and the Auburn Justice Center. For these two worksites, and for all City employees regardless of their work location, the City provides a CTR program, which is administered by the City's Human Resources Department. The City administers the required program elements, including:

- Designation of an employee transportation coordinator (ETC).
- Regular distribution of information to employees about alternatives to single-occupant vehicle commuting. This information is distributed to each new employee during orientation, as well as during the City's annual benefits fair.
- A regular review of employee commuting and reporting of progress toward meeting the worksites' CTR goals. This is accomplished through administering the CTR survey every other year.
- A regular review of the City's CTR program through the completion of the CTR Program Report every other year.
- Implementation of the following measures design to achieve the City's CTR goals:
 - Provide subsidized ORCA transit cards to all full-time, regular employees who are eligible to participate. The City loads \$75 per month on each employee ORCA card through the ORCA Business Choice Program.
 - Permit teleworking through a formal City teleworking policy. Employees are permitted to telework one or two days per week, depending upon their job responsibilities, work schedule, and departmental needs.
 - Permit compressed work weeks. Employees are permitted to work a 9-80 work week, in which they work 80 hours over 9 days, having one day off every other week, depending on their work duties and departmental needs.
 - Provide a City-owned fleet vehicles for employees to use for work-related trips.

- Promote and advertise TDM related events or promotions, such as Bike Everywhere Month and Switch Your Trips Washington.

21) Describe how the CTR plan for Auburn employees contributes to the success of the overall plan.

a) Describe how the plan for Auburn employees contributes to the success reinforces the success of the Auburn plan.

The actions included in the City's CTR Program indicate the City's commitment and are similar to those included in all the CTR-affected worksite programs. Thus, they create a mutually reinforcing community focused on CTR. Employers know that the City is involved and committed to CTR along with them. This strengthens the program at all affected worksites in the City.

Alignment with Plans

22) List the transit agencies that provide services in Auburn.

The following transit agencies provide services in Auburn:

- Sound Transit
- King County Metro
- Pierce Transit
- Muckleshoot Tribal Transit

23) List the transit plans Auburn reviewed while developing this plan.

While developing this plan, Auburn reviewed:

- Sound Transit Transit Development Plan 2024-2029
- King County Metro Long-Range Plan: Metro Connects
- Pierce Transit Long Range Plan Update: Destination 2040

24) Describe how this CTR plan supports the transit plans.

The City's CTR Plan supports the above transit plan through a variety of ways:

Employer engagement and promotion: Through engaging with CTR-affected worksites and promoting transit services, use of transit will increase through awareness and increased availability of subsidized transit passes.

Incentive: Promoting incentive-based TDM events, such as Switch Your Trips Washington, will encourage more workers to change drive-alone trips to transit or other alternative modes.

Marketing: Increased marketing will make workers more aware of the transit options that are available.

Engagement with the planning process: This increases awareness of and support for transit and other travel modes.

25) Describe any comprehensive plan updates that are needed and when they will be made.

This 2025-2029 CTR Plan is aligned with the 2024 Comprehensive Plan and the 2024 CTP. Updates to either plan is not needed for the implementation of this CTR Plan.

Engagement

26) Describe stakeholder engagement.

a) Who did you talk to? When did you talk to them? What did they have to say?

CTR-Affected Worksite Feedback

The City engages with the ETCs at CTR-affected worksites when reviewing CTR survey results and throughout the year. Additionally, whenever a new ETC starts at a worksite, the City provides training to that ETC and their manager, which includes additional conversations about the worksite and their programs. Through this ongoing engagement, conversations with the ETCs revealed some common themes regarding challenges CTR-worksites face in meeting their goals. Some CTR worksites are not located close to transit stops, which makes the first mile / last mile connection difficult, which, in turn, makes using transit to commute to the worksite difficult. Additionally, even if the worksite is located near transit service, many of the CTR-affected worksites offer schedules that do not line up well with transit schedules. Furthermore, some worksites require flexibility that fixed-route transit cannot provide. For example, MultiCare Auburn Medical Center, noted that many of their employees will end up working double shifts, but not know this until they arrive at work for the day. Thus, transportation flexibility is highly desired to allow them to take on the second shift, making transit less attractive.

Additionally, many of the CTR-affected worksites are industries that do not lend themselves to teleworking. Of the 15 CTR-affected worksites, 9 are industrial (manufacturing and warehousing/distribution). Two more are health care. As evidenced by the PSRC Household Travel Survey, the industries that saw the lowest work from home share were healthcare and education, and construction and manufacturing (see Question 1).

Business Community Survey

To directly inform Auburn's CTR Plan, the City sent a short online survey to all businesses with an Auburn business license with more than 5 employees, regardless of their CTR status. Because CTR affects more than just CTR-affected employers, it was important to gather feedback from a variety of businesses throughout the City. This survey asked businesses the same questions as the CTR-affected worksites.

While this survey was emailed out to over 800 businesses, the City received only 9 responses. These responses, however, did reveal some trends. Of the 9 responses, 7 noted that better bus routes and schedules would make it easier for employees or customers to commute to their workplace via a non-drive-alone mode. Four respondents also noted that they need better information about how to take transit or how to find a transit route. Additionally, five respondents

replied that kids or family obligations make non-drive-alone trips difficult, and that it feels unsafe to take transit, carpool, or bike.

The survey also asked a few demographic questions to better understand who was responding. The 9 businesses that responded represented employees who spoke Arabic, Chinese, English, Punjabi, Spanish, Tagalog, Ukrainian, Vietnamese, Swahili, Twi (Akan), and Burmese. The employers also represented a range of wage levels, from \$17/hour - \$24/hour (\$25,001 - \$50,000/year) bracket to \$48/hour – \$72/hour (\$100,001/year - \$150,000/year). These businesses also represent a mix of 9 to 5 shifts and multi-shift schedules.

Comprehensive Transportation Plan Outreach

Public outreach was a critical component of the comprehensive planning process, which also greatly informed the drafting of this CTR Plan. Throughout the years of 2023 and 2024, City staff attended several public events and provided a webpage with a survey for public participation in the CTP. The information provided on the webpage was available in English, Spanish, Ukrainian, Russian, and Tagalog, where are prevalent languages in Auburn.

As part of the adoption process, the CTP was also reviewed by the Transportation Advisory Board (TAB), which is comprised of members of the public representing various groups, such as transit users, bicyclists, pedestrians, the disabled community, seniors, youth, and the business community, among others. The CTP was also reviewed by the Planning Commission.

The first online survey conducted for the CTP asked Auburn residents:

- Do you have any suggestions on how we can encourage more people to walk, ride a bike, or take a bus instead of driving a car?
- Do you have any suggestions on how we make sure we are providing transportation facilities in an equitable way and that we are considering the needs of the entire community, including typically underserved and disadvantaged groups?
- Do you have any suggestions on how we should prioritize limited funding for the wide range of transportation needs throughout the City?
- Do you have any other comments about transportation in Auburn?

Responses to these questions brought out themes of expanding the nonmotorized network, safety, and education/marketing. The responses also emphasized that focusing funding and projects on multimodal infrastructure would serve the entire community, including those of underserved communities.

In-person events were also held to garner public feedback about the CTP. An open house was held on April 25, 2023. Bike Everywhere Day Celebration Stations in both 2023 and 2024 presented information and asked for feedback. Staff displayed information at the Kid's Day even on June 23, 2023, to let the community know about the plan and ask for feedback. A booth was set up at the Auburn Farmer's Market on July 23, 2023, and also at the Church of Nazarene resource fair on August 5, 2023. The City also gave a presentation to the Senior Center Advisory Committee and tabled in the Senior Center lobby on May 21, 2024.

The feedback received from these in-person events informed the CTP, which has also informed this CTR Plan. Themes of a desire for improved bicycle facilities, safety, expanded transit service, and comfort of bicycle, pedestrian, and transit facilities came through in these in-person events.

A detailed description of the public involvement and comments received can be found in the 2024 Comprehensive Transportation Plan.

b) How did what they said influence the plan?

Previous sections of this plan detail the importance of plans to expand the multimodal network, particularly bike infrastructure and sidewalks, in Auburn. This reflects common threads heard in engagement with CTR-affected businesses, the general Auburn business community, and the Auburn community as a whole. Additionally, the feedback from engagement with the general Auburn business community regarding the need for greater education and awareness of non-drive-alone commute options goes hand-in-hand with this CTR Plan.

27) Describe vulnerable populations considered.

When considering this CTR Plan and public engagement, as well as outreach during the CTP planning process, the City wanted to ensure that all residents and workers in Auburn had opportunities to be heard, regardless of their background or circumstances. Auburn is a diverse community, and therefore the City made sure to provide outreach opportunities in different formats, with both online and in-person outreach events. Information was also made available in different languages. Presenting information at the City's Transportation Advisory Board (TAB), which consists of members of the public representing various groups, also ensures we heard feedback from a wide variety of populations in Auburn.

28) Describe engagement focused on vulnerable populations.

a) Who did you talk to? When did you talk to them? What did they have to say? How did what they said influence the plan?

In addition to the online open houses and surveys, which were available in multiple languages, the City also spoke directly to Auburn's senior community. The City gave a presentation to the Senior Center Advisory Committee and also tabled in the Senior Center lobby. This gave seniors the opportunity to discuss various transportation topics, concerns, and issues with the City. These discussions touched on themes of safety when walking and transit access. As with other feedback we heard from the general public, these themes reflect the need for expanded pedestrian infrastructure and transit service, which is addressed in this plan.

29) List employers' suggestions to make CTR more effective.

Engagement with CTR-affected worksites revealed some common themes. Some CTR worksites are not located close to transit stops, which makes the first mile / last mile connection difficult, which, in turn, makes using transit to commute to the worksite difficult. Additionally, even if the worksite is located near transit service, many of the CTR-affected worksites offer schedules that do not line up well with transit schedules. Furthermore, some worksites require flexibility that fixed-route transit cannot provide. For example, MultiCare Auburn Medical Center, noted that many of their employees will end up working double shifts, but not know this until they arrive at

work for the day. Thus, transportation flexibility is highly desired to allow them to take on the second shift, making transit less attractive.

Additionally, many of the CTR-affected worksites are industries that do not lend themselves to teleworking. Of the 15 CTR-affected worksites, 9 are industrial (manufacturing and warehousing/distribution). Two more are health care. As evidenced by the PSRC Household Travel Survey, the industries that saw the lowest work from home share were healthcare and education, and construction and manufacturing (see Question 1).

Increased education and awareness of non-drive-alone commute options that are not fixed route transit was mentioned by several ETCs. This includes helping the businesses and workers understand vanpool and potentially Metro Flex in the future. Another suggestion was to help employers understand where their workers are commuting from. This, in turn, will help them better understand how to assist workers in their commute options.

30) Describe results of engagement focused on vulnerable populations that will be provided for use in comprehensive and transit plan updates.

All engagement that has influenced Auburn's CTR Plan has also been influential in 2024 CTP and Comprehensive Plan Update. These plans and the CTR Plan have been updated and drafted alongside one another, with open communication between the departments writing all plans.

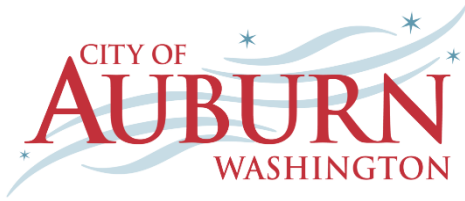
Regional Transportation Planning Organization CTR Plan Review

31) RTPO Comments

The City of Auburn CTR Plan was reviewed by PSRC and is consistent with the regional CTR Plan.

Appendix A

Ordinance No. 6981 (to be attached upon adoption)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5832 (Gaub)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and Valley Regional Fire Authority for Geographical Information System services

Meeting Date:

June 2, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5832.)

Department:

Public Works

Attachments:

Resolution No. 5832, Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5832.

Background for Motion:

This Resolution allows the City to continue to provide Geographical Information System (GIS) Services for Valley Regional Fire Authority's (VRFA) operational and planning needs for a flat monthly fee.

Background Summary:

The Valley Regional Fire Authority (VRFA) seeks GIS Services to support its operational and planning needs. Resolution No. 5832 authorizes an Interlocal Agreement where the City will provide GIS data, mapping tools, and technical support for a flat monthly fee with additional services billed at an hourly rate. The City has been providing GIS Services to VRFA since at least 2017 under a previous Interlocal Agreement that expired in 2024.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5832

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 VALLEY REGIONAL FIRE AUTHORITY FOR
GEOGRAPHICAL INFORMATION SYSTEM SERVICES

WHEREAS, VRFA seeks professional geographic information systems (“GIS”) services; and

WHEREAS, Auburn has the requisite skills, resources and experience necessary to provide such services and is willing to provide such services upon the terms and conditions herein contained.

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

Section 1. The Mayor is authorized to execute an Agreement between the City and Valley Regional Fire Authority, 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. 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

Resolution 5832 Exhibit A

CITY OF AUBURN - VALLEY REGIONAL FIRE AUTHORITY INTERLOCAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEMS

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the ____ day of _____, 2025, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as "Auburn"), and the Valley Regional Fire Authority, a municipal corporation of the State of Washington (hereinafter referred to as "VRFA"),

WITNESSETH:

WHEREAS, VRFA seeks professional geographic information systems ("GIS") services; and

WHEREAS, Auburn has the requisite skills, resources and experience necessary to provide such services and is willing to provide such services upon the terms and conditions herein contained.

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

1. SCOPE OF SERVICES

Auburn agrees to perform for VRFA, in a good and professional manner, the tasks described on Exhibit A, which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a "task," and collectively referred to as the "services.") Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with VRFA.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

If VRFA elects to receive additional services from Auburn, either the additional services described in Exhibit A or additional services not described in Exhibit A, and if Auburn has the time and resources to provide such additional services and is willing to provide them, the parties shall execute an amendment to this Agreement prior to Auburn's performance of such additional services, except as provided to the contrary in Section 3 of this Agreement. An executed Amendment for additional services shall be

incorporated into this Agreement and shall be subject to the terms and conditions of this Agreement, except as provided otherwise in the Amendment.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which VRFA desires additional services wherein execution of Amendment before delivery of the services is impractical. Auburn agrees to perform the additional services upon the request of an authorized representative of VRFA at the rate of compensation in Exhibit A, or if not included in Exhibit A, at a negotiated rate of compensation. Any such additional services shall be memorialized in a written amendment executed in accordance with Section 2 of this Agreement. The invoice procedure for the additional services shall be as described in Section 6 of this Agreement.

4. VRFA's RESPONSIBILITIES

VRFA shall do the following in a timely manner so as not to delay the services of Auburn:

- a. Designate in writing a person to act as VRFA's representative with respect to the services. VRFA's representative shall have authority to transmit instructions, receive information, and interpret and define VRFA's policies and decisions regarding the services, except in the event of an emergency as described in Exhibit A.
- b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services.
- c. Arrange for access to the property or facilities as required for Auburn to perform the services.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn, and render decisions regarding such documents in a timely manner to prevent delay of the services.

5. ACCEPTABLE STANDARDS

Auburn shall be responsible to provide, in connection with the services, work products and services of a quality and professional standard acceptable to VRFA.

6. COMPENSATION

Compensation rates for Auburn's performance of the services are set forth in Exhibit B, which is attached hereto and by this referenced made a part of this Agreement. The compensation rates shall be increased January 1, 2026, and each January 1 thereafter, by an amount equal to 5% or the most recent Seattle-Tacoma-Bellevue Consumer

INTERLOCAL AGREEMENT

Page 3 of 11

Price Index — U, whichever is greater.

Auburn shall submit to VRFA a monthly invoice. VRFA shall process the invoice in its next billing/claim cycle and shall remit payment to Auburn in the normal course, subject to any conditions or provisions in this Agreement or an Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The term of this Agreement shall be for three (3) years beginning _____, 2025 and ending _____, 2028; provided that the term of this Agreement shall automatically renew for an additional one (1) year unless either party gives the other written notice of termination not later than sixty (60) days prior to the end of the term; and provided further that either party may cancel this Agreement upon sixty (60) days written notice to the other party consistent with Paragraphs 11 and 12 of this Agreement.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of VRFA, and may be used by VRFA for any purpose beneficial to VRFA. VRFA shall handle and be responsible for requests for inspection and copying of such records; however, Auburn may assist at VRFA's request at hourly rates provided under Exhibit B for "Assistance with Records Request" support.

9. RECORDS INSPECTION AND AUDIT

All compensation payments shall be subject to adjustment for any amounts found upon audit or otherwise to have been improperly invoiced. All records and books of accounts pertaining to any services performed under this Agreement shall be subject to inspection and audit by VRFA for a period of up to three (3) years from final payment for the services.

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of the services or additional services provided that if VRFA fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Ingrid Gaub, Public Works Director or designee, on behalf of Auburn, and by Eric Robertson, VRFA Administrator or designee, on behalf of VRFA. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN
Public Works
Ingrid Gaub
25 W Main St
Auburn, WA 98001-4998
Phone: 253-804-3113

VRFA
VRFA Administration
Fire Chief
1101 D Street NE
Auburn, WA 98002
Phone: 253-288-5804

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, deposited in the United States mail, postage prepaid, or mailed by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change its administrator or address by giving notice in writing to the other party, stating the new administrator or new address, pursuant to the procedure set forth above.

13. INSURANCE

VRFA shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$2,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of VRFA's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Auburn.

Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$2,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to VRFA.

14. INDEMNIFICATION

a. VRFA shall indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or VRFA's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of VRFA; and provided further that nothing herein shall require VRFA to hold harmless or defend Auburn, its agents, employees and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b. Auburn shall indemnify and hold VRFA and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against VRFA arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided that if such claims are caused by or result from the concurrent negligence of VRFA, "its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend VRFA, its agents, employees and/or officers from any claims arising from the sole negligence of VRFA, its agents, employees, and/or officers. No liability shall attach to VRFA by reason of entering into this Agreement except as expressly provided herein.

15. WAIVER OF SUBROGATION

VRFA and Auburn hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts, including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington; provided that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of VRFA or Auburn.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.
- e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the

parties.

f. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed bylaw.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be filed with the King County Records Division and the respective Clerks of the parties hereto.

j. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

k. No party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.

l. The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

VRFA

Nancy Backus, Mayor

Printed Name, Title

Attest:

Attest:

Shawn Campbell, Auburn City Clerk

Printed Name, Clerk of the board

Approved as to form:

Approved as to form:

Jason Whalen, Auburn City Attorney

Printed Name, Council for VRFA

Exhibit A

SCOPE OF SERVICES

The following data sets, referred to as “Public Safety Data”, are managed and maintained by the City of Auburn GIS. These are the core data sets available to VRFA in any GIS service outlined in exhibit A.

- Address Points
- Fire Service Reporting and Response Districts: boundaries for response areas
- Auburn Police Patrol Districts: larger reporting areas within the City
- Auburn Police Reporting Districts: smaller reporting areas within the districts
- Railroads: BNSF and Union Pacific
- Streets: street centerlines
- Water Hydrants

In addition, the below data sets have been identified as critical by VRFA as they will be used in the establishment and evaluation of both current and future performance. . These data sets will also be available to VRFA in the same manner that the Public Safety Data is.

- Zoning: boundaries indicating City zoning and land use data.
- Fire Demand/Management Zones: boundaries designated by VRFA for response management
- Bridges: non-pedestrian and pedestrian bridges within the City of Auburn

All services provided are based off of the data sets outlined above.

- Data exports (i.e. Esri shapefiles and Esri Geodatabase)
- Access to web-based map services for data consumption
- Dedicated GIS Website for VRFA

Services not included which may incur additional charges:

- License(s) to Auburn’s Esri software
- GIS related training beyond the initial stand up of eGIS site
- Customizations and development of non-standard features for dedicated eGIS site
- Data collection
- Data cleanup on non-Public Safety Data
- Initial cost or maintenance cost of data subscriptions
- Initial cost or maintenance cost of VRFA software
- Data analysis on special projects

Requesting support:

All requests for service should be emailed to GISRequests@auburnwa.gov. Requests will automatically be forwarded to the City GIS staff members for resolution.

Service levels:

For requests e-mailed Monday through Friday from 7:00 am to 5:00 pm (“regular business hours”), we will use best efforts to respond within 60 minutes. During high call volumes, we will assist you as soon as possible. Staff will not respond to request made outside regular business hours.

Exhibit B

COST OF SERVICES

Billing

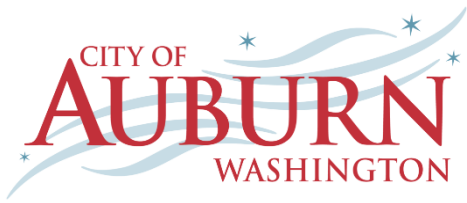
Services that are billed on an hourly basis will include a brief description of the service and hours provided. Monthly charges for service are based on support items listed in Exhibit A. In the event annual support and services exceed the scope of this agreement, VRFA agrees to negotiate these additional services which may include mutually agreed adjustments to monthly service charges.

Monthly Costs

Support Function	Billing Rate/ Description	Cost
"General Services"	Flat rate	\$910.00
		\$910.00

Variable Costs

Support Function	Billing Rate/ Description	Cost
"Additional Services"	\$210.00/per hour	\$210.00
		\$210.00



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5834 (Krum)

A Resolution approving the Lodging Tax Grant disbursements recommended by the Auburn Lodging Tax Advisory Committee and authorizing the Mayor to execute associated agreements for the purpose of Tourism

Meeting Date:

June 2, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5834.)

Department:

Community Development

Attachments:

Resolution No. 5834 2025 LTAC \$115,000 from the Hotel/Motel Grant Funding Recommendation, Tax Fund
Attachment A, Attachment B

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5834.

Background for Motion:

Resolution No. 5834 would approve grant funding recommendations by the Lodging Tax Advisory Committee for the purpose of sponsorship and promotional services for events that will benefit Auburn tourism efforts.

Background Summary:

Pursuant to RCW 67.28 and RCW 82.02, on August 6, 2001, the Auburn City Council adopted Ordinance No. 5561 which established Chapter 3.58 of the Auburn City Code (ACC) and the authority to levy a special excise tax of one percent on the sale of or charge made for the furnishing of lodging in Auburn. Those lodging taxes collected under Chapter 3.58 of the ACC are placed in a special fund to be used solely for the purpose of paying all or any part of the cost of tourist promotion, acquisition or tourism-related facilities, or operation of tourism-related facilities or to pay for any other uses authorized in RCW 67.28.

In accordance with Chapter 2.76 of the ACC, the Lodging Tax Advisory Committee (LTAC) serves in an advisory capacity to the Mayor and City Council. Among other responsibilities, the LTAC makes funding recommendations to City Council for tourism-related activities and considers grant funding proposals for the expenditure of lodging tax revenues.

At the time of this agenda publication, a public LTAC meeting has been scheduled for May 30, 2025,

where two Lodging Tax Fund grant applications will be reviewed, discussed, and voted on for potential recommendation to City Council. The first grant application is for \$100,000 for sponsorship, marketing, and promotional services to Pacific Raceways Track LLC from July 1, 2025, through June 30, 2026. The second is a grant application in the amount of \$15,000 for sponsorship to Emerald Downs Racing LLC. However, at the date of publication it is unknown whether one or both of the proposed grant fund applications will be approved for recommendation to City Council. The grant funding proposals that are approved for recommendation by LTAC will be brought forward to City Council for proposed action on June 2, 2025.

Resolution No. 5834 approves the Lodging Tax Advisory Committee (LTAC) recommendation of Lodging Tax Grant Fund disbursement and authorizes the Mayor to enter into the associated contracts.

In 2024, the City of Auburn received \$202,721 in Lodging Taxes collected by the state. The 2025 approved budget identified \$177,100 available for the Lodging Tax Advisory Committee (LTAC) for allocation.

Prior to this proposal, the committee recommended, and City Council approved \$186,000 in grant funding so far this year. This was accomplished through City Council approved Budget Amendment #1 on May 19, 2025, through a \$27,450 expenditure of the designated fund balance.

The Hotel/Motel Tax Fund currently has an undesignated fund balance reserve of \$450,230 that would be utilized to fund the above proposed grants, which would be reflected as part of a future Budget Amendment in 2025. If the two grant amounts of \$100,000 and \$15,000 are approved, respectively, the undesignated fund balance would remain at \$335,230.

Councilmember: Tracy Taylor

Staff: Jason Krum

RESOLUTION NO. 5834

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, APPROVING THE LODGING
TAX GRANT DISBURSEMENTS RECOMMENDED BY THE
AUBURN LODGING TAX ADVISORY COMMITTEE AND
AUTHORIZING THE MAYOR TO EXECUTE ASSOCIATED
AGREEMENTS FOR THE PURPOSE OF TOURISM

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

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

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

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

WHEREAS, the scope of services set forth in Attachment A and B was presented to the LTAC through a Lodging Tax Grant Fund Application for Fiscal Year 2025 during a publicly noticed meeting that occurred on Friday, May 30th, 2025; and

WHEREAS, the LTAC cast a majority vote in support of the City entering into contracts to fund advertising, marketing and sponsorship; and

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

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

Section 1. The Mayor is authorized to execute an Agreement between the City of Auburn and the parties identified in the attachments.

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

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

Dated and Signed: _____

CITY OF AUBURN

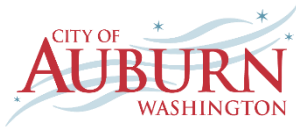
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



2025 Lodging Tax Grant Fund Application

See application due dates in Section 3 for 2025 submittal deadlines

Complete application materials may be submitted:

By email to jfrancis@auburnwa.gov

-OR-

By mail to:

City of Auburn, Attn: Jenn Francis,
25 West Main Street, Auburn, WA 98001

Lodging Tax Advisory Committee

Mayor Nancy Backus, Chair

Represent Business Authorized to Collect

Andy Cho, Garner Hotel Auburn
Aman Ghag, Holiday Inn Express, Auburn
Vacant

Represent Business Authorized to Receive

Susan Roberts, Gosanko Chocolate
Bob Fraser, Emerald Downs
Elizabeth Butchko, Outlet Collection

City Staff Support

Jenn Francis, Economic Development Manager
jfrancis@auburnwa.gov
(253) 215-8774

TABLE OF CONTENTS

1. Lodging Tax Funding Guidelines.....	Page 3
2. Information on Lodging Tax Funds and Who May Apply.....	Page 4
3. Schedule.....	Page 5
4. Reporting Requirements	Page 6
5. Submittal Checklist.....	Page 7
6. Insurance Requirements if Funded.....	Page 8
7. Application.....	Page 9

1. LODGING TAX FUNDING GUIDELINES

Background

The objective of the City of Auburn Lodging Tax Advisory Committee process is to support projects, which encourage eligible tourism and cultural activities and support tourism facilities in Auburn. The process is reviewed annually and the guidelines are updated in accordance with reported success of existing programs, potential for new programs, and changes in state law. A calendar for the application process will be established but will allow for emerging opportunities as they arise.

Objectives for Hotel/Motel Tax Funds:

- Generate increased tourism in Auburn resulting in overnight stays at local hotels.
- Generate maximum economic benefit through overnight lodging, sale of meals and goods, and construction of tourism-related facilities.
- Increase recognition of Auburn throughout the region as a destination for tourism.
- Increase opportunities for tourism by developing new visitor activities.

Allocation Guidelines:

- The City, on an annual basis, shall seek funding proposals from organizations seeking to use Hotel/Motel Tax funds for promoting tourism.
- Organizations seeking funding must complete an application form.
- The Lodging Tax Advisory Committee shall review the proposals and make recommendations to City Council as to which applications should receive funding.
- The final funding decision will be made by the City Council in the form of approval or denial of the recommendations – no amendments to recommendations will be made by the City Council.
- Once approved for funding an organization must enter into a contract with the City and funding will be provided on a reimbursable basis.
- Organizations receiving funding must submit a report at the end of the calendar year.

2. INFORMATION ON LODGING TAX FUNDS & WHO MAY APPLY

WHAT ARE “LODGING TAX FUNDS?”

Lodging taxes are paid when people purchase lodging, such as renting a room at a hotel.

HOW CAN THOSE FUNDS BE USED?

Washington State law (RCW 67.28.1815) requires that funds be expended “...solely for the purpose of paying all or part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...”

Tourism promotion is defined as “...activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists.”

WHERE CAN THE FUNDS BE USED?

The funds are to be used to draw tourists to stay in Auburn lodging overnight.

WHO CAN APPLY FOR FUNDS?

Any organization, including private businesses, can use the funds to advertise and promote tourism through the media. The promotion must be designed to attract tourists to Auburn with the goal of increasing the number of overnight stays in the City’s lodging facilities.

WHO DECIDES WHICH APPLICATIONS GET FUNDED?

All complete application packets are reviewed by the Lodging Tax Advisory Committee (LTAC), which is charged with making recommendations for funding to the Auburn City Council who will make the final funding approval.

3. SCHEDULE

Below are the anticipated important dates for the 2025 grant application process.

- Applications are due no later than 5:00PM on the dates identified below to allow a minimum of 10-days for LTAC review preparation.
- Applications will be included with the regular LTAC agenda packet emailed to the committee and available online at least one week prior to the LTAC meeting.
- LTAC will meet to discuss applications and to make funding recommendations at the next regularly scheduled meeting.
- Any LTAC recommended funding requests will be scheduled for City Council final decision at the first scheduled meeting approximately two weeks after the LTAC recommendation.

2025 Grant Application Process Timelines			
	1st Application Cycle	2nd Application Cycle	3rd Application Cycle
<i>Applications due no later than:</i>	5:00PM, Friday, March 7, 2025	5:00PM, Friday, June 13, 2025	5:00PM, Friday, October 31, 2025
<i>Public LTAC meeting:</i>	10:00AM, Wednesday, March 19, 2025	10:00AM, Wednesday, July 9, 2025	10:00AM, Wednesday, November 12, 2025
<i>City Council decision:</i>	7:00PM, Monday, April 21, 2025	7:00PM, Monday, July 21, 2025	7:00PM, Monday, December 1, 2025

4. REPORTING REQUIREMENTS

Entities who receive lodging tax grant funds must report a significant amount of information to the city. This information includes:

- *Overall Attendance* – the total number of people predicted to attend this activity, the actual number of people who attended this activity, and the method used to determine the attendance.
- *Attendance, 50+ miles* – the number of people who travelled greater than 50 miles predicted to attend this activity, the actual number of people who travelled greater than 50 miles to attend the activity, and the method used to determine the attendance.
- *Attendance, Out of State, Out of Country* – the number of people from outside the state and country predicted to attend this activity, the actual number of people from outside the state and country who attended this activity, and the method used to determine the attendance.
- *Attendance, Paid for Overnight Lodging* - the number of people predicted to attend this activity and pay for overnight lodging, the actual number of people who attended this activity and paid for overnight lodging, and the method used to determine the attendance.
- *Attendance, Did Not Pay for Overnight Lodging* - the number of people predicted to attend this activity without paying for overnight lodging, the actual number of people who attended this activity without paying for overnight lodging, and the method used to determine the attendance.
- *Paid Lodging Nights* – the total projected and estimated actual number of paid lodging nights. One lodging night = one or more persons occupying one room for one night.

5. SUBMITTAL CHECKLIST

Place a check mark by each item to indicate your review & inclusion in your submittal packet.

1. Submit complete application packet by 5:00pm, of the associated due date.
 - o Email application to jfrancis@auburnwa.gov or mail to City Hall (Attention: Jenn Francis), 25 West Main Street, Auburn, WA 98001.
 - o Be sure to use application for FY2025 grant awards (template with preset font and margins)
 - o Late applications will not be accepted
2. All questions on application have been answered in a detailed, yet concise manner.
3. Application has been reviewed and includes:
 - a. Signature by a person authorized to bind the agency to a contract
 - b. Attachments that are no larger than 11" x 17"
 - c. For Non-Profits, a copy of 501(c)3 or 501(c)6 tax exemption determination letter
N/A
 - d. Marketing plan for the proposed project
 - e. Operating budget for the proposed project
 - f. Your organization's most recent Balance Sheet
 - g. Your organization's Articles of Incorporation and/or Bylaws
 - h. Documentation showing your governing body's authorization to submit the grant request
Documentation consists of meeting minutes in which the governing body's resolution, motion or other official action is recorded. Examples include: "The board approves for (individual's name) to submit an Auburn lodging tax funding request, or (Individual's name) has the governing body's authorization to make funding requests for (name of the agency)" or "I am the person organizing this event and am submitting this funding request for (name of event)).
 - i. List of your current Board of Directors or other governing body of your organization
The list must include names, phone numbers, addresses, and identify the principal officers of your governing body.
 - j. Signed letter from your governing body Chairperson that provides the name, title, address and telephone number for the person authorized to sign this application.

6. INSURANCE REQUIREMENTS (IF FUNDED)

Unless otherwise waived by the Auburn Legal Department in writing, a Certificate of Insurance listing Auburn as additionally insured and including these minimum requirements will be required for all recipients (if funded):

1. Throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain general liability insurance with an insurance carrier licensed to do business in the State of Washington, and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate, with a deductible of not greater than \$5,000.
2. Where automobiles are used in conjunction with the performance of this Agreement throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain automobile liability insurance with an insurance carrier licensed to do business in the State of Washington and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence or combined single limit coverage of \$1,000,000.
3. General liability insurance and, if applicable, automobile liability insurance coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as Personal Injury--including coverage A, B and C. If applicable, automobile liability insurance shall include coverage for owned, non-owned, leased or hired vehicles.
4. Auburn shall be named as an additional insured on all required policies, except automobile insurance, and all such insurance as is carried by the Contractor shall be primary over any insurance carried by Auburn. The Contractor shall provide a certificate of insurance to be approved by Auburn's Economic Development Manager prior to contract execution.
5. Auburn shall have no obligation to report occurrences unless a claim is filed with the Auburn City Clerk's office; nor shall Auburn have an obligation to pay premiums.
6. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished to Auburn's Economic Development Manager prior to the date of cancellation, change or nonrenewal. Such notice to be sent to the City of Auburn - Economic Development Manager, 25 West Main St., Auburn, WA 98001 or jfrancis@auburnwa.gov.
7. It is further provided that no liability shall attach to the City of Auburn by reason of entering into a contract with the City, except as expressly provided within the terms and conditions of that contract.

7. APPLICATION FOR LTAC GRANT FUNDING

1. Project Information

a. Project

Project Name:

Amount of Lodging Tax Funding Requested: \$
(Amount Requested must match Project Budget column a "Lodging Tax Funding Requested")

Total Project Cost: \$
(Total Project Amount must match Project Budget column c "Total Project Cost")

b. Applicant Organization

Name of Applicant Organization:

Mailing Address:

Tax ID Number:

Organization Unified Business Identifier (UBI):

UBI Expiration Date:

Type of Organization:

(Non-profit, For-profit, Municipality, Private business, etc.)

c. Contact:

Name:

Title:

Telephone:

Email:

Signature: _____

The signatory declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used only for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

2. Project Description

- a. Event Date(s):
- b. Event Location:
- c. If there is a charge or fee for this activity, please describe how much and why.
- d. Please provide a detailed, yet concise **scope of work (mandatory)** and/or proposed project/activity. Include information on the area the project will serve, its expected impact and list the responsible party(s).

3. Beneficiaries

Please list and provide specific information regarding all individuals, businesses, areas, or organizations that will directly benefit from the project/activity.

4. Tourism Benefit

- a. Estimate how the funds will increase the amount of people traveling to Auburn to stay overnight in paid accommodations.
- b. Estimate how the funds will increase the amount of people traveling to Auburn from more than 50 miles from their residences.
- c. Estimate how the funds will increase the amount of people traveling to Auburn from outside their state or country.

5. Goals/Monitoring

Describe the goals of the project. Will the project result in an increase in overnight stays by visitors in Auburn? If so, how will this increase be tracked and monitored? How will an increase in the sale of goods and services as a result of the project be measured? What other short or long-term economic benefits will occur and how will that be tracked? Why do you believe those project/activity outcomes are feasible?

Note - Applicants will be required to submit a post-funding report providing pertinent data evaluating tourism benefits resulting from the use of lodging tax funds as compared with the estimates contained in this application.

6. Funding Requirements

Due to funding constraints, partial funding may be recommended by the LTAC. If partial funding is received, how will that impact the project/activity? Please describe:

7. Use of Funds

Provide detail on how the funds will be used. For example, \$20,000 of the funds will be used for marketing, \$5,000 for administration, \$10,000 for Consultants, etc.

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

Income: A diversified funding base is important to the success of any project. Please list all other sources of funding for the project, both anticipated and confirmed and when that funding will be available to the project. Include your own funding, sponsorships, other grants, etc.

Funding Source: List all revenue sources anticipated for 2025. Do not include requested Lodging Tax Funds	Amount	Confirmed Yes/No	Date Available
	\$		
	\$		
	\$		
	\$		
	\$		

Expenses: Based on full funding, please list project costs.

Note: Certain expenses may not be reimbursable, at the sole discretion of the City of Auburn.

You will only be reimbursed at the authorized rates. Insurance is not an eligible cost.

	Lodging Tax Funds Requested *	Other Funds (Do not include "in- kind" dollars)	Total Project Cost **
Personnel (salaries & benefits)	\$	\$	\$
Administration (rent, utilities, postage, supplies, janitorial services, etc.)	\$	\$	\$
Marketing/Promotion	\$	\$	\$
Direct Sales Activities	\$	\$	\$
Minor Equipment	\$	\$	\$
Travel	\$	\$	\$
Contract Services	\$	\$	\$
Other Describe below	\$	\$	\$
TOTAL COST	\$	\$	\$

Description for Direct Sales Activities, Contract Services, Travel and Others	
In-Kind Contributions	

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

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

9. Funding History

- a. Was this project funded with Auburn lodging tax funds in a prior fiscal year?
- b. If you answered yes to 9a, provide prior years and how much funding was granted.

10. Indicate what efforts have been made to access funding from additional sources?

11. Coordination and Collaboration

Please provide information about any other organizations or agencies involved in this project/activity. Describe their level of involvement. Describe how this project coordinates with other tourism promotion efforts or services in the area, including Chambers of Commerce, local festivals, local lodging and restaurants. You may attach up to three letters of support from these organizations.

12. Certification

The applicant hereby certifies and confirms:

1. That it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability;
2. That it will abide by all relevant local, state, and federal laws and regulations;
3. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and;
4. That the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used for the purposes set forth herein.

Signature: _____

_____ Date

Printed Name & Title of Chief Administrator/Authorizing Official

**PROFESSIONAL SERVICES AGREEMENT
FOR 2025 VISITOR AND TOURISM FOR
Pacific Raceways Track LLC**

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

Pacific Raceways Track LLC
31001 144th Ave SE
Kent, WA 98042
(253) 639-5927

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

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than June 30, 2026. ("Term").
2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Auburn business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantially or the ease of its discovery.
3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 90 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

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

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

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

5. INDEMNIFICATION.

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the

Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

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

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

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

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

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

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

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

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

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

6.9 City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available

limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

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

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

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

9. INDEPENDENT CONTRACTOR. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Insurance or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and

agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

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

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

12. GENERAL PROVISIONS.

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

the Parties.

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

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

12.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state

and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

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

[Signature page follows]

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

CITY OF AUBURN

PACIFIC RACEWAYS TRACK LLC

Nancy Backus, Mayor

John Ramsey, General Manager

Date

Date

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Jason Whalen, City Attorney

EXHIBIT "A"

SERVICES

The Service Provider shall implement a marketing promotion program in 2025/2026 for the City of Auburn which shall include:

The \$100,000 is earmarked as follows:

Auburn Lodging Tax funds will support Pacific Raceways Track LLC using digital and traditional advertising for the NHRA Nationals, on-site promotion, social media messaging, newsletter creation and distribution, and assistance with scenic B-roll video to be viewed on Fox Television Network. Funding is for marketing promotions, advertising, and support administration and operations of the Pacific Raceways Track LLC.

See proposal for additional details.

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

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

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

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

ACKNOWLEDGEMENT OF LODGING TAX FUNDING:

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

EXHIBIT "B"

COMPENSATION

The City shall pay to the Service Provider, as compensation for the services described above, a total amount of not to exceed One Hundred Thousand Dollars (\$100,000) payable upon receipt of reimbursable receipts. Compensation will be completed through reimbursement for approved services, and final payment may be held by the City until all reports are received. Requests for reimbursement may be made on a monthly basis, but must be received by the City no later than July 31st, 2026. Only those services rendered within the term of the contract and received by June 30th, 2025 are reimbursable.



2025 Lodging Tax Grant Fund Application

See application due dates in Section 3 for 2025 submittal deadlines

Complete application materials may be submitted:

By email to jfrancis@auburnwa.gov

-OR-

By mail to:

City of Auburn, Attn: Jenn Francis,
25 West Main Street, Auburn, WA 98001

Lodging Tax Advisory Committee

Mayor Nancy Backus, Chair

Represent Business Authorized to Collect

Andy Cho, Garner Hotel Auburn

Aman Ghag, Holiday Inn Express, Auburn

Vacant

Represent Business Authorized to Receive

Susan Roberts, Gosanko Chocolate

Bob Fraser, Emerald Downs

Elizabeth Butchko, Outlet Collection

City Staff Support

Jenn Francis, Economic Development Manager

jfrancis@auburnwa.gov

(253) 215-8774

TABLE OF CONTENTS

1. Lodging Tax Funding Guidelines.....	Page 3
2. Information on Lodging Tax Funds and Who May Apply.....	Page 4
3. Schedule.....	Page 5
4. Reporting Requirements	Page 6
5. Submittal Checklist.....	Page 7
6. Insurance Requirements if Funded.....	Page 8
7. Application.....	Page 9

1. LODGING TAX FUNDING GUIDELINES

Background

The objective of the City of Auburn Lodging Tax Advisory Committee process is to support projects, which encourage eligible tourism and cultural activities and support tourism facilities in Auburn. The process is reviewed annually and the guidelines are updated in accordance with reported success of existing programs, potential for new programs, and changes in state law. A calendar for the application process will be established but will allow for emerging opportunities as they arise.

Objectives for Hotel/Motel Tax Funds:

- Generate increased tourism in Auburn resulting in overnight stays at local hotels.
- Generate maximum economic benefit through overnight lodging, sale of meals and goods, and construction of tourism-related facilities.
- Increase recognition of Auburn throughout the region as a destination for tourism.
- Increase opportunities for tourism by developing new visitor activities.

Allocation Guidelines:

- The City, on an annual basis, shall seek funding proposals from organizations seeking to use Hotel/Motel Tax funds for promoting tourism.
- Organizations seeking funding must complete an application form.
- The Lodging Tax Advisory Committee shall review the proposals and make recommendations to City Council as to which applications should receive funding.
- The final funding decision will be made by the City Council in the form of approval or denial of the recommendations – no amendments to recommendations will be made by the City Council.
- Once approved for funding an organization must enter into a contract with the City and funding will be provided on a reimbursable basis.
- Organizations receiving funding must submit a report at the end of the calendar year.

2. INFORMATION ON LODGING TAX FUNDS & WHO MAY APPLY

WHAT ARE "LODGING TAX FUNDS?"

Lodging taxes are paid when people purchase lodging, such as renting a room at a hotel.

HOW CAN THOSE FUNDS BE USED?

Washington State law (RCW 67.28.1815) requires that funds be expended "...solely for the purpose of paying all or part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities..."

Tourism promotion is defined as "...activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists."

WHERE CAN THE FUNDS BE USED?

The funds are to be used to draw tourists to stay in Auburn lodging overnight.

WHO CAN APPLY FOR FUNDS?

Any organization, including private businesses, can use the funds to advertise and promote tourism through the media. The promotion must be designed to attract tourists to Auburn with the goal of increasing the number of overnight stays in the City's lodging facilities.

WHO DECIDES WHICH APPLICATIONS GET FUNDED?

All complete application packets are reviewed by the Lodging Tax Advisory Committee (LTAC), which is charged with making recommendations for funding to the Auburn City Council who will make the final funding approval.

3. SCHEDULE

Below are the anticipated important dates for the 2025 grant application process.

- Applications will typically be due no later than 5:00pm the Friday
- Applications will be included with the regular LTAC agenda packet emailed to the committee and available online at least one week prior to the LTAC meeting.
- LTAC will meet to discuss applications and to make funding recommendations at the next regularly scheduled meeting.
- Any LTAC recommended funding requests will be scheduled for City Council final decision at the first scheduled meeting approximately two weeks after the LTAC recommendation.

2025 Grant Application Process Timelines			
	1st Application Cycle	2nd Application Cycle	3rd Application Cycle
<i>Applications due no later than:</i>	5:00PM, Friday, March 7, 2025	5:00PM, Friday, June 13, 2025	5:00PM, Friday, October 31, 2025
<i>Public LTAC meeting:</i>	10:00AM, Wednesday, March 19, 2025	10:00AM, Wednesday, July 9, 2025	10:00AM, Wednesday, November 12, 2025
<i>City Council decision:</i>	7:00PM, Monday, April 21, 2025	7:00PM, Monday, July 21, 2025	7:00PM, Monday, December 1, 2025

4. REPORTING REQUIREMENTS

Entities who receive lodging tax grant funds must report a significant amount of information to the city. This information includes:

- *Overall Attendance* – the total number of people predicted to attend this activity, the actual number of people who attended this activity, and the method used to determine the attendance.
- *Attendance, 50+ miles* – the number of people who travelled greater than 50 miles predicted to attend this activity, the actual number of people who travelled greater than 50 miles to attend the activity, and the method used to determine the attendance.
- *Attendance, Out of State, Out of Country* – the number of people from outside the state and country predicted to attend this activity, the actual number of people from outside the state and country who attended this activity, and the method used to determine the attendance.
- *Attendance, Paid for Overnight Lodging* - the number of people predicted to attend this activity and pay for overnight lodging, the actual number of people who attended this activity and paid for overnight lodging, and the method used to determine the attendance.
- *Attendance, Did Not Pay for Overnight Lodging* - the number of people predicted to attend this activity without paying for overnight lodging, the actual number of people who attended this activity without paying for overnight lodging, and the method used to determine the attendance.
- *Paid Lodging Nights* – the total projected and estimated actual number of paid lodging nights. One lodging night = one or more persons occupying one room for one night.

5. SUBMITTAL CHECKLIST

Place a check mark by each item to indicate your review & inclusion in your submittal packet.

1. ☒ Submit complete application packet by 5:00pm, of the associated due date.
 - o Email application to jfrancis@auburnwa.gov or mail to City Hall (Attention: Jenn Francis), 25 West Main Street, Auburn, WA 98001.
 - o Be sure to use application for FY2025 grant awards (template with preset font and margins)
 - o Late applications will not be accepted
2. ☒ All questions on application have been answered in a detailed, yet concise manner.
3. ☒ Application has been reviewed and includes:
 - a. ☒ Signature by a person authorized to bind the agency to a contract
 - b. ☒ Attachments that are no larger than 11" x 17"
 - c. ☐ For Non-Profits, a copy of 501(c)3 or 501(c)6 tax exemption determination letter
☒ N/A
 - d. ☒ Marketing plan for the proposed project
 - e. ☒ Operating budget for the proposed project
 - f. ☐ Your organization's most recent Balance Sheet
 - g. ☐ Your organization's Articles of Incorporation and/or Bylaws
 - h. ☐ Documentation showing your governing body's authorization to submit the grant request
Documentation consists of meeting minutes in which the governing body's resolution, motion or other official action is recorded. Examples include: "The board approves for (individual's name) to submit an Auburn lodging tax funding request, or (Individual's name) has the governing body's authorization to make funding requests for (name of the agency" or "I am the person organizing this event and am submitting this funding request for (name of event)).
 - i. ☐ List of your current Board of Directors or other governing body of your organization
The list must include names, phone numbers, addresses, and identify the principal officers of your governing body.
 - j. ☐ Signed letter from your governing body Chairperson that provides the name, title, address and telephone number for the person authorized to sign this application.

6. INSURANCE REQUIREMENTS (IF FUNDED)

Unless otherwise waived by the Auburn Legal Department in writing, a Certificate of Insurance listing Auburn as additionally insured and including these minimum requirements will be required for all recipients (if funded):

1. Throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain general liability insurance with an insurance carrier licensed to do business in the State of Washington, and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate, with a deductible of not greater than \$5,000.
2. Where automobiles are used in conjunction with the performance of this Agreement throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain automobile liability insurance with an insurance carrier licensed to do business in the State of Washington and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence or combined single limit coverage of \$1,000,000.
3. General liability insurance and, if applicable, automobile liability insurance coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as Personal Injury--including coverage A, B and C. If applicable, automobile liability insurance shall include coverage for owned, non-owned, leased or hired vehicles.
4. Auburn shall be named as an additional insured on all required policies, except automobile insurance, and all such insurance as is carried by the Contractor shall be primary over any insurance carried by Auburn. The Contractor shall provide a certificate of insurance to be approved by Auburn's Economic Development Manager prior to contract execution.
5. Auburn shall have no obligation to report occurrences unless a claim is filed with the Auburn City Clerk's office; nor shall Auburn have an obligation to pay premiums.
6. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished to Auburn's Economic Development Manager prior to the date of cancellation, change or nonrenewal. Such notice to be sent to the City of Auburn - Economic Development Manager, 25 West Main St., Auburn, WA 98001 or jfrancis@auburnwa.gov.
7. It is further provided that no liability shall attach to the City of Auburn by reason of entering into a contract with the City, except as expressly provided within the terms and conditions of that contract.

7. APPLICATION FOR LTAC GRANT FUNDING

1. Project Information

a. Project

Project Name: T-Rex World Championship

Amount of Lodging Tax Funding Requested: \$ 15,000.00

(Amount Requested must match Project Budget column a "Lodging Tax Funding Requested")

Total Project Cost: \$ 15,000.00

(Total Project Amount must match Project Budget column c "Total Project Cost")

b. Applicant Organization

Name of Applicant Organization: Emerald Downs Racing LLC

Mailing Address: 2300 Ron Crockett Dr
Auburn WA 98001

Tax ID Number: 47-2966969

Organization Unified Business Identifier (UBI): 603453-904

UBI Expiration Date:

Type of Organization: LLC

(Non-profit, For-profit, Municipality, Private business, etc.)

c. Contact:

Name: Philip Ziegler

Title: President

Telephone: 253-288-7004

Email: philz@emeralddowns.com

Signature: 

The signatory declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used only for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

2. Project Description

- a. Event Date(s): June 29 (Broadcast date on ESPN2 in Late July/Early Aug
- b. Event Location: Emerald Downs Racetrack
- c. If there is a charge or fee for this activity, please describe how much and why.
\$10 for adults, \$5 ages 5-17, under 4 free. Military & Tribal members also free. This is our regular admission charge.
- d. Please provide a detailed, yet concise **scope of work (mandatory)** and/or proposed project/activity. Include information on the area the project will serve, its expected impact and list the responsible party(s).

The T-Rex Race originated in 2017 and has grown into a worldwide social media phenomenon. Hundreds of millions of views on Facebook plus other social media. People now travel from other states and other countries to participate.

3. Beneficiaries

Please list and provide specific information regarding all individuals, businesses, areas, or organizations that will directly benefit from the project/activity.

This will benefit Auburn tourism by being a presenting sponsor plus area hotels and businesses. The event itself draws a large crowd and hundreds of thousands of people will see the event worldwide on ESPN2.

4. Tourism Benefit

- a. Estimate how the funds will increase the amount of people traveling to Auburn to stay overnight in paid accommodations.
Participants will be coming from out of state and out of country to participate. Auburn Tourism will also be featured on a national ESPN2 broadcast of the event which will air in late July/early August
- b. Estimate how the funds will increase the amount of people traveling to Auburn from more than 50 miles from their residences.
We will have about 300 participants of which half will be coming from more than 50 miles.
- c. Estimate how the funds will increase the amount of people traveling to Auburn from outside their state or country.
The exposure for Auburn via social media and ESPN will be significant.

5. Goals/Monitoring

Describe the goals of the project. Will the project result in an increase in overnight stays by visitors in Auburn? If so, how will this increase be tracked and monitored? How will an increase in the sale of goods and services as a result of the project be measured? What other short or long-term economic benefits will occur and how will that be tracked? Why do you believe those project/activity outcomes are feasible?

Note - Applicants will be required to submit a post-funding report providing pertinent data evaluating tourism benefits resulting from the use of lodging tax funds as compared with the estimates contained in this application.

By sponsoring the event Auburn will receive exposure as the Presenting Sponsor. The package also includes 750 tickets which are good for any rce day and can be used by hotels as incentive to stay in Auburn,

6. Funding Requirements

Due to funding constraints, partial funding may be recommended by the LTAC. If partial funding is received, how will that impact the project/activity? Please describe:

No impact.

7. Use of Funds

Provide detail on how the funds will be used. For example, \$20,000 of the funds will be used for marketing, \$5,000 for administration, \$10,000 for Consultants, etc.

The entire amount will be used for production costs for the ESPN program which will promote Auburn as the presenting sponsor.

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

Income: A diversified funding base is important to the success of any project. Please list all other sources of funding for the project, both anticipated and confirmed and when that funding will be available to the project. Include your own funding, sponsorships, other grants, etc.

Funding Source: List all revenue sources anticipated for 2025. Do not include requested Lodging Tax Funds	Amount	Confirmed Yes/No	Date Available
none	\$		
	\$		
	\$		
	\$		
	\$		

Expenses: Based on full funding, please list project costs.

Note: Certain expenses may not be reimbursable, at the sole discretion of the City of Auburn.

You will only be reimbursed at the authorized rates. Insurance is not an eligible cost.

	Lodging Tax Funds Requested *	Other Funds (Do not include "in-kind" dollars)	Total Project Cost **
Personnel (salaries & benefits)	\$	\$	\$
Administration (rent, utilities, postage, supplies, janitorial services, etc.)	\$	\$	\$
Marketing/Promotion	\$ 15,000.00	\$ 10,000.00	\$ 25,000.00
Direct Sales Activities	\$	\$	\$
Minor Equipment	\$	\$	\$
Travel	\$	\$	\$
Contract Services	\$	\$	\$
Other Describe below	\$	\$	\$
TOTAL COST	\$ 15,000.00	\$ 10,000.00	\$ 25,000.00

Description for Direct Sales Activities, Contract Services, Travel and Others	Production costs for 30 minute program on ESPN2
In-Kind Contributions	none

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

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

9. Funding History

- a. Was this project funded with Auburn lodging tax funds in a prior fiscal year?
No
- b. If you answered yes to 9a, provide prior years and how much funding was granted.

10. Indicate what efforts have been made to access funding from additional sources?

We sell sponsorships for this and other events.

11. Coordination and Collaboration

Please provide information about any other organizations or agencies involved in this project/activity. Describe their level of involvement. Describe how this project coordinates with other tourism promotion efforts or services in the area, including Chambers of Commerce, local festivals, local lodging and restaurants. You may attach up to three letters of support from these organizations.

none

12. Certification

The applicant hereby certifies and confirms:

1. That it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability;
2. That it will abide by all relevant local, state, and federal laws and regulations;
3. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and;
4. That the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used for the purposes set forth herein.

Signature: _____



05/23/2025

Date

Philip Ziegler

Printed Name & Title of Chief Administrator/Authorizing Official

Gold Sponsorship – 4 Available

Premium Sponsorship

- Name added to event title as presenting sponsor
- Name & logo included in event press releases
- Logo included on all marketing material for event
- Logo included on emeralddowns.com homepage
- Four (4) :30 second television commercials during broadcast day
- Four track announcements throughout the day

Print

- Full page program advertisement for entire 2025 season
- One Rail Sign for entire 2025 season

Race Day Activation

- One (1) naming rights – thoroughbred feature race * Including Four (4) winner's circle photographs
- On-site activation table

Social Media

- Posting on Facebook, Instagram and X
- One (1) email blast that features our partnership

Hospitality

- 750 general admission tickets for event (\$7,500 value)
- One (1) fully hosted VIP private party for up to 20 guests

2025 Available Events:

*All Family Fun Weekends
(sold)*

All Fab Friday Nights

Indian Relay/Father's Day

T-Rex Races

*May 24-26, June 21-22, &
August 9-10*

June 6 – Sept 5

*Friday June 13 – Sunday June 15
Sunday, June 29*

INVESTMENT
\$15,000

Top Events

T-Rex World Championship Races

Date: June 29

Event Info: Get ready for prehistoric fun and excitement as Emerald Downs 6th running of the T-Rex's takes over the track. This is a roar-some race that you don't want to miss!

Media Links: [2024 Races](#) [CNN](#) [FACEBOOK](#) [USA TODAY](#) [DAILY MAIL](#) [UNILAD](#) [SPORTbible](#) [UPI](#) [ABC WORLD NEWS](#)

T-REX
T-REX
T-REX

WORLD CHAMPIONSHIPS

29 JUNE 2025 AT 1 PM

ESPN 8

150 runners wear inflatable T-rex suits for dinosaur race at Emerald Downs race track

Nothing says "good time" like 150 people racing in T-rex suits.

150 runners in Auburn, Washington, took to the Emerald Downs race track for a dinosaur race after it was postponed due to the pandemic.

Ariana Trippes Auburn Trippes USA TODAY
Published 2:12 p.m. ET Aug. 25, 2022 | Updated 2:50 p.m. ET Aug. 25, 2022

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Diver witnesses breathtaking view as fever of

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Miss gracefully jumps through giant donut tornado at car park in Thailand

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Quirky statue stolen, \$10,000 reward offered

We're always working to improve your experience. Let us know what you think.

As a CFO, see how you can drive your company's future

Discover More

EMERALD DOWNS

PROGRAM ADVERTISING

Official Program

Distribution: 130,000 per Season

Advertising Types:

Color Full Page

B&W 1/3 Page Logo

14	FLAT OUT FINE	L 119	205
15	WIN HANNAH LYNN	L 119	205
16	ED SELENA GOLD	L 123	15
17	COSMIC TRIPSTER	L 123	4
18	EAGLE EASE	L 123	15
19	PRIVATE STAR	L 123	20
20	MAMAS POWER	L 119	205

Budweiser

Freight MW LLC
Big or Small, We Haul It All



SPECIALIZING IN SAME DAY SERVICE THROUGHOUT WA & NORTHERN OREGON

#1 IN SAME DAY SERVICE

- DISCOUNTS ON MULTIPLE SHIPMENTS
- INTERLINING
- FLAT BED SERVICE WITH TARPS
- TRUCK AND DRIVER RENTAL
- LIFT GATE SERVICE
- AIRPORT PICK-UP & DELIVERIES
- TRAILER SPOTS

WE OFFER:
28' & 53' VAN TRAILERS
28' & 48' FLATBEDS

1201 Playallup Ave Tacoma, WA 98421
PH: 253 672-1178
TOLL FREE: 800-808-3416 FAX: 253-383-3880

31 Daily Double / \$1 Exact / \$1.50 Trifecta
1.50 Superfecta / \$2.50 Pick 3 / \$4.00 Pick 4 / \$6.00
1.50 Jackpot Pick 7 (Races 1-4-5-6-7-8-9)

3rd RACE
200 JACKPOT PICK
EMERALD DOWNS
RAIDEN CLAYING
BROWN, FORMAN
Approx Pools: \$100K

The Elysian Brewing Purse
PURSE \$25K (INCLUDED IN THE PURSE) EMERALD DOWNS RACE TRACK DEVELOPMENT CONTRIBUTION FOR MAKING THREE YEARS OLD MOUNT, 125 LBS. (CARRYING FREE \$5000 IN THE PURSE) EMERALD DOWNS RACE TRACK DEVELOPMENT CONTRIBUTION FOR MAKING THREE YEARS OLD MOUNT, 125 LBS. (CARRYING FREE \$5000 IN THE PURSE) EMERALD DOWNS RACE TRACK DEVELOPMENT CONTRIBUTION FOR MAKING THREE YEARS OLD MOUNT, 125 LBS. (CARRYING FREE \$5000 IN THE PURSE)

MAKE SELECTION BY PROGRAM NUMBER

OWNER	TRAINER	JOCKEY
1 HUNDRED AND ONE PROOF	L 122	15 Day Walker (P-4-5-6) 205
2 HEAUSTKEEPSIVING	L 122	7/25 Frankie Canale (P-4-5-6) 205
3 COLT FIFTY SEVEN	L 122	8 Patrick Henry Jr (P-4-5-6) 205
4 BELLAMO	L 122	8 Kevin Oakes (P-4-5-6) 205
5 LEWIS SKYHOOK	L 122	8 Jorge Cardenas (P-4-5-6) 205
6 NICE HAIRCUT	L 122	3 Lancelotti Layton (P-4-5-6) 205
7 COAST GUARD CARTER	L 122	4/5 Alex Arango (P-4-5-6) 205
8 REDROCK TRAIL	L 122	5/2 Jackie Walker (P-4-5-6) 205

Race Entitlements

A Race Named in Your Honor

Includes:

- Recognition in Official Program
- Track Announcement before Race
- Personal Escort to the Winner's Circle
- Brand Recognition on Big Screen
- Commemorative 8 x 10" Photo



TV/MEDIA

TV Broadcast

1,100 sq Ft Big Screen and over 1,200 TVs
National/International Satellite Network
Opportunities

- :30 Second Commercial
- Standalone Advertising

Podcast / Spots

Weekly Podcast on iTunes & Google Play
Opportunity

Live mentions

Link : [Horse Racing NW](#)

Track Announcement

From Track Announcer Tom Harris



**PROFESSIONAL SERVICES AGREEMENT FOR
2025 VISITOR AND TOURISM FOR
Emerald Downs Racing LLC**

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

Emerald Downs Racing LLC
2300 Ron Crockett Dr
Auburn, WA 98001
253-288-7004

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

The Parties agree as follows:

- 1. TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than December 31, 2025. ("Term").
- 2. SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Auburn business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
- 3. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 90 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. **COMPENSATION.**

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

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

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

5. **INDEMNIFICATION.**

5.1 **Contractor Indemnification.** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

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

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

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

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

6.6 Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

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

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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

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

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

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

9. INDEPENDENT CONTRACTOR. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any

losses the City may sustain through the Contractor's failure to do so.

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

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

12. GENERAL PROVISIONS.

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

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

benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

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

12.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

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

[Signature page follows]

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

CITY OF AUBURN

EMERALD DOWNS RACING LLC

Nancy Backus, Mayor

Philip Ziegler, President

Date

Date

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Jason Whalen, City Attorney

EXHIBIT "A"

SERVICES

The Service Provider shall provide a Gold Sponsorship program in 2025 for the City of Auburn which shall include:

The \$15,000 is earmarked as follows:

Auburn Lodging Tax funds will support Emerald Downs Racing LLC producing the ESPN program focusing on the T-Rex World Championship being held at Emerald Downs on June 29th, 2025. Funding is for marketing promotions, advertising, and support administration and operations of the event held by Emerald Downs Racing LLC.

See proposal for additional details.

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

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

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

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

ACKNOWLEDGEMENT OF LODGING TAX FUNDING:

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

EXHIBIT "B" COMPENSATION

The City shall pay to the Service Provider, as compensation for the services described above, a total amount of not to exceed Fifteen Thousand Dollars (\$15,000) payable upon receipt of reimbursable receipts. Compensation will be completed through reimbursement for approved services, and final payment may be held by the City until all reports are received. Requests for reimbursement may be made on a monthly basis, but must be received by the City no later than December 26, 2025. Only those services rendered within the term of the contract and received by December 26, 2025 are reimbursable.