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

- A. Pledge of Allegiance
- B. Roll Call

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Sikh Heritage Day Proclamation
Mayor Backus to proclaim April 14, 2018 as "Sikh Heritage Day" in the city of Auburn.
- B. Sexual Assault Awareness Month Proclamation
Mayor Backus to proclaim April 2018 as "Sexual Assault Awareness Month" in the city of Auburn.
- C. Arbor Day Proclamation
Mayor Backus to declare April 19th, 2018 as "Arbor Day" in the city of Auburn.

III. APPOINTMENTS

- A. Board and Commission Appointments
City Council to confirm the appointment of Michael Palko-Dean to the Parks and Recreation Board for a three-year term to expire December 31, 2020.

(RECOMMENDED ACTION: City Council confirm the appointment to the Parks and Recreation Board.)

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

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

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.
- C. Correspondence (There is no correspondence for City Council review.)

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

A. Minutes of the March 19, 2018 Regular City Council Meeting

B. Minutes of the March 12, 2018 City Council Study Session

C. Claims Vouchers (Coleman)

Claims vouchers 448097 through 448238 in the amount of \$1,325,835.61 and seven wire transfers in the amount of \$705,277.99 and dated April 2, 2018.

D. Payroll Vouchers (Coleman)

Payroll check numbers 537834 through 537856 in the amount of \$522,703.11 and electronic deposit transmissions in the amount of \$1,912,395.85 for a grand total of \$2,435,098.96 for the period covering March 15, 2018 to March 28, 2018.

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. Ordinance No. 6674 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, granting a franchise agreement for a petroleum products pipeline to Olympic Pipe Line Company, LLC

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6674.)

B. Ordinance No. 6680 (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6621, the 2017-2018 Biennial Budget Ordinance, as amended by Ordinance No. 6646, Ordinance No. 6656, Ordinance No. 6665, and Ordinance No. 6666, authorizing amendment to the City of Auburn 2017-2018 Budget as set forth in Schedule "A" and Schedule "B"

(RECOMMENDED ACTION: City Council adopt Ordinance No. 6680.)

XI. RESOLUTIONS

A. Resolution No. 5357 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to sign an Interlocal Agreement with other Washington agencies for the purpose of receiving and providing water/wastewater mutual aid in the event of an emergency

(RECOMMENDED ACTION: City Council adopt Resolution No. 5357.)

B. Resolution No. 5359 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the City to apply for and, if awarded, to accept grant funds in the amount of \$136,111.00 from the Washington State Department of Transportation, Aviation Division, to perform the design, land acquisition, and construction of the Auburn Municipal Airport Runway Enhancement Project for the Auburn Municipal Airport and authorizing the execution of the grant agreement therefore

(RECOMMENDED ACTION: City Council adopt Resolution No. 5359.)

C. Resolution No. 5360 (Heid)

A Resolution of the City Council of the City of Auburn, Washington, declaring certain two parcels of real property as surplus and authorizing the Mayor to execute a Purchase and Sale Agreement conveying the properties

(RECOMMENDED ACTION: City Council adopt Resolution No. 5360.)

XII. MAYOR AND COUNCILMEMBER REPORTS

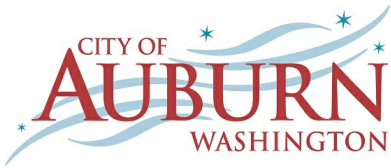
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the March 19, 2018 Regular City Council Meeting

Department:**Attachments:**

[03-19-2018 minutes](#)

Date:

March 27, 2018

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

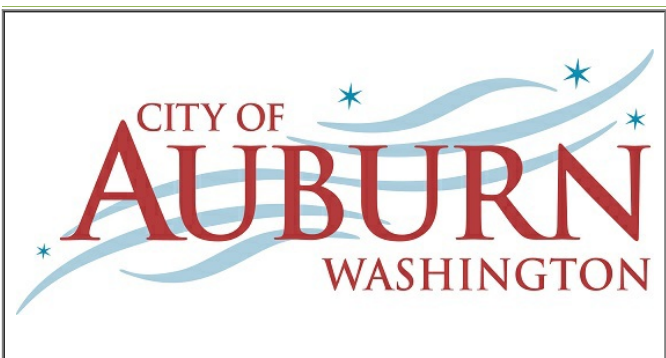
Revised Budget: \$0

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

Meeting Date: April 2, 2018

Staff:

Item Number: CA.A

	<p style="text-align: center;">City Council Meeting March 19, 2018 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE!</p> <p style="text-align: center;">Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Council Chambers at Auburn City Hall, 25 West Main Street in Auburn and led those in attendance in the Pledge of Allegiance.

B. Roll Call

Councilmembers present: Deputy Mayor Bob Baggett, Larry Brown, Claude DaCorsi, John Holman, Bill Pelozo and Yolanda Trout-Manuel. Councilmember Largo Wales was excused.

Mayor Nancy Backus and the following department directors and staff were in attendance: City Attorney Daniel B. Heid, Finance Director Shelley Coleman, Director of Administration Dana Hinman, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Police Commander Dan O'Neil, Parks, Arts and Recreation Director Daryl Faber, and Deputy City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There was no announcement, proclamation or presentation.

III. APPOINTMENTS

A. 2018 - 2020 Poet Laureate

City Council to confirm the appointment of Susan Landgraf as Auburn's 2018-2020 Poet Laureate.

Deputy Mayor Baggett moved and Councilmember Brown seconded to confirm the appointment of Susan Landgraf as the 2018-2020 Poet Laureate.

MOTION CARRIED UNANIMOUSLY. 6-0

IV. AGENDA MODIFICATIONS

There was no change to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Right-of-Way Vacation V1-17 (Gaub)

City Council to conduct a public hearing in consideration of Right-of-Way Vacation No. V1-17.

Mayor Backus opened the hearing at 7:03 p.m.

Virginia Haugen, 2503 R Street SE, Auburn

Ms. Haugen asked for the location of the right-of-way vacation. Mayor Backus stated it is located in the vicinity of 1412 3rd ST SE.

Assistant Director Gaub explained the City removed the 4th street corridor project from the Comprehensive Plan and no longer needs the property for a road connection.

No further audience members requested to speak, and the hearing was closed at 7:05 p.m.

2. Public Hearing for Franchise Agreement No. 17-22 (Gaub)

City Council to conduct a public hearing in consideration of Franchise Agreement No. 17-22 for Olympic Pipe Line Company, LLC.

Mayor Backus opened the public hearing at 7:06 p.m.

Virginia Haugen, 2503 R Street SE, Auburn

Ms. Haugen stated she believes this company has had a gas leak and an accident previously. Council needs to think about allowing these pipes in the City.

Assistant Director Gaub explained the Utilities Transportation Commission (UTC) regulates the pipelines. This company has been in the City for many years. This is a new 5 year franchise agreement because the previous agreement has expired.

No further speakers came forward, and Mayor Backus closed the public hearing at 7:08 pm.

B. Audience Participation

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

Daniel Roy, P.O. Box 136, Renton

Mr. Roy has noticed the statues and art around the City. He does not feel the art is doing anything to help the residents of Auburn. He requested the

Council instead use the money to help people.

Bob Zimmerman, 33029 46th Place South, Auburn
Mr. Zimmerman attended the Citizens Academy where the Building Department was reported to be the most accommodating in the area. That has not been his experience. He expressed his displeasure with staff.

Virginia Haugen, 2503 R Street SE, Auburn
Ms. Haugen stated she does not like seeing juicy headlines in the paper regarding the City Council. She cautioned Councilmembers to mind their manners.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

Councilmember Brown member of the Finance ad hoc committee that reviews claims and payroll vouchers, reported he and Councilmember Holman reviewed the payroll vouchers and electronic deposits in the approximate amount of \$2.1 million and claims vouchers and wire transfers in the amount of approximately \$4.8 million for the periods of March 1, 2018 to March 14, 2018 and dated March 19, 2018, respectively. The ad hoc committee recommends approval of the claims and payroll vouchers as described on the Consent Agenda.

Councilmember DaCorsi, chair of the Roads Projects ad hoc committee reported the committee is still reviewing data and has not met recently.

VII. CONSENT AGENDA

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

- A. Minutes of the March 5, 2018 regular City Council meeting
- B. Minutes of the January 8, 2018 City Council Study Session
- C. Claims Vouchers (Coleman)
Claims vouchers 447914 through 448096 in the amount of \$4,702,165.01 and four wire transfers in the amount of \$473,999.98 and dated March 19, 2018.
- D. Payroll Vouchers (Coleman)
Payroll check numbers 537813 through 537833 in the amount of \$224,194.73 and electronic deposit transmissions in the amount of \$1,933,261.90 for a grand total of \$2,157,456.63 for the period covering March 1, 2018 to March 14, 2018.

Deputy Mayor Baggett moved and Councilmember DaCorsi seconded to approve the consent agenda

MOTION CARRIED UNANIMOUSLY. 6-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6671 (Gaub)

An Ordinance of the City Council of the City of Auburn Washington, vacating real property intended for right-of-way purposes located at 1412 3rd Street SE, within the City of Auburn, Washington

Councilmember Holman moved and Councilmember Pelloza seconded to adopt Ordinance No. 6671.

Councilmember Holman stated this property is no longer needed by the City.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. RESOLUTIONS

A. Resolution No. 5343 (Gaub)

A resolution of the City Council of the City of Auburn, Washington, approving the 2018 Stormwater Management Program Plan and authorizing the Mayor to include a copy of the Program Plan in the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit Annual Report for 2017 to the Washington State Department of Ecology

Councilmember Pelloza moved and Councilmember Trout-Manual seconded to adopt Resolution No. 5343.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5353 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an amendment to the Interlocal Agreement with the Lakehaven Water and Sewer District for the purpose of modifying the Sewer District's Sanitary Sewer Service Area

Councilmember Brown moved and Deputy Mayor Baggett seconded to adopt Resolution No. 5353.

Councilmember Brown stated this agreement allows for the properties located within the Lakehaven Water and Sewer District to receive sewer

service from the City of Auburn.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5358 (Faber)

A resolution of the City Council of the City of Auburn, Washington, authorizing the acceptance of a grant from the State of Washington Heritage Capital Program, "Railroads, Waterfowl, Field Trips and Family Outings", and authorizing the Mayor to execute the necessary contracts to accept said funds

Councilmember Pelosa moved and Councilmember Holman seconded to adopt Resolution No. 5358.

Councilmember Pelosa stated the improvements to the museum will be a great addition.

MOTION CARRIED UNANIMOUSLY. 6-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Baggett reported he attended the Emergency Management Advisory Committee meeting.

Councilmember Pelosa reported on the Association of Washington Cities 2018 Legislative Priorities.

Councilmember Trout-Manual reported she attended the National League of Cities conference. She attended the Hispanic Elected Local Officials (HELO) Executive Board meeting, the Woman in Government meeting and Public Safety Committee meeting.

Councilmember DaCorsi reported he attended the Affordable Housing Advisory Committee meeting and he reviewed the legislative highlights from the last session.

B. From the Mayor

Mayor Backus reported she visited with a North Tapps Middle School class to talk about local government, and attended the 46th Annual Economic Forecasting Conference, the ground breaking for the Vietnam War Memorial at Les Gove Park, the National School Walk Out Day where the students were asking for more gun control, the Lions Club Auction and the Elected Officials Strategy Session for One Table.

XIII. ADJOURNMENT

There being no further business, the meeting adjourned at 7:52 p.m.

APPROVED this 2nd day of April, 2018.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the March 12, 2018 City Council Study Session

Date:

March 28, 2018

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0


Revised Budget: \$0

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

Meeting Date: April 2, 2018

Staff:

Item Number: CA.B

	<p>City Council Study Session Muni Services SFA March 12, 2018 - 5:30 PM Council Chambers - City Hall AGENDA</p> <p>Watch the meeting video</p> <p>Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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I. CALL TO ORDER

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

A. Roll Call

Councilmembers present: Deputy Mayor Baggett, Larry Brown, Claude DaCorsi, John Holman, and Largo Wales. Councilmember Bill Peloza arrived at 5:37 p.m. during discussion of Ordinance No. 6674. Councilmember Yolanda Trout-Manuel was excused.

Department directors and staff members present included: Police Commander Dan O'Neil, Human Resources and Risk Management Director Rob Roscoe, Innovation and Technology Director Paul Haugan, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Engineering Aide Amber Price, Sewer Utility Engineer Bob Elwell, Real Property Analyst Josh Arndt, City Attorney Daniel B. Heid, Parks, Arts and Recreation Director Daryl Faber, Finance Director Shelley Coleman, Utilities Engineering Manager Lisa Tobin, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There was no announcement, report or presentation.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6671

An Ordinance of the City Council of the City of Auburn Washington, vacating real property intended for right-of-way purposes located at 1412 3rd Street SE, within the City of Auburn, Washington

Engineering Aide Amber Price provided a brief history of the property to be vacated. The 50 foot by 60 foot piece of property in the vicinity of 1412 3rd Street SE was deeded to the City in 1956 and was intended for street purposes. However, the right-of-way was never opened as a street or used by the City.

Benefits of the vacation include a decrease in the City's right-of-way

maintenance obligation and liability. Also, once vacated, the property will be subject to property taxes.

The City has not required an appraisal of the value of the right-of-way since the vacation is being initiated by the City. Additionally, the right-of-way was dedicated to the City at no cost, and the City has never maintained or opened the right-of-way for public use. Therefore, staff recommends the street vacation be granted with no conditions.

A public hearing on the vacation will be held March 19, 2018.

B. Ordinance No. 6674

An Ordinance of the City Council of the City of Auburn, Washington, granting a franchise agreement for a petroleum products pipeline to Olympic Pipe Line Company, LLC

Engineering Aide Amber Price provided the staff report for Ordinance No. 6674 granting a ten-year franchise to Olympic Pipe Line Company LLC. Olympic's existing facilities consist of a 14-inch diameter pipeline located on the West Hill and in North Auburn. Olympic's current franchise agreement has expired. Their facilities do not currently serve any customers in Auburn, and there are no plans to do so.

Any construction, maintenance, improvements or changes to Olympic's facilities are managed through the City's permitting processes that are a requirement of the Franchise Agreement. Safety of Olympic's facilities is regulated and inspected through the Washington Utilities and Transportation Commission.

A public hearing on the franchise application is scheduled for March 19, 2018.

C. Lakehaven - Auburn Sewer Boundary Adjustment

Sewer Utility Engineer Elwell presented Resolution No. 5353, amending the Interlocal Agreement with Lakehaven Water and Sewer District to modify the District's sanitary sewer service area boundary so that 19 parcels adjacent to the Jovita Heights area can be served by Auburn public sewer. Lakehaven staff members do not foresee sewer service being available to the parcels in the near future and has agreed to modify their sewer service area boundary.

Resolution No. 5353 will be considered by Council at their March 19, 2018 meeting.

D. 4th Quarter 2017 Financial Report

Finance Director Shelley Coleman reviewed the quarterly financial report for the year to date through December 2017 based on financial data as of February 5, 2018 for the period ending December 31, 2017, and sales tax

information representing business activity through October 2017.

In the General Fund, Director Coleman reviewed revenues and expenditures by categories and expenditures by departments. She noted all department expenditures were within budget.

Councilmember Pelozo requested a presentation on the City's vehicle fleet. Director Coleman reminded the City Council received a presentation on equipment rental and the vehicle fleet at the Car Tab ad hoc committee meetings.

Councilmember Wales suggested investigating the possibility of leasing certain vehicles.

Deputy Mayor Baggett stated a lease/purchase analysis could be considered for a future study session. Councilmember Pelozo agreed.

Councilmember Wales suggested looking at police take home vehicles. Councilmember Holman cautioned that a vehicle take home policy will increase the number of police vehicles and the proposal may be a bargaining issue.

Councilmember Pelozo inquired about the water purchase from the City of Tacoma in 2016. Utilities Engineering Manager Tobin explained the purchase was necessary to supplement the supply during peak months and to fulfill contract obligations with water wholesale customers during upgrades and renovations of the City's wells. All water supplies are now back on line and functioning.

Finance Director Coleman reviewed property tax revenues, sales and use tax, sales tax on new construction, utility taxes, cable franchise revenue, cable utility tax, business licenses, building permit revenue, intergovernmental revenues, charges for services, development service fees, culture and recreation, fines and penalties, miscellaneous revenues, real estate excise tax, pet licensing revenue, Funds 102, 103 and 105 Capital Project expenditures, water revenues and water sold for 2017 versus 2016, solid waste, and cemetery revenues and expenditures.

Councilmember Pelozo reported a recycling outlet for latex paint will be available in Auburn soon. Councilmember Pelozo will have more information about the recycling and the acceptance facility in his Council Corner article next week.

Councilmember Wales requested a report on the Community Center rentals and program activities.

IV. MUNICIPAL SERVICES DISCUSSION ITEMS

A. Airport 2018-2022 CIP Discussion (10 Minutes) (Gaub)

Councilmember Brown presided over the Municipal Services Special Focus Area item.

Assistant Director of Engineering Services/City Engineer Gaub reviewed the Capital Facilities Plan for the Auburn Municipal Airport, including runway enhancements, Jet A fueling facility, annual repair and replacement of airport facilities, automated weather observation system, airport security camera and gate access upgrades, precision approach path indicator for runway, land acquisition for future approaches, runway RSA improvements, and west side fencing.

V. OTHER DISCUSSION ITEMS

There was no other discussion.

VI. NEW BUSINESS

Deputy Mayor Baggett presided over the remainder of the meeting and announced the need for an executive session later this evening.

VII. MATRIX

A. Matrix

Councilmembers reviewed the Council matrix.

Councilmember DaCorsi, chair of the Public Works and Community Development Special Focus Area, stated Item 1, Capital Projects Update and Featured Capital Project will be discussed on April 23rd. Also, Item No. 4, Sign Requirements will be discussed on April 23rd.

Councilmember Brown, chair of the Municipal Services Special Focus Area, stated no date has been determined for Item 8, Court Fees.

Councilmember Holman, chair of the Finance and Economic Development Special Focus Area, suggested adding annexation of small parcels (islands and peninsulas) to the matrix on a date to be determined.

VIII. ADJOURNMENT

EXECUTIVE SESSION

Prior to adjournment, City Attorney Heid announced the need for an executive session in order to discuss a complaint against a public official pursuant to RCW 42.30.110(1)(f). The session was expected to last 20 minutes. Deputy Mayor Baggett recessed the meeting to executive session at 6:54 p.m.

The meeting was reconvened at 7:13 p.m.

ADJOURNMENT

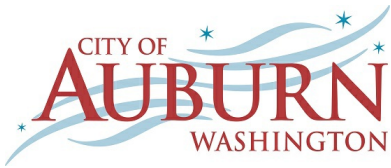
There being no further discussion, the meeting adjourned.

APPROVED this 2nd day of April, 2018.

BOB BAGGETT, DEPUTY MAYOR

Danielle Daskam, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Coleman)

Date:

March 28, 2018

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:**Administrative Recommendation:**

City Council approve Claims Vouchers.

Background Summary:

Claims vouchers 448097 through 448238 in the amount of \$1,325,835.61 and seven wire transfers in the amount of \$705,277.99 and dated April 2, 2018.

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

Coleman

Meeting Date: April 2, 2018

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Coleman)

Date:

March 28, 2018

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:**Administrative Recommendation:**

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 537834 through 537856 in the amount of \$522,703.11 and electronic deposit transmissions in the amount of \$1,912,395.85 for a grand total of \$2,435,098.96 for the period covering March 15, 2018 to March 28, 2018.

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

Coleman

Meeting Date: April 2, 2018

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6674 (Gaub)

Date:

March 1, 2018

Department:

CD & PW

Attachments:

[Ordinance No. 6674](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Ordinance No. 6674.

Background Summary:

Olympic Pipe Line Company LLC is currently operating under an agreement which has recently expired and has applied for a new Franchise Agreement to continue to operate within the City's rights of way an interstate pipeline for the transportation of petroleum products. Olympic has applied for a Franchise Agreement for a term of ten (10) years to continue to operate and maintain their facilities within the City's rights of way.

Olympic's existing facilities consist of a 14-inch diameter pipeline located on the West Hill and in North Auburn. Their facilities do not currently serve any customers in Auburn and they have no plans to do so. Any construction, maintenance, improvements or changes to Olympic's facilities are managed through the City's permitting processes that are a requirement of the Franchise Agreement. Safety of Olympic's facilities is regulated and inspected through the Washington Utilities and Transportation Commission.

A staff presentation was given at the March 12th Study Session discussing Draft Ordinance No 6674. A Public Hearing to consider this application and hear public comment was held before the City Council on March 19, 2018 in accordance with Auburn City Code Chapter 20.06.030.

Ordinance No. 6674, if adopted by City Council, approves Franchise Agreement No. 17-22 subject to terms and conditions outlined in the Ordinance.

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

Gaub

Meeting Date: April 2, 2018

Item Number:

ORD.A

ORDINANCE NO. 6 6 7 4

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, GRANTING A
FRANCHISE AGREEMENT FOR A PETROLEUM
PRODUCTS PIPELINE TO OLYMPIC PIPE LINE
COMPANY, LLC**

WHEREAS, Olympic Pipe Line Company, LLC ("Grantee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee.

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit "A", attached hereto and incorporated by reference (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair, for provision of those services set forth in Exhibit "B" ("Grantee Services") pipeline or pipelines, and associated valves, fittings, location markers and signs, communication systems, utility lines, signage, protective apparatus, and all other appurtenances, equipment, and facilities,

Ordinance No. 6674
Franchise No. 17-22
February 20, 2018
Page 1 of 27

whether above or below grade, useful or incidental to or for the operation or protection thereof (the "Grantee Facilities"), and conduct such other activities as may be convenient in connection therewith as determined by Grantee, for the transportation of oil, gases, liquids, solids, or any mixtures thereof, and any product, by-product, and derivatives thereof, on, over, under, across, and through the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City. This Franchise is intended to convey only a limited right and interest and is not a warranty of title or interest in the City's right-of ways. The Agreement does not convey any right to Grantee to install Grantee Facilities on or to otherwise impact, city-owned or leased properties, easements, or rights-of way outside the ones identified in Exhibit A.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

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

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal

infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. This Franchise is subject to the provisions of Auburn City Code ("ACC"), including specifically ACC Chapter 20.10, "CONDITIONS OF PUBLIC WAY AGREEMENTS, FRANCHISES, AND FACILITIES LEASES", and all applicable federal and state laws, codes and regulations as currently exist or as amended. However, if the provisions of city code, as amended or superseded, conflict with any terms and conditions of this agreement, the provisions of this agreement shall govern.

Section 2. Notice

A. Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed by certified mail to the recipient at the address set forth in this Section. If the date for making any payment, notice, or performing any act is a legal holiday, payment or notice may be made or the act performed on the next succeeding business day which is not a legal holiday.

City: Engineering Aide,
Community Development and Public Works Department
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

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

Grantee: Olympic Pipe Line Company, LLC.
Right of Way Agent
2319 Lind Ave SW
Renton, WA, 98057
Telephone: (425) 235-7736, Fax (425) 981-2525

B. Any changes to the above-stated Grantee information shall be sent to the City's Engineering Aide, Community Development and Public Works Department, with copies to the City Clerk, referencing the title of this agreement.

C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of 10 (ten) years, from the date of execution specified in Section 5.

B. **Renewal Option of Term:** The Grantee may renew this Franchise for an additional ten (10) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently between 180 and 240 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall submit those materials that differ from the previous materials or as deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

C. **Failure to Renew Franchise – Automatic Extension.** If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues year to year until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purpose of this agreement:

"ACC" means the Auburn City Code.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Maintenance” or “Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” or “Right-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

“Grantee Facilities” or “Facilities” means, collectively, any and all systems owned or operated by Grantee located in the City Rights-of-Way, including but not limited to pipelines, mains, laterals, fixtures, communication systems, and any and all other equipment appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purpose of transmission of petroleum products, whether the same be located over or under ground.

“Hazardous Substance” shall specifically include, but shall not be limited to, petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state.

“Operate” or “Operations” shall mean the operation, use, and maintenance of Grantee Facilities, pursuant to the terms of this Agreement.

“Party” or “Parties” means collectively the City and Grantee, and individually either the City or Grantee.

“Public Works Project” means, any City capital improvement or the construction, relocation, expansion, repair, maintenance, or removal of any part of the Right-of-Way or City-owned facilities located on or in the Right-of-Way for: parks; streets; sidewalks; curbs; pedestrian and/or vehicle traffic; sewers, storm water drains; water facilities, and; City-owned fiber optic cable, conduit or network facilities.

“Third Party” means any person, party, or entity other than the City and Grantee.

"FERC" means the Federal Energy Regulatory Commission, or such other successor regulatory agency having jurisdiction over interstate pipeline companies.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit "C," and incorporated by reference, (2) all verifications of insurance coverage specified under Section 17, (3) the financial guarantees specified in Section 18 and (4) payment of any outstanding application fees per the City fee schedule. These four items shall collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise Agreement, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders, as they now exist or as may be hereafter amended or superseded, in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the Right-of-Way within which Grantee is undertaking its activity. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Right-of-Way informed of its intent to undertake such construction work.

C. In addition to complying with ACC 20.10.80, as hereafter amended or superseded, Grantee Facilities shall be located and maintained within the Right-of-Way so as not to interfere with the reasonable ingress or egress to the properties abutting the Right-of-Ways as they existed or exist at the time of installation of the Grantee Facilities. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may

from time to time, pursuant to the applicable sections of this Franchise, require, at no cost to the City, the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

D. Grantee shall continuously be a member of the State of Washington One Number Locator service under RCW Chapter 19.122, or an approved equivalent as determined by the City, and shall comply with all such applicable rules and regulations. Before commencing any work within the Right-of-Way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, Right-of-Way, and such other places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

H. Markers demarcating the pipeline's location shall be placed on the surface consistent with federal requirements to provide clear warning of the presence of the pipeline but in a manner that does not interfere with trails or other public uses in that area. Additionally, Grantee shall place continuous underground markers demarcating the pipeline's location each time Grantee digs to the pipeline for any reason.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City telephonically during normal business hours (at 253.931.3010 and during non-business hours at 253-876-1985 as promptly as possible before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. For any emergency or after normal business hour issues involving the Grantee's facilities

which requires the Grantee's immediate response the City shall contact the Grantee at **888-271-8880** which is operated 24 hours a day, seven days a week. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances of the nature of the emergency and the actions taken to address it.

Section 8. Damages to City and Third-Party Property

A. Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition and then to the condition it was in immediately prior to being damaged. Such repair work shall be performed and completed to the satisfaction of the City Engineer.

B. If Grantee has failed to perform any work required to be performed in a timely manner under this Ordinance, or to correct an unsafe condition, the City may itself perform or have performed such work. Grantee shall pay all reasonable costs incurred by the City to perform such work upon demand of the City.

C. All survey monuments which are disturbed or displaced by Grantee in its performance of any work under this Agreement shall be referenced and restored by Grantee, as per WAC 332-120, as from time to time amended, and all applicable federal, state, and local standards and specifications.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another private utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or Right-of-Way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in

the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

B. When constructing new facilities, or replacing or reconstructing facilities, Grantee shall maintain a minimum underground horizontal separation of ten (10) feet from City water and five (5) feet from City sanitary sewer and storm sewer facilities; provided, that for development of new areas, the City, in consultation with Grantee and shall coordinate with other utility purveyors or authorized users of the Public Way, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this agreement.

Section 10. Grantee Information

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

B. Upon the City's reasonable request, in connection with the design of any Public Works Project, Grantee shall verify the location of Grantee Facilities at no expense to the City. In the event Grantee performs excavation, the City shall not require any restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

C. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Grantee shall clearly mark any information that it provides to the City as "Proprietary" information if Grantee believes that disclosure of that information would be exempt under the trade secrets exemption in RCW 42.56.270. The City agrees that if it receives a request for Grantee's proprietary information, it will initially assert the exemption under 42.56.270, and will notify Grantee of the request.

The City shall not initiate legal action to prevent disclosure of Grantee's proprietary information. If a requestor files a lawsuit to compel disclosure, Grantee agrees to defend the action at Grantee's sole expense.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public records act, provided the City has notified Grantee of the pending request or Grantee is made aware of the request or claim.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities within one hundred and eighty (180) days of being ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Such alternate location for relocation of Grantee's facilities shall be determined and approved jointly by the City and Grantee at no cost to the City. Pursuant to the provisions of Section 16, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way.

B. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City (a "Third Party"), that party shall pay the Grantee the actual costs thereof. Any contractor doing work pursuant to contract with the City shall not be considered a Third Party for purposes of this section.

C. Any condition or requirement imposed by the City upon any Third Party (including, but not limited to, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Grantee's Facilities within the Rights-of-Way shall be a condition or requirement causing relocation of Grantee's Facilities to occur subject to the provisions of Subsection B above; provided, however in the event the City reasonably determines and notifies Grantee that the primary purpose of imposing such condition or requirement upon such Third party is to cause or facilitate the construction of a Public Works Project to be undertaken within a segment of the Right-of-Ways on the City's behalf and consistent with the City's Capital Facility Plan or Transportation Improvement Program, then Grantee shall relocate its

Facilities within such segment of the Rights-of-Way in accordance with this Agreement.

D. As to any relocation of Grantee's Facilities whereby the cost and expense thereof is to be borne by Grantee in accordance with this Section 11, Grantee may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from Grantee of such written alternatives, the City shall evaluate such alternatives and shall advise Grantee in writing if one or more of such alternatives are suitable to accommodate the work which would otherwise necessitate relocation of Grantee's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by Grantee full and fair consideration with due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the City determines that such alternatives are not appropriate, Grantee shall relocate its Facilities as otherwise provided in this Agreement.

E. Nothing in this Section 11 shall require Grantee to bear any cost or expense in connection with the relocation of any facilities under benefit of easement independent of this Agreement or other rights not arising under this Agreement, nor shall anything in this Section 11 require the City to bear any such cost or expense. Nothing in this Section 11 shall be construed to be a waiver of any right of either Grantee or the City to contest any claim or assertion by the other of responsibility to pay such cost or expense.

F. Subject to ACC 20.10.160, in the event of an emergency posing a threat to public safety or welfare requires the relocation of Grantee's Facilities within the Rights-of-Way, the City shall give Grantee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City (and subject to the issuance of any necessary order(s) of the Federal Energy Regulatory Commission), Grantee shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities.

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall (subject to any necessary approval(s) and/or order(s) to be provided by FERC concerning abandonment), at the City's discretion, either abandon in place or remove the affected facilities. Abandonment or removal shall be at the sole cost

and expense of Grantee. Any Facilities left in place shall be made inert by disconnecting and sealing such Facilities, all in compliance with applicable regulations and industry standards. The City's consent shall not relieve Grantee of the obligation and/or costs to subsequently remove or alter such Facilities in the event the City reasonably determines that such removal or alteration is necessary or advisable for the health and safety of the public, in which case Grantee shall perform such work at no cost to the City. The obligations contained in this Section shall survive the expiration, revocation, or termination of this Agreement.

Section 13. Encroachment Management

Grantee shall manage and inspect encroachments as defined by federal and applicable state and local laws, rules, regulations and industry standards, as now enacted or hereinafter amended, and any other future laws or regulations that are applicable to Grantee, the Facilities, and business operations. Upon notification to Grantee of planned construction by another within ten (10) feet of Grantee's pipeline, Grantee shall flag the precise location of its Facilities before the construction commences, provide a representative to inspect the construction when it commences, and periodically inspect thereafter to ensure that Grantee's pipeline is not damaged by the construction.

Section 14. Emergency Management, Leaks, Ruptures, and Emergency Response.

A. Annually, upon the request of the City, Grantee shall meet with the Valley Regional Fire Authority, the Auburn Police Department, and the City's Emergency Management Office to coordinate emergency management operations and, at least once a year, at the request of the City, Grantee personnel shall actively participate with the Valley Regional Fire Authority and the City in emergency preparedness drills or planning sessions.

B. Grantee shall have in place, at all times during the term of this Agreement, a system for remotely monitoring pressures and flows across the Right-of-Way.

C. During the term of this Agreement, Grantee shall have a written emergency response plan and procedure for locating leaks and ruptures and for shutting down valves as rapidly as possible.

D. Upon acceptance of this Agreement, Grantee shall provide the City with a copy of its emergency response plans and procedures, including, but not limited to, emergency rupture response.

E. Grantee's emergency plans and procedures shall designate Grantee's responsible local emergency response officials and a direct twenty four (24) hour emergency contact number for the control center operator. grantee shall, after being notified of an emergency, cooperate with the City and make every effort to respond as soon as possible to protect the public's health, safety and welfare.

F. Grantee shall be solely responsible for all its necessary costs incurred in responding to any leak, rupture or other release of petroleum products from Grantee's Facilities, including, but not limited to, detection and removal of any contaminants from air, earth or water, and all remediation costs.

G. If requested by the City in writing, Grantee shall provide a written summary concerning any leak or rupture within thirty (30) days of the event, including, but not limited to, the leak or rupture's date, time, amount, location, response, remediation and other agencies Grantee has notified.

Section 15. Maintenance, Inspection, and Testing.

Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and/or repair of the Facilities or other activities permitted under this Agreement. Grantee shall operate, maintain, inspect, and test the Facilities in full compliance with all applicable federal, state, and local laws, rules, regulations, and industry standards, as now enacted or hereinafter amended, and any other future laws or regulations that are applicable to Grantee, the Facilities, and business operations.

Section 16. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence of the City.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by

maintenance and/or construction work performed by, or on behalf of, the City within any other City road, Right-of-Way, or other property, except to the extent any such damage or loss is directly caused by the sole negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance or inspection by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee'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.

E. Grantee shall indemnify, defend and hold the City, its appointed and elective officials, agents, officers, employees, and volunteers harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorney's fees, made against the City on account of violation of any environmental laws applicable to the Grantee Facilities, or from any release of or hazardous substances on or from the Grantee Facilities. This indemnity includes, but is not limited to: (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; and (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

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Section 17. Insurance

A. The Grantee shall procure and maintain, or cause its contractors to maintain (in the case of Professional Liability), for the duration of this Franchise, 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 Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$2,000,000.00 (two million dollars) per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$100,000,000.00 (one hundred million dollars) each occurrence, \$100,000,000.00 (one hundred million dollars) general aggregate and a \$100,000,000.00 (one hundred million dollars) products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. To the extent of the liabilities assumed by Grantee, the City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits no less than \$1,000,000.00 per claim for all professional engineers or surveyors contracted by Grantee to perform services under this Franchise.

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

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability (if applicable), and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. To the extent of the liabilities assumed by Grantee, the Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

D. Verification of Coverage. Grantee shall furnish the City with documentation of insurer's A.M. Best rating and with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements specified herein before commencement of the work.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. Furthermore, Grantee may utilize a combination of primary and excess insurance policies to satisfy the requirements specified herein.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

G. Pollution Legal Liability, to be in effect throughout the term of this Franchise, with a limit not less than \$50,000,000 per occurrence and in the aggregate to the extent such coverage is reasonably available in the marketplace. If the Pollution Legal Liability coverage is purchased on a "claims made" basis, then the Grantee warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is

available, for not less than three (3) years from the date of termination of this Franchise and/or conversion from a "claims made" form to an "occurrence" coverage form.

H. Any deductibles shall be the sole responsibility of the Grantee. The insurance certificate required by this section shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability.

I. The indemnity and insurance provisions herein under Sections 16 and 17 shall survive the termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in or on the Franchise Area or until the parties execute a new Franchise agreement that modifies or terminates these indemnity or insurance provisions.

Section 18. Performance Security

The Grantee shall provide the City with a financial guarantee in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or which shall annually automatically renew over, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 22 (Enforcement & Remedies) shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 19. Relationship of the Parties

A. Nothing in this Agreement shall be construed to create or confer any right or remedy upon any person(s) other than the City and Grantee. No action may be commenced or prosecuted against any Party by any Third Party claiming as a Third Party beneficiary of this Agreement. This Agreement shall not release or discharge any obligation or liability of any Third Party to either Party.

B. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Agreement.

C. Grantee accepts any privileges granted by the City in an "as is" condition. Grantee agrees that the City has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of facilities or the facilities themselves in public property or rights of way or possible hazards or dangers arising from other uses of the public rights of way or other public property by the City or the general public. Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and repair of the pipeline or other activities permitted under this Agreement.

D. Except as specifically provided herein, this Agreement shall not create any duty of the City or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, employees or agents in the exercise of powers reserved to the City. Further, this Agreement is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

Section 20. Successors and Assignees

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

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

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and

conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

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

Section 21. Dispute Resolution

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

B. If the parties fail to achieve a resolution of the dispute in this manner, then the City and the Grantee hereby agree that the matter shall be referred to mediation. The City and the Grantee shall mutually agree upon a mediator to assist them in resolving their differences, and any expense incidental to mediation shall be borne equally by the parties.

C. If either the City or the Grantee are dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

D. Subject to state and federal regulation, the Grantee shall be permitted to continuously operate its Facilities during dispute resolution.

Section 22. Enforcement and Remedies

A. If the Grantee shall willfully violate, or materially breaches any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot be cured within thirty days, the Parties shall agree upon a reasonable period of time for cure, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages as provided in ACC 20.10.340 per day against the financial guarantee set forth in Section 18 for every day after the expiration of the cure period that the breach is not cured.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City shall initiate dispute resolution as set forth in Section 21, above. Should Grantee fail to participate in dispute resolution in accordance with Section 21, above, or should Grantee fail to comply with any order by a court addressing the dispute, the City reserves the right to cancel this Franchise upon thirty days (30) written notice to Grantee and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 23. Compliance with Laws and Regulations

A. In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws, rules, and regulations, of any governmental entity with jurisdiction over the pipeline and its operation (specifically including, but not limited to, all applicable requirements, rules, regulations, and orders of FERC). This shall include all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity

with jurisdiction over Grantee or the pipeline(s) and the Facilities. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. Unless pre-empted by or in conflict with the provisions of any Federal or State statute or regulation, the City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

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

Section 24. License, Tax and Other Charges

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

Section 25. Consequential Damages Limitation

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

Section 26. Force Majeure

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a Third party; or any failure or delay in the performance by the other party, or a Third Party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. The occurrence of a Force Majeure Event shall not alter or impair any of the provisions concerning liability and/or insurance as provided in this Agreement.

Section 27. Severability & Survival

In the event that a court or agency of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate actions so as to give effect to the intentions of the parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

All provisions, conditions and requirements of this Franchise that may be reasonably construed to survive the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement. The Parties' respective rights and interests under this Agreement shall inure to the benefit of their respective successors and assigns.

Section 28. Titles

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

Section 29. Implementation.

The parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Franchise.

Section 30. Entire Agreement

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

Section 31. Effective date.

This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

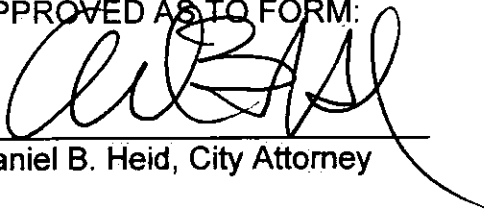
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____

Ordinance No. 6674
Franchise No. 17-22
February 20, 2018
Page 24 of 27

Exhibit "B"

Grantee Facilities and Grantee Services

A 14 inch diameter pipeline for the interstate transportation of petroleum products.

No local service is provided.

EXHIBIT "C"

STATEMENT OF ACCEPTANCE

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

[Grantee]

By: _____

Date: _____

Name:

Title:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

Signature

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

MY COMMISSION EXPIRES: _____

Ordinance No. 6674
Franchise No. 17-22
February 20, 2018
Page 27 of 27



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6680 (Coleman)

Date:

March 28, 2018

Department:

Finance

Attachments:

[Memo](#)

[Ordinance No. 6680](#)

[Schedule A](#)

[Schedule B](#)

Budget Impact:**Administrative Recommendation:**

City Council adopt Ordinance No. 6680.

Background Summary:

Ordinance No. 6680 (Budget Amendment #5) represents the fifth budget amendment for the 2017-2018 biennium and the second budget amendment for 2018. For details, see the attached transmittal memorandum and supporting materials.

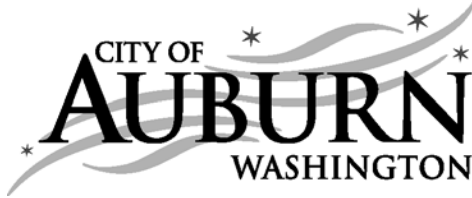
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: April 2, 2018

Item Number:

ORD.B



Interoffice Memorandum

To: City Council
From: Shelley Coleman, Finance Director
CC: Nancy Backus, Mayor
Date: March 21, 2018
Re: Ordinance #6680 – 2017-2018 Budget Amendment #5

The City's biennial 2017-2018 budget was approved by Council as two one-year appropriations. Budget Amendments #1 through #3 amended the budget for calendar year 2017. Budget Amendment #4 was the first budget amendment for calendar year 2018. This amendment is the fifth budget amendment for the biennium and the second budget amendment for calendar year 2018.

The purpose of this amendment is (1) to carry forward capital project and other contract budgets that were not completed in 2017 and (2) to establish budget spending authority for new programs and other expected changes in 2018. No new positions are being requested in this amendment.

Proposed amendments to the 2018 budget are as follows:

Carry forward requests. These represent project expenses that were previously approved in 2017 and that are under contract but require being carried forward to 2018. Total carry forward requests in this budget amendment total \$16.6 million. Major carry forward requests include:

• cp1513 22 nd & I Street NE Intersection Improvements	\$1,120,100
• cp1218 AWS Corridor Safety Improvements	\$844,000
• cp1614 Local Street Reconstruction & Preservation	\$783,300
• cp1617 Lea Hill PRV Station Improvements	\$623,900
• cp1707 A Street SE Corridor Safety Improvements	\$480,900
• cp1406 Main Street Signal Upgrades	\$457,700
• cp1817 Brannan Park Synthetic Infield Project	\$436,200
• cp1605 Les Gove Crescent Project	\$428,900

Other funding requests. This category includes:

1. Project adjustments (\$1.4 million). These are changes to project budgets from the 2018-2023 Capital Facilities Plan (CFP) that was adopted last December. Significant project adjustments include:

• cp1521 15 th Street NW Preservation Project	\$300,000
• cp1312 Storm Repair and Replacement	\$295,600
• cp1717 Local Street Reconstruction (Storm Fund)	\$176,300
• cp1803 SR18/West Valley Hwy Pavement Preservation	\$125,000
• cp1406 Main Street Signal Upgrade	\$100,000

2. New funding requests (\$0.4 million). These include funding requests for new projects or programs. Significant new funding requests include:

- Early replacement of Sewer TV truck \$249,300
- Increase Tourism marketing budget (Fund 104) \$ 61,000

3. Other adjustments (\$0.6 million). These reflect new revenue sources and increases in existing revenue streams and requests for increased funding for existing programs. Significant other adjustments include:

- Grant funding for Auburn Way North Sidewalk Improvements \$263,300
- Increase budget for Central Parking Garage (one-time capital project) \$ 70,500
- Increase revenues and expenditures associated with Parks facility rentals \$ 70,000

In aggregate, Other Funding Requests increase budgeted 2018 expenditures by \$2.4 million, of which \$0.3 million is covered by grant funds.

The following table summarizes the current and revised budget as a result of this amendment.

Table 1: 2018 Budget as Amended

2018 Amended Budget	\$ 292,603,028
Budget Amendment #5 (Ord #6680)	<u>19,763,500</u>
2018 Budget as Amended	\$ 312,366,528

Attachments:

- ❖ 1. Schedules "A" and "B"
- ❖ 2. Ordinance #6680

ORDINANCE NO. 6 6 8 0

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6621, THE 2017-2018 BIENNIAL BUDGET ORDINANCE, AS AMENDED BY ORDINANCE NO. 6646, ORDINANCE NO. 6656, ORDINANCE NO. 6665, AND ORDINANCE NO. 6666, AUTHORIZING AMENDMENT TO THE CITY OF AUBURN 2017-2018 BUDGET AS SET FORTH IN SCHEDULE "A" AND SCHEDULE "B"

WHEREAS, the Auburn City Council at its regular meeting of November 21, 2016, adopted Ordinance No. 6621 which adopted the City of Auburn 2017-2018 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of April 3, 2017, adopted Ordinance No. 6646 (BA#1) which amended Ordinance No. 6621 which adopted the City of Auburn 2017-2018 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of July 3, 2017, adopted Ordinance No. 6656 (BA#2) which amended Ordinance No. 6646 which amended the City of Auburn 2017-2018 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of December 4, 2017, adopted Ordinances No. 6665 (BA#3) and No. 6666 (BA#4), both of which amended Ordinance No. 6656 which amended the City of Auburn 2017-2018 Biennial budget; and

WHEREAS, the City of Auburn deems it necessary to appropriate additional funds to the various funds of the 2018 budget as outlined in this Ordinance (BA#5); and

WHEREAS, this Ordinance has been approved by one more than the majority of all councilpersons in accordance with RCW 35A.34.200.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. **Amendment of the 2017-2018 Biennial Budget.** The 2017-2018 Biennial Budget of the City of Auburn is amended pursuant to Chapter 35A.34 RCW, to reflect the revenues and expenditures as shown on Schedule "A" attached hereto and incorporated herein by reference. The Mayor of the City of Auburn, Washington is hereby authorized to utilize revenue and expenditure amounts shown on said Schedule "A" and Schedule "B". A copy of said Schedule "A" and Schedule "B" is on file with the City Clerk and available for public inspection.

Section 2. **Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, the remainder of such code, ordinance or regulation or the application thereof to other person or circumstance shall not be affected.

Section 3. **Implementation.** The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 4. **Effective Date.** This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid
City Attorney

PUBLISHED: _____

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
General Fund (#001)				
2018 Adopted Budget	12,623,309	66,091,810	72,860,044	5,855,075
Previous Budget Amendments	2,497,021	897,200	1,938,200	1,456,021
2018 Amended Budget	15,120,330	66,989,010	74,798,244	7,311,096
BA#5 (Ordinance #6680, Proposed):				
	496,300	197,000	724,900	(31,600)
Parks Department:				
Mktg and advrtsg for Petpalooza and Veterans Parade (funded by tourism grants)	-	-	7,000	(7,000)
4Culture grant for arts re-grant and arts programming	-	12,000	12,000	-
King County Conservation District grant for Auburn International Farmers Market	-	5,000	20,000	(15,000)
Increased revenues and expenditures for facility rentals	-	80,000	70,000	10,000
King County Youth & Amateur Sports grant for family/youth biking program	-	40,000	40,000	-
Finance Department:				
Carry forward remaining budget for developer fee cost of service study	20,800	-	20,800	-
Police Department:				
Vehicle for New Animal Control Officer	-	-	(17,900)	17,900
C/F funds for law enforcement academy fees, vests, and eqpmnt for new officers	26,000	-	26,000	-
Public Works Department:				
Carry forward funds for Airport Market Assessment and Long-Term Rate Study	25,000	-	25,000	-
Carry forward funds for the Façade Improvement Program	111,600	-	111,600	-
Administration Department:				
C/F funds for consultant services related to the Economic Development Plan	37,500	-	37,500	-
Carry forward funds for branding/mktg campaign (T/F from F518)	90,000	60,000	150,000	-
C/F funds for homeless resources to be provided by the Auburn Food Bank	29,300	-	29,300	-
Non-Departmental:				
Carry forward funds for drone program administration program (IS.0041)	28,300	-	28,300	-
Carry forward funds for centralized receipting system (IS.0066)	31,900	-	31,900	-
Carry forward funds for CRM system replacement (IS.0049)	32,000	-	32,000	-
Carry forward funds for cyber security management initiative (IS.0061)	38,300	-	38,300	-
Carry forward funds for eDocument scanning and workflow project (IS.0050)	25,600	-	25,600	-
Increase budget for Central Parking Garage capital expenses (T/F to F505)	-	-	37,500	(37,500)
Revised 2018 Budget - Fund 001	15,616,630	67,186,010	75,523,144	7,279,496

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
Arterial Street Fund (#102)				
2018 Adopted Budget	1,376,814	6,215,417	6,643,292	948,939
Previous Budget Amendments	425,575	(4,353,700)	(4,089,800)	161,675
2018 Amended Budget	1,802,389	1,861,717	2,553,492	1,110,614
BA#5 (Ordinance #6680, Proposed):				
	656,700	3,784,200	4,498,900	(58,000)
C/F funds for AWS Corridor Safety Improvements (cp1218) (T/F from F124)	-	844,000	844,000	-
C/F and add'l funds for Main Street Signal Upgrades (cp1406) (T/F from F124)	340,000	117,700	495,700	(38,000)
C/F funding for A Street NW Wetland Monitoring (c207a0) (T/F from F124)	-	47,500	47,500	-
C/F funds for S 277th St. Corridor Cpcty/Trail Imprvmnts (c222a0) (T/F from F124)	90,300	309,700	400,000	-
C/F funds for F Street Non-Motorized Improvements (cp1416) (T/F from F124)	40,000	262,200	302,200	-
C/F funds for 22nd and I Street NE Intersection Imprvmnts (cp1513) (T/F from F124)	-	1,120,100	1,120,100	-
Carry forward funds for A St. SE Corridor Safety Improvements (cp1707)	39,400	441,500	480,900	-
C/F funds for Evergreen Heights Safe Routes to School (cp1810) (T/F from F124)	-	100,000	100,000	-
Carry forward funds for ITS Dynamic Message Sign Project (cp1701)	22,000	-	22,000	-
Carry forward funds for 37th St SE and A St SE Traffic Signal (cp1502)	-	390,000	390,000	-
C/F and add'l funds for AWS and 12th St SE Signal Improvements (cp1114)	50,000	-	70,000	(20,000)
C/F funds for R St. SE and 21st St. SE Intersection Saety Improvements (asbd22)	75,000	-	75,000	-
C/F funds for Lake Tapps Pkwy ITS Expansion (cp1618) (T/F from F124)	-	101,500	101,500	-
Carry forward funds for AWS Widening (cp1622) (T/F from F124)	-	50,000	50,000	-
Revised 2018 Budget - Fund 102	2,459,089	5,645,917	7,052,392	1,052,614
Local Street Fund (#103)				
2018 Adopted Budget	893,143	1,909,100	2,418,270	383,973
Previous Budget Amendments	459,491	-	150,000	309,491
2018 Amended Budget	1,352,634	1,909,100	2,568,270	693,464
BA#5 (Ordinance #6680, Proposed):				
	803,300	-	803,300	-
Carry forward funds for Local Street Reconstruction and Preservation (cp1614)	783,300	-	783,300	-
Carry forward funds for 2017 Local Street Reconstruction Project (cp1717)	20,000	-	20,000	-
Revised 2018 Budget - Fund 103	2,155,934	1,909,100	3,371,570	693,464

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
Hotel/Motel Tax Fund (#104)				
2018 Adopted Budget	84,044	113,700	113,700	84,044
Previous Budget Amendments	60,502	-	-	60,502
2018 Amended Budget	144,546	113,700	113,700	144,546
BA#5 (Ordinance #6680, Proposed):				
	35,600	-	106,100	(70,500)
Carry forward tourism marketing funds	35,600	-	35,600	-
Increase tourism marketing budget	-	-	61,000	(61,000)
New external community grants for special events and festivals	-	-	9,500	(9,500)
Revised 2018 Budget - Fund 104	180,146	113,700	219,800	74,046
Arterial Street Preservation Fund (#105)				
2018 Adopted Budget	366,008	3,067,340	2,880,440	552,908
Previous Budget Amendments	1,043,817	2,658,000	2,290,500	1,411,317
2018 Amended Budget	1,409,825	5,725,340	5,170,940	1,964,225
BA#5 (Ordinance #6680, Proposed):				
	522,200	-	947,200	(425,000)
Carry forward funds for Arterial Crack Seal Project (cp1811)	100,000	-	100,000	-
Additional funding for 15th St. NW Preservation Project (cp1521)	-	-	300,000	(300,000)
Carry forward funds for B St. NW Reconstruction (cp1520)	300,000	-	300,000	-
Carry forward funds for Auburn Way North Preservation Project (cp1507)	122,200	-	122,200	-
Add'l funds for WSDOT SR18/W Valley Hwy Pavement Preservation (cp1803)	-	-	125,000	(125,000)
Revised 2018 Budget - Fund 105	1,932,025	5,725,340	6,118,140	1,539,225
Housing & Comm Develop Fund (#119)				
2018 Adopted Budget	52,455	460,000	468,446	44,009
Previous Budget Amendments	(10,001)	-	-	(10,001)
2018 Amended Budget	42,454	460,000	468,446	34,008
BA#5 (Ordinance #6680, Proposed):				
	-	596,200	596,200	-
C/F unspent CBDG funds for housing repair, sidewalks, and other projects	-	596,200	596,200	-
Revised 2018 Budget - Fund 119	42,454	1,056,200	1,064,646	34,008

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
Cumulative Reserve Fund (#122)				
2018 Adopted Budget	7,366,699	20,500	250,000	7,137,199
Previous Budget Amendments	2,121,600	-	1,300,000	821,600
2018 Amended Budget	9,488,299	20,500	1,550,000	7,958,799
BA#5 (Ordinance #6680, Proposed):				
Carry forward funding for renovation of Arts & Culture Center (T/F to F328)	-	-	42,200	(42,200)
Revised 2018 Budget - Fund 122	9,488,299	20,500	1,592,200	7,916,599
Mitigation Fees Fund (#124)				
2018 Adopted Budget	4,429,481	1,520,200	1,219,817	4,729,864
Previous Budget Amendments	4,593,782	-	160,600	4,433,182
2018 Amended Budget	9,023,263	1,520,200	1,380,417	9,163,046
BA#5 (Ordinance #6680, Proposed):				
C/F funds for 37th St. SE and A St. SE Traffic Signal (cp1502) (T/F to F102)	51,100	-	51,100	-
C/F funds for F Street Non-Motorized Improvements (cp1416) (T/F to F102)	74,200	-	74,200	-
C/F funds for Brannan Park Synthetic Infield Project (cp1817) (T/F to F321)	75,000	-	75,000	-
C/F funding for A Street NW Extension - Wetland Monitoring (c207a0) (T/F to F102)	47,500	-	47,500	-
C/F funds for 22nd and I Street NE Intersection Imprvmnts (cp1513) (T/F to F102)	105,100	-	105,100	-
C/F funds for S 277th St. Corridor Capacity/Trail Imprvmnts (c222a0) (T/F to F102)	163,600	-	163,600	-
C/F funds for Evergreen Heights Safe Routes to School (cp1810) (T/F to F102)	-	-	100,000	(100,000)
C/F funds for AWS Corridor Safety Improvements (cp1218) (T/F to F102)	365,400	-	377,800	(12,400)
C/F and add'l funds for Main Street Signal Upgrades (cp1406) (T/F from F124)	17,700	-	117,700	(100,000)
C/F funds to pay future transp impact fees in catalyst block area (T/F from F328)	-	400,000	-	400,000
C/F funds for Lake Tapps Pkwy ITS Expansion (cp1618) (T/F to F102)	101,500	-	101,500	-
Carry forward funds for AWS Widening (cp1622) (T/F to F102)	-	-	50,000	(50,000)
C/F funds for the Game Park Pickleball Project (cp1720) (T/F to F321)	20,000	-	20,000	-
C/F funds for the 104th Ave. Master Plan Project (cp 1619) (T/F to F328)	22,000	-	22,000	-
C/F funds for the Les Gove Restroom Project (cp 1721) (T/F to F328)	150,000	-	150,000	-
124.291.720 DESIGNATED FUND BALANCE	150,000			
Revised 2018 Budget - Fund 124	10,216,363	1,920,200	2,835,917	9,300,646

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
City Hall Annex 2010 A&B Bond Fund (#230)				
2018 Adopted Budget	-	1,675,120	1,675,120	-
Previous Budget Amendments	-	-	-	-
2018 Amended Budget	-	1,675,120	1,675,120	-
BA#5 (Ordinance #6680, Proposed):				
Adj budget to reflect reduced Build America Bond subsidy (T/F from other funds)	-	-	-	-
230.397.100 OPERATING TRANSFERS IN		28,800		
230.332.212 FEDERAL ENTITLEMENTS BAB SUBSIDY		(28,800)		
Revised 2018 Budget - Fund 230	-	1,675,120	1,675,120	-
Parks Construction Fund (#321)				
2018 Adopted Budget	282,116	664,590	872,000	74,706
Previous Budget Amendments	550,460	750,000	816,400	484,060
2018 Amended Budget	832,576	1,414,590	1,688,400	558,766
BA#5 (Ordinance #6680, Proposed):				
C/F REET funding for Golf Course sand storage facility (ms1718) (T/F from F328)	-	43,200	43,200	-
C/F funds for the Game Park Pickleball Project (cp1720) (T/F from F124 and F328)	-	40,000	40,000	-
C/F funds for the Les Gove Restroom Project (cp 1721) (T/F from F124 and F328)	-	199,200	199,200	-
C/F funds for the Les Gove Crescent Project (cp1605)	428,900	-	428,900	-
C/F funds for Brannan Park Synthetic Infield Project (cp1817) (T/F from F124)	48,100	388,100	436,200	-
Repair picnic shelter using funds from insurance claim recovery	150,000	-	150,000	-
Revised 2018 Budget - Fund 321	1,459,576	2,085,090	2,985,900	558,766

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
Capital Improvements Fund (#328)				
2018 Adopted Budget	7,797,299	3,869,857	4,015,148	7,652,008
Previous Budget Amendments	967,886	1,101,600	1,584,000	485,486
2018 Amended Budget	8,765,185	4,971,457	5,599,148	8,137,494
BA#5 (Ordinance #6680, Proposed):				
	711,000	613,700	1,339,100	(14,400)
Carry forward funding for public art at Les Gove Park (cp1818)	48,000	-	48,000	-
C/F REET funding for Golf Course sand storage facility (ms1718) (T/F to F321)	43,200	-	43,200	-
Carry forward funding for renovation of Arts & Culture Center (T/F from F122)	-	232,200	232,200	-
Carry forward funds for Marchini Meadows Project (cp1407)	14,800	30,000	44,800	-
Carry forward funds for AWS Sidewalk Improvement Project (cp1705)	70,800	66,200	137,000	-
C/F funds to pay future transp impact fees in catalyst block area (T/F to F124)	400,000	-	400,000	-
Adjust budget to reflect reduced Build America Bond subsidy (T/F to F230)	-	-	14,400	(14,400)
Carry forward funds for Sidewalk Repair & Replacement Program (cp1710)	65,000	-	65,000	-
C/F funds for the 104th Ave. Master Plan Project (cp 1619) (T/F from F124)	-	22,000	22,000	-
C/F funds for the Game Park Pickleball Project (cp1720) (T/F to F321)	20,000	-	20,000	-
C/F funds for the Les Gove Restroom Project (cp 1721) (T/F to F328)	49,200	-	49,200	-
Adj budget to reflect grant for AWN Sidewalk Improvement Project (cp1804)	-	263,300	263,300	-
Revised 2018 Budget - Fund 328	9,476,185	5,585,157	6,938,248	8,123,094
Local Revitalization Fund (#330)				
2018 Adopted Budget	-	-	-	-
Previous Budget Amendments	41,100	-	40,500	600
2018 Amended Budget	41,100	-	40,500	600
BA#5 (Ordinance #6680, Proposed):				
	300,000	-	300,000	-
Carry forward funds for downtown public parking lot reconfiguration (cp1616)	300,000	-	300,000	-
Revised 2018 Budget - Fund 330	341,100	-	340,500	600

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
Water Fund (#430)				
2018 Adopted Budget	4,675,993	15,432,455	15,464,336	4,644,112
Previous Budget Amendments	1,454,006	-	135,800	1,318,206
2018 Amended Budget	6,129,999	15,432,455	15,600,136	5,962,318
BA#5 (Ordinance #6680, Proposed):				
	190,700	1,215,900	1,416,400	(9,800)
Increase budget for Central Parking Garage capital expenses (T/F to F505)	-	-	5,000	(5,000)
Carry forward remaining budget for utility rate studies	-	19,300	19,300	-
Carry forward funds for centralized receipting system (IS.0066) (T/F to F518)	6,400	-	6,400	-
Record DWSRF fund loan as receipted in F430 with proceeds T/F to F460	-	1,196,600	1,196,600	-
Carry forward funds for CRM system replacement (IS.0049) (T/F to F518)	6,300	-	6,300	-
Carry forward funds for on-call hydraulic monitoring	131,100	-	131,100	-
Carry forward funds for on-call SCADA support	34,200	-	34,200	-
C/F funds for cyber security management initiative (IS.0061) (T/F to F518)	7,600	-	7,600	-
C/F funds for eDocument scanning and workflow project (IS.0050) (T/F to F518)	5,100	-	5,100	-
Adjust budget to reflect reduced Build America Bond subsidy (T/F to F230)	-	-	4,800	(4,800)
Revised 2018 Budget - Fund 430	6,320,699	16,648,355	17,016,536	5,952,518
Sewer Fund (#431)				
2018 Adopted Budget	1,234,710	8,237,670	7,793,219	1,679,161
Previous Budget Amendments	887,957	-	101,300	786,657
2018 Amended Budget	2,122,667	8,237,670	7,894,519	2,465,818
BA#5 (Ordinance #6680, Proposed):				
	40,000	12,000	60,300	(8,300)
Increase budget for Central Parking Garage capital expenses (T/F to F505)	-	-	3,500	(3,500)
Carry forward remaining budget for utility rate studies	-	12,000	12,000	-
Carry forward funds for temporary flow monitoring	20,000	-	20,000	-
Carry forward funds for centralized receipting system (IS.0066) (T/F to F518)	5,000	-	5,000	-
Carry forward funds for CRM system replacement (IS.0049) (T/F to F518)	5,000	-	5,000	-
C/F funds for cyber security management initiative (IS.0061) (T/F to F518)	6,000	-	6,000	-
C/F funds for eDocument scanning and workflow project (IS.0050) (T/F to F518)	4,000	-	4,000	-
Adjust budget to reflect reduced Build America Bond subsidy (T/F to F230)	-	-	4,800	(4,800)
Revised 2018 Budget - Fund 431	2,162,667	8,249,670	7,954,819	2,457,518

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
Storm Drainage Fund (#432)				
2018 Adopted Budget	1,776,980	9,320,902	9,561,770	1,536,112
Previous Budget Amendments	(227,307)	-	257,200	(484,507)
2018 Amended Budget	1,549,673	9,320,902	9,818,970	1,051,605
BA#5 (Ordinance #6680, Proposed):	87,800	12,000	109,200	(9,400)
Carry forward remaining budget for utility rate studies	-	12,000	12,000	-
Carry forward funds for temporary flow monitoring	65,000	-	65,000	-
Carry forward funds for centralized receipting system (IS.0066) (T/F to F518)	5,700	-	5,700	-
Carry forward funds for CRM system replacement (IS.0049) (T/F to F518)	5,700	-	5,700	-
C/F funds for cyber security management initiative (IS.0061) (T/F to F518)	6,900	-	6,900	-
C/F funds for eDocument scanning and workflow project (IS.0050) (T/F to F518)	4,500	-	4,500	-
Adjust budget to reflect reduced Build America Bond subsidy (T/F to F230)	-	-	4,800	(4,800)
Increase budget for Central Parking Garage capital expenses (T/F to F505)	-	-	4,600	(4,600)
Revised 2018 Budget - Fund 432	1,637,473	9,332,902	9,928,170	1,042,205
Solid Waste Fund (#434)				
2018 Adopted Budget	4,233,901	16,065,850	15,691,927	4,607,824
BA#5 (Ordinance #6680, Proposed):	-	-	30,000	(30,000)
Funding for solid waste rate analysis and contract procurement assistance	-	-	30,000	(30,000)
Revised 2018 Budget - Fund 434	4,227,235	15,052,950	14,970,227	4,809,958

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
Water Capital Fund (#460)				
2018 Adopted Budget	946,053	5,000,000	5,086,586	859,467
Previous Budget Amendments	(309,998)	287,500	(777,400)	754,902
2018 Amended Budget	636,055	5,287,500	4,309,186	1,614,369
BA#5 (Ordinance #6680, Proposed):				
	2,158,600	1,261,700	2,553,600	866,700
C/F funds for Citywide Storm Repair & Replacement - water portion (cp1312)	158,000	-	158,000	-
C/F funds for 2017 Local Street Pavement Reconstruction - water portion (cp1614)	114,000	-	114,000	-
C/F funds for 2018 Local Street Pavement Reconstruction - water portion (cp1717)	69,800	-	69,800	-
Carry forward funds for 22nd St. NE & I St. NE Intersection - water portion (cp1513)	366,900	-	366,900	-
Carry forward funds for AWS Corridor Safety Improvements (cp1218)	203,400	-	203,400	-
C/F DWSRF funds for Coal Creek Springs Transmission Main Repl (cp1603)	-	329,900	329,900	-
Carry forward funds for F St. SE Non-Motorized Improvements (cp1416)	20,000	-	20,000	-
Carry forward funds for Fulmer Well Field Improvements (cp1107)	277,200	-	277,200	-
Carry forward funds for Lakeland Hills Reservoir 5 Improvements (cp0765)	59,400	-	59,400	-
Carry forward funds for Lea Hill PRV Station Improvements (cp1617)	623,900	-	623,900	-
Carry forward funds for Reservoir Repair & Replacement (wabd12)	50,000	-	50,000	-
Carry forward funds for Well 1 Improvements (cp0915)	61,500	-	61,500	-
Carry forward funds for Well 4 Power & Chlorination (c512a0)	45,300	-	45,300	-
Carry forward funds for West Hill Springs Improvements (cp1417)	99,900	-	99,900	-
Record DWSRF fund loan as receipted in F430 with proceeds T/F to F460	-	866,700	-	866,700
Carry forward funds for Reservoir 1 Seismic Control Valve (cp1709)	9,300	65,100	74,400	-
Revised 2018 Budget - Fund 460	2,794,655	6,549,200	6,862,786	2,481,069
Sewer Capital Fund (#461)				
2018 Adopted Budget	7,821,219	600,000	1,414,000	7,007,219
Previous Budget Amendments	3,881,858	-	257,000	3,624,858
2018 Amended Budget	11,703,077	600,000	1,671,000	10,632,077
BA#5 (Ordinance #6680, Proposed):				
	774,300	-	814,300	(40,000)
C/F and provide add'l funds for Pump Station Telemetry Improvements (cp1719)	146,800	-	181,800	(35,000)
Carry forward funds for F Street SE Non-Motorized Improvements (cp1416)	19,900	-	19,900	-
Carry forward funds for 15th Street NE/NW Preservation (cp1521)	50,000	-	50,000	-
Carry forward funds for Auburn Way North Preservation Project (cp1507)	20,000	-	20,000	-
Carry forward funds for B Street NE Reconstruction (cp1520)	111,700	-	111,700	-
Carry forward funds for Siphon Assessment (sebd06)	405,000	-	405,000	-
C/F and provide add'l funds for 22nd St. & I St. NE Intersection Imprvmnts (cp1513)	20,900	-	25,900	(5,000)
Revised 2018 Budget - Fund 461	12,477,377	600,000	2,485,300	10,592,077

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
Storm Drainage Capital Fund (#462)				
2018 Adopted Budget	10,347,143	1,800,000	1,536,000	10,611,143
Previous Budget Amendments	1,097,153	-	638,100	459,053
2018 Amended Budget	11,444,296	1,800,000	2,174,100	11,070,196
BA#5 (Ordinance #6680, Proposed):				
	722,600	210,000	1,302,200	(369,600)
Carry forward funds for Eastridge Manor Drainage Improvements (cp1316)	320,500	-	320,500	-
Provide add'l funds for 15th St. NE/NW Pavement Restoration Project (cp1521)	-	-	50,000	(50,000)
C/F and provide add'l funds for Auburn Way North Preservation Project (cp1507)	19,700	-	27,400	(7,700)
Provide add'l funds for 2018 Local Street Reconstruction Project (cp1717)	-	-	176,300	(176,300)
Carry forward funds for 37th Street NW Flood Control Project (cp1724)	39,100	210,000	39,100	210,000
Provide add'l funds for 2019 Local Street Reconstruction Project (cp1726)	-	-	50,000	(50,000)
Carry forward funds for Pipeline Repair & Replacement Project (sdbd03)	126,000	-	126,000	-
Carry forward funds for Hillside Drainage Assessment (sdbd07)	139,000	-	139,000	-
C/F and provide add'l funds for Storm Repair & Replacement Project (cp1312)	78,300	-	373,900	(295,600)
Revised 2018 Budget - Fund 462	12,166,896	2,010,000	3,476,300	10,700,596
Airport Capital Fund (#465)				
2018 Adopted Budget	111,743	1,741,667	1,853,334	76
Previous Budget Amendments	92,892	527,800	555,600	65,092
2018 Amended Budget	204,635	2,269,467	2,408,934	65,168
BA#5 (Ordinance #6680, Proposed):				
	39,700	302,700	342,400	-
Carry forward funds for Airport Facility Condition Assessment (cp1727)	20,400	-	20,400	-
Carry forward funds for Airport Runway Enhancement Project (cp1516)	19,300	302,700	322,000	-
Revised 2018 Budget - Fund 465	244,335	2,572,167	2,751,334	65,168

Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
Facilities Fund (#505)				
2018 Adopted Budget	1,285,575	3,875,400	3,911,293	1,249,682
Previous Budget Amendments	(53,903)	(285,000)	(85,000)	(253,903)
2018 Amended Budget	1,231,672	3,590,400	3,826,293	995,779
BA#5 (Ordinance #6680, Proposed):				
	256,500	50,600	327,000	(19,900)
Carry forward funds for City Hall exterior cleaning	107,000	-	107,000	-
Carry forward funds for City Hall exterior water repellant/sealant	54,500	-	54,500	-
Carry forward funds for new sewage wet well pump, motors, etc. at City Hall	40,000	-	40,000	-
Carry forward funds for City Hall elevator update	55,000	-	55,000	-
Incr budget for Central Parking Garage capital expenses (T/F from other funds)	-	50,600	70,500	(19,900)
Revised 2018 Budget - Fund 505	1,488,172	3,641,000	4,153,293	975,879
Innovation & Technology Fund (#518)				
2018 Adopted Budget	435,128	6,598,327	6,063,932	969,523
Previous Budget Amendments	1,113,567	362,400	135,000	1,340,967
2018 Amended Budget	1,548,695	6,960,727	6,198,932	2,310,490
BA#5 (Ordinance #6680, Proposed):				
	60,000	224,300	284,300	-
Carry forward funds for drone program administration program (IS.0041)	-	28,300	28,300	-
Carry forward funds for centralized receipting system (IS.0066)	-	49,000	49,000	-
Carry forward funds for CRM system replacement (IS.0049)	-	49,000	49,000	-
Carry forward funds for cyber security management initiative (IS.0061)	-	58,800	58,800	-
Carry forward funds for eDocument scanning and workflow project (IS.0050)	-	39,200	39,200	-
Carry forward funds for branding/mktg campaign (T/F to GF)	60,000	-	60,000	-
Revised 2018 Budget - Fund 518	1,608,695	7,185,027	6,483,232	2,310,490

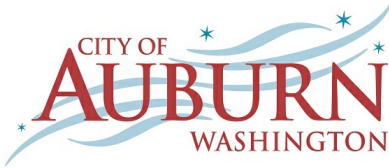
Schedule A
Summary of 2018 Budget Adjustments by Fund
Budget Amendment #5 (Ordinance #6680)

	Beg. Fund Balance	2018 Revenues	2018 Expenditures	Ending Fund Balance
Equipment Rental Capital Fund (#560)				
2018 Adopted Budget	1,376,943	1,703,631	1,506,851	1,573,723
Previous Budget Amendments	1,066,352	869,358	188,800	1,746,910
2018 Amended Budget	2,443,295	2,572,989	1,695,651	3,320,633
BA#5 (Ordinance #6680, Proposed):	372,400	61,500	700,400	(266,500)
Vehicle for New Animal Control Officer	-	51,500	51,500	-
Carry forward funds for M&O front and rear gate replacement (cp1715)	80,100	-	80,100	-
Funding for early replacement of Sewer TV truck (#6301E)	-	-	249,300	(249,300)
Carry forward funds for vehicle replacements (originally scheduled for 2017)	292,300	-	309,500	(17,200)
King County Youth & Amateur Sports grant for family/youth biking program	-	10,000	10,000	-
Revised 2018 Budget - Fund 560	2,815,695	2,634,489	2,396,051	3,054,133
IT Capital Fund (#568)				
2018 Adopted Budget	1,079,683	205,000	1,033,800	250,883
Previous Budget Amendments	337,694	22,500	22,500	337,694
2018 Amended Budget	1,417,377	227,500	1,056,300	588,577
BA#5 (Ordinance #6680, Proposed):	98,600	4,800	103,400	-
Vehicle for New Animal Control Officer	-	4,800	4,800	-
Carry forward funds for Golf Course fiber expansion project	98,600	-	98,600	-
Revised 2018 Budget - Fund 568	1,515,977	232,300	1,159,700	588,577
Grand Total - All Funds				
2018 Adopted Budget	82,595,207	184,276,400	192,349,311	74,522,296
Previous Budget Amendments	24,451,721	1,279,700	5,022,600	20,708,821
2018 Amended Budget	107,046,928	185,556,100	197,371,911	95,231,117
TOTAL BA#5 (Ordinance #6680, Proposed)	10,146,400	9,617,100	20,154,400	(390,900)
Revised 2018 Budget	117,193,328	195,173,200	217,526,311	94,840,217
		312,366,528		312,366,528

Schedule B

2018 Appropriations by Fund

Fund	2018 Adopted Budget	BA#4 (Ord #6666)	BA#5 (Ord #6680)	Total Amendments	Revised Budget
General Fund (#001)	78,715,119	3,394,221	693,300	4,087,521	82,802,640
Arterial Street Fund (#102)	7,592,231	(3,928,125)	4,440,900	512,775	8,105,006
Local Street Fund (#103)	2,802,243	459,491	803,300	1,262,791	4,065,034
Hotel Motel Fund (#104)	197,744	60,502	35,600	96,102	293,846
Arterial Street Preservation Fund (#105)	3,433,348	3,701,817	522,200	4,224,017	7,657,365
Drug Forfeiture Fund (#117)	281,081	95,555	-	95,555	376,636
Housing and Community Development Grant Fund (#119)	512,455	(10,001)	596,200	586,199	1,098,654
Recreation Trails Fund (#120)	64,338	164	-	164	64,502
Business Improvement Area Fund (#121)	103,916	9,956	-	9,956	113,872
Cumulative Reserve Fund (#122)	7,387,199	2,121,600	-	2,121,600	9,508,799
Mitigation Fees Fund (#124)	5,949,681	4,593,782	1,593,100	6,186,882	12,136,563
1998 Library Fund (#229)	282,150	-	-	-	282,150
2010 Annex A&B Bond Debt Fund (#230)	1,675,120	-	-	-	1,675,120
2010 C&D Local Revitalization Debt Fund (#231)	589,595	-	-	-	589,595
SCORE Debt Service Fund (#238)	2,021,294	-	-	-	2,021,294
LID Guarantee Fund (#249)	-	1,588	-	1,588	1,588
LID #350 (#275)	19,771	(1,349)	-	(1,349)	18,422
Golf/Cemetery 2016 Refunding (#276)	554,367	-	-	-	554,367
Municipal Park Construction Fund (#321)	946,706	1,300,460	1,297,500	2,597,960	3,544,666
Capital Improvements Fund (#328)	11,667,156	2,069,486	1,324,700	3,394,186	15,061,342
Local Revitalization Fund (#330)	-	41,100	300,000	341,100	341,100
Water Fund (#430)	20,108,448	1,454,006	1,406,600	2,860,606	22,969,054
Sewer Fund (#431)	9,472,380	887,957	52,000	939,957	10,412,337
Storm Drainage Fund (#432)	11,097,882	(227,307)	99,800	(127,507)	10,970,375
Sewer Metro Fund (#433)	20,509,418	232,317	-	232,317	20,741,735
Solid Waste Fund (#434)	20,299,751	(519,566)	-	(519,566)	19,780,185
Airport Fund (#435)	1,153,965	45,635	-	45,635	1,199,600
Cemetery Fund (#436)	1,427,709	16,243	-	16,243	1,443,952
Water Capital Fund (#460)	5,946,053	(22,498)	3,420,300	3,397,802	9,343,855
Sewer Capital Fund (#461)	8,421,219	3,881,858	774,300	4,656,158	13,077,377
Storm Drainage Capital Fund (#462)	12,147,143	1,097,153	932,600	2,029,753	14,176,896
Airport Capital Fund (#465)	1,853,410	620,692	342,400	963,092	2,816,502
Cemetery Capital Fund (#466)	157,301	174,332	-	174,332	331,633
Insurance Fund (#501)	1,085,709	743,711	-	743,711	1,829,420
Workers Compensation Self Insurance Fund (#503)	2,096,845	227,246	-	227,246	2,324,091
Facilities Fund (#505)	5,160,975	(338,903)	307,100	(31,803)	5,129,172
Innovation and Technology Fund (#518)	7,033,455	1,475,967	284,300	1,760,267	8,793,722
Equipment Rental Fund (#550)	5,532,812	440,448	-	440,448	5,973,260
Equipment Rental Capital Fund (#560)	3,080,574	1,296,652	433,900	1,730,552	4,811,126
IT Capital Fund (#568)	1,284,683	360,194	103,400	463,594	1,748,277
Fire Pension Fund (#611)	2,408,182	(48,293)	-	(48,293)	2,359,889
Cemetery Endowment Fund (#701)	1,798,179	23,330	-	23,330	1,821,509
Total	266,871,607	25,731,421	19,763,500	45,494,921	312,366,528



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5357 (Gaub)

Department:

CD & PW

Attachments:

[Resolution No. 5357](#)

[WARN Mutual Aid Agreement](#)

Date:

March 27, 2018

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5357.

Background Summary:

WAWARN is the Washington Water/Wastewater Agency Response Network that allows water and wastewater systems to receive rapid mutual aid and assistance from other systems in an emergency. Utilities sign the WARN standard agreement which then allows them to share resources with any other system in Washington that has also signed the agreement. Over 120 utilities have joined WAWARN.

The WAWARN program provides its member utilities with:

- A standard omnibus mutual assistance agreement and process for sharing emergency resources among members statewide.
- The resources to respond and recover more quickly from a disaster.
- A mutual assistance program consistent with other statewide mutual aid programs.
- A forum for developing and maintaining emergency contacts and relationships.
- New ideas from lessons learned in disasters.

WAWARN Benefits

- No cost to become a member
- Increased emergency preparedness and coordination
- Enhance access to specialized resources
- A single agreement provides access to all member utilities statewide
- Provides access to resources during an emergency without precontractual limitations or retainer fees
- Signatories have a pre-established relationship under which they are able to share resources during an emergency at the discretion of each participating agency
- Is consistent with the National Incident Management System (NIMS)
- Provides a list of emergency contacts and phone numbers
- Reduces administrative conflicts
- Agreement contains indemnification and workers' compensation provisions to protect participating utilities, and provides for reimbursement of costs, as needed

- Increases hope that recovery will come quickly

Resolution No. 5357 authorizes the Mayor to sign an interlocal agreement for the purpose of receiving and providing water/wastewater mutual aid in the event of an emergency.

Reviewed by Council Committees:

Councilmember:

Staff:

Gaub

Meeting Date: April 2, 2018

Item Number:

RES.A

RESOLUTION NO. 5357

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH OTHER WASHINGTON AGENCIES FOR THE PURPOSE OF RECEIVING AND PROVIDING WATER/WASTEWATER MUTUAL AID IN THE EVENT OF AN EMERGENCY

WHEREAS, pursuant to RCW 35.A.11.040, Auburn has the legal authority to exercise its powers and perform any of its functions as set forth in RCW 39.34; and

WHEREAS, local governments throughout the State of Washington have signed on to an interlocal agreement for the provision of water/wastewater mutual aid in the event of an emergency, identified as the Water/Wastewater Agency Response Network (WARN); and

WHEREAS, mutual aid agreements improve City response to emergencies and disasters; and

WHEREAS, the City Council finds that joining WARN will benefit public health safety and welfare.

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

Section 1. The Mayor is hereby authorized to sign on to the interlocal agreement for the Water/Wastewater Agency Response Network, in substantial conformity with the agreement attached hereto, marked as Exhibit A and incorporated herein by this reference.

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

Section 3. This Resolution shall take effect and be in force upon passage and signatures thereon.

DATED and SIGNED on this ____ day of _____, 2018.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

EXHIBIT A

INTERLOCAL AGREEMENT FOR
WATER/WASTEWATER AGENCY RESPONSE NETWORK

**Mutual Aid and Assistance Agreement for Washington State for Intrastate
Water/Wastewater Agency Response Network (WARN)**

As of: 04/13/09

This Agreement ("Agreement") is made and entered into by public water and wastewater utilities that have executed this Agreement.

**ARTICLE I
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatories hereby establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in this Agreement) may coordinate response activities and share resources during emergencies.

**ARTICLE II
DEFINITIONS**

A. Authorized Official – An employee or officer of a Member agency that is authorized to:

1. Request assistance;
2. Offer assistance;
3. Decline to offer assistance;
4. Decline to accept offers of assistance, and
5. Withdraw assistance under this Agreement.

B. Emergency – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Emergencies may include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that are, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate by itself.

C. Member – Any public agency which provides supply, transmission or distribution of water; or collection, conveyance or treatment services of storm water or waste water that executes this Agreement (individually a "Member" and collectively the "Members"). The Members are further classified as follows:

1. Requesting Member – A Member who requests aid or assistance under the Network.
2. Responding Member – A Member that responds to a request for aid or assistance under the Network.

D. Period of Assistance – The period of time when a Responding Member

assists a Requesting Member in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when all of the resources return to the Responding Member's facility (*i.e.*, portal to portal).

E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

F. Associate – Any non-utility participant approved by the Statewide Committee that provides a support role for the Network (such as the State Department of Health). An Associate does not execute this Agreement.

ARTICLE III **ADMINISTRATION**

The Network is administered through Regional Committees and a Statewide Committee.

A. Regional Committees. The State is divided into regions that are geographically the same as the existing Department of Health Office of Drinking Water regions of the state, with the exception that the eastern region is divided to create a central region. Each region has a Regional Committee. Each Member within a region may appoint one person to be a member of its Regional Committee. Only those Regional Committee members appointed by Members are entitled to vote on matters before the Regional Committee. An Associate may be a non-voting member of a Regional Committee. Each Regional Committee shall elect a Chair by majority vote of the voting members of that Regional Committee and shall meet annually to review the operations and procedures of the Network.

B. Statewide Committee. The Chairs of the Regional Committees are the voting members of the Statewide Committee. An Associate may be a non-voting member of the Statewide Committee. Further, the Statewide Committee also may include as non-voting members representatives from the Washington State Department of Health Office of Drinking Water, Washington State Department of Ecology, Washington State Emergency Management Division, Rural Community Assistance Corporation, Evergreen Rural Water of Washington, Washington State Public Health Laboratory, EPA Region 10, Washington Association of Sewer and Water Districts, and the Washington PUD Association. Under the leadership of a Statewide Committee Chair elected by majority vote of the voting members of the Statewide Committee, the Statewide Committee shall plan and coordinate emergency planning and response activities for the Network.

C. Members' administrative activities shall be voluntary and members shall not be required to finance the administration of the Network, nor shall the Network hold real or personal property.

ARTICLE IV PROCEDURES

In coordination with the Regional Committees, and emergency management and public health systems of the State, the Statewide Committee shall develop and adopt operational and planning procedures for the Network that are consistent with this Agreement. The Statewide Committee shall review these procedures at least annually and shall update them as needed.

ARTICLE V REQUESTS FOR ASSISTANCE

A. Member Information: Promptly after executing this Agreement, the signatory Member shall deliver the following to the Statewide Committee: (1) a certified copy of the action of Member's governing body that authorized the signing of this Agreement and (2) an original signed Agreement. Each Member shall identify an Authorized Official and one alternate Authorized Official. Each Member shall provide current 24-hour contact information for its Authorized Officials to the Statewide Committee, which shall maintain a current list of all Members and the contact information for their Authorized Officials. The Statewide Committee shall provide to all Members an updated version of this list annually and whenever there is an addition or withdrawal of a Member and whenever there is a change of Authorized Officials' contact information.

B. Request for Assistance. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from Members ("Request for Assistance"). Requests for Assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting Member shall, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Members shall direct Requests for Assistance to Authorized Officials. The Statewide Committee shall provide specific protocols for Requests for Assistance as part of the procedures created pursuant to Article IV of this Agreement.

C. Response to a Request for Assistance – Members are not obligated to respond to a Request for Assistance. After a Member receives a Request for Assistance, the receiving Member's Authorized Official shall evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether the Member will respond to the Request for Assistance. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member of the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Member's Authorized Official – No Member has any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion

as to whether or not to respond to the Request for Assistance, and if responding in the affirmative, to determine the availability of resources to be made available to the Requesting Member. The response of a Member's Authorized Official regarding the availability of resources to a Requesting Member shall be final.

E. No Liability for Failure to Respond – No Member will be liable to any other Member for deciding not to respond to a Request for Assistance or otherwise failing to respond to a Request for Assistance. All Members hereby waive all claims against all other Members arising from or relating to any Member's decision to not respond to a Request for Assistance or to any Member's failure to respond to a Request for Assistance.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

A. National Incident Management System-When providing assistance under this Agreement, the Requesting Member and Responding Member are encouraged (but are not obligated) to be organized and function under NIMS.

B. Coordination and Records – Employees of the Responding Member will remain under the direction and control of the Responding Member to the fullest extent possible. The Responding Member is an independent contractor at all times. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Member shall supply adequate food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.

D. Communication – The Requesting Member shall provide Responding Member personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Member shall provide contact information for an individual with whom Responding Member's personnel may coordinate while en-route for access, staging instructions and other logistical requirements.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are

normally employed.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

ARTICLE VII

RIGHT TO WITHDRAW RESOURCES

A. Right to Withdraw - A Responding Member may withdraw some or all of its resources at any time for any reason, as determined in the Responding Member's sole and absolute discretion. The Responding Member shall communicate written or oral notice of intention to withdraw all or some of a Responding Member's resources to the Requesting Member's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Member's sole and absolute discretion, a Responding Member's determination to withdraw some or all of its resources provided to a Requesting Member should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of resources by a Responding Member.

B. No Liability for Withdrawal - No Member will be liable to any other Member for first responding to a Request for Assistance by providing resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those resources. All Members hereby waive all claims against all Members arising from or relating to such a withdrawal or refusal.

ARTICLE VIII

COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for all costs incurred by the Responding Member during a Period of Assistance, unless otherwise agreed in writing by both Members.

A. Personnel – The Requesting Member shall reimburse the Responding Member for personnel costs incurred for work performed during a Period of Assistance. Responding Member personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during a Period of Assistance. The Requesting Member shall include in its reimbursement of the Responding Member all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Member shall reimburse the Responding Member for all reasonable and necessary costs associated with providing food and shelter for the Responding Member's personnel, if the food and shelter are

not provided by the Requesting Member. The Requesting Member is not required to reimburse the Responding Member for food and shelter costs in excess of State per diem rates unless the Responding Member demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Member shall return all equipment to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Member shall either provide in-kind replacement equipment to Responding Member at no cost to Responding Member or pay to Responding Member the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, Responding Member and Requesting Member shall agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Member. Requesting Member shall reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Member is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Member during a Period of Assistance. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage will be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – In order to be reimbursed, the Responding Member shall provide an itemized bill to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Member while providing assistance to a Requesting Member under this Agreement. The Responding Member may request additional time to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such a request. The Requesting Member shall pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional time to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such a request, but in no event will payment in full occur later than one year after the date a final itemized bill is submitted to the

Requesting Member. If a Responding Member disputes a portion of an itemized bill, the Requesting Member shall promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

E. Records - Where a Responding Member provides assistance to a Requesting Member under this Agreement, both Members shall provide the other Member access to the books, documents, notes, reports, papers and other records relevant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Members shall maintain these records for at least three (3) years or longer where required by law.

ARTICLE IX **DISPUTES** **NEGOTIATION**

Members shall first attempt to resolve any controversy, claim or other dispute arising out of or relating to this Agreement by direct negotiation.

MEDIATION

To the extent not resolved by direct negotiation, Members shall mediate any controversy, claim or other dispute arising out of or relating to this Agreement. Mediation is a condition precedent to arbitration. Unless the disputing Members agree otherwise, the mediation will be administered by the American Arbitration Association (AAA) under its Construction Industry Mediation Procedures. The disputing Members shall pay in equal shares the mediator's fee and any filing fees. Unless otherwise agreed by the disputing Members, the disputing Members shall (1) hold the mediation no later than thirty (30) days after a disputing Member delivers a request for mediation to the other disputing Members and (2) hold the mediation at the location of the Requesting Member. Agreements reached in mediation will be enforceable as settlement agreements.

ARBITRATION

To the extent not resolved by mediation, Members shall arbitrate all controversies, claims and other disputes arising out of or relating to this Agreement. Unless the disputing Members agree otherwise, the arbitration will be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date a disputing Member makes a demand for arbitration. A disputing Member may make a demand for arbitration before negotiation or mediation if it appears that a claim might be barred by a statute of limitations if the demand were made after the negotiation or mediation. However, in such a case the arbitration will be stayed until the conclusion of negotiation and mediation. The decision and award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE X

DUTY TO INDEMNIFY

To the extent of its fault, a Member shall defend, indemnify, and hold harmless all other Members, their elected officials, Authorized Officials, officers, employees and agents from any and all costs, claims, judgments, losses, awards of damage, injury, death and liability of every kind, nature and description, including the reasonable cost of defense and attorneys' fees, directly or indirectly arising from or relating to this Agreement (collectively, "Indemnified Claims"). This indemnity obligation extends to all Indemnified Claims against a Member by an employee or former employee of another Member, and for this purpose, by mutual negotiation, each Member hereby expressly waives, with respect to each other Member only, all immunity and limitation under any applicable industrial insurance act, including Title 51 of the Revised Code of Washington, other worker compensation acts, disability benefit acts or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of Indemnified Claims.

ARTICLE XI

WORKER'S COMPENSATION AND SITE CONDITIONS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Each Member shall promptly identify to the other Members concerns about site safety, environmental concerns, and other working conditions. The Safety Officer appointed within the Incident Command System during the Period of Assistance shall address specific safety conditions and mitigations.

ARTICLE XII

NOTICE

Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Member must be delivered to the Member's Authorized Official.

ARTICLE XIII

EFFECTIVE DATE

This Agreement shall be effective with respect to each Member when that Member's authorized representative executes the Agreement. The Statewide Committee shall maintain a master list of all Members.

ARTICLE XIV

WITHDRAWAL

A Member may withdraw from this Agreement at any time by providing to the Statewide Committee Chair written notice of withdrawal signed by the withdrawing Member's Authorized Official or other person authorized by the withdrawing Member's governing body. Any withdrawal will be effective upon receipt by the Statewide Committee Chair of the notice of intent to withdraw. If there is no Statewide Committee Chair, the withdrawing Member shall provide written notice to each Member in its region, and the withdrawal will be effective upon delivery of those notices. Once withdrawal from this Agreement is effective, the withdrawing Member will have no further obligations under this Agreement, except that withdrawal from this Agreement will not affect any indemnification or reimbursement obligation under this Agreement that arises prior to the effective date of the withdrawal.

ARTICLE XV TERMINATION

This Agreement shall terminate in its entirety when there are less than two Members. Termination of this Agreement will not affect any indemnification or reimbursement obligation under this Agreement arising prior to the termination. The Statewide Committee Chair shall provide written notice of termination to all remaining Members of the Agreement.

ARTICLE XVI AMENDMENT

This Agreement may be amended if, after written notice of a proposed amendment to all Members, the proposed amendment is approved by a majority of Members in each region. The Statewide Committee Chair shall provide written notice to all Members of approved amendments. Approved amendments will take effect sixty (60) days after the date the notice is sent to the Members.

ARTICLE XVII SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

Notwithstanding rights of subrogation asserted by a Member's insurance provider, this Agreement is for the sole benefit of the Members and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Member owe duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignments of benefits and delegations of duties created by this

Agreement are prohibited and of no effect.

ARTICLE XIX
GOVERNING LAW

This Agreement is governed by the law of the State of Washington, specifically RCW 39.34, Interlocal Cooperation Act.

ARTICLE XX
EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

The water and wastewater utility listed below executed this Agreement on this _____ day of _____ 201 .

Water/Wastewater Utility: _____

By: _____

Title: _____

Please Print Name

By: _____

Title _____

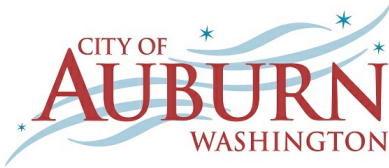
Please Print Name

Approved as to form

By: _____

Attorney for Member

Please Print Name



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5359 (Gaub)

Date:

March 27, 2018

Department:

CD & PW

Attachments:

[Resolution No. 5359](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5359.

Background Summary:

Resolution No. 5359 authorizes the City to submit an application for and, if awarded, to accept WSDOT grant funds for Project CP1516, Auburn Municipal Airport Runway.

The runway enhancements will improve aircraft safety and the ability to accommodate the current and forecast fleet of multi-engine piston aircraft for both takeoff and accelerated-stop distances by providing additional runway length. Grant funding from the Federal Aviation Administration (FAA) and the Washington State Department of Transportation, Aviation Division (WSDOT) is available to support the design, land acquisition, and construction of this project. However, before the WSDOT, Aviation Division is able to award these funds, a resolution must be approved by the City including a specific statement of support.

The cost of the design, land acquisition, and construction is estimated to total \$2,722,222. Funding is anticipated to be as follows:

Source	Amount	Percentage
Federal Funds (FAA)	\$2,450,000	90.0%
Local Funds (Airport Fund #465)	\$136,111*	5.0%
State Funds (WSDOT)	\$136,112	5.0%
Total	\$2,722,223	100.0%

*If WSDOT grant funding is not awarded, the City's share would increase to \$272,223, or 10% of the total project cost.

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

Gaub

Meeting Date: April 2, 2018

Item Number:

RES.B

RESOLUTION NO. 5359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE CITY TO APPLY FOR AND, IF AWARDED, TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$136,111.00 FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION, TO PERFORM THE DESIGN, LAND ACQUISITION, AND CONSTRUCTION OF THE AUBURN MUNICIPAL AIRPORT RUNWAY ENHANCEMENT PROJECT FOR THE AUBURN MUNICIPAL AIRPORT AND AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT THEREFORE

WHEREAS, the completion of the design, land acquisition, and construction of the Auburn Municipal Airport Runway Enhancement project (Runway Enhancement Project) at the Auburn Municipal Airport is a necessary part of responsible airport facility management and maintenance, and ensures the continued usability and safety of the runway surfaces for aircraft use; and

WHEREAS, the Runway Enhancement Project is an integral part of the most recent Airport Master Plan, which was approved by the Federal Aviation Administration and the Washington State Department of Transportation, Aviation Division; and

WHEREAS, the City of Auburn has received federal grant funds in the amount of Three Hundred Thousand Dollars (\$300,000.00), representing funds to be used towards the design of the Runway Enhancement Project; and

WHEREAS, the City of Auburn plans to submit to the Federal Aviation Administration requests for federal grant funds for 2018 in the amount of up to

Two Million One Hundred and Fifty Thousand Dollars (\$2,150,000.00), to be used towards the land acquisition and construction for the Runway Enhancement Project; and

WHEREAS, the City of Auburn also has plans to apply to the Washington State Department of Transportation, Aviation Division, for a matching grant of up to One Hundred and Thirty Six Thousand One Hundred and Eleven Dollars (\$136,111.00) or 5.0% of the total cost of the Runway Enhancement Project; and

WHEREAS, the City of Auburn has available, and is willing to provide, up to One Hundred and Thirty Six Thousand One Hundred and Twelve Dollars (\$136,112.00) which is 5% of the funds needed as the City's local match for the Runway Enhancement Project. Alternatively, the City of Auburn has available, and is willing to provide, up to Two Hundred and Seventy Two Thousand Two Hundred and Twenty Three Dollars (\$272,223.00) which is 10% of the funds needed as the City's local match for the Runway Enhancement Project if the requested Washington State Department of Transportation Aviation Division grant funds are not awarded; and

WHEREAS, the Washington State Department of Transportation Aviation Division, requires a resolution from the City of Auburn expressing support of the Runway Enhancement Project prior to award of state grant funding; and

WHEREAS, by virtue of this Resolution the City Council finds that the Runway Enhancement Project will benefit the health, safety and welfare of the

residents of the City of Auburn by improving and supports the Runway Enhancement Project.

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

Section 1. Purpose. The Auburn City Council does hereby express its statement of support for the design, land acquisition, and construction of the Runway Enhancement Project and authorizes the City's expenditure of One Hundred and Thirty Six Thousand One Hundred and Twelve Dollars (\$136,112.00) as its 5% match of the funds needed to complete this design, land acquisition and construction. Alternatively, the Auburn City Council authorizes the City's expenditure of up to Two Hundred and Seventy Two Thousand Two Hundred and Twenty Three Dollars (\$272,223.00) if the requested Washington State Department of Transportation Aviation Division grant funds are not awarded. The Mayor and City Clerk of the City of Auburn are hereby authorized to apply for the Washington State Department of Transportation Aviation Division grant, and to accept this grant should it be awarded to the City of Auburn.

Section 2. Implementation. The Mayor of the City of Auburn is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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

Dated and Signed this ____ day of _____, 2018.


CITY OF AUBURN

NANCY BACKUS
MAYOR

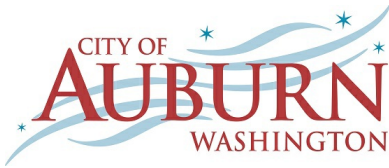
ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5360 (Heid)

Date:

March 27, 2018

Department:

City Attorney

Attachments:

[Resolution No. 5360](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5360.

Background Summary:

In September, an APD investigation culminated in the arrest of several individuals who were conducting illegal marijuana grow operations in Auburn homes. In addition to arresting these individuals, the APD seized the homes, grow equipment, vehicles, and cash that were related to the operations. State law allows law enforcement agencies to seize and forfeit property that is used in the production, distribution, or manufacturing of illegal drugs.

One of the persons who was arrested by the APD officers was Zebin Mei, the owner of two seized homes. Later, the City entered into negotiations with Mr. Mei and ultimately came to an agreement with him on the disposal of his seized property. The APD returned Mr. Mei's car and some of his cash, and Mr. Mei agreed to forfeit his two homes and a portion of the seized cash.

Pursuant to this agreement, the City now owns two Auburn residential properties. Because the properties were seized as drug houses, the APD may only use the properties, or the proceeds of the sale of the properties, for drug interdiction efforts.

The APD wishes to sell the properties on the real estate market through fair market processes to assure that the City received just value for the property, and to put the proceeds toward furthering the Department's controlled substances investigations.

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

Heid

Meeting Date: April 2, 2018

Item Number:

RES.C

RESOLUTION NO. 5360

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DECLARING TWO CERTAIN PARCELS OF REAL PROPERTY AS SURPLUS AND AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE PURCHASE AND SALE AGREEMENTS CONVEYING THE SAID PROPERTIES TO BUYERS THROUGH A FAIR MARKET PROCESS

WHEREAS, on January 5, 2018, the Auburn Police Department (APD) seized, pursuant to RCW 69.50.505, two parcels of real property, a vehicle, several items of electrical equipment, and cash from Zebin Mei; and

WHEREAS, state law restricts a municipality to using property that police have seized pursuant to RCW 69.50.505, and the proceeds from the sale of that property, for "the expansion and improvement of controlled substances related law enforcement activity"; and

WHEREAS, the two parcels of real property are located at 400 N Street NE and 3350 19th Street NE, both in Auburn, and both were found to contain illegal marijuana grow operations therein; and

WHEREAS, the property owner, Zebin Mei, and the APD came to a settlement arrangement that included transfer of titles for the two properties to the City; and

WHEREAS, based on the agreement between the City and property owner, King County Superior Court ordered ownership title to the two properties to be transferred from Zebin Mei to the City; and

WHEREAS, the APD has no law enforcement use for either property and it is in the public interest to surplus the properties and sell each for its fair market value.

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

Section 1. That the properties described below are declared unneeded for law enforcement purposes, are declared to be surplus, and the Mayor is authorized to sell such properties through appropriate fair market processes:

3350 19th St. NE, Auburn, Washington, parcel #2599200980
LOT 8, BLOCK 7, FOREST VILLA NO.3, ACCORDING TO PLAT RECORDED IN VOLUME 68 OF PLATS, PAGES 49 AND 50, IN KING COUNTY, WASHINGTON. IN KING COUNTY, WASHINGTON.

400 N Street NE, Auburn Washington, Parcel #6090100215.
LOT(S) 9 IN BLOCK 3 OF CARL NILSON FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE(S) 7, IN KING COUNTY, WASHINGTON

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

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

Dated and Signed this _____ day of _____, 2018.

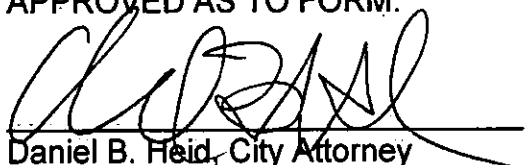
CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney