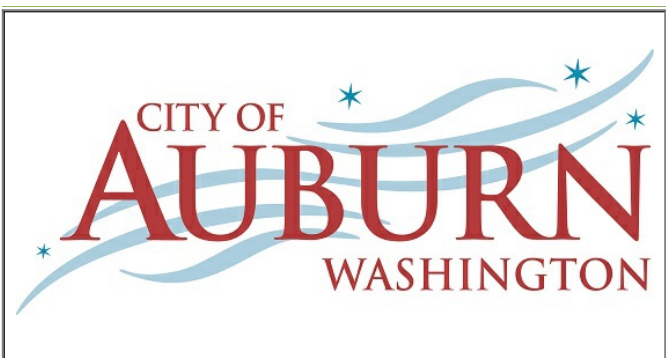


|   |  |
|---|--|
|  | <p style="text-align: center;"><b>City Council Meeting</b><br/> <b>September 17, 2018 - 7:00 PM</b><br/> <b>City Hall Council Chambers</b><br/> <b>AGENDA</b><br/> <b>Watch the meeting LIVE!</b></p> <p style="text-align: center;"><b>Watch the meeting video</b><br/> Meeting videos are not available until 72<br/> hours after the meeting has concluded.</p> |
|---|--|

**I. CALL TO ORDER**

- A. **Pledge of Allegiance**
- B. **Roll Call**

**II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

- A. **Proclamation - Constitution Week**  
Mayor Backus to proclaim September 17-23, 2018 as "Constitution Week" in the city of Auburn.
- B. **Proclamation - Airport Appreciation Day**  
Mayor Backus to proclaim September 29, 2018 as "Airport Appreciation Day" in the city of Auburn.

**III. APPOINTMENTS**

**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 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 September 4, 2018 Regular Council Meeting
- B. Claims Vouchers (Coleman)  
Check vouchers 450593 through 450752 in the amount of \$6,529,432.40 and four wire transfers in the amount of \$545,933.60 and dated September 17th, 2018.
- C. Payroll Vouchers (Coleman)  
Payroll check numbers 538087 through 538109 in the amount of \$231,607.47, electronic deposit transmissions in the amount of \$1,969,827.53 for a grand total of \$2,201,435.00 for the period covering August 30, 2018 to September 12, 2018.
- D. Public Works Project No. CP1825 (Gaub)  
City Council to award Negotiated Contract No. 18-23, to Northwest Traffic, Inc. on their quote of \$102,445.90 for Project No. CP1825, 2018 Re-Channelization of Multiple Sites

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

#### **VIII. UNFINISHED BUSINESS**

#### **IX. NEW BUSINESS**

#### **X. RESOLUTIONS**

- A. Resolution No. 5382 (Gaub)  
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept a Federal Grant Amendment to be administered by the Washington State Military Department for the Reservoir 1 Seismic Control Valve Project

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5382.)**

- B. Resolution No. 5383 (Faber)  
A Resolution of the City Council of the City of Auburn, Washington, authorizing the acceptance of a grant from Washington State Capital Projects Fund, authorizing the Mayor to execute the necessary contracts to accept the funds, and authorizing an amendment to an existing contract to perform the funded work

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5383.)**

#### **XI. 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**

#### **XII. 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

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**Agenda Subject:**

Minutes of the September 4, 2018 Regular Council Meeting

**Department:**

Administration

**Attachments:**

[9-4-2018 Minutes](#)

**Date:**

September 11, 2018

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

**Meeting Date:** September 17, 2018

**Staff:**

**Item Number:** CA.A

|   |  |
|---|--|
|  | <p style="text-align: center;"><b>City Council Meeting</b><br/> <b>September 4, 2018 - 7:00 PM</b><br/> <b>City Hall Council Chambers</b><br/> <b>MINUTES</b><br/> <b>Watch the meeting LIVE!</b></p> <p style="text-align: center;"><b>Watch the meeting video</b><br/> Meeting videos are not available until 72<br/> hours after the meeting has concluded.</p> |
|---|--|

## 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 of Auburn City Hall, 25 West Main Street in Auburn.

### B. **Roll Call**

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

Department directors and staff members present included: City Attorney Steven Gross, Finance Director Shelley Coleman, Police Commander Mike Hirman, Director of Public Works Ingrid Gaub, Human Resources and Risk Management Director Candis Martinson, Parks, Arts and Recreation Director Daryl Faber, Assistant Innovation and Technology Director Ashley Riggs, Records Clerk Teresa Mattingly and Deputy City Clerk Shawn Campbell.

## II. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

### A. **Proclamation - National Recovery Month**

Mayor Backus to proclaim September 2018 as "National Recovery Month" in the city of Auburn.

Mayor Backus read the proclamation declaring September 2018 as National Recovery Month.

Representatives from HealthPoint, Downtown Emergency Service Center, Crisis Connections, Nexus Youth and Families, Ray of Hope, King County Behavioral Health and Battlefield Addiction accepted proclamations and thanked the Mayor and Council for their support.

### B. **Proclamation Suicide Awareness Prevention Month**

Mayor Backus read the proclamation declaring September as Suicide Awareness Prevention Month.

C. SAO Cyber Security Presentation

Assistant Director Riggs presented Council with a presentation on the Cyber Security Audit.

III. **APPOINTMENTS**

A. Auburn Tourism Board

City Council to confirm the appointment of Lara Mae Chollette to the Auburn Tourism Board for a term to expire December 31, 2020.

Councilmember Holman moved and Councilmember Trout-Manuel seconded to appoint Lara Mae Chollette to the Auburn Tourism Board.

MOTION CARRIED UNANIMOUSLY. 4-0

IV. **AGENDA MODIFICATIONS**

There was no modification to the agenda.

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.*

Virginia Haugen, 2503 R Street SE, Auburn

Ms. Haugen thanked Mayor Backus, Councilmember Peloza and Code Compliance Officer Kapule for litter clean up in the City. She stated she does not want to have an alley transformed into pedestrian area and does not want the City to clear cut trees.

C. **Correspondence**

There was no correspondence for Council to 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 Holman, chair of the Finance ad hoc committee, reported he and Councilmember Brown reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommend their

approval.

Councilmember Trout-Manuel, member of the Road Projects ad hoc committee stated the committee has met and will meet again soon.

## **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 November 14, December 12, 2016 and August 27, 2018 Study Session
- B. Minutes of the August 20, 2018 Regular Council Meeting, August 14, 2018, August 16, 2018 and August 28, 2018 Special City Council Meeting
- C. Claims Vouchers (Coleman)  
Claim voucher 450424 through 450592 in the amount of \$548,533.65 and six wire transfers in the amount of \$692,589.51 and dated September 4th, 2018.
- D. Payroll Vouchers (Coleman)  
Payroll check numbers 538070 through 538086 in the amount of \$498,521.98, electronic deposit transmissions in the amount of \$1,984,828.99 for a grand total of \$2,483,350.97 for the period covering August 16, 2018 to August 29, 2018.
- E. Public Works Project No. CP1811 (Gaub)  
City Council to award Contract No. 18-06, to Doolittle Construction on their low bid of \$120,850.00 for Project No. CP1811 – 2018 Arterial Crack Seal project  
  
Deputy Mayor Baggett moved and Councilmember Trout-Manuel seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 4-0

## **VIII. UNFINISHED BUSINESS**

There was no unfinished business.

## **IX. NEW BUSINESS**

There was no new business.

## **X. RESOLUTIONS**

- A. Resolution No. 5380 (Gaub)  
A Resolution of the City Council of the City of Auburn, Washington, clarifying when facility extension fees will be paid, and amending the City's fee schedule  
  
Deputy Mayor Baggett moved and Councilmember Holman seconded to approve Resolution No. 5380.

MOTION CARRIED UNANIMOUSLY. 4-0

**XI. 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**

Councilmember Trout-Manuel reported she attended the Welcome Back event at Auburn High School.

Councilmember Wales reminded Director Hinman she requested the breakdown on the proposed homelessness budget for 2019-2020.

Councilmember Holman reported he is working with Jeff Marcel from TIP Strategies on a presentation for the National League of Cities Conference on bringing together regional public and private educational leaders to address issues with future economic success.

**B. From the Mayor**

Mayor Backus reported she attended the Chamber of Commerce Teacher Appreciation Breakfast, a ribbon cutting for Stack 571 in Lakeland, the AVHS Bark Fest and Rover Romp, the Battlefield Coffee House Dessert Potluck and the Auburn King County Library Opiate Awareness Day event. Mayor Backus noted that next Thursday, September 13th, is the next Civics Academy opening class and the Mayor's Summit is on Tuesday, September 11, 2018.

**XII. ADJOURNMENT**

There being no further business to come before the Council, the meeting adjourned at 7:39 p.m.

Approved this 4th day of September, 2018.

---

NANCY BACKUS, MAYOR

---

Shawn Campbell, City Clerk

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## AGENDA BILL APPROVAL FORM

Agenda Subject:  
Claims Vouchers (Coleman)

Date:  
September 13, 2018

Department:  
Finance

**Attachments:**  
No Attachments Available

Budget Impact:  
Current Budget: \$0  
Proposed Revision: \$0  
Revised Budget: \$0

Administrative Recommendation:  
Approve Claims Vouchers.

Background Summary:

Check vouchers 450593 through 450752 in the amount of \$6,529,432.40 and four wire transfers in the amount of \$545,933.60 and dated September 17th, 2018.

Reviewed by Council Committees:

Councilmember:  
Meeting Date: September 17, 2018

Staff: Coleman  
Item Number: CA.B





## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Payroll Vouchers (Coleman)

**Date:**

September 13, 2018

**Department:**

Finance

**Attachments:**

**No Attachments Available**

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

Approve Payroll Vouchers

**Background Summary:**

Payroll check numbers 538087 through 538109 in the amount of \$231,607.47, electronic deposit transmissions in the amount of \$1,969,827.53 for a grand total of \$2,201,435.00 for the period covering August 30, 2018 to September 12, 2018.

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

Coleman

**Meeting Date:** September 17, 2018

**Item Number:**

CA.C



## AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1825 (Gaub)

Date:

September 11, 2018

Department:

Public Works

**Attachments:**

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council award Negotiated Contract No. 18-23, to Northwest Traffic, Inc. on their quote of \$102,445.90 for Project No. CP1825, 2018 Re-Channelization of Multiple Sites.

**Background Summary:**

This project initially solicited bids under the small works roster process on September 6, 2018, and no bids were received. If no bids are received for a public work contract, Auburn City Code Section 3.12.020 allows for the City to either re-bid the contract or to negotiate the contract directly with a Contractor. Re-bidding the contract would delay the project and may not result in any bids. Since the project includes work that is preferred to be completed this year, the City pursued a negotiated contract.

Three Contractors were contacted and Northwest Traffic, Inc. was the only contractor to provide a quote. The quote was approximately 11% below the engineer's estimate.

This project will re-channelize several different sites throughout the City to improve safety and mobility at those locations. Work includes the removal of paint and thermoplastic roadway channelization lines and the installation of traffic signage, thermoplastic pavement marking symbols and stop bars, paint lines, raised pavement markers, and delineators.

It is anticipated that work will begin in the Fall of 2018. Depending upon weather, project completion may carry over into the Spring of 2019.

A project budget contingency of \$0.00 remains in the 328 Fund.

Reviewed by Council Committees:

Councilmember:

Staff:

Gaub

Meeting Date: September 17, 2018

Item Number:

CA.D

# BUDGET STATUS SHEET

|                                     |  |
|-------------------------------------|--|
| <b>Project No:</b> CP1825           | <b>Project Title:</b> 2018 Re-Channelization of Multiple Sites |
| <b>Project Manager:</b> Matt Larson |  |

- ☐ Project Update

☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Updated: Sept. 12, 2018

The "Future Years" column indicates the projected amount to be requested in future budgets.

## Funds Budgeted (Funds Available)

| Funding                      | 2017     | 2018           | 2019     | Future Years | Total          |
|------------------------------|----------|----------------|----------|--------------|----------------|
| 328 Capital Improvement Fund | 0        | 105,000        | 0        | 0            | 105,000        |
| 001 Engineering Budget       | 0        | 15,000         | 0        | 0            | 15,000         |
| <b>Total</b>                 | <b>0</b> | <b>120,000</b> | <b>0</b> | <b>0</b>     | <b>120,000</b> |

## Estimated Cost (Funds Needed)

| Activity                              | 2017     | 2018           | 2019     | Future Years | Total          |
|---------------------------------------|----------|----------------|----------|--------------|----------------|
| Design Engineering - City Costs       | 0        | 5,000          | 0        | 0            | 5,000          |
| Construction Contract Bid             | 0        | 102,446        | 0        | 0            | 102,446        |
| Authorized Construction Contingency   | 0        | 2,554          | 0        | 0            | 2,554          |
| Construction Engineering - City Costs | 0        | 10,000         | 0        | 0            | 10,000         |
| <b>Total</b>                          | <b>0</b> | <b>120,000</b> | <b>0</b> | <b>0</b>     | <b>120,000</b> |

## 328 Funds Budget Status

|  | 2017     | 2018       | 2019     | Future Years | Total      |
|--|----------|------------|----------|--------------|------------|
| *328 Funds Budgeted ( )                  | 0        | (105,000)  | 0        | 0            | (105,000)  |
| 328 Funds Needed                         | 0        | 105,000    | 0        | 0            | 105,000    |
| <b>*328 Fund Project Contingency ( )</b> | <b>0</b> | <b>(0)</b> | <b>0</b> | <b>0</b>     | <b>(0)</b> |
| <b>328 Funds Required</b>                | <b>0</b> | <b>0</b>   | <b>0</b> | <b>0</b>     | <b>0</b>   |

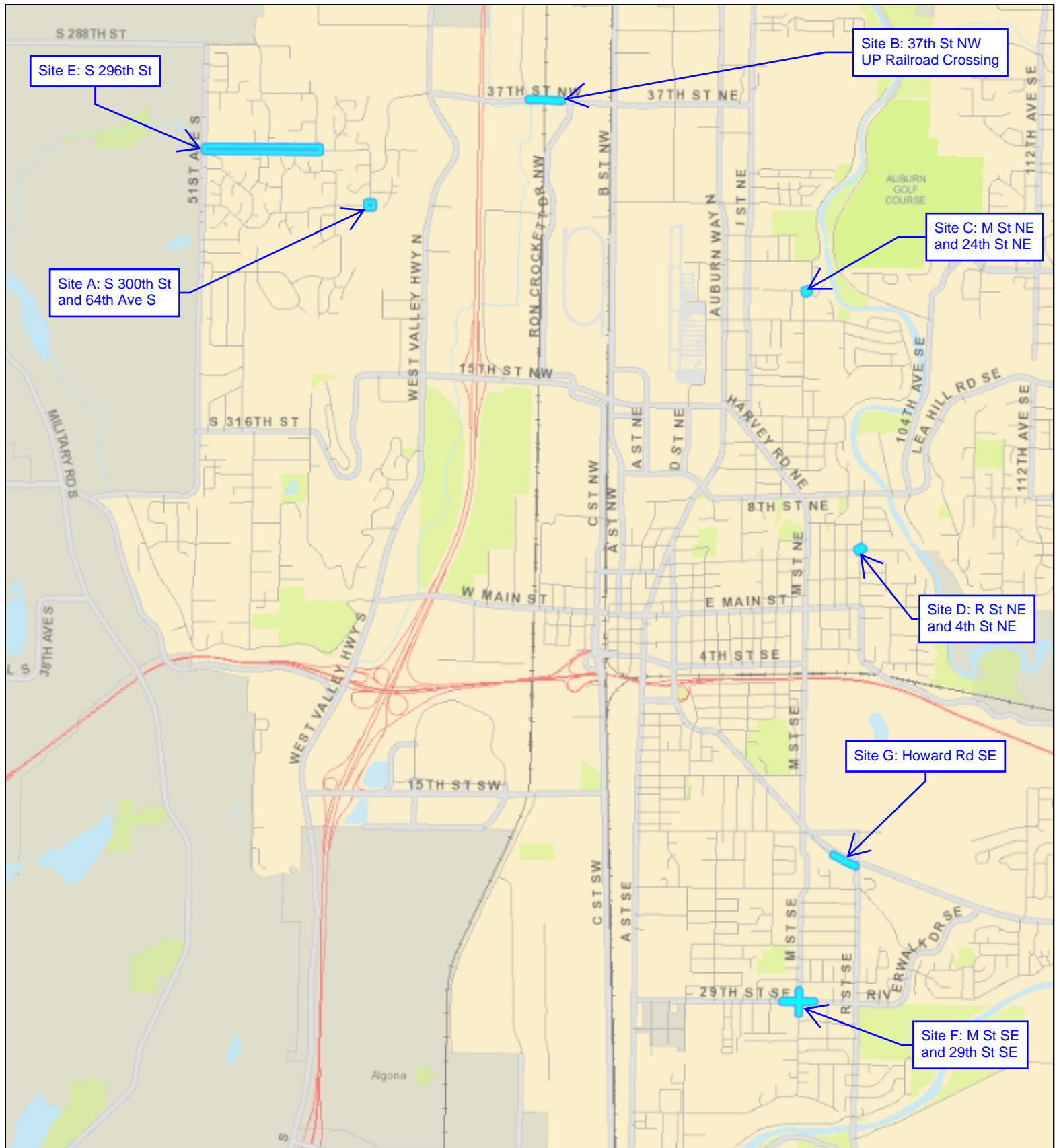
## 001 Engineering Budget Status

|  | 2017     | 2018     | 2019     | Future Years | Total    |
|--|----------|----------|----------|--------------|----------|
| *001 Funds Budgeted ( )                  | 0        | (15,000) | 0        | 0            | (15,000) |
| 001 Funds Needed                         | 0        | 15,000   | 0        | 0            | 15,000   |
| <b>*001 Fund Project Contingency ( )</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b>     | <b>0</b> |
| <b>001 Funds Required</b>                | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b>     | <b>0</b> |

\* ( # ) in the Budget Status Sections indicates Money the City has available.

# CP1825 Vicinity Map

Printed Date: 9/11/2018  
Map Created by City of Auburn eGIS  
Imagery Date: May 2015

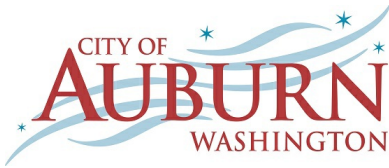


6,018.7 0 3,009.3 6,018.7 Feet

NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet

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





## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Resolution No. 5382 (Gaub)

**Date:**

September 10, 2018

**Department:**

Public Works

**Attachments:**

[Res 5382](#)

[Budget Status Sheet](#)

[Vicinity Map](#)

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

City Council adopt Resolution No. 5382.

**Background Summary:**

Resolution No. 5382 authorizes the Mayor to execute an amendment to the agreement between the City of Auburn and the Washington State Military Department for Hazard Mitigation Grant (Grant No. D16-010) in association with City project, CP1709 – Reservoir No. 1 Seismic Control Valve (Project).

The City was previously awarded and accepted a Hazard Mitigation Grant in the amount of \$175,000.00, with City matching funds of \$25,000.00, to fund the design and construction of the Project. As Project design advanced, it became known that additional funding would be necessary to construct the Project. The City then applied for, and was awarded, additional Grant funding from the Washington State Military Department for Hazard Mitigation in the amount of \$270,390.00, with additional City matching funds of \$38,627.00 which are available in the 460 water fund for the project. The total combined grant awarded to this project is \$445,390.00.

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

Gaub

**Meeting Date:** September 17, 2018

Item Number:

RES.A

**RESOLUTION NO. 5382**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT A FEDERAL GRANT AMENDMENT TO BE ADMINISTERED BY THE WASHINGTON STATE MILITARY DEPARTMENT FOR THE RESERVOIR 1 SEISMIC CONTROL VALVE PROJECT

WHEREAS, the City was previously awarded and accepted a Washington State Military Department Hazard Mitigation Grant (Grant No. D16-010) for the Reservoir 1 Seismic Control Valve Project (Project) through Resolution 5285; and

WHEREAS, the City applied for and received approval from the Washington State Military Department for additional grant funding in the amount of \$270,390.00 to finance the design and construction of the Project; and

WHEREAS, the federal grant amendment requires a local match in the amount of \$38,627.00, which is available in the 460 water fund, and

WHEREAS, installation of seismic control valves at City's water reservoirs is identified in the City's *Comprehensive Water Plan* (October 2015); and

WHEREAS, it is in the best interest of the City to use the additional grant monies to finance the capital safety improvements to the City's Reservoir 1 site.

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

Section 1. The Mayor is authorized to execute an amendment to the Project grant agreement between the City and the State of Washington for the receipt and utilization of additional hazard mitigation grant funds for the Project.

In addition, the Mayor is hereby authorized to execute any necessary additional amendments to the Project grant as may be needed for to complete the Project.

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

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

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF AUBURN

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Steve Gross, City Attorney

## BUDGET STATUS SHEET

|  |   |
|--|---|
| <b>Project No:</b> CP1709              | <b>Project Title:</b> Reservoir 1 Seismic Control Valve |
| <b>Project Manager:</b> Kevin Thompson |   |

Initiation Date: \_\_6/23/17\_\_

Advertisement Date: \_\_\_\_\_

Award Date: \_\_\_\_\_

- ☐ Amend Parametrix Task

☒ Resolution No. 5382

☐ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: September 10, 2018

The "Future Years" column indicates the projected amount to be requested in future budgets.

### Funds Budgeted (Funds Available)

| Funding                  | Prior Years | 2017 (actual) | 2018    | 2019 | Total   |
|--------------------------|-------------|---------------|---------|------|---------|
| Hazard Mitigation Grant* |             | 22,368        | 423,022 |      | 445,390 |
| 460 Fund - Water         |             | 3,195         | 80,428  |      | 83,623  |
| Total                    |             | 25,563        | 503,450 |      | 529,013 |

\* Includes Hazard Mitigation Grant amendment approval, through Resolution 5382, adding \$270,390 to the total grant amount.

### Estimated Cost (Funds Needed)

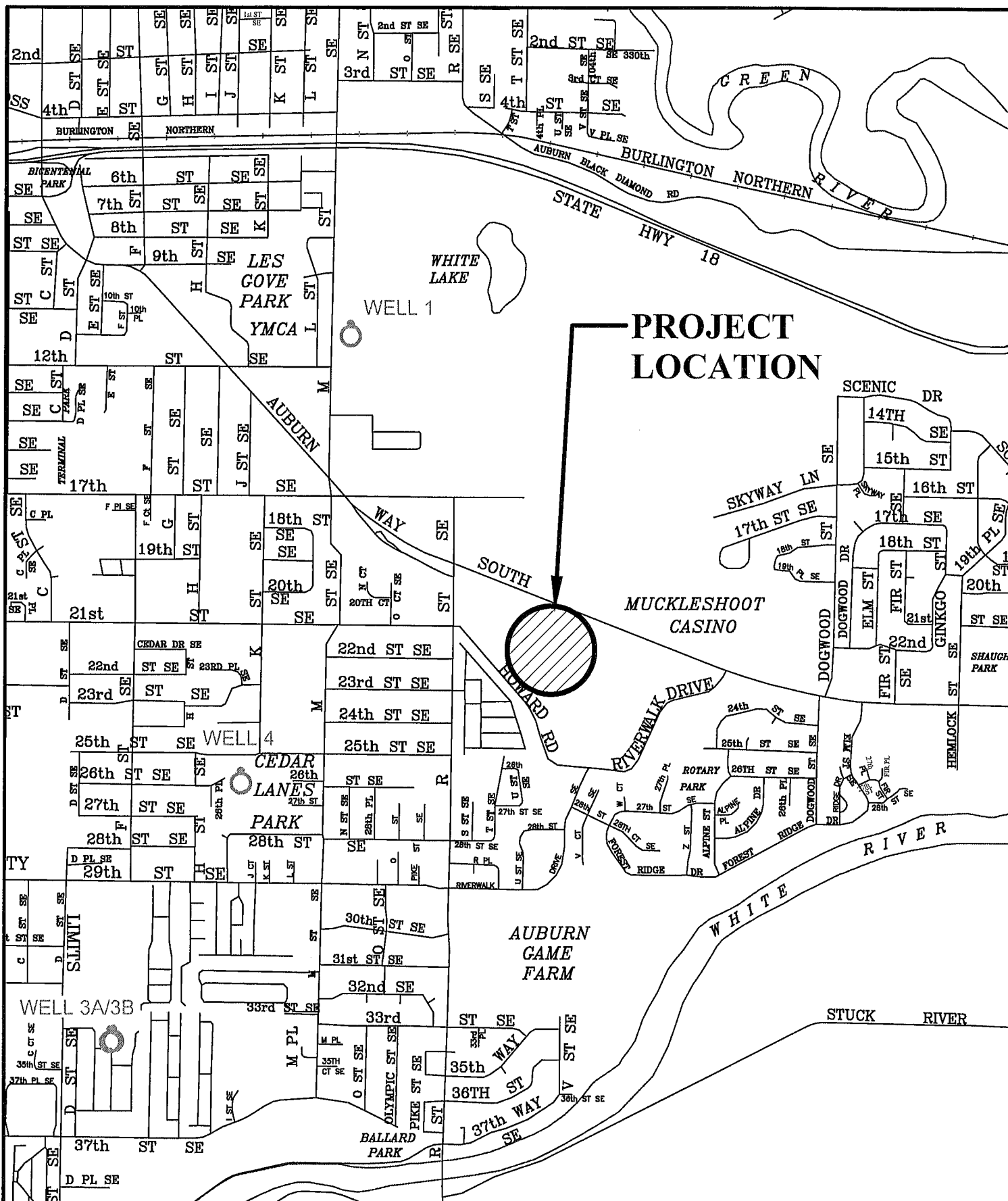
| Activity                                    | Prior Years | 2017 (actual) | 2018    | 2019    | Total   |
|---|-------------|---------------|---------|---------|---------|
| Design Engineering - City Costs             |             | 9,163         | 22,197  |         | 31,360  |
| Design Engineering - Consultant Costs       |             | 16,400        | 40,501  |         | 56,901  |
| Construction Estimate                       |             | 0             | 148,480 | 200,000 | 348,480 |
| Construction Contingency (15%)              |             | 0             | 0       | 52,272  | 52,272  |
| Construction Engineering - City Costs       |             | 0             | 5,000   | 15,000  | 20,000  |
| Construction Engineering - Consultant Costs |             | 0             | 5,000   | 15,000  | 20,000  |
| Total                                       |             | 25,563        | 221,178 | 282,272 | 529,013 |

### Fund Budget Status

|  | Prior Years | 2017 (actual) | 2018             | 2019     | Total     |
|--|-------------|---------------|------------------|----------|-----------|
| *460 Funds Budgeted ( )                  |             | (25,563)      | (503,450)        | 0        | (529,013) |
| 460 Funds Needed ( )                     |             | 25,563        | 221,178          | 282,272  | 529,013   |
| <b>*460 Fund Project Contingency ( )</b> |             | <b>0</b>      | <b>(282,272)</b> | <b>0</b> | <b>0</b>  |
| <b>460 Funds Required</b>                |             | <b>0</b>      | <b>0</b>         | <b>0</b> | <b>0</b>  |

\* ( # ) in the Budget Status Sections indicates Money the City has available.



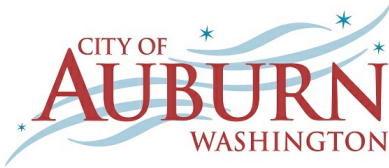


## PROJECT LOCATION

## RESERVOIR 1 SEISMIC CONTROL VALVE PROJECT

VICINITY MAP  
AUGUST 2018  
NOT TO SCALE





## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Resolution No. 5383 (Faber)

**Date:**

September 12, 2018

**Department:**

Parks/Art and Recreation

**Attachments:**

[Res 5383](#)

[Grant Agreement](#)

**Budget Impact:****Administrative Recommendation:****Background Summary:**

The City of Auburn entered into a contract with Hanson construction to complete the Les Gove Park Crescent project. During construction the City of Auburn was awarded a grant of \$479,180 from the State of Washington Capital Heritage Projects Fund to improve the hardscape and landscape around the White River Valley Museum as well remodel the museum garage into classroom.

This action authorizes the Mayor to accept and appropriate Funds from the Washington State Capital Heritage Projects Fund as well as authorizes a change order with Hanson Construction to complete the grant funded exterior portion of the Museum Plaza.

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

Faber

**Meeting Date:** September 17, 2018

Item Number:

RES.B

**RESOLUTION NO. 5383**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM WASHINGTON STATE CAPITAL PROJECTS FUND, AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY CONTRACTS TO ACCEPT THE FUNDS, AND AUTHORIZING AN AMENDMENT TO AN EXISTING CONTRACT TO PERFORM THE FUNDED WORK

WHEREAS, the City submitted an application to the Washington State Capital Projects Fund for a grant to improve the hardscape and landscape around the White River Valley Museum, to remodel the museum garage into a classroom, and to add exterior art and signage; and

WHEREAS, the City has been advised that it has been approved to receive a grant from the Fund; and

WHEREAS, Council approved Contract 19-04 with Hansen Construction for improvements at the Les Gove Campus (CP1605); that contract is still open, and the contractor is willing and available to do the additional work at the Museum as part of its existing contract.

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

**Section 1. Acceptance of Grant and Authorization of Contract.** The City Council accepts the Washington State Capital Projects Fund grant in the amount of Four Hundred Seventy-Nine Thousand One Hundred Eighty Dollars and no cents (\$479,180.00), and authorizes the Mayor to negotiate and execute a Contract with the State of Washington in substantial conformity with the Contract marked as Exhibit "A."

**Section 2. Amendment of Existing Contract.** The Mayor is authorized to execute an amendment to the Contract No. 18-04 with Hansen Construction dated March 8, 2018, in an amount not to exceed One Hundred Twenty Thousand Dollars and no cents (\$120,000.00) to construct the improvements funded by this Grant.

**Section 2. Implementation.** The Mayor is further authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation, including assuring that the grant fund appropriation is included in the appropriate budget documents of the City.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force upon passage and signatures.

SIGNED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF AUBURN**

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Steven L. Gross, City Attorney



State of Washington  
Washington State History Society  
19-10  
Grantee: City of Auburn

1. PARTIES TO THE CONTRACT

This state funded Contract for Heritage Capital Projects (Contract) is entered between City of Auburn, White River Valley Museum 918 H Street SE, Auburn WA 98002 (GRANTEE) and the Washington State Historical Society, 1911 Pacific Avenue, Tacoma WA 98402 (AGENCY), and shall be binding upon all agents and all persons acting by or through the parties.

2. PURPOSE OF CONTRACT

This Contract, including Attachments A through H (collectively referred to hereafter as "Contract"), sets out the terms and conditions by which a grant is made for a Heritage Capital project during the 2017-2019 biennium from funds appropriated by the Washington State Legislature in Capital Enacted Bill SSB 6090, which was incorporated into the Capital Budget signed into law by the governor on January 19, 2018. RCW 27.34.330 provides statutory authorization for the funding program. The program is administered by the Agency.

3. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for the "Railroads, Waterfowl, Field Trips, and Family Outings" project, as described in ATTACHMENT B (PROJECT SCOPE OF WORK), and for the express purposes of the grant as described in ATTACHMENT C (PROJECT PURPOSE).

4. CONSIDERATION

The parties agree that, in exchange for the grant money awarded pursuant to this Contract, the State of Washington and the Agency shall receive in consideration the preservation and interpretation of historical sites and artifacts that have the potential to provide lifelong learning opportunities for the citizens of the state, as described in this Contract, including Attachments [B and C.

5. AMOUNT OF GRANT

The Washington State Legislature appropriated four hundred ninety seven thousand dollars (\$497,000). Of this appropriation, the total funds available to the GRANTEE for reimbursement of eligible costs shall be four hundred eighty two thousand ninety dollars (\$ 482,090). The AGENCY shall retain three percent (3.0%) of the appropriation, which is fourteen thousand nine hundred ten dollars (\$14,910) as the cost of administering the grant and this Contract.

6. COST SHARE

The total cost of the projects shall include only those costs that are eligible expenditures as described in ATTACHMENT D (PROJECT BUDGET). GRANTEE agrees that the amount of state funding shall not exceed thirty three and thirty-three one hundredths percent (33.33%) of the total cost of the project. The non-state portion of the total cost of the project shall be the

GRANTEE's cost share of the total cost of the project. The amount of the GRANTEE's cost share shall be one million four hundred ninety one thousand dollars (\$ 1,491,000).

7. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from the date of the last signature of the contracting parties to June 30, 2019. Without further appropriation from the legislature, expenditures beyond this date shall not be reimbursed. The requirement set forth below in Section 8 to maintain ownership or a lease on the subject property, and to use it for the express purposes of the grant, shall remain in full force and effect for thirteen years following the date of contract completion, as defined in Attachment A.

8. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a. Capital improvements funded by the Heritage Capital Projects grant are to be used for the express purpose of this grant. No funds appropriated for a Heritage Capital Projects grant shall be used for capital improvements not included in the legislative appropriation and specifically designated in this Contract with the AGENCY.
- b. As required by RCW 27.34.330, capital improvements funded by this grant shall be held by the GRANTEE for at least thirteen (13) years from the date of contract completion; the facilities shall be used for the express purpose of the grant as set forth in this Contract, including Attachments B and C; and, if mobile, used primarily in Washington State. The GRANTEE agrees that it will maintain ownership or lease of ALL property to be held, as described in ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)), for thirteen (13) years beyond the date of contract completion. Failure to maintain ownership or a lease on the subject property for thirteen years following the date of contract completion shall constitute a breach of this Contract. Pursuant to the terms of this Contract and RCW 27.34.330, if the Grantee is found to be in breach of this Contract, the Grantee shall repay to the state general fund the principal amount of the grant plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.
- c. The AGENCY maintains right of entry for thirteen (13) years from the date of contract completion to ensure continued compliance with this Contract. The GRANTEE will be monitored for continued property control and project outcomes as described in the contract statement of purpose. Monitoring tools appropriate to the project purpose will be determined during the project closeout process and declared in writing from the AGENCY to the GRANTEE. Monitoring tools may include, but are not limited to, reporting of annual metrics as declared in the project closeout letter, scheduled and unscheduled site visits, or requests for images for publication. During the monitoring period, the GRANTEE may request mitigation of monitoring tools to support enhancing the public benefit provided by the GRANTEE.

9. REAPPROPRIATION

The parties hereto agree and understand that any state funds not expended and billed by end of the biennium, June 30, 2019, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY's obligation under the terms of this Contract shall be contingent upon terms of such reappropriation. GRANTEE may not rely to its detriment upon use of funds not properly billed or not appropriated. The GRANTEE shall be

allowed only two requests for reappropriation of the funds awarded in this Contract. Approval of such requests is not guaranteed.

#### 10. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract, which include the following attachments, and which are made a part of this Contract:

- ATTACHMENT A (GENERAL PROVISIONS)
- ATTACHMENT B (PROJECT SCOPE OF WORK)
- ATTACHMENT C (PURPOSE OF PROJECT)
- ATTACHMENT D (PROJECT BUDGET)
- ATTACHMENT E (SOURCE OF AVAILABLE FUNDS)
- ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS)
- ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTIONS)
- ATTACHMENT H (LEASES, CONTRACTS, AND AGREEMENTS)

#### 11. ENTIRE CONTRACT

This Contract, including all attachments, constitutes the entire agreement between Agency and Grantee and supersedes all previous written or oral agreements or understandings between the Agency and Grantee related to this Contract.

This Contract may be amended as set forth in the Contract Modifications in Attachment A.

#### 12. CONTRACT REPRESENTATIVES

The GRANTEE's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Patricia Cosgrove, Director  
White River Valley Museum, City of Auburn  
25 West Main Street  
253-288-7437 [pcosgrove@auburnwa.gov](mailto:pcosgrove@auburnwa.gov)

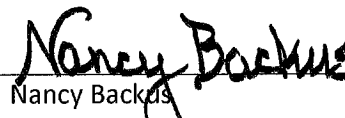
The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Lissa Kramer, Heritage Capital Projects Manager  
Washington State Historical Society  
1911 Pacific Avenue, Tacoma WA 98402  
253-798-5909 [lissa.kramer@wshs.wa.gov](mailto:lissa.kramer@wshs.wa.gov)

#### 13. SIGNATURES

\_\_\_\_\_  
Jennifer Kilmer  
Executive Director  
Washington State Historical Society

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nancy Backus  
Mayor  
City of Auburn

91-6001228  
\_\_\_\_\_  
Federal Tax ID#  
MAR 19 2018

\_\_\_\_\_  
Date

19-10  
ATTACHMENT A  
GENERAL PROVISIONS

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## A. HEADINGS AND DEFINITIONS

### 1. Headings

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

### 2. Definitions

AGENCY- the Washington State Historical Society.

Authorized Representative- an elected or appointed officer of the corporation or agency, or alternate designated in writing by the GRANTEE's governing authority, who acts officially on the GRANTEE's behalf.

Authorized Signatory- an executive officer of the corporation or agency's governing authority designated to sign contracts on behalf of the GRANTEE.

Cash match- money from the grantee organization or from other sources, which can include grants from foundations, nonstate governmental agencies, individuals, corporations, and others.

Cost share- those costs, including cash and in-kind, that the grantee will incur from its own resources or from other cooperating organizations to complete the project described in the Contract.

Date of grant authorization- the date the Washington State Legislature initially appropriated funds for the project.

Date of contract authorization- the last date of an authorized signature on the Contract Form.

Date of contract completion- the date of the project closeout letter from the Agency which initiates the thirteen (13) year monitoring period.

GRANTEE- the applicant that has been awarded a grant of funds and is bound by this executed Contract, including any officers, employees, or agents lawfully representing the GRANTEE.

Heritage organization- a group whose purpose is to collect, preserve, or interpret history, heritage, and culture.

Heritage capital project- project that involves the physical plant of a heritage organization, a historic landscape, archaeological site, historic ship, locomotive, airplane, other transportation conveyance, or acquisition of a property for protection and stabilization of heritage resources or by a heritage organization for purposes of new construction.

In-kind contributions- contributions to a project that are not part of cash match. May include materials and supplies, professional consultation, legal and accounting services specific to the project, architectural design fees, and volunteer labor.

Local government agency- city or county agency, port district, or public development authority.

Nonprofit organization- organization incorporated under the nonprofit laws of the state of Washington and holding a 501(c)(3) tax determination from the IRS.

Other entity- As authorized by RCW 27.34.330, an entity that meets all criteria for Heritage capitol project funding and can be considered for a grant award at the discretion of the Washington State Historical Society

Real property value- fair market value of real property when such property is acquired solely for the purpose of a heritage capital project. Evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser.

Total project costs- include, but are not limited to, the amount sought from the fund and what the applicant will provide as cost share.

## B. GENERAL CONTRACT TERMS

### 1. Order of Precedence

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order.

1. Applicable federal and Washington State statutes and regulations
2. State executive orders
3. Terms and conditions of this Contract
4. ATTACHMENT A (GENERAL PROVISIONS)
5. Other attachments or material incorporated by reference.

### 2. Contract Modifications

- a) This Contract may be modified by mutual agreement of the parties. Such modifications shall not be binding unless in writing and signed by both parties prior to implementation of the modifications. Any oral understanding or agreement not incorporated herein shall not be binding.
- b) Budget modification by the GRANTEE of not more than ten (10) percent of any line item or combination of line items from the Project Budget (Attachment B) is excepted from subsection 2(a). Modifications that increase a line item must be offset by reductions in other line items so there is no increase to the total amount available to the GRANTEE in this grant.
- c) The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any line item. Budget modifications exceeding ten (10) percent of any line item or combination of line items constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

### 3. No Waiver

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by the authorized representatives of the AGENCY and the GRANTEE.

### C. PERFORMANCE AND GENERAL RESPONSIBILITIES

#### 1. Nonassignability

Neither this Contract nor any claim arising under this Contract shall be transferred or assigned by the GRANTEE without written permission from the AGENCY.

#### 2. Independent Capacity of Grantee

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will solely be with the GRANTEE.

#### 3. Ownership of Project/ Capital Improvements

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this Contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/ or equipment constructed or purchased with state funds under this Contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this Contract.

#### 4. Hold Harmless

To the extent permitted by law, the GRANTEE shall defend, protect, and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts or omissions and those of its employees, officers, and agents, including those which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. The GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent the claim is caused in whole or in part by negligent acts or omissions of the GRANTEE.

The GRANTEE waives its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend, and hold harmless AGENCY, the state of Washington and agencies, officials, agents, or employees of the state.

#### 5. Acknowledgement

The GRANTEE shall announce in its publicity materials, on a posted sign during the project, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

#### 6. Ethics Compliance

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the Code of Ethics for Municipal Officers (Chapter 42.23 RCW) or any similar statute involving the GRANTEE in the procurement of, or the performance under, this Contract.

## 7. Public Disclosure/ Confidentiality

- a) The GRANTEE acknowledges that the AGENCY is subject to the Public Records Act (Chapter 42.56 RCW), and that this Contract shall be a public record as defined. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. If a request is made to view the GRANTEE's information marked as confidential, the AGENCY will notify the GRANTEE of the request and the date that such records will be released to the requestor unless the GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.
- b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

## D. COMPLIANCE WITH LAWS, RECORDS, AND INSPECTIONS

### 1. Compliance with Applicable Law

- a) The GRANTEE agrees to be aware of, and comply with, all applicable and current federal, state, and local laws, regulations, and policies. The GRANTEE's confirmation of this requirement is contained in ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS). AGENCY is not responsible for determining compliance.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be suspended or terminated in whole or in part, and the GRANTEE and the project may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages, and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against the AGENCY, as a result of the failure of the GRANTEE to so comply.

### 2. Records, Reports, and Audits

- a) The GRANTEE shall maintain books, records, documents, and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this Contract for six years after full termination or expiration of this Contract, which includes the thirteen (13) year monitoring period that begins on the date of the closeout letter at contract completion, and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- b) The GRANTEE shall comply with all auditing requirements, including audit requirements for the expenditure of more than \$100,000 or more in total state funds in a fiscal year, if applicable.
- 3. Right of Entry  
The GRANTEE shall provide right of access of its facilities to the AGENCY or to any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/ or quality assurance under this Contract.
- 4. Evaluation and Monitoring
  - a) The GRANTEE shall cooperate with and fully participate in any monitoring or evaluation activities conducted by the AGENCY that are relevant to compliance with this Contract, including providing initial and updated project plans for AGENCY review and approval and facilitating record production and periodic site inspections.
  - b) The GRANTEE shall provide the AGENCY with digital images and narratives that depict the progress made on the project. Such images will be used by the AGENCY to support reimbursement requests and to inform the public about the grant program on the web and elsewhere. Images and narratives shall be provided with each request for reimbursement.
- 5. Hazardous Substances  
The GRANTEE will defend, protect, and hold harmless the AGENCY, and any and all of its employees and/ or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorney's fees), and any and all loss of any nature from any and all claims or suits resulting from the presence of, or release or threatened release, of hazardous substances as defined in RCW 70.105D.020, on the property covered by the Contract.
- 6. Governor's Executive Order 05-05  
The GRANTEE shall comply with Governor's Executive Order 05-05. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.
- 7. Prevailing Wage Law  
The project funded under this Contract may be subject to state Prevailing Wage law (RCW 39.12). The GRANTEE is advised to consult with the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether prevailing wage must be paid. The AGENCY is not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that may be required by law.
- 8. Industrial Insurance Coverage  
The GRANTEE shall comply with all applicable provisions of Title 51 RCW (Industrial Insurance).

## 9. Nondiscrimination Provision

- a) During the performance of this Contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to Washington's Law Against Discrimination (RCW 49.60) and the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.).
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be suspended or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to remedy in accordance with the "Dispute Resolution" procedure set forth in Section 25 of this Contract Attachment.

## E. FUNDING REIMBURSEMENT AND BUDGET

### 1. Reimbursement

- a) Payment to the GRANTEE shall be made on a reimbursement basis only, for eligible costs incurred, using forms provided by the AGENCY. Reimbursement shall be allowed for (1) actual costs incurred and paid. No advance payments shall be made to the GRANTEE. Purchases of goods will be reimbursed upon receipt, and services will be reimbursed upon completion of work.
- b) Each request for reimbursement shall include a state voucher form and digital images and a narrative report describing the work completed and the status of the project. The reimbursement request shall not include any costs already reimbursed by or charged against any other grant or other source. The voucher must be certified by an official of the GRANTEE with the authority bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying information, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of the total cost of the project at any time, and shall be consistent with the Legislative appropriation.
- e) The final request for reimbursement under this Contract shall be submitted by the GRANTEE to the AGENCY within fifteen (15) days following the completion of the work or other termination of the Contract and be accompanied by a final narrative report and digital images of the completed project.

### 2. Recapture of Funds

In the event that the GRANTEE fails to expend state funds in accordance with state law and/or the provisions of this Contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys' fees.

### 3. Reduction in Funds

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract period, the AGENCY may suspend or terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

## F. TERMINATION AND DISPUTES

### 1. Dispute Resolution

- a) The parties shall make every effort to resolve disputes arising out of or relating to this Contract through negotiation.
- b) Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this Section. Either party's request for dispute hearing must be in writing and clearly state:
  1. The disputed issue(s);
  2. The relative positions of the parties;
  3. The GRANTEE's name, address, and project title.
- c) In order for this Section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this Section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.
- d) Any hearing under this Section shall be informal, with the specific processes to be determined by the dispute panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The dispute panel shall be governed by the provisions of this Contract in deciding the dispute(s).
- e) The parties shall be bound by the decision of the dispute panel, unless the remedy directed by that panel is outside the legal authority of either or both parties to perform as necessary, or is otherwise unlawful.
- f) Request for a dispute hearing under this Section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received written notice of the action or position of the other party that it wishes to dispute. The written agreement to use the process under this Section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- g) All costs associated with implementation of this process shall be shared equally by the parties.

### 2. Termination or Suspension for Cause

- a) In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this Contract the AGENCY has the right to suspend or terminate the

Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not completed within 30 days of receiving notice, the Contract may be terminated or suspended.

- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay all or any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which includes, but is not limited to, completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

### 3. Termination for Convenience

- a) Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this Contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

### 4. Termination for Fraud or Misrepresentation

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Contract, the AGENCY reserves the right to terminate or amend this Contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the grant.

### 5. Termination Procedures

- a) After receipt of a notice of termination, except as otherwise directed by the AGENCY, the GRANTEE shall:
  - i. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - ii. Place no further orders or sub-grants for materials, services, or facilities related to the Contract;
  - iii. Preserve and transfer any materials, Contract deliverables and/ or AGENCY property in the GRANTEE's possession as directed by the AGENCY.
- b) Upon termination of the Contract, the AGENCY may pay the GRANTEE for any service provided by the GRANTEE under the Contract prior to the date of termination, unless the AGENCY reasonably determines in its sole discretion that the amount due is necessary to protect the AGENCY against potential loss or liability resulting from the termination. The AGENCY shall pay any withheld amount due up to the date of termination to the GRANTEE if the AGENCY later determines that a loss or liability will not occur. GRANTEE shall not be paid for any work done after the termination date.



- b) The rights and remedies of the AGENCY under this Section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

6. Governing Law and Venue

This Contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

7. Severability

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

**19-10**  
**ATTACHMENT B**  
**PROJECT SCOPE OF WORK**

**PROJECT SCOPE OF WORK NARRATIVE**

This project is to improve the area adjacent to the White River Valley Museum, including new roadway access, parking, exterior lighting and walkways, programmable heritage classroom, outdoor interpretive artwork, and a roundhouse inspired, programmable amphitheater with train play sculpture.

MATCH (2016/2017): The existing dark enclosed Museum lobby was removed and replaced with a glassed in entry. It is an inviting space with doors awaiting visitors walking from the newly extended entry drive (H Street) parking, lights and sidewalks. The Museum exterior was painted. H Street was extended approximately 1000 feet, and parking was improved from 24 to 46 stalls. A new monument sign was installed.

HCP (2018/2019): A 795 square foot existing garage will be remodeled into a heritage enrichment classroom. The area directly outside the garage will be transformed into a roundhouse-inspired amphitheater with phenolic resin interpretive labels telling the story of Auburn's Northern Pacific Railway Yard, and a climb-on train engine to help direct attention and provide identity—also creating an outdoor exhibit. Complementing the match funded work on the west and front of the Museum, a sculptured bird(s) (historically found in the valley) will be mounted as interpretive art and act as directional signage. A phenolic resin sign will interpret Native water fowl hunting and lifestyles—again creating an outdoor exhibit. The sculpture will serve as a visual cue to move visitors towards the new front doors of the fully renovated Museum.

**PROJECT SCOPE OF WORK BY ARCHITECTURAL DIVISIONS**

DIV 2 CONCRETE- Existing: concrete floor on grade, will lay down laminate flooring

DIV 4 MASONRY- Existing: 1/2 of walls are brick, 1/2 wood frame

DIV 6 WOOD, PLASTICS, & COMPOSITES- New: laminate counters and bathroom stall

DIV 7 THERMAL & MOISTURE PROTECTION- Existing: no insulation or HVAC, will bring up to code for occupied space

DIV 8 OPENINGS- Existing: 2 wooden garage doors, replace with glass doors

DIV 9 FINISHES- paint interior and exterior

DIV 10 SPECIALTIES- Existing: brick wall facing road, will mount interpretive art & labels

DIV 21 FIRE SUPPRESSION- Existing: fire extinguishers, will bring space up to code

DIV 22 PLUMBING- Existing: no plumbing, will add toilet and two sinks

DIV 23 HVAC- Existing: no HVAC, will add HVAC system to code

DIV 26 ELECTRICAL- Existing: overhead lights only, will add full electrical systems


DIV 31 EARTHWORK- New: create roundhouse amphitheater, lights, gardens, and improve parking

DIV 32 EXT. IMPROVEMENTS- New: roundhouse amphitheater, interpretive art, labels & signage

OTHER WORK IMPROVEMENTS- New: purchase tables, chairs & commission climb-on train

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the Project Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below. The GRANTEE shall make all plans and documents funded in whole or in part by this contract available to the AGENCY upon reasonable request.

  
\_\_\_\_\_  
Nancy Backus  
Mayor, City of Auburn

MAR 19 2018

\_\_\_\_\_  
Date

**19-10  
ATTACHMENT C  
PROJECT PURPOSE**

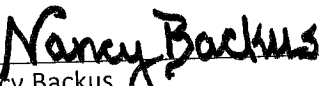
**PROJECT PURPOSE**

When these projects are complete, the SW corner of a city park will be renovated with accessible drives, sidewalks, exterior lighting and parking. A relatively hidden, dark, and uninviting museum building will be bright and inviting, with signage and sculptural identifiers and exterior exhibits that will entice and lead visitors to the front door.

Patrons will enjoy a roundhouse-inspired amphitheater and read beautiful graphics about Auburn's railroading and history. Their children will want to return to the climb-on train which draws parents to the Museum. The Museum's capacity will grow to accommodate 90 students at a time on field trips—which it hosts a lot of, as well as outdoor summer programs and indoor heritage-themed family activities. With the greatly renovated park, guests will find the Museum easily by well-designed signs off of Auburn Way South; they will park in an attractive, newly renovated parking lot and be directed by artwork to a glassed-in lobby that tantalizingly shows some of the wonders that visitors can experience. Once inside, new paint and carpets greet the visitor who will discover a gem of a community heritage museum.

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

  
\_\_\_\_\_  
Nancy Backus  
Mayor, City of Auburn

**MAR 19 2018**  
\_\_\_\_\_  
Date

**19-10  
ATTACHMENT D  
PROJECT BUDGET**

| Cost Category               | Grantee Cost Share |                  | HCPF           | Totals           |
|-----------------------------|--------------------|------------------|----------------|------------------|
|                             | Cash Match         | In-kind          | Grant Funds    |                  |
| Project Staff               | 0                  | 24,999           | Not Eligible   | 24,999           |
| Architecture/Engineering    | 16,333             | 8,000            | 6,200          | 30,533           |
| Construction/Rehabilitation | 1,075,000          | 0                | 283,630        | 1,358,630        |
| Property Acquisition        | 0                  | 0                | 0              | 0                |
| Bridge Loans                | 0                  | 0                | 0              | 0                |
| Equipment                   | 0                  | 0                | 0              | 0                |
| Furnishings                 | 0                  | 0                | 12,232         | 12,232           |
| Landscaping                 | 0                  | 0                | 111,705        | 111,705          |
| Permanent Exhibits          | 16,500             | 0                | 35,897         | 52,397           |
| Consultants                 | 0                  | 0                | 0              | 0                |
| Integral Art Projects       | 0                  | 0                | 29,516         | 29,516           |
| LEED Silver Certification   | 0                  | 0                | 0              | 0                |
| Project Travel Costs        | 0                  | 0                | 0              | 0                |
| Site Work                   | 0                  | 0                | 0              | 0                |
| Pre-design                  | Not Eligible       | 0                | Not Eligible   | 0                |
| Value of lease              | Not Eligible       | 0                | Not Eligible   | 0                |
| <b>COST SHARE SUBTOTALS</b> | <b>1,107,833</b>   | <b>32,999</b>    |                | <b>1,140,832</b> |
| Reimbursable Costs          |                    |                  | 479,180        | 479,180          |
| HCP Administration – 3%     |                    |                  | 14,820         | 14,820           |
| <b>TOTALS</b>               |                    | <b>1,140,832</b> | <b>494,000</b> | <b>1,620,012</b> |
| <b>% OF TOTAL</b>           | <b>68%</b>         | <b>2%</b>        | <b>30%</b>     | <b>100%</b>      |

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below, and that the total GRANTEE cost share required for the project shall be received and expended by June 30, 2019.

*Nancy Backus*  
Nancy Backus  
Mayor, City of Auburn

MAR 19 2018

Date

**19-10**  
**ATTACHMENT E**  
**SOURCE OF AVAILABLE FUNDS**

| TYPE OF FUNDS   | AMOUNT          |
|---|-----------------|
| <b>GRANTEE's FUNDS (Cash Match)</b>                         |                 |
| City of Auburn funding spent, work complete as of 2/2018    |                 |
| --park renovation around museum buildings                   | \$ 1,075,000.00 |
| --design by Berger Partnership of renovations around museum | \$ 16,333.00    |
| <b>GRANTEE's FUNDS (In-kind Contributions)</b>              |                 |
| --Project manager, P Cosgrove, 520 hours                    | \$ 24,999.00    |
|   |                 |
|   |                 |
| <b>TOTAL GRANTEE FUNDS (Cost Share)</b>                     | \$ 1,116,332.00 |
| <b>TOTAL GRANT FUNDS (Legislative Appropriation)</b>        | \$ 494,000.00   |
| <b>GRANTEE TOTAL PROJECT FUNDS AVAILABLE</b>                | \$ 1,610,332.00 |

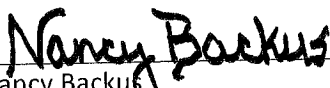
**CERTIFICATION**

The GRANTEE certifies the Source of Available Funds have been reviewed and approved by the GRANTEE's governing body or board of directors as of the date written below.

By so doing, the GRANTEE certifies that 75% of these funds are in hand at by the date below and that the remaining 25% will be in hand by June 30, 2019.

All match funds are committed in writing from respective sources and are available, and will remain committed and available solely and specifically for carrying out the project as described elsewhere in this contract. Cash match and in-kind match funds are regarded as funds restricted for use solely for the contract project purposes and are committed as such in the GRANTEE's accounting.

The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the committed funds, and shall make such records available for the AGENCY's review upon request.

  
 Nancy Backus  
 Mayor, City of Auburn

MAR 19 2018

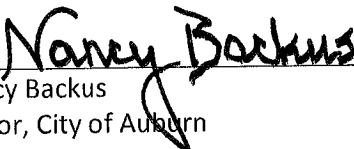
Date

**19-10**  
**ATTACHMENT F**  
**CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS**

**CERTIFICATION**

The GRANTEE, by its signature, certifies that it shall be aware of and comply with all applicable and current federal, state, and local laws, regulations, policies, as now or hereinafter amended including, but not limited to those related to:

- Governor's Executive Order 05-05 (*regarding prior preservation review and ongoing consultation by the state and concerned tribes for any capital projects or land acquisition projects for the purpose of capital construction*)
- Prevailing Wage Law- RCW 39.12
- Hazardous Substances- RCW 70.105D Industrial Insurance- RCW 51
- Washington Law Against Discrimination- RCW 49.60
- Americans with Disabilities Act- 42.U.S.C. 12101 et. seq.
- High Performance Public Buildings (LEED)- RCW 39.35D

  
\_\_\_\_\_  
Nancy Backus  
Mayor, City of Auburn

MAR 19 2018

\_\_\_\_\_  
Date

**19-10**  
**ATTACHMENT G**  
**PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)**

*For all projects:*

**Permanent Address:** 918 H Street SE, Auburn WA 98002

**Historic Designation (if applicable):** None

**Washington State Legislative District #:** 30

**GPS Coordinates:** Latitude: 47.2994381, Longitude -122.2186758

**Parcel #:** 192159181

**Legal Description:**

Museum Park- PCL A OF AUBURN LLA #BLA08-0018 REC #20090120900004 SD LLA BEING LOCATED IN NW 1/4 OF NE 1/4 OF SEC 19-21-5 TGW A SMALL TRIANGLE IN NE 1/4 OF NW 1/4 OF SD SEC LY NLY OF & ADJ TO AUBURN WAY S.

Museum Building- PCL A OF AUBURN LLA #BLA08-0018 REC #20090120900004 SD LLA BEING LOCATED IN NW 1/4 OF NE 1/4 OF SEC 19-21-5 TGW A SMALL TRIANGLE IN NE 1/4 OF NW 1/4 OF SD SEC LY NLY OF & ADJ TO AUBURN WAY S

*For vessels or other fixed assets (adapt as needed):*

**Vessel Name:** NA

**Legal Owner:** City of Auburn

**Year Built:**

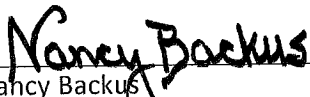
**Home Port:** NA

**U.S. Registry #:** NA

**Vessel Service:** NA

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the information set forth above, including property parcel number(s) and legal description(s), have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.



Nancy Backus  
Mayor, City of Auburn

MAR 19 2018

Date

**19-10**  
**ATTACHMENT H**  
**LEASES, CONTRACTS, AND AGREEMENTS**

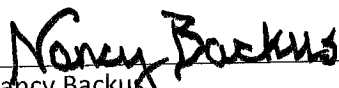
| Document Title  | Parties   | Date of Execution    | Date of Expiration | Recorded in:   |
|---|---|----------------------|--------------------|----------------|
| City of Auburn<br>Master Plan for the<br>Development of the<br>Les Grove Park<br>Community Campus | City of Auburn  | December 14,<br>2015 | None               | City of Auburn |
| Lease   | City of Auburn<br>and White River<br>Valley Historical<br>Society | August 20, 1971      | August 21, 2070    | City of Auburn |
|   |   |                      |                    |                |
|   |   |                      |                    |                |

*Add additional lines if necessary*

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the leases, contracts and agreements as described in the grant application and defined above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

The GRANTEE also certifies that it has read and understands its obligation to hold the property for 13 years from the date of contract completion and to use the property for the express purposes of the grant as set forth in this Contract. The Grantee further certifies that it shall provide the AGENCY with notice of any and all modifications or additions to all leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.

  
 Nancy Backus  
 Mayor, City of Auburn

MAR 19 2018

Date



**19-10**  
**ATTACHMENT H**  
**LEASES, CONTRACTS, AND AGREEMENTS**

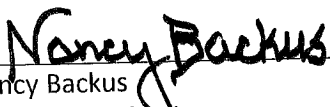
| Document Title  | Parties   | Date of Execution    | Date of Expiration | Recorded in:   |
|---|---|----------------------|--------------------|----------------|
| City of Auburn<br>Master Plan for the<br>Development of the<br>Les Grove Park<br>Community Campus | City of Auburn  | December 14,<br>2015 | None               | City of Auburn |
| Lease   | City of Auburn<br>and White River<br>Valley Historical<br>Society | August 20, 1971      | August 21, 2070    | City of Auburn |
|   |   |                      |                    |                |
|   |   |                      |                    |                |

*Add additional lines if necessary*

**CERTIFICATION**

The GRANTEE, by its signature, certifies that the leases, contracts and agreements as described in the grant application and defined above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

The GRANTEE also certifies that it has read and understands its obligation to hold the property for 13 years from the date of contract completion and to use the property for the express purposes of the grant as set forth in this Contract. The Grantee further certifies that it shall provide the AGENCY with notice of any and all modifications or additions to all leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.

  
\_\_\_\_\_  
Nancy Backus  
Mayor, City of Auburn

MAR 19 2018

\_\_\_\_\_  
Date