



**City Council Study Session Muni
Services SFA
October 23, 2017 - 5:30 AM
Council Chambers - City Hall
AGENDA**

- I. CALL TO ORDER
 - A. Roll Call
- II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS
- III. AGENDA ITEMS FOR COUNCIL DISCUSSION
 - A. [Resolution No. 5320 \(Faber\)](#)
 - B. [Legislative Agenda for 2018 \(Hinman\)](#)
 - C. Frequency of Special Focus Area Meetings
 - D. Development Incentives
- IV. MUNICIPAL SERVICES DISCUSSION ITEMS
 - A. [King County Draft 2019 Comprehensive Solid Waste Management Plan \(Coleman\)](#)
 - B. [Dangerous Dog \(Lee\)](#)
 - C. [King County Court Update \(Roscoe\)](#)
 - D. [Shopping Cart Update \(Snyder\)](#)
 - E. [2017 Draft Interlocal Agreement for SCATBd \(Snyder\)](#)
- V. OTHER DISCUSSION ITEMS
- VI. NEW BUSINESS
- VII. MATRIX
 - A. [Matrix](#)
- VIII. 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:

Resolution No. 5320 (Faber)

Date:

September 25, 2017

Department:

Parks/Art and Recreation

Attachments:

[RES 5320](#)

[2018 Contract](#)

[Annual Report](#)

Budget Impact:**Administrative Recommendation:**

City Council adopt Resolution # 5320

Background Summary:

The City of Auburn has supported the Auburn Symphony Orchestra for the past several years to assist in promoting and marketing Auburn as a destination for arts and events that in turn contribute to the economy. Performing art programs serve as an economic driver and the activities of the Auburn Symphony Orchestra assists in attracting visitors to Auburn. For 2018, it is proposed that the City enters into a contract with the Auburn Symphony Orchestra with a specific scope of services for marketing, outreach and audience building, and organization efforts that assist in showcasing Auburn as a destination for arts and events.

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

Faber

Meeting Date: October 23, 2017

Item Number:

RESOLUTION NO. 5320

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF
AUBURN AND THE AUBURN SYMPHONY ORCHESTRA
FOR TOURISM PROMOTION SERVICES

WHEREAS, the City is interested in promoting and marketing Auburn as a tourist
Destination; and

WHEREAS, there are activities located and occurring within the corporate
boundaries of the City the promotion of which would be beneficial to the City and to the
residents and businesses of the City; and

WHEREAS one source of such activities is the Auburn Symphony Orchestra, the
Service Provider, herein; and

WHEREAS, a program of advertising for such events would help to insure the
success of such activities by informing people about them encouraging people to attend
and attracting tourists to the City; and

WHEREAS, in order to advertise the City, attract visitors, and encourage tourism
it would be advantageous for the City to contract with the Service Provider for
promotional services in connection therewith.

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

Section 1. That the Mayor is hereby authorized to execute an Agreement
between the City and the Auburn Symphony Orchestra for tourism promotion services,
which agreement shall be in substantial conformity with the agreement attached hereto
as Exhibit A and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of 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 _____, 2017.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney



**CITY OF AUBURN and AUBURN SYMPHONY ORCHESTRA
CONTRACT FOR SERVICES**

THIS CONTRACT is made and entered into on the _____ day of _____, 2017, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington, hereinafter referred to as the "City," and the AUBURN SYMPHONY ORCHESTRA, a not-for-profit corporation organized pursuant to 26 U.S.C. 501 (C)(3), hereinafter referred to as the "Service Provider" or "ASO," on the following terms and conditions.

1. **SCOPE OF SERVICES BY SERVICE PROVIDER** The Service Provider shall engage, enrich and inspire our community through artistically vibrant performances; will uphold the highest artistic and professional standards; will present a broad range of repertoire; will serve a wide and diverse audience; and will provide quality educational experiences for all ages. Service Provider will provide classical music opportunities to area youth through reduced ticket prices to concerts as well as outreach to Auburn area schools. Service Provider will actively participate in community events and include City of Auburn logo in all applicable promotional materials. Service Provider will comply with requirements listed in Attachment 'A'.
2. **TERM OF CONTRACT:** The Term of this Contract shall be from January 1, 2018, through December 31, 2018.
3. **COMPENSATION TO SERVICE PROVIDER:**
 - a. The parties understand that the Service Provider operates on a fiscal year that runs from July 1 through the following June 30, and that its concert season is consistent with its fiscal year. The City's fiscal year is from January 1 through the following December 31. The parties agree that the marketing services provided throughout the year are adequate consideration for the City to pay the Service Provider its full consideration due for the calendar year by the end of June each year in order to support the Service Provider's budget cycle.
 - b. The total contract is for \$75,000 per calendar year. For 2018, the first payment of \$25,000.00 will be paid on January 31, 2018. The second payment of \$25,000.00 will be paid on March 30, 2018. The third payment of \$25,000.00 will be paid on June 1, 2018.
 - c. **Invoicing and Reports.** The Service Provider will submit invoices and reports not later than 30 calendar days before payment is due. For each reporting period, the Service Provider will provide report outlining how the Service Provider met the performance measures set forth in this Agreement.
4. **NON-APPROPRIATION OF FUNDS:** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to

make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. RECORDS INSPECTION AND AUDIT: All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced and all records and books of accounts pertaining to any work performed under this Contract shall be subject to inspection and audit by the City for a period of up to three 3 years from the final payment for work performed under this Contract.
6. CONTRACT ADMINISTRATION: This Contract shall be administered by Auburn Symphony Orchestra Manager Lee Valenta on behalf of the Service Provider and by Mayor or designee on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed to the following addressees unless changed by written notice to the other party:

If to the City: City of Auburn, 25 West Main Street, Auburn WA 98001

If to the Service Provider: Auburn Symphony Orchestra, P.O. Box 2186, Auburn WA 98071

7. NOTICES: All notices or communications permitted or required to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail postage prepaid for mailing by certified mail return receipt requested and addressed if to a party of this Contract to the address set forth next to such party's signature at the end of this Contract or if to a person not a party to this Contract to the address designated by a party to this Contract in the foregoing manner. Any party may change his or its address by giving notice in writing stating his or its new address to any other party all pursuant to the procedure set forth in this section of the Contract.
8. INSURANCE: The Service Provider shall be responsible for maintaining during the term of this Contract and at its sole cost and expense insurance coverages in amounts not less than the amounts set forth herein below. The Service Provider shall furnish evidence satisfactory to the City of all such policies during the term hereof the Service Provider shall take out and maintain in full force and effect the following insurance policies:
 - a. Comprehensive general liability insurance including automobile and property damage insuring the City and the Service Provider against loss or liability for damages for personal injury death or property damage arising out of or in connection with the performance by the Service Provider of its obligations hereunder with minimum liability limits of \$1,000,000.00 combined single limit for personal injury death or property damage in anyone occurrence.
 - b. Such workmen's compensation and other similar insurance as may be required by law.

9. INDEMNIFICATION: The Service Provider shall indemnify and hold harmless the City and its officers agents and employees or any of them from any and all claims actions suits liability loss costs expenses and damages of any nature whatsoever by any reason of or arising out of the negligent act or omission of the Service Provider its officers agents employees or any of them relating to or arising out of the performance of this Contract. If a final judgment is rendered against the City its officers agents employees and or any of them or jointly against the City and the Service Provider and their respective officers agents and employees or any of them the Service Provider shall satisfy the same to the extent that such judgment was due to the Service Provider s negligent acts or omissions.
10. RESTRICTION AGAINST ASSIGNMENT: Service Provider shall not assign this Contract or any interest herein nor any money due or to become due hereunder without first obtaining the written consent of the City nor shall the Service Provider subcontract any part of the services to be performed hereunder without first obtaining the written consent of the City.
11. AMENDMENT MODIFICATION OR WAIVER: No amendment modification or waiver of any condition provision or term of this Contract shall be valid or of any effect unless made in writing signed by the party or parties to be bound or such party s or parties duly authorized representative s and specifying with particularity the nature and extent of such amendment modification or waiver Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Contract.
1. TERMINATION AND SUSPENSION: Either party may terminate this Contract upon Ninety (90) days written notice to the other party It is provided however that if the Service Provider has performed services pursuant to the Contract the Service Provider shall be compensated for such services in accordance with the rate of compensation provided herein.
13. PARTIES IN INTEREST: This Contract shall be binding upon and the benefits and obligations provided for herein shall inure to and bind the parties hereto and their respective successors and assigns provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Contract This Contract is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party including contractors sub contractors and their sureties.
14. COSTS TO PREVAILING PARTY: In the event of litigation or other legal action to enforce any rights responsibilities or obligations under this Contract the prevailing parties shall be entitled to receive its reasonable costs and attorney's fees.
15. APPLICABLE LAW: This Contract and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be King County State of Washington provided however that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Service Provider of the services.

16. CAPTIONS HEADINGS AND TITLES: All captions headings or titles in the paragraphs or sections of this Contract are inserted for convenience of reference only and shall not constitute a part of this Contract or act as a limitation of the scope of the particular paragraph or sections to which they apply As used herein where appropriate the singular shall include the plural and vice versa and masculine feminine and neuter expressions shall be interchangeable Interpretation or construction of this Contract shall not be affected by any determination as to who is the drafter of this Contract this Contract having been drafted by mutual agreement of the parties.

17. SEVERABLE PROVISIONS: Each provision of this Contract is intended to be severable If any provision hereof is found by a court of competent jurisdiction to be illegal or invalid or not applicable to any person or circumstance for any reason whatsoever such illegality invalidity or non applicability shall not affect the legality or validity of the remainder of this Contract or its applicability to other persons or circumstances.

18. ENTIRE AGREEMENT: This Contract contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements contracts and understandings between the parties with respect to such subject matter.

19. COUNTERPARTS: This Contract may be executed in multiple counterparts each of which shall be one and the same Contract and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed effective the day and year first set forth above:

AUBURN SYMPHONY ORCHESTRA

CITY OF AUBURN

Title: _____

Date: _____

Nancy Backus, Mayor

Date: _____

ATTEST:

Danielle Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

ATTACHMENT A
Scope of Services

Scope of Work:

1. Auburn Symphony Orchestra (ASO) will engage, enrich and inspire our community through artistically vibrant performances; will uphold the highest artistic and professional standards; will present a broad range of repertoire; will serve a wide and diverse audience; and will provide quality educational experiences for all ages.
2. ASO will produce, at the minimum, three full symphony programs, four chamber concerts, three summer concerts each performing arts season.
3. ASO will conduct outreach into Auburn public schools and offer reduced price student tickets.
4. Conduct outreach to new audiences through programming and marketing efforts.
5. Participate in community events and/or festivals through hosting a booth and/or partnering to present programming as part of the event program.

Service Provider Agrees to:

1. Credit the City of Auburn in all appropriate public announcements, programs, advertising, and other forms of notice relating to the activity and service covered under this agreement and produced by, for, and under the direction of the organization. Where possible, the City of Auburn logo should be used. If logo is not appropriate, ASO may list the funder as : City of Auburn.
2. Provide access to members of the City Council and Auburn Arts Commission for purposes of evaluation to at least three performances each year.
3. Meet with the City Council, Arts Commission, or the Arts Coordinator once during the contract period, to provide information regarding programming and administration of the programs.
4. Provide the City of Auburn reports and data as outlined as part of the payment schedule.
5. Make available to the City of Auburn the service providers financial and other records, upon request, to determine compliance with this agreement.
6. Include City Council members and Arts Commissioners in their mailing list

Payment Schedule

Phase I: To be completed by January 31, 2018. NTE \$25,000.00 upon receipt or completion of the following:

- Full execution of this contract
- Receipt of completed invoice
- Receipt of schedule of activities and programming for 2017-18 performing arts season

- Submission of all printed material and copies of paid advertisements completed between June 2017 and January 2018¹.
- Attendance reports for concerts; including zip code demographic summary of patrons and student discount tickets claimed, and tracking of new versus returning attendees.
- Outline summary of outreach activities and community participation efforts
- Receipt of annual report from prior ASO fiscal year
- Submission of marketing plan and budget for ASO 2017-2018 performing arts season

Phase II: To be completed by March 30, 2018. NTE \$25,000.00 upon receipt or completion of the following:

- Receipt of completed invoice
- Submission of all printed material and copies or documentation of paid advertisements completed between January 2018 and March 2018
- Attendance reports for ASO concerts; including zip code demographic summary of patrons and student discount tickets claimed, and tracking of new versus returning attendees.
- Outline summary of outreach activities and community participation efforts

Phase III: To be completed by June 1, 2018. NTE \$25,000.00 upon receipt or completion of the following:

- Receipt of completed invoice
- Submission of all printed material and copies of paid advertisements completed between March 2018 and June 2018.
- Attendance reports for ASO concerts; including zip code demographic summary of patrons and student discount tickets claimed, and tracking of new versus returning attendees.
- Outline summary of outreach activities and community participation efforts
- Summary of annual fundraiser

¹ NOTE: While this Contract covers performances during 2017 and 2018, references are made to the ASO's 2017-2018 season, which includes periods covered in this Contract.

October 18, 2017

Annual Report:

Fiscal year and Season July 2016 – June 2017



Overview

Over the course of the 2016-2017 season, the Auburn Symphony Orchestra (ASO) worked to continue to engage, enrich, and inspire our community through artistically vibrant performances while upholding the highest artistic and professional standards.

- Our major events and productions this year consisted of four full symphony programs, including a holiday program, four chamber concerts (including one outreach concert in Kent), and three summer outdoor concerts (see *Events*). We also worked to strengthen our connections within the community, including the Auburn School District, the White River Valley Museum, and the Chamber of Commerce, helping to support community events.
- We continue to offer student tickets for \$10, also extending that offer to families of music students in Auburn middle and high schools (see *Ticketing*). Through our partnership with the Auburn School District, we offered educational events to 1st and 2nd grade students and their families throughout the 2016-2017 season.
- Our annual fundraiser in May at Green River College was highly successful. Generously sponsored by Boeing, Segale Properties, and Councilman Bill Pelozo, 160 people attended, including Mayor Backus and council members Wales and Pelozo. The event netted approximately \$45,000 in revenue for the symphony. Guests were treated to musical selections by ASO violist Joyce Ramee.
- As we near the end of our music director search we are pleased with the amount and quality of the audience feedback we have received, both verbal and written. That input will be added to the evaluations from the search committee interviews, the board interviews, and the musicians, leading to a recommendation by the search committee to the board, most likely by the end of the calendar year.

Ticketing

Discounted Tickets – local music students and families

Date	Concert	Total Tickets Issued	Student Tickets Issued
7/7/2016	Sunsets: From Mozart to Sousa	78	5
7/21/2016	Sunsets: Horns A-Plenty	129	15
8/4/2016	Sunsets: Summer String Celebration	158	36
10/9/2016	Bohemian Rhapsody	622	80
11/20/2015	On the Road Again: Chamber	92	6
12/6/2016	Joy of the Holidays	617	99
1/22/2017	Dances, Marches, and More: Chamber	115	3
2/19/2017	Conductor's Choice 1: Enigma	535	45
3/3/2017	Chamber (Kent): The Magic Flute	38	3
3/5/2017	Chamber: The Magic Flute	110	7
4/30/2017	Conductor's Choice 2: Love, Passion, & Defiance	531	41

Tickets sold by zip code (includes season and single tickets to future performances)

Zip code	%	Actual		
Zip Code	Purchase Count	Ticket Count	Percentage of Purchases	Percentage of Tickets
98092	318	642	25.67%	24.05%
98002	163	324	13.16%	12.14%
98042	82	174	6.62%	6.56%
98198	60	84	4.84%	3.15%
98391	57	139	4.60%	5.21 %
98001	55	100	4.44%	3.75%
Various Zip Codes*	430	935	34.71%	35.03%
No Zip Code Given	74	271	5.97%	10.15%
Total:	1239	2669		

*Each of the 66 various zip codes account for a fraction of the audience members.

Over the course of the 2016-2017 season the ASO added 312 new people to our data base as new audience members or fundraiser attendees.

Marketing

Press Release examples attached

Press Coverage

Date	Publication	Notes
10/3/2016	Auburn Reporter	ASO presents Bohemian Rhapsody with Nicholas Hersh
12/15/2016	Auburn Reporter	Auburn Symphony presents Joy of the Holidays
2/2/2017	Auburn Reporter	February 19 concert features young violin soloist and first music director candidate
2/21/2017	Philippa Kiraly review from Sun Break online arts blog	An astonishing violin debut at Auburn Symphony
2/24/2017	Auburn Reporter—reprinted from Sun Break	An astonishing violin debut at Auburn Symphony
3/31/17 & 4/12/17	Auburn Reporter	Nikolas Caoile guest conducts the Auburn Symphony Orchestra
4/28/2017	Auburn Reporter	Guest conductor leads Auburn Symphony Orchestra April 30 concert
Ongoing	King FM NW Focus Season Showcase	Radio coverage of upcoming concerts

Advertising

Date	Publication	Notes
Per Concert/quarterly	Auburn Reporter	Concert Promo – Print Ad
Per Concert/quarterly	Kent Reporter	Concert Promo – Print Ad
Per Concert/quarterly	Federal Way Mirror	Concert Promo – Print Ad
Per Concert/quarterly	Enumclaw/Bonney Lake Courier Herald	Concert Promo – Print Ad
Per Concert/quarterly	Covington/Maple Valley/Black Diamond Reporter	Concert Promo – Print Ad
Monthly	Lake Tapps Living	Concert Promo – Print Ad
Per Concert/quarterly	Auburn Magazine	Concert Promo – Print Ad
Per Concert/quarterly	98.1 Classical King FM	Concert Promo – Radio Spots
Per Concert/quarterly	Banner on Auburn Way	Concert Promo – Visual over Auburn Way near entrance to Hwy. 18
Per Concert/quarterly	Banner in office window	Concert Promo – “Next Performance” listed on Auburn Way and Main St
Press release s before each concert	Various	Sent to regional media outlets

Print Collateral

Date	Description and Quantity	Notes
October, December, February, April	400 Posters	Distributed within Seattle, South King County, and Tacoma
Per Concert	2,300 post cards	Mailed to internal lists
July & September	75 renewal reminders	Sent to lapsed subscribers
December	2,300 annual fund letters	Mailed to internal lists
December	2,300 newsletters	Mailed to internal lists
June	2,300 season brochures	Mailed to internal lists

Electronic Promotions

Date	Publication	Notes
Per Concert	Live Music Project	Online Calendar Inclusion in Eblasts to their constituents
Per Concert	Mail Chimp	Eblasts to email list of 1,875
Per Concert	Facebook	Events and other posts
Per Concert	Twitter	Event information

Events

Title	Date	Musicians	Attendance	Location
2016-2017 Symphony Concerts				
Bohemian Rhapsody	10/9/2016	67	622	Auburn Performing Arts Center
Joy of the Holidays	12/6/2016	60	617	Auburn Performing Arts Center
Enigma	2/19/2017	65	535	Auburn Performing Arts Center
Love, Passion, & Defiance	4/30/2017	68	531	Auburn Performing Arts Center
2016-2017 Pre-Concert Lecture				
Bohemian Rhapsody	10/9/2016	2 spkrs. + slides	90+	Auburn Performing Arts Center
Enigma	2/19/2017	2 spkrs. + slides	90+	Auburn Performing Arts Center
Love, Passion & Defiance	4/30/2017	2 spkrs. + slides	90+	Auburn Performing Arts Center
2016-2017 Chamber Concerts				
On the Road Again	11/20/2016	5	92	St. Matthew/San Mateo Episcopal Church
Dances, Marches, and More	1/22/2017	5	115	St. Matthew/San Mateo Episcopal Church
The Magic Flute	3/3/2017	4	125	First Christian Church of Kent

The Magic Flute	3/5/2017	4	110	St. Matthew/San Mateo Episcopal Church
2016-2017 Sunsets at Mary Olson Farm				
From Mozart to Sousa	7/7/2016	5	78	Mary Olson Farm
Horns-A-Plenty	7/21/2016	5	129	Mary Olson Farm
Summer String Celebration	8/4/2016	5	158	Mary Olson Farm
Outreach				
String Trio performance at Trek Apts.	3/30/2017	3	Approx. 75	Trek Apartments
Soloist Gleb Ivanov educational performance	10/6/2016	1	90 (orchestra students)	Riverside High School
Soloist Stephen Waarts educational performance	2/16/2017	1	30 (orchestra students)	Auburn High School
Soloist Daniel Lebhardt educational performance	4/27/2017	1	50 piano students and faculty	Green River College
Soloist Daniel Lebhardt 's 4-hr. rehearsal session	4/29/2017	1	Several residents	Wesley Homes Lea Hill
Contributing to local fundraisers with ticket and CD donations	Ongoing			Various

AUBURN SYMPHONY ASSOCIATION

Profit & Loss

July 2016 through June 2017

Jul '16 - Jun 17

Use of City funding

Ordinary Income/Expense

Income

Board Giving	7,115.00
Sustaining Fund	17,500.00
Merchandise Sales	807.00
Government Grants	83,332.00
Corporate Contributions	0.00
Corporate Gift Matching	2,200.46
Individual Donations	58,108.66
Foundation Grants	18,000.00
Ticket Sales - Concerts	56,419.39
Ticket Sales - Chamber	10,184.00
Fundraisers	
Gala	
Sponsorships	5,500.00
Raffle	2,980.00
Tickets	10,800.00
Donation	1,505.00
Auction	11,284.00
Total Gala	32,069.00
Concessions	1,035.00
Total Fundraisers	33,104.00
Program Advertising	14,856.25
Outreach Services	
Education	1,000.00
Total Outreach Services	1,000.00
Bank/Investment Interest	4.91
Total Income	302,631.67
Gross Profit	302,631.67

Expense

Direct Deposit Fees	30.37
Payroll Tax Expenses	
Employment Secuirty Expense	445.47
L&I Expense	157.79
Medicare Expense	435.48
Soc Sec Expense	1,862.02
Total Payroll Tax Expenses	2,900.76
Compensation - Staff	31,582.50
Administration Expense	
Board Expenses	148.58
Business Meals	289.63
Advertising	315.00
Bank Charges/Adjustments	5,805.59

315

AUBURN SYMPHONY ASSOCIATION

Profit & Loss

July 2016 through June 2017

Jul '16 - Jun 17

Use of City funding

Dues and Subscriptions	1,045.03	
Insurance	2,427.00	
Licenses and Permits	1,359.69	
Office Rent	8,694.00	
Office Supplies	986.23	
Postage	1,493.19	1493
Printing	4,593.40	4593
Professional Fees	2,781.00	
Telephone	1,283.30	
Total Administration Expense	31,221.64	
Concert Expense		
Travel	2,671.77	
Refund	26.89	
Concession Costs	963.64	
Advertising	9,486.97	9487
Postage	1,823.06	1823
Printing	7,953.54	7954
Facility Rent	9,682.75	
Music Rental	2,219.26	
Musician Meals & Flowers	1,155.44	
Recording	2,174.46	
Total Concert Expense	38,157.78	
Chamber Expense		
Advertising	97.20	
Postage	350.00	350
Printing	1,066.06	1066
Facility Rental	4,829.38	4829
Total Chamber Expense	6,342.64	
Compensation		
xMusician's Salary - Gala	75.00	
xMusician's Salary - Concert	167,510.00	29190
xMusician's Salary-Chamber	15,040.00	10000
xMusician's Salary-Education	3,900.00	3900
Total Compensation	186,525.00	
Fund Raising Expenses		
Gala Event	10,456.74	
Receptions	173.10	
Total Fund Raising Expenses	10,629.84	
Total Expense	307,390.53	
Net Ordinary Income	-4,758.86	
Net Income	-4,758.86	75,000



AGENDA BILL APPROVAL FORM

Agenda Subject:

Legislative Agenda for 2018 (Hinman)

Date:

October 19, 2017

Department:

Administration

Attachments:

[2016 Federal Legislative](#)
[2016 State Legislative](#)
[Legislative](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

Each year, the City of Auburn sets several top level State and Federal legislative priorities. The 2017 priorities are included as well as the general State priorities for 2018 that have been recently released by the Association of Washington Cities.

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

Hinman

Meeting Date: October 23, 2017

Item Number:

FEDERAL PRIORITIES

Close the online sales tax loophole and allow state and local governments to enforce their existing sales tax laws regardless of whether a purchase is made in a store, online or through a catalog retailer. Please pass e-fairness legislation.

The 1967 Supreme Court ruled it would be too much of a burden on out-of-state retailers to collect sales taxes in all the jurisdictions they conducted businesses. In 1992, the issue resurfaced and the Court elaborated that Congress ultimately has the power to resolve the question of taxation on interstate commerce.

The growth of internet sales since that time has been unprecedented. Online merchants selling in their own states are required to collect sales tax, however sales taxes are not collected at the point of sale for sales that are out of state. By contrast, the brick and mortar businesses in our local communities are required to collect sales tax at the point of service. This puts these main street retailers at a five to ten percent competitive price disadvantage to remote sellers. Rather than putting these businesses at a competitive disadvantage, we should support these main street retailers that are valuable contributors to the vitality of our community.

Congress should provide state and local governments the option to collect the sales tax already owed under current law. Collecting sales taxes on online sales will generate an estimated \$23 billion for state and local governments that can be invested in job creation, infrastructure and economic development efforts.

The City of Auburn made smart budgeting choices to effectively manage through the downturn in the economy. However, there is a backlog of infrastructure and human services needs that could be addressed if local governments were given the ability to enforce current law with respect to sales tax. Additionally, we want to ensure a level playing field for the main street businesses that are key contributors to the vitality of our community whether through sponsoring local sports teams or participating in the chamber of commerce.

Do not limit in any way the income tax exemption for municipal bonds.

As the Administration and Congress look for revenue to reduce the deficit and fund programs, the federal income tax exemption provided to interest paid on state and municipal bonds is under threat. President Obama's 2017 budget proposal would limit the tax exemption for municipal bond interest and if implemented would severely limit the ability to finance state and local infrastructure projects. It is estimated this proposal would raise costs to state and local taxpayers by \$17 billion.

This exemption has been in place since the federal income tax was instituted in 1913. It is the primary financing mechanism for state and local infrastructure projects, with three-quarters of the infrastructure projects in the U.S. built by state and local governments, and with over \$3.7 trillion in outstanding tax-exempt bonds, issued by 30,000 separate government units. Local governments save an average of 25 percent to 30 percent on interest costs with tax-exempt municipal bonds as compared to taxable bonds. These savings arise because investors are willing to accept lower interest on tax-exempt bonds in conjunction with the tax benefit.

If the federal income tax exemption is eliminated or limited, states and localities will pay more to finance projects, leading to less infrastructure investment, fewer jobs, and greater burdens on citizens who will have to pay higher taxes and fees.



Mayor
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Deputy Mayor
Largo Wales

Councilmembers
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FEDERAL PRIORITIES

Department of Justice Asset Forfeiture Program

Late December the Department of Justice (DOJ) informed state and local law enforcement that it will stop all new equitable sharing payments to state and local agencies through the federal asset forfeiture program. That decision was made based on reductions to the program included in the Omnibus Appropriations bill and the Bipartisan Balanced Budget Act. The bills reduced the asset forfeiture program by \$746 million and \$458 million respectively, for a total reduction of \$1.2 billion

Under the Asset Forfeiture program the proceeds of illegal narcotic trafficking can be re-allocated back to the local investigating task force. Those funds can then be used to further investigate upper level narcotic traffickers.

The City of Auburn participates in two local DEA Drug Task Forces the High Intensity Drug Trafficking Area program (HIDTA) Task Force which includes detectives from Auburn, Port of Seattle, Seattle, Kent, Federal Way, Tukwila and Renton, and the Tacoma DEA Task Force which includes detectives from Auburn, Puyallup, Tacoma, Bonney Lake and the Pierce County Prosecutors office.

Locally, the combined jurisdictions of the DEA drug task forces receive about \$300,000 - \$400,000 in funds from the Asset Forfeiture fund. These funds are used to pay for some of the expenses associated with managing the task force; such as, the office assistant, assigned Prosecutors and equipment. Many of our multi-jurisdiction task forces rely on these forfeited assets to continue operations. The loss of these funds may mean that local law enforcement loses the ability to sustain the task forces and combat these types of crimes.

We urge Congress to restore funding to the Asset Forfeiture program.

Invest in Local Transportation Priorities

The City supports a strong partnership with the federal government and encourages Congress to fund transportation programs that provide resources for investments in local infrastructure and transit programs to ensure everyone in our communities has access to education, training and employment.

Federal Funding

Auburn will continue to advocate on behalf of federal funding that allows the City to serve its citizens and provide services to those in need, provide for the public's safety and maintain its transportation infrastructure.

Those programs include the Community Development Block Grant, Byrne Grant funding through the Department of Justice, and Airport Improvement Funds among others.

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HOMELESSNESS

Support comprehensive policies to address homelessness and its root causes, including housing supports, addressing mental health issues as well as ensuring access to substance abuse programs.

The increase in homelessness has reached a state of emergency in King and Pierce Counties. On any given day last year in just King County nearly 10,000 people were experiencing homelessness, almost 40% or over 3,700 people were unsheltered. Population growth and regional issues of housing affordability exacerbate the problem. Studies show that every \$100 a month increase in rental rates can increase homeless population by 155 and by 39% in rural and suburban areas. With local rents skyrocketing in recent years, housing is becoming out of reach for many. Please support increased funding for federal housing assistance programs including rental assistance, section 8 vouchers, Veterans Affairs Supportive Housing and reforms such as those included HR3700, the Housing Opportunities through Modernization Act.

Experiencing homelessness often destabilizes people living with mental health or substance abuse issues making those problems even worse. Addressing these issues is also critical to ensuring people are able to access and maintain housing.

Mental Health Issues: Often those living on the streets have unaddressed mental health needs. Too often, lack of providers or available hospital beds stand in the way of those seeking treatment. The shortage of available care leaves low income patients in particular at risk for waiting for care in hospital emergency rooms until an acute-care hospital bed opens. Changing outdated Medicaid payment policies that exacerbate this shortage can help. Reforms included in S.1945 the Mental Health Reform Act and HR.2646 Helping Families in Mental Health Crisis can help. Among many other reforms to the mental health system both bills would change this outdated Medicaid payment policy to allow for hospitals to have greater numbers of beds devoted to psychiatric care.

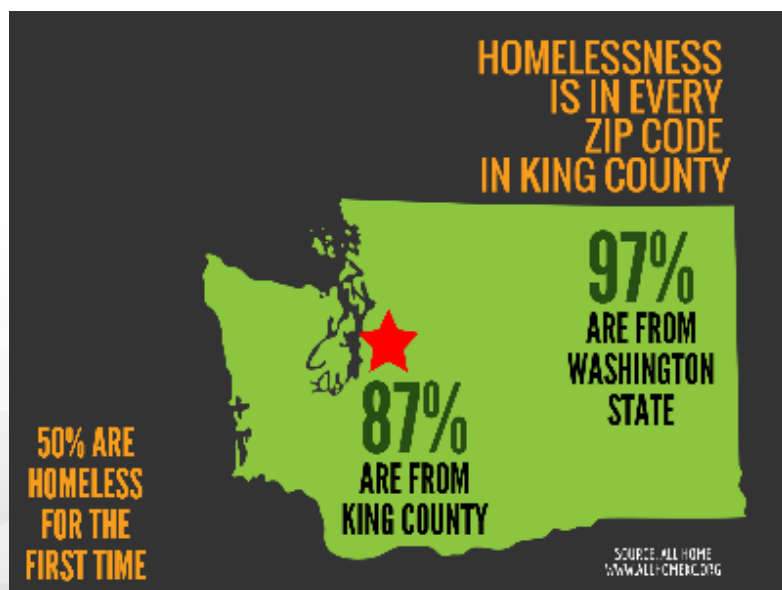
Substance Abuse and Opioid Addiction: Ensuring adequate access to substance abuse and opioid addiction treatment programs is a critical component to keeping people employed and housed.

Support funding for the SAMSHA as well as efforts to address the growing crisis of opioid addiction in our communities.

Students Reported Homeless in Washington State

2008-09	20,780
2009-10	21,826
2010-11	26,049
2011-12	27,390
2012-13	30,609
2013-14	32,494

Source: Office of Superintendent of Public Instruction



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NORTHWEST/ARTIC REGION X GSA ADMINISTRATION BUILDING RELOCATION

Continue to engage GSA and encourage them to adhere to their stated timeline releasing the Request for Qualifications for developers in March followed by a June release of the Request for Proposals for the proposed relocation of the Northwest Region X office.

Auburn has been home to the Northwest/Artic (Region X) office for a number of years and to the Auburn Complex – originally a 500 acre Army Supply Depot built in 1943 next to the rail line, and used to hold and distribute wartime equipment and supplies. Over the years the site has served many purposes including as an internment camp for Italian POWs, storage for Stryker equipment as well as home to a SSA tele-service center and conference space. Today the site consists of 135 acres including eight warehouses, six constructed in 1943 and two more in 1953, the GSA administration building built in 1954 and other facilities.

Three years ago, GSA determined that trusses were failing after 70 years of service and although a major rehabilitation project is underway for one warehouse, it wasn't cost-effective to repair the additional facilities. Today, GSA estimates the warehouse facility will be 90 percent vacant and the administration facility will be a Tier 3 asset – a non performing asset that fails to break even and requires investment.

GSA will need to relocate the employees currently housed at the Administration building. The jobs provided in Auburn are a significant contribution to our local economy. The city has been working to develop a proposal that will keep GSA located inside the City, saving time, labor and costs by keeping these important jobs within one mile of the old location and causing minimal disruption to employee's daily lives.

We understand that GSA must follow its administrative process for site selection of new facilities for employees. That process includes the release of a Request for Information (RFI) which is an innovative approach that allows stakeholders, like Auburn, to provide input on the possible exchange of the building. The GSA is then able to make informed decisions and create a deal that may dispose of surplus facilities while leveraging the asset for necessary improvements elsewhere. Auburn has been working closely with other stakeholders to develop a proposal that will create just such a win-win scenario. GSA has indicated that it will release a Request for Qualifications (RFQ) in March to evaluate developers qualifications and then a Request for Proposals in mid-2016 with an award at the end of 2016 or early 2017.





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STATE PRIORITIES

Model Toxics Control Act (MTCA)

The MTCA Fund has been a key tool for cities around the state to fund the cleanup of contaminated properties. Without MTCA funding most of these properties would remain contaminated and vacant. With the recent economic downturn, many of those MTCA dollars have been rerouted to fund operations and shore up the general fund. ***The City of Auburn would like to see a greater effort made to protect these dollars for capital projects*** so more cities can have the opportunity to undertake such vital efforts to restore contaminated properties for further use and economic development.

Storm Water and Flood Control Infrastructure Funding

The City supports efforts at the state level to provide infrastructure funding for water supply, storm water, flood control and other water projects through the capital budget. It will continue to monitor developing proposals such as the Washington Waters Act which would establish additional state level funding and programs to address water infrastructure issues including both storm water and flood protection.

Public Records

Auburn supports open and transparent government and continue to seek the best ways to meet this commitment. Unfortunately, there are a growing number of requestors who monopolize resources with broad, voluminous, commercially driven, or retaliatory requests that do not provide a public benefit proportionate to the taxpayer dollars needed to fulfill these requests. ***Cities like Auburn need additional tools to resolve conflicts outside the courtroom and the authority to charge a reasonable fee for electronic and commercial requests. We also need to address the impact changing technology has on public records.***

Extending the Benefit of SB 5761

Last year SB 5761 was passed by the Legislature in the final session. The bill provides a very select number of cities the ability to not collect property tax on new industrial/manufacturing development as an economic development tool. Auburn, like most cities may not have much open land that is zoned for industrial use, but the City does have a number of vacant properties zoned industrial with existing structures. It would be a huge help to the City if there was an option to use this tool to attract entities that plan to rehabilitate or reconstruct industrial properties.

Limiting tax imposed by city or town on a water distribution business SB 6115

SB 6115, a proposal to cap the city utility tax rate on water and sewer businesses at 6 percent. The limit could be exceeded only with voter approval. If a city utility tax rate is already greater than 6 percent, the city must decrease the rate to 6 percent by annually reducing the rate by one-tenth of the difference between the current tax rate and 6 percent. A city would not be required to reduce a current tax above 6 percent if it was implemented with voter approval. ***The City of Auburn stands with AWC and is strongly opposed to this proposal.*** This would require the City of Auburn to reduce rates that are over 6% and cause the City to lose our 1% on utilities that we dedicate to local street preservation.

Homelessness and Mental Health

The State of Washington ranks 48th out of 50 states when looking at the prevalence of mental health compared to access to care. Pierce County ranks as one of the worst counties in the nation for behavioral health access. Emergency Departments are overcrowded because people have nowhere else to turn in a mental health crisis. Military veterans live on the streets with untreated post-traumatic stress disorder. Police and first responders devote time and resources to address behavioral health problems that threaten public safety. The mentally ill are lost in the jail and justice systems where they do not belong. It is clear that Pierce County and South King need a better way to serve our homeless and mentally ill populations. ***The City would ask that the Legislature continue to support the construction of a mental hospital through the partnership of MultiCare and Franciscan and that more dollars are made available to shelter and reintegrate our homeless citizens.***

The key to growing strong cities and towns in Washington starts with addressing housing shortages and affordability, helping individuals with mental health and drug addiction issues, and providing tools to enhance local economic vitality.

The 2017 legislative session was the longest in history and yielded numerous helpful policy and budget actions for Washington's 281 cities and towns. However, critical issues remain unresolved and need to be addressed in the 2018 legislative session. The Legislature needs to swiftly adopt a capital budget so that critical community projects can move forward, and take action on the following city priorities to help our communities and state thrive.



Strengthen city tools to address housing conditions in our communities

Cities large and small are experiencing challenges with housing in their community—from shortages of affordable housing, to a lack of workforce housing, to neighborhood impacts of abandoned foreclosed properties. Cities need a variety of local option tools to address the problems of their specific local circumstances. AWC urges the Legislature to adopt:

- 1) A new construction sales tax reimbursement pilot program to attract new multi-family housing in cities outside of our urban core;
- 2) A means for cities to mitigate the impacts of abandoned and bank-owned foreclosed homes; and
- 3) Additional flexibility with existing tools such as making the optional sales tax authority for affordable housing a council decision.



Direct funds to mental health, chemical dependency, and social safety net programs

Although cities are not frontline service providers, many of the problems associated with mental health and chemical dependency show up in our communities and on our streets. Increasingly, local public safety personnel play an expanding role in addressing these impacts. AWC actively supports and will engage with those seeking to direct resources to address these challenges and will collaborate with the state, counties, and providers to find ways to deliver support services in the most effective manner.



Enhance economic development tools and programs that foster business development in cities

Economic development opportunities vary greatly across the state. Some communities have commercial or industrial areas that have deteriorated or lack the needed infrastructure for critical development, and others lack access to adequate broadband services. AWC supports expansion of current programs and funding, and will engage key legislators and stakeholders to identify tools that can help foster vital economies in all corners of our state.



Preserve state-shared revenues with cities and increase law enforcement training funds

The 2017-19 state operating budget continued to fund traditional shared revenues such as liquor revenues and municipal criminal justice assistance at the levels provided in recent years. As the Legislature considers a supplemental budget, AWC will encourage the provision of additional funding for four additional Basic Law Enforcement Academy classes during the biennium to ensure that new recruits receive training as quickly as possible.

Contact:

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AGENDA BILL APPROVAL FORM

Agenda Subject:

King County Draft 2019 Comprehensive Solid Waste Management Plan (Coleman)

Date:

October 18, 2017

Department:

Finance

Attachments:

[Memo](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

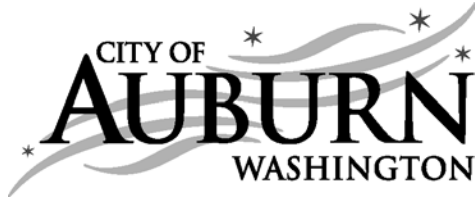
The King County Solid Waste Division is preparing to release the draft 2019 Comprehensive Solid Waste Management Plan for public review. The City has multiple opportunities to comment on the Plan throughout the approval process which runs from approximately December 2017 to March 2019.

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

Coleman

Meeting Date: October 23, 2017

Item Number:



Interoffice Memorandum

To: City Council

From: Joan Nelson, Solid Waste & Recycling Supervisor

CC: Nancy Backus, Mayor; Shelley Coleman, Finance Director; Brenda Goodson-Moore, Customer Service Manager

Date: October 13, 2017

Re: King County Preliminary Draft Comprehensive Solid Waste Management Plan

Background

Washington State law requires that each county, in cooperation with the cities located in the county, prepare a comprehensive solid waste management plan. King County's current Comprehensive Solid Waste Management Plan was adopted in 2001. King County updated the 2001 Plan in 2011 and in 2013, but those updates were not formally adopted.

The King County Solid Waste Division has been working with its two advisory committees (the Solid Waste Advisory Committee and the Metropolitan Solid Waste Management Advisory Committee) over the past year to develop the revised plan for adoption. King County distributed the preliminary Draft 2019 Comprehensive Solid Waste Management Plan (Plan) to advisory committee members on September 29, 2017, and is seeking comments from the committees prior to its release for public comment.

Approximate date	Action
Mid - December 2017 – mid February 2018	Release preliminary draft plan and draft Environmental Impact statement for public review and comment
Mid-December – mid-April	Up to 120 days Ecology review of preliminary draft and Environmental Impact Statement
May 2018	Revise preliminary draft to incorporate Ecology's comments
June – September 2018	Regional Policy Committee and King County Council adoption process
September – December 2018	120-day period City adoption process
February - March 2019	Submit final draft to Ecology and final approval (45 day period)

Discussion

The Plan presents goals, policies, and actions for managing King County's solid waste over the next six years, with consideration of the next 20 years.

The main goals include achieving zero waste of resources by 2030, and keeping tipping fees as low as reasonable. By reducing waste generation and increasing recycling, we will extend the life of the Cedar Hills Landfill which is the lowest cost disposal option.

The Plan covers the following areas: the existing solid waste system, forecasting and data, sustainable materials management, the transfer and processing system, solid waste disposal, and system financing.

The proposed 2019 Plan incorporates the following updates and changes:

- A reevaluation of the 2007 Transfer and Waste Management Plan – King County is reserving the option to retain the Renton Transfer Station at some capacity if needed and is still looking at options for the Northeast area once the Houghton Transfer Station closes
- Options to study resource recovery at transfer stations and changes to the solid waste rate structure
- Possible policy changes such as:
 - instituting mandatory recycling throughout the County
 - new construction and demolition debris recycling and disposal policies
 - a 70% recycling goal
- Consideration of anaerobic digestion and advanced materials recovery as possible transfer/processing options
- Extending the life of Cedar Hills Landfill by optimizing development of the site
- Consideration of waste-to-energy and other alternative conversion technologies as long-term disposal options, in addition to waste export



AGENDA BILL APPROVAL FORM

Agenda Subject:

Dangerous Dog (Lee)

Date:

October 18, 2017

Department:

Police

Attachments:

[Ordinance No. 5829](#)

[Hearing Examiner Appeal Form](#)

[Notice of Dangerous Dog Declaration](#)

Budget Impact:

\$0

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

Lee

Meeting Date: October 23, 2017

Item Number:

ORDINANCE NO. 5 8 2 9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CREATING A NEW CHAPTER 6.35 OF THE AUBURN CITY CODE RELATED TO DANGEROUS DOGS, HEREBY DENOMINATED AS "FRITZ'S LAW"

WHEREAS, there have been several instances within the City of Auburn where dogs have attacked, injured or damaged persons, pets and/or property; and

WHEREAS, in order to assist the City in responding to the attacks by dogs, it is appropriate for the City to review and evaluate Ordinances of other jurisdictions, studies of dangerous dogs and concerns relative thereto; and

WHEREAS, the Ordinances and literature reviewed in connection with this Ordinance, including studies, reports, news accounts, and similar documents (the legislative record) do identify concerns about the dangers associated with dangerous dogs; and

WHEREAS, in light of the other resources, materials, studies and literature reviewed in connection herewith, a review of the current code provisions of the City's Animal Control Codes revealed a need to enhance the enforcement tools to more effectively address dangerous dog cases, including enhancing some penalties, addressing training as a mitigation/enforcement tool, and providing for greater local involvement and control over some aspects of dangerous dogs.

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

Section 1. NEW CODE CHAPTER. That a new Chapter 6.35 of the City of Auburn Code, hereby denominated as "Fritz's law," is created to read as follows:

Chapter 6.35
Dangerous Dogs

Sections:

- 6.35.010 Dangerous dogs and related definitions.
- 6.35.020 Dangerous dogs -- Notice to owners -- Right of appeal -- Certificate of registration required -- Surety bond -- Liability insurance -- Restrictions.
- 6.35.030 Dangerous dogs and potentially dangerous dogs -- Requirements for restraint.
- 6.35.040 Dangerous dogs -- Confiscation -- Conditions -- Duties of animal control authority -- Penalties.

6.35.010 Dangerous dogs and related definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this Chapter.

- (1) "Potentially dangerous dog" means any dog that" when unprovoked:
 - (a) Inflicts bites on a human or a domestic animal either on public or private property;
 - (b) chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, or to cause injury or otherwise to threaten the safety of humans or domestic animals; or
 - (c) is known or should reasonably have been known by its owner to have aggressively bitten, attacked, or endangered the safety of humans or domestic animals.
- (2) "Dangerous dog" means any dog that has been declared to be a "dangerous dog" pursuant to the provisions hereof, by reason of the fact that the dog:
 - (a) killed or inflicted severe injury on a human being without provocation on public or private property;
 - (b) killed or inflicted severe injury on a domestic animal without provocation while the dog is off the owner's property;
 - (c) has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans;
 - (d) is a potentially dangerous dog, as defined in this Chapter, that has been permitted or allowed to run free and unrestrained off the property of its owner;
 - (e) is a potentially dangerous dog, as defined in this Chapter, that has harassed, tormented or caused concern for the safety of persons or domestic animals; or
 - (f) has, since the effective date of this Ordinance, demonstrated a propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

It is provided, however, that a dog shall not be declared dangerous if the basis for such declaration was a threat, injury, or damage that was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or was tormenting, abusing, or assaulting the dog or

has, in the past, been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.

It is further provided that a dog shall not be declared dangerous if the owner of the dog can show that since the incident or action giving rise to the declaration, the owner has enrolled in and completed the American Kennel Club's Canine Good Citizen® (CGC) Program, or a comparable course or program addressing dog ownership responsibilities offered by a similarly recognized entity, which alternate course or program and/or entity shall be approved by the City. However, this proviso (this opportunity to avoid a dangerous dog declaration) shall not apply where the basis for the declaration was that the dog killed or inflicted severe injury on a human being without provocation on public or private property, as set forth in Subsection (2)(a) hereof, or has killed or inflicted severe injury on a domestic animal without provocation while the dog is off the owner's property, as set forth in Subsection (2)(b) hereof, or has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans, as set forth in Subsection (2)(c) hereof. This proviso shall also not apply to instances where a dangerous dog declaration has been previously avoided because such training was given to the same owner for this or any other dog, or to any other person involving this same dog.

It is further provided that for the purposes of Subsection (2)(d) hereof, there shall be a rebuttable presumption that a dog has been permitted or allowed to run free if the dog has been previously found running free and unrestrained off the property of its owner. This presumption may be rebutted by a showing that, since the effective date of this Ordinance, the dog has not previously been found running free and unrestrained off the property of its owner, and the owner has taken reasonable steps to prevent the dog from running free and unrestrained off the property of its owner.

(3) "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

(4) "Proper enclosure of a dangerous dog" means, while on the owner's property, a dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protection from the elements for the dog.

(5) "Animal control authority" means the persons and entities responsible for enforcement of the animal control laws of the city, or such person as is designated by the Mayor, whether acting alone or in concert with other responsible persons and/or local governmental units.

(6) "Animal control officer" means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this chapter or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals, and includes any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

(7) "Owner" means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal.

6.35.020 Dangerous dogs -- Notice to owners -- Right of appeal -- Certificate of registration required -- Surety bond -- Liability insurance -- Restrictions.

(1) In addition to the enforcement authority with which the animal control authority has been vested pursuant to state law and/or the King County Code (adopted by reference pursuant to Chapter 6.32 of the City Code), the animal control authority shall be authorized to enforce the provisions of this Chapter, Provided that in connection with the enforcement of the provisions of this Chapter to seek to declare a dog within the City to be dangerous, the animal control authority shall employ the notification and appeal procedures as defined in this section, including serve notice upon the dog owner in person or by regular and certified mail, return receipt requested.

(2) The notice must state: The basis for the proposed action; the reasons the authority considers the animal dangerous; a statement that the dog is subject to registration and controls required by this chapter, including a recitation of the controls in subsections (6) and (7) of this Section; and an explanation of the owner's rights and of the proper procedure for appealing a decision finding the dog dangerous.

(3) Prior to the authority issuing its final determination, the authority shall notify the owner in writing that he or she is entitled to an opportunity to meet with the authority, at which meeting the owner may give, orally or in writing, any reasons or information as to why the dog should not be declared dangerous, including the owner's compliance with the AKC's CGC program, or comparable course or program provisions as provided herein, if applicable. The owner may also request a reasonable delay before the final determination is made if the owner has already enrolled in the AKC's CGC program, or comparable course or program, if applicable. The notice shall state the date, time, and location of the meeting, which must occur prior to expiration of ten (10) calendar days following delivery of the notice. The owner may propose an alternative meeting date and time, but such meeting must occur within the ten-day time period set forth in this section. After such meeting, the authority must issue its final determination, in the form of a written order, within ten (10) calendar days. In the event the authority declares a dog to be dangerous, the order shall include a recital of the authority for the action, a brief concise statement of the facts that support the determination, and the signature of the person who made the determination. The order shall be sent by regular and certified mail, return receipt requested, or delivered in person to the owner at the owner's last address known to the authority.

(4) The owner may appeal the authority's final determination that the dog is dangerous to the City's Hearing Examiner, which appeal shall be in accordance with the provisions herein and pursuant to the procedures of Section 1.25.090 of the City Code. Any such appeal by the owner shall be perfected by filing a written notice of such appeal with the City Clerk within fifteen (15) days of the date the owner received the final determination if the order was delivered in person, or within twenty (20) days of the date the order was mailed to the owner, by filing a written notice of appeal with the City Clerk. While the appeal is pending, the authority may order that the dog be confined or controlled in compliance with Section 6.35.030 of this Chapter and/or RCW 16.08.090. If the dog is determined to be dangerous, the owner must pay all costs of confinement and control.

(5) It is unlawful for an owner to have a dangerous dog in the City without a certificate of registration issued pursuant to this section. This Section and Sections 6.35.030 and 6.32.040 of the City Code shall not apply to police dogs as defined in Section 6.32.030 of the City Code and/or RCW 4.24.410.

(6) The animal control authority shall issue a certificate of registration to the owner of a dog deemed to be a dangerous dog if the owner presents to the animal control unit sufficient evidence of:

(a) A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog;

(b) A surety bond issued by a surety insurer qualified under RCW Chapter 48.28 in a form acceptable to the animal control authority in the sum of at least two hundred fifty thousand dollars (\$250,000), payable to any person injured by the dangerous dog, or such surety bond that otherwise meets the requirements of Section 16.08.080 RCW; or

(c) A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under Title 48 RCW in the amount of at least two hundred fifty thousand dollars (\$250,000), insuring the owner for any personal injuries inflicted by the dangerous dog, or such liability insurance that otherwise meets the requirements of Section 16.08.080 RCW.

(7) Any dog which is declared to be a "dangerous dog" pursuant to this Chapter or Chapter 16.08 RCW shall also be required to be microchipped by a veterinarian of the owner's choice, at the owner's expense. This shall be in addition to the other requirements of this Chapter and in addition to the applicable requirements for licensing as defined within this Title, and this procedure must be accomplished within thirty days after the owner's receipt of the dangerous dog declaration issued pursuant to this Chapter or Chapter 16.08 RCW.

(8) In addition to regular dog licensing fees, the owner of a dangerous dog shall pay to the City a dangerous dog registration fee in the amount of one hundred dollars (\$100) per year for the dangerous dog registration.

6.35.030 Dangerous dogs and potentially dangerous dogs -- Requirements for restraint.

(1) It is unlawful for an owner of a dangerous dog to permit the dog to be outside the proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

(2) It is unlawful for an owner of a potentially dangerous dog to permit the dog to be allowed or permitted to run free and unrestrained or off-leash or not otherwise under physical restraint of a responsible person, unless within a fenced yard or similar restraint reasonably designed to prevent the dog from running free and unrestrained.

(3) The owners of dangerous dogs and potentially dangerous dogs are responsible for taking all reasonable measures to assure that the dogs do not escape

the above restraints, the failure of which responsibility shall constitute a violation of this Chapter, punishable pursuant to Section 6.35.040 hereof.

6.35.040 Dangerous dogs -- Confiscation -- Conditions -- Duties of animal control authority -- Penalties.

Any dangerous dog shall be immediately confiscated by the animal control authority if: (a) the dog is not validly registered under Section 6.35.020 of this Chapter; (b) the owner does not secure the liability insurance coverage required under said Section 6.35.020; (c) the dog is not maintained in the proper enclosure; or (d) the dog is outside of the dwelling of the owner, or outside of the proper enclosure and not under physical restraint of the responsible person. The owner must pay the costs of confinement and control. The animal control authority must serve notice upon the dog owner in person or by regular and certified mail, return receipt requested, specifying the reason for the confiscation of the dangerous dog, that the owner is responsible for payment of the costs of confinement and control, and that the dog will be destroyed in an expeditious and humane manner if the deficiencies for which the dog was confiscated are not corrected within twenty (20) days. The animal control authority shall destroy the confiscated dangerous dog in an expeditious and humane manner if any deficiencies required by this subsection are not corrected within twenty (20) days of notification. In addition, other than where violations are prosecuted as a felony pursuant to RCW 16.08.100, any owner who violates the provisions of this Chapter shall be guilty of a gross misdemeanor punishable in accordance with Section 9.02.030 of the City Code.

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

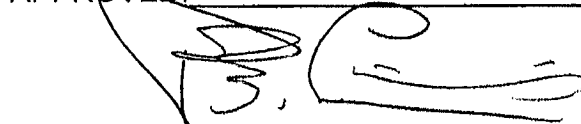
Section 3. SEVERABILITY. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

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: MAY 3 2004

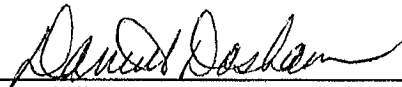
PASSED: MAY 3 2004

APPROVED: MAY 3 2004



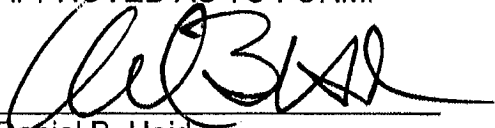
PETER B. LEWIS, MAYOR

ATTEST:



Danielle Daskam
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid
City Attorney

Published: 5-7-04

**AUBURN POLICE DEPARTMENT
ANIMAL CONTROL DIVISION**

HEARING EXAMINER APPEAL FORM

Owner

Dog

Address

Under ACC 6.35.020(D) you have a right to appeal the final determination of the Chief of Police or his designee to present any reasons, orally or in writing, why the animal should not be declared Dangerous or Potentially Dangerous:

If you fail to appear for this meeting preliminary notice will become final, and your animal(s) will be declared Dangerous or Potentially Dangerous.

If, after the initial meeting date, your animal is declared Dangerous or Potentially Dangerous you may appeal that final declaration using this form. This form must be submitted to the City Clerk by certified mail or in person within fifteen (15) days of the determination of your animal's status if the original notification was delivered to you in person, or within twenty (20) days if the original notification was mailed to you.

REQUEST FOR MEETING ON FINAL DETERMINATION

I request a meeting as provided for in ACC 6.35.020(D) to discuss the decision to declare my animal(s) as Dangerous or Potentially Dangerous in Case(s) No._____. I understand that I have the right to present reasons or information in writing or verbally as to why my animal(s) should not be declared Dangerous or Potentially Dangerous.

Signature

Printed Name/Date

Auburn City Clerk
25 W. Main St
Auburn, WA 98002-5548
Phone: 253-931-3007

CASE NUMBER: _____

OFFICER: _____

DATE ISSUED: _____

**AUBURN POLICE DEPARTMENT
ANIMAL CONTROL DIVISION**

NOTICE OF INTENT TO DECLARE A DOG AS

☐ **DANGEROUS**

☐ **POTENTIALLY DANGEROUS**

ENCLOSED:

**PACKET COVER SHEET (PAGE 1)
REASON FOR DECLARATION (PAGE 2)
HEARING NOTIFICATION FORM (PAGE 3)
REQUIREMENTS (PAGE 4 & 5)
INSURANCE FORM (Page 6)**

.....
Owner / Keeper of Dog:

Last Name: _____ First: _____ MI: _____ DOB: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Description of Dog:

Name: _____ Breed(s): _____

Color(s): _____ Markings: _____

Sex: M/F Altered: Y/N Age: _____ Microchip / Tattoo: _____

License year and number: _____ Rabies Vaccination Exp. Date: _____

Veterinarian Name: _____ Veterinarian Phone: _____

Whereabouts of dog if not at owner/keeper's residence: _____

CASE NUMBER: _____

OFFICER: _____

DATE ISSUED:_____

**AUBURN POLICE DEPARTMENT
ANIMAL CONTROL DIVISION**

TYPE AND BASIS OF DECLARATION & REASONING

Auburn Animal Control is seeking to declare your dog:

- ☐ **Dangerous**
☐ **Potentially Dangerous**

At approximately _____ hrs. on the _____ day of _____, _____. Animal Control has witnessed or been provided evidence that your animal _____

Narrative: _____

[illegible]

CASE NUMBER: _____

OFFICER: _____

DATE ISSUED: _____

**AUBURN POLICE DEPARTMENT
ANIMAL CONTROL DIVISION**

RIGHTS UPON NOTIFICATION OF PRELIMINARY DECISION

Owner

Dog

Address

Under ACC 6.35.020(C) you have a right to meet with the Chief of Police or his designee to present any reasons, orally or in writing, why the animal should not be declared Dangerous or Potentially Dangerous. The date and time of this meeting is:

Meeting Date: _____

Meeting Time: 9:00 am _____

Meeting Location: Auburn Police Department 340 E. Main Street, Ste. 201, Auburn, WA 98002

If you are unable to attend this meeting you can request the meeting be rescheduled to a reasonable time that falls within 10 calendar days of delivery of this notice.

If you fail to appear for this meeting preliminary notice will become final, and your animal(s) will be declared Dangerous or Potentially Dangerous.

If, after the meeting date, your animal is declared Dangerous or Potentially Dangerous you may appeal that final declaration using the form provided on the following page. This form must be submitted to the City Clerk by certified mail or in person within fifteen (15) days of the determination of your animal's status if the original notification was delivered to you in person, or within twenty (20) days if the original notification was mailed to you.

REQUEST FOR MEETING ON PRELIMINARY DECLARATION

I request a meeting as provided for in ACC 6.35.020(C) to discuss the preliminary decision to declare my animal(s) as Dangerous or Potentially Dangerous in Case(s) No. _____. I understand that I have the right to present reasons or information in writing or verbally as to why my animal(s) should not be declared Dangerous or Potentially Dangerous.

Signature

Printed Name/Date

DANGEROUS DOG REQUIREMENTS

Within twenty (20) days of receipt of this declaration, you are required to obtain a certificate of registration and a special license for your Dangerous Dog from the Auburn City Clerk. The license will be issued upon compliance with the following requirements:

1. Per ACC 6.35.020(f)(1): Placement of a “proper enclosure” on the owner’s / keeper’s property to confine the dog.
2. Per ACC 6.35.020(f)(1): Placement of a conspicuously displayed sign on the premises where the dog is harbored with a warning symbol that informs children or adults who cannot read of the presence of a dangerous dog.
3. Per ACC 6.35.020(f)(2): A surety bond issued by a surety insurer qualified under chapter 48.28 R.C.W. in a sum of not less than \$250,000 payment to a person injured by the dog, or a policy of liability insurance issued by an insurer qualified under title 48 R.C.W. in an amount not less than \$250,000 insuring the owner or keeper for personal injuries inflicted by the dog. (OR)
4. Per ACC 6.35.020(f)(3): A policy of liability insurance, such as homeowner’s insurance, issued by an insurer qualified under RCW Title 48 in the amount of at least \$250,000, insuring the owner for any personal injuries inflicted by the dangerous dog, or such liability insurance that otherwise meets the requirements of RCW 16.08.080.
5. Per ACC 6.35.080 (A): If the Dangerous Dog is taken outside the required enclosure, such dog shall be muzzled and restrained by a substantial leash or chain and under the physical control of a person sixteen (16) years or older who is capable of restraining such animal.
6. Per ACC 6.35.020 (g): Any dog which is declared to be a “dangerous dog” pursuant to this chapter or Chapter 16.08 RCW shall also be required to be microchipped by a veterinarian of the owner’s choice, at the owner’s expense. This shall be in addition to the other requirements of this chapter and in addition to the applicable requirements for licensing as defined within this title, and this procedure must be accomplished within 30 days after the owner’s receipt of the dangerous dog declaration issued pursuant to this chapter or Chapter 16.08 RCW.
7. The special license fee for a Dangerous Dog is \$500.00 per year, in addition to the regular license fee.

POTENTIALLY DANGEROUS DOG REQUIREMENTS

Within twenty (20) days of receipt of this declaration you are required to provide obtain a certificate of registration and a special license for your Potentially Dangerous Dog from the Auburn City Clerk. The license will be issued upon compliance with the following requirements:

1. Per ACC 6.35.030: Placement of a “proper enclosure” on the owner’s / keeper’s property to confine the dog.
2. Per ACC 6.35.030: If the Dangerous Dog is taken outside the required enclosure, such dog shall be restrained by a substantial leash or chain and under the physical control of a person sixteen (16) years or older who is capable of restraining such animal.
3. Per ACC 6.35.035: The notice of potentially dangerous dog form, available from the city clerk, shall be filed.
4. Per ACC 6.35.035: The special license fee for a Potentially Dangerous Dog is \$100.00, and the annual renewal fee is \$100.00.

CASE NUMBER: _____

OFFICER: _____

DATE ISSUED: _____

**AUBURN POLICE DEPARTMENT
ANIMAL CONTROL DIVISION**

**DANGEROUS DOG
INSURANCE REQUIREMENT FORM**

Owner/Keeper of dog:

Last Name: _____ First: _____ MI: _____ DOB: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Description of dog:

Name: _____ Breed(s): _____

Color(s): _____ Markings: _____

Sex: M/F Altered: Y/N Age: _____ Microchip / Tattoo: _____

TO INSURANCE/BOND AGENT:

The above described animal has been declared a Dangerous Dog by the Auburn Police Department Animal Control Division per ACC 6.01 and 6.35, due to: _____

Per ACC 6.35.020(f)(2)&(3): The owner/keeper of this animal must obtain a surety bond issued by a surety insurer qualified under chapter 48.28 R.C.W. in a sum not less than \$250,000 payable to a person injured by the dog, and a policy of liability insurance issued by an insurer qualified under title 48 R.C.W. in an amount not less than \$250,000 insuring the owner or keeper for personal injuries inflicted by the dog.

Additionally, written notice must be provided to the City of Auburn Police Department within 30 days of cancellation, reduction of limits, or termination of coverage.

Please complete and sign this form, and return with a copy of the policy to the Auburn Police Department, Animal Control Division, 340 E. Main Street, Ste. 201, Auburn, WA 98002. (253) 931-3080 FAX (253) 931-5108. Thank You.

Insurance/Bond Agent:

Name: _____ Address: _____

Phone: _____ Company Name: _____ Policy Number: _____

CASE NUMBER:_____ OFFICER:_____ DATE ISSUED:_____

Date: _____ Insurance/Bond Agent: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

King County Court Update (Roscoe)

Date:

October 19, 2017

Department:

Human Resources

Attachments:

[Court Update](#)

Budget Impact:

\$0

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

Meeting Date: October 23, 2017

Item Number:

2014 - 2017 Court Costs

Historical Expenditures: 2014-2017 (Projected)

District Court

Contracted with King County

	2014	2015	2016	2017 (Projected)
District Court Expenditures	\$ 1,654,206	\$ 1,662,606	\$ 1,798,294	\$ 1,801,959

Projected Comparison: 2014-2017

Municipal Court & Probation

	2014	2015	2016	2017 (Projected)
Municipal Court Expenditures	\$ 1,523,360	\$ 1,553,272	\$ 1,571,384	\$ 1,608,818
Probation Expenditures	\$ 1,397,902	\$ 1,423,734	\$ 1,417,391	\$ 1,468,083
Total	\$ 2,921,261	\$ 2,977,006	\$ 2,988,775	\$ 3,076,901
	\$ (1,267,055)	\$ (1,314,400)	\$ (1,190,481)	\$ (1,274,942)

Auburn's Case Filings

Year	Filings	
2012	11,700	*
2013	10,626	
2014	13,687	
2015	12,408	
2016	12,571	
2017	13,326	**

*2012 was both Auburn Municipal Court & King County District Court

**2017 is projected Case Filings

City of Auburn contributions based on % of ADP to Total Members

Year	ADP	Total
2013	122	\$ 6,677,969
2014	97	\$ 5,504,537
2015	79	\$ 3,658,863
2016	79	\$ 4,019,473
2017	62	\$ 3,877,672
2018	51	\$ 4,033,091

The City pays a percentage of the total operations costs based upon the ADP count April 1 - March 31 of the previous year. For 2018 percentage; April, 1 2016 - March 31, 2017 ADP is used.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Shopping Cart Update (Snyder)

Date:

October 18, 2017

Department:

CD & PW

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

The City is currently having open discussions with local stores that have carts available for the public to use while shopping. These discussions cover two main topics:

1. How can the City enhance its process to improve cooperation with the stores.
2. What activities or initiatives can the stores do to assist in the reduction of carts being abandoned outside their properties and around the city.

The end goal of these discussions is to develop a process that will work for the City and stores within the City and not be overly complicated or burdensome to either party.

The shopping cart briefing scheduled for the study session on October 23rd will go into further detail about possible options and processes used by other cities.

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

Snyder

Meeting Date:

October 23, 2017

Item Number:



AGENDA BILL APPROVAL FORM

Agenda Subject:

2017 Draft Interlocal Agreement for SCATBd (Snyder)

Date:

October 17, 2017

Department:

CD & PW

Attachments:

[Draft Interlocal Agreement](#)
[Operating Procedures](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

The South King County Area Transportation Board (SCATBd) is a Board of elected officials representing South King County jurisdictions for the purpose of information sharing, consensus building, and coordinating to resolve transportation issues, identifying priorities, making recommendations, and promoting transportation plans and programs that benefit the South King County area. The Board operates under an interlocal agreement that is revised every 2 to 4 years. The last agreement was approved by the City Council on August 5, 2013 and expires on December 31, 2017.

Attached please find the draft Interlocal agreement that has been reviewed by the members of SCATBd and would provide for the continuation of the Board through December 31, 2019 with the ability to extend through December 31, 2021. The interlocal agreement adopts Operating Procedures for the Board, the notable proposed revisions from the existing 2013 operating procedures include the following:

Section 1.C. - Text has been added clarifying the role of SCATBd.

Section 1.D. – This provides two additional jurisdictions with voting rights on Sound Transit issues. These include Enumclaw and Black Diamond who are both currently located outside the Regional Transit Authority (RTA) for Sound Transit. Note that in 2013 Maple Valley and Covington were given voting rights on Sound Transit issues; however, only a portion of Covington is within the RTA.

Section 1.D. – Changes Pierce Counties status from a limited voting partner with the opportunity to vote on “Other “ issues to a full non-voting member on all issues. This puts Pierce County in the same class as WSDOT and Sound Transit on the Board.

Section 1.D. – Added Clarification as to why Renton is not a voting member on Sound Transit issues. Renton is also a member of the Eastside Transportation Partnership and has voting right on sound Transit issues on that board.

King County, who manages the Board, is seeking concurrence with the draft agreement and operating procedures in order to process these through the King County Council before the expiration date of December 31, 2017.

Reviewed by Council Committees:

Councilmember:

Staff:

Gaub

Meeting Date: October 23, 2017

Item Number:

South County Area Transportation Board Agreement

Parties to Agreement

City of Algona
City of Auburn
City of Black Diamond
City of Burien
City of Covington
City of Des Moines
City of Enumclaw
City of Federal Way
City of Kent
City of Maple Valley
City of Milton
City of Normandy Park
City of Pacific
City of Renton
City of SeaTac
City of Tukwila
Muckleshoot Indian Tribe
King County

Transmitted to parties for approval and signature on_____.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called “Algona”; the CITY OF AUBURN, hereafter called “Auburn”; the CITY OF BLACK DIAMOND, hereafter called “Black Diamond”; the CITY OF BURIEN, hereafter called “Burien”; the CITY OF COVINGTON, hereafter called “Covington”; the CITY OF DES MOINES, hereafter called “Des Moines”; the CITY OF ENUMCLAW, hereafter called “Enumclaw”; the CITY OF FEDERAL WAY, hereafter called “Federal Way”; the CITY OF KENT, hereafter called “Kent”; the CITY OF MAPLE VALLEY, hereafter called “Maple Valley”; the CITY OF MILTON, hereafter called “Milton”; the CITY OF NORMANDY PARK, hereafter called “Normandy Park”; the CITY OF PACIFIC, hereafter called “Pacific”; the CITY OF RENTON, hereafter called “Renton”; the CITY OF SEATAC, hereafter called “SeaTac”; the CITY OF TUKWILA, hereafter called “Tukwila”; the MUCKLESHOOT INDIAN TRIBE; and KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County” as members of the South County Area Transportation Board.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the South County Area Transportation Board has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the south King County area;

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

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the South County Area Transportation Board as the transportation board for the south King County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all of the following issues before the South County Area Transportation Board, unless otherwise noted, including:

1. Administrative issues, such additional members and use of dues
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs and projects.
6. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2 Members with Limited Voting Rights: The South County Area Transportation Board may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to this agreement in attendance at a regular meeting.

1. Recommendations to WSDOT on policies, programs and projects.
2. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2(a) Such members and voting rights, if any, shall be listed in operating procedures to be adopted by the South County Area Transportation Board.

2.3 Non-Voting Members: The South County Area Transportation Board may add non-voting members by unanimous vote of the parties to this agreement in attendance at a regular meeting. The South County Area Transportation Board may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3(a) Such members shall be included in operating procedures to be adopted by the South County Area Transportation Board.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows:

Full Voting Members	Number of Representatives
City of Algona	1
City of Auburn	1
City of Black Diamond	1
City of Burien	1
City of Covington	1
City of Des Moines	1
City of Enumclaw	1
City of Federal Way	1
City of Kent	1
City of Maple Valley	1
City of Milton	1
City of Normandy Park	1
City of Pacific	1
City of Renton	1
City of SeaTac	1
City of Tukwila	1
Muckleshoot Indian Tribe	1
King County	3

3.2 Elected officials shall be appointed to the South County Area Transportation Board by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The South County Area Transportation Board shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair and vice-chair shall be elected per the operating procedures and shall be responsible for setting meeting agenda, running meetings and any other activities identified in the operating procedures.

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the South County Area Transportation Board. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency, in its sole discretion, shall determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining the South County Area Transportation Board membership rosters and distribution lists; arranging for Board meetings, including scheduling, agendas and rooms; collecting, administering and disbursing Board dues; providing Board meeting support to the chair and vice chair; attending Board meetings; and preparing Board meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 **Yearly Dues:** The South County Area Transportation Board members shall pay a minimum of \$100.00 per full voting representatives in annual dues to remain members in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100.00, and any dues required by limited or non-voting members, will be determined by the South County Area Transportation Board as prescribed in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the South County Area Transportation Board. The designated Lead Agency shall not be required to pay yearly dues.

6.2 **Annual Review of Financing:** The South County Area Transportation Board shall determine by June 30 of each year whether additional annual dues above \$100.00 per voting representatives will be required of the South County Area Transportation Board member jurisdictions for the following year.

6.3 **Additional financial contributions:** If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 **Modification to Agreement Required:** If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair of the South County Area Transportation Board at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to the South County Area Transportation Board and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2019, provided that unless terminated earlier in accordance with Section 9.0, this Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2020 and ending no later than December 31, 2021.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being extended or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

City of Algona

City of Auburn

City of Black Diamond

By:_____

By:_____

By:_____

Date: _____

Date: _____

Date: _____

City of Burien

City of Covington

City of Des Moines

By:_____

By:_____

By:_____

Date: _____

Date: _____

Date: _____

City of Federal Way

City of Kent

City of Maple Valley

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Normandy Park

City of Pacific

City of Renton

By:_____

By:_____

By: _____

Date:_____

Date:_____

Date: _____

City of SeaTac

City of Tukwila

Muckleshoot Indian Tribe

By:_____

By:_____

By:_____

Date:_____

Date: _____

Date: _____

King County

By:_____

Date: _____

SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd)

OPERATING PROCEDURES

Revised September 28, 2017 ~~November, 2013~~

The purpose of these procedures is to guide the conduct of business of the South County Area Transportation Board (SCATBd) and its subcommittees ~~Technical Advisory Committee (TAC)~~. These procedures shall be reviewed and revised annually as needed.

I. SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd)

A. Mission:

The Board shall serve as a South County forum for information sharing, consensus building, and coordination to resolve transportation issues, identify priorities, make recommendations, and promote transportation plans and programs that benefit the South County area. (*Mission Statement adopted January 16, 1996*)

B. Goals:

(*Goals adopted July 19th, 1994, and subsequently amended*)

~~Goal 1: ——— Develop and promote a transportation system that will provide personal mobility choices for South County residents consistent with the transportation goals of the Growth Management Act and;~~

~~Goal 2:~~ Develop and promote intermodal transportation and related actions that accommodate economic development, through integrated, efficient movement of people, freight and goods, within the South County and contiguous areas.

C. Role:

The SCATBd is the forum established for the South King County area at which elected officials may provide input into local, regional, state and federal transportation-related issues or any other related issues as the members determine, including, but not limited to, the following:-

A. Recommendations for Federal and State transportation legislation, regional project identification, and Countywide project selection

B. Development and changes to the King County Metro Strategic Plan for Public Transportation and implementation of transit service priorities

C. Recommendations to Sound Transit on its plans and implementation of projects and services, consistent with the principle of subarea equity and other financial policies.

D. Coordination with the Eastside Transportation Partnership and the SeaShore Transportation Forum on national, state, countywide and regional transportation issues.

E. Other transportation related issues as the members determine.

D. Membership and Voting:

Membership shall be extended to the following local jurisdictions and agencies. The Board shall operate by consensus whenever possible, but in those matters requiring a vote, voting shall be assigned as indicated below:

The voting members of SCATBd and their voting rights shall be as follows:

Full Voting Members	Number of Reps.	Voting Rights				
		Membership and Dues ¹	Sound Transit ²	Metro Transit ³	Regional Competition ⁴	Other ⁵
City of Algona	1	Yes	Yes	Yes	Yes	Yes
City of Auburn	1	Yes	Yes	Yes	Yes	Yes
City of Black Diamond	1	Yes	Yes No	Yes	Yes	Yes
City of Burien	1	Yes	Yes	Yes	Yes	Yes
City of Covington	1	Yes	Yes	Yes	Yes	Yes
City of Des Moines	1	Yes	Yes	Yes	Yes	Yes
City of Enumclaw	1	Yes	Yes No	Yes	Yes	Yes
City of Federal Way	1	Yes	Yes	Yes	Yes	Yes
City of Kent	1	Yes	Yes	Yes	Yes	Yes
City of Maple Valley	1	Yes	Yes	Yes	Yes	Yes
City of Milton	1	Yes	Yes	Yes	Yes	Yes
City of Normandy Park	1	Yes	Yes	Yes	Yes	Yes
City of Renton ⁶	1	Yes	No	Yes	Yes*	Yes
City of SeaTac	1	Yes	Yes	Yes	Yes	Yes
City of Tukwila	1	Yes	Yes	Yes	Yes	Yes
City of Pacific	1	Yes	Yes	Yes	Yes	Yes
Muckleshoot Indian Tribe	1	Yes	Yes	Yes	Yes	Yes
King County	3 ⁷	Yes	Yes	Yes	Yes	Yes

~~The limited voting members of SCATBd and their voting rights shall be as follows:~~

Limited Voting Members	Number of Reps.	Voting Rights				
		Membership and Dues	Sound Transit	Metro Transit	Regional Competition	Other
Pierce County	1	No	No	No	No	Yes

The non-voting members of SCATBd shall be as follows:

Non-Voting Member	Number of Representatives
Pierce Transit	1
Port of Seattle	1
Port of Tacoma	1
Puget Sound Regional Council	1
South Sound Chambers of Commerce Coalition	1

¹Administrative issues, such additional members and use of dues

²Recommendations to Sound Transit on policies and capital and service plans and implementation

³Recommendations to King County Metro Transit on policies and capital and service plans and implementation

⁴Identification of projects for the regional competition, if prescribed by process approved by the King County caucus of the Transportation Policy Board (*projects in Renton south of the Cedar River)

⁵Other recommendations including

- Recommendations to WSDOT on policies, programs and projects.
- Recommendations to the PSRC on plans, policies, programs and projects such as the Transportation 2040 update and regional funding policies, strategies or programs.
- Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
- Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

⁶ Renton is currently authorized to vote on Sound Transit matters only under the Eastside subarea, through the Eastside Transportation Partnership.

⁷ King County has three representatives: two King County Councilmembers and the King County Executive

Sound Transit	1
Washington State Department of Transportation	1
<u>Pierce County</u>	<u>1</u>

Other ~~limited voting and~~ non-voting members may be added as the Board determines. Each ~~limited voting and~~ non-voting member should appoint one representative and one alternate to the Board. ~~The limited voting member designated alternate may vote in place of designated limited voting representatives in the absence of the designated limited voting representative.~~

E. Officers:

1. Chair: Responsible for 1) conducting and ensuring fair opportunity for discussion, 2) signing correspondence and speaking on behalf of SCATBd, 3) providing direction on agenda preparation.
2. Vice-Chair: Responsible to act as chair in his/her absence.
3. Term of Office: One year from January. Elections in December, nominations in November.
4. Officers must be elected officials.

F. Meeting Schedule:

The regular meeting date for SCATBd shall be the third Tuesday of the month, from 9:00 a.m. to 11:00 a.m. The meeting location shall be held at an appropriate location within South King County. The agenda package shall be distributed in advance of the meeting. Adjustments to the regular meeting schedule and meeting location shall occur as needed.

G. Board Actions Require a Quorum of Full Voting Members:

1. **A quorum is:** 50 percent plus 1 full voting members.
2. **Type of Actions Board Can Take:** The Board may undertake activities consistent with its purpose and shall prepare an annual calendar work program for the following year for submittal to its member jurisdictions by January 31 of each year, to be sent out to members periodically for feedback and updates.
3. **Type of Actions Board Cannot Take:** ~~The Board cannot take action to approve/disapprove or adopt any position on behalf of member jurisdictions/agencies without authorization to do so from those jurisdictions.~~ In issuing communication or statements, the Board will act on behalf of the entire region represented by South County Area Transportation Board and not on it should be made clear that the Board is not acting on behalf of individual its member jurisdictions/agencies.
4. **Schedule for Action Items:** Action items will be presented at one meeting and acted on at a second meeting unless three-quarters of the voting Board members present agree that the circumstances require action to be taken at that time PROVIDED that there is a quorum of voting members (at least 50 percent plus one).
5. **Minority Statements:** Any individual full voting Board member or limited voting member shall have the right at the time of the vote to request that a statement of a minority position be included in Board communications or otherwise distributed with an approved Board statement.

H. Subcommittees of the Board:

Subcommittees of the Board shall be established as needed, such as a legislative priorities committee or Technical Advisory Committee. 7

~~II. TECHNICAL ADVISORY COMMITTEE~~

~~A. Purpose:~~

~~The TAC shall provide technical assistance as requested by the Board and shall advise the Board on emergent transportation issues for the Board's consideration including regional project identification and countywide project selection.~~

~~B. Membership:~~

~~Each SCATBd member (full, limited, or non-voting member) shall appoint an appropriate representative to the Technical Advisory Committee (TAC).~~

~~C. Meeting Schedule:~~

~~The TAC shall meet when requested by the Board to provide technical assistance and advise on emergent transportation issues.~~

~~III. II. MEETING PROCEDURES OTHER~~

~~A. Standard Agenda:~~

~~The SCATBd agenda shall follow this standard format unless unusual circumstances require a different arrangement.~~

1. Call to Order
2. Approval of Minutes
3. Report of the Chair, Vice Chair, transportation agencies and organizations
4. Major Agenda Topics
5. Communications and Public Comment
6. Good of the Order
- ~~1. Call to Order~~
- ~~2. Approval of Minutes~~
- ~~3. Report of the Chair~~
- ~~4. Communications and Citizens' Requests to Comment~~
- ~~5. Major Agenda Topics~~

B. Robert's Rules of Order:

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the convention in all cases to which they are applicable and in which they are not inconsistent with the South County Area Transportation Board Interlocal Agreement and these operating procedures.

B.C. Audience Comments during Meetings:

At the Chair's discretion, comments may be taken from the audience. The Chair should call on audience members wishing to make comments. SCATBd members can ask to have audience members speak. Audience comments should be limited to two minutes.

C.D. Distribution of Materials:

Letters and documents may be distributed with the agenda at the direction of the Chair as authorized by the policies and procedures of the jurisdiction providing staff support.

D.E. Citizen Involvement:

Interested citizen groups shall be placed on the distribution list for Board meetings to ensure that those groups are kept informed of Board activities.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Matrix

Date:

October 18, 2017

Department:

Administration

Attachments:

[Matrix](#)
[SFAs](#)

Budget Impact:

\$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: October 23, 2017

Item Number:

COUNCIL MATRIX

NO.	TOPIC	Chair		STAFF LEAD(S)	STUDY SESSION REVIEW DATE(S)	COUNCIL DISCUSSION SUMMARY	ACTION DATE
1	Capital Projects Update and Featured Capital Project Discussion	Chair Wagner Chair DaCorsi	Vice	Director Snyder	12/11/2017		
2	Community Sustainability Series: Economic and Statutory Considerations for Municipalities	Chair Wagner Chair DaCorsi	Vice	Director Snyder	Rescheduled for later this year		
3	IT Update on Digital Parity	Chair Wagner Chair DaCorsi	Vice	Director Haugan	12/11/2017		
4	Code Enforcement Presentation	Chair Wagner Chair DaCorsi	Vice	Director Snyder	2018		
5	Property at 104th and 102nd and Plans for the Green River Park	Chair Wagner Chair DaCorsi	Vice	Director Snyder	12/11/2017		
6	118th Avenue SE Roadway Issue	Chair Wagner Chair DaCorsi	Vice	Director Snyder	12/11/2017		
7	Density Calculation	Chair Wagner Chair DaCorsi	Vice	Director Snyder	12/11/2017		
8	Centers Designation Overview	Chair Wagner Chair DaCorsi	Vice	Director Snyder	12/11/2017		
9	Traffic Calming	Chair Wagner Chair DaCorsi	Vice	Director Snyder	2/26/2018		
10	Business Shopping Carts	Chair Peloza Vice Chair Baggett		Director Snyder	10/23/2017		
11	Auburn Avenue Theater	Chair Peloza Vice Chair Baggett		Director Faber	1/8/2018		
12	Update on King County District Court - Past three years costs and future budget	Chair Peloza Vice Chair Baggett		Director Roscoe	10/23/2017		
13	Dangerous Dogs	Chair Peloza Vice Chair Baggett		Chief Lee	10/23/2017		
14	Third Quarter Financial Report	Chair Baggett Chair Wagner	Vice	Director Coleman	TBD		
15	Council Budget Priorities	Chair Baggett Chair Wagner	Vice	Director Coleman	11/27/2017		
16	Legal Rights for Undocumented Residents	Chair Trout-Manuel Chair Wales	Vice	Director Hinman	future meeting		
17	Additional funding for the Community Block Grant Matching Funds	Chair Trout-Manuel Chair Wales	Vice	Director Hinman	11/13/2017		
18	Update on Overnight Shelter	Chair Trout-Manuel Chair Wales	Vice	Director Hinman	11/13/2017		

SPECIAL FOCUS AREAS

HEALTH & HUMAN SERVICES	FINANCE & ECONOMIC DEVELOPMENT	PUBLIC WORKS & COMMUNITY DEVELOPMENT	MUNICIPAL SERVICES
HUMAN SERVICES FUNDING PUBLIC WELLNESS DOMESTIC VIOLENCE SERVICES HOMELESSNESS SERVICES AFFORDABLE HOUSING COMMUNITY SERVICES HUMAN RESOURCES MEDICAL COMMUNITY RELATIONS	CITY BUDGET & AMENDMENTS RISK MANAGEMENT EQUIPMENT RENTAL FACILITIES CITY REAL PROPERTY LEGAL DEVELOPMENT INCENTIVES BUSINESS DEVELOPMENT ECONOMIC DEVELOPMENT STRATEGIES	UTILITIES ZONING, CODES & PERMITS INNOVATION & TECHNOLOGY TRANSPORTATION STREETS ENGINEERING CAPITAL PROJECTS SUSTAINABILITY ENVIRONMENTAL PROTECTION CULTURAL ARTS & PUBLIC ARTS PLANNING	POLICE SCORE JAIL DISTRICT COURT PARKS & RECREATION ANIMAL CONTROL SOLID WASTE EMERGENCY PLANNING AIRPORT AIRPORT BUSINESSES SISTER CITIES MULTIMEDIA
Councilmember Trout-Manuel, Chair Deputy Mayor Wales, Vice Chair	Councilmember Baggett, Chair Councilmember Wagner, Vice Chair	Councilmember Wagner, Chair Councilmember DaCorsi, Vice Chair	Councilmember Peloza, Chair Councilmember Baggett, Vice Chair
2017 MEETING DATES March 13, 2017 May 8, 2017 July 10, 2017 September 11, 2017 November 13, 2017	2017 MEETING DATES March 27, 2017 May 22, 2017 July 24, 2017 September 25, 2017 November 27, 2017	2017 MEETING DATES April 10, 2017 June 12, 2017 August 14, 2017 October 9, 2017 December 11, 2017	2017 MEETING DATES April 24, 2017 June 26, 2017 August 28, 2017 October 23, 2017 December 26, 2017