	<p style="text-align: center;">City Council Meeting April 15, 2019 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE!</p> <p style="text-align: center;">Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

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

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

- C. Correspondence - (There is no correspondence for Council review.)

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. CONSENT AGENDA

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

- A. Minutes of the April 1, 2019 Special City Council Meeting
- B. Minutes of the April 1, 2019 Regular Council Meeting
- C. Claim Vouchers (Coleman)
Claim vouchers 453171 through voucher 453358 in the amount of \$5,849,849.27 and one wire transfer in the amount of \$486,068.58 dated April 15, 2019.

D. Payroll Vouchers (Coleman)

Payroll check numbers 538399 through 538421 in the amount of \$252,854.44, electronic deposit transmissions in the amount of \$1,978,383.44 for a grand total of \$2,231,237.88 for the period covering March 28, 2019 to April 10, 2019.

E. Public Works Project No. CP1725

Approve Change Order No. 1 in the amount not to exceed \$165,878.00 to Contract No. 18-09 for work on Project No. CP1725, 2018 Citywide Patch and Overlay Project

F. Public Works Project No. CP1802

Award Contract No. 19-01, to McClure and Sons, Inc. on their low bid of \$832,159.00 plus Washington State sales tax of \$83,215.90 for a total contract price of \$915,374.90 for Project No. CP1802, Green River Pump Station Emergency Power Project

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. RESOLUTIONS

A. Resolution No. 5414

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an intergovernmental land transfer agreement between the City of Auburn and King County for the transfer of drainage facilities, properties, and easements and to accept the land transfer

(RECOMMENDED ACTION: Move to adopt Resolution No. 5414.)

B. Resolution No. 5417

A Resolution of the City Council of the City of Auburn, Washington, setting a public hearing to consider the vacation of right-of-way north of 10th Street NE and east of Auburn Way North, within the City of Auburn, Washington

(RECOMMENDED ACTION: Move to adopt Resolution No. 5417.)

C. Resolution No. 5420

A Resolution of the City Council of the City of Auburn, Washington, authorizing the City to apply for and, if awarded, to accept grant funds in the amount of up to \$150,000.00 from the Washington State Department of Transportation, Aviation Division, to perform the construction of the Auburn Municipal Airport Runway Enhancement Project for the Auburn Municipal Airport and authorizing the execution of the grant agreement therefore

(RECOMMENDED ACTION: Move to adopt Resolution No. 5420.)

D. Resolution No. 5422

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to negotiate, execute, and administer the Auburn School District School Resource Officer Agreement.

(RECOMMENDED ACTION: Move to adopt Resolution N. 5422.)

XI. MAYOR AND COUNCILMEMBER REPORTS

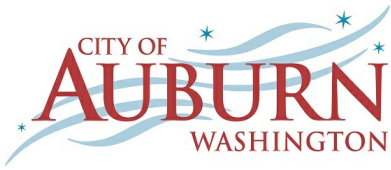
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 1, 2019 Special City Council Meeting

Department:

Administration

Attachments:

[04-01-2019 Special Meeting Minutes](#)

Date:

April 11, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

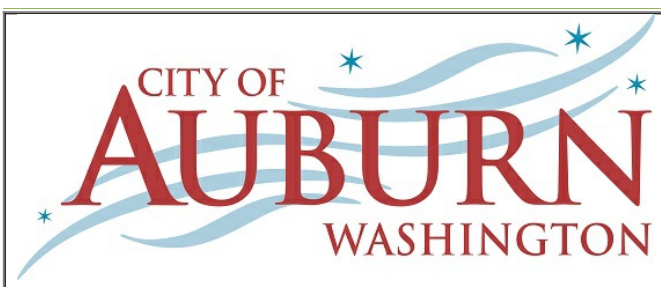
Revised Budget: \$0

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

Meeting Date: April 15, 2019

Staff:

Item Number: CA.A



**Special City Council Meeting
April 1, 2019 - 6:00 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

Mayor Nancy Backus called the meeting to order at 6:02 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

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

Department directors and staff members present included: City Attorney Steve Gross, Director of Finance Shelley Coleman, Assistant Finance Director Kevin Fuhrer, Police Chief Bill Pierson, Director of Public Works Ingrid Gaub, Assistant Director of Innovation and Technology Ashley Riggs, Director of Parks, Art and Recreation Daryl Faber, Director of Human Resources and Risk Management Candis Martinson, Director of Administration Dana Hinman, and City Clerk Shawn Campbell.

II. DISCUSSION ITEMS

A. Funding Options

Continue new revenue option discussion.

Councilmember DaCorsi presented Council with his recommendations to the City Budget.

Director Coleman shared what result Councilmember DaCorsi's proposed changes would have on fund balances.

Mayor Backus noted the City has not been spending irresponsibly, but the City has lost revenue in various areas due to revenue streams being reduced by the State of Washington.

Director Coleman reviewed the various funds within the City. She explained the only fund that is a part of this discussion is the General Fund. She reviewed the expenses that come from the general fund and the revenue that goes into the general fund. She reviewed the increased costs to the general fund, the waived revenues and fees for the four blocks around City Hall, the discretionary and nondiscretionary spending in the general fund, the public safety contract history, salary and benefit increases from 2015-

2019, the costs around homelessness, human and wellness services costs, and various revenue options.

Council discussed the history of why the City changed from Association of Washington Cities insurance pool to Premier Blue Cross.

Councilmember DaCorsi stated the Council needs to decide soon if they would like to go to the public for a vote on one of the revenue options.

III. **ADJOURNMENT**

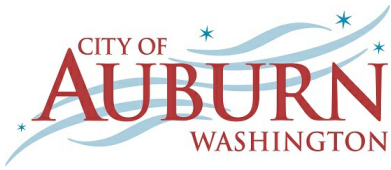
There being no further business to come before the Council, the meeting adjourned at 6:56 p.m.

Approved this 15th day of April, 2019.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 1, 2019 Regular Council Meeting

Department:

Administration

Attachments:

[04-01-2019 Minutes](#)

Date:

April 11, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

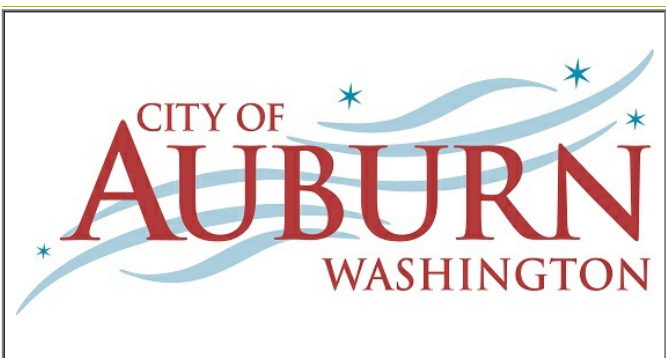
Revised Budget: \$0

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

Meeting Date: April 15, 2019

Staff:

Item Number: CA.B

	<p style="text-align: center;">City Council Meeting April 1, 2019 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE!</p> <p style="text-align: center;">Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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I. **CALL TO ORDER**

A. **Pledge of Allegiance**

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

B. **Roll Call**

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

Department directors and staff members present included: City Attorney Steve Gross, Director of Finance Shelley Coleman, Assistant Finance Director Kevin Fuhrer, Police Chief Bill Pierson, Director of Public Works Ingrid Gaub, Assistant Director of Innovation and Technology Ashley Riggs, Director of Parks, Art and Recreation Daryl Faber, Director of Human Resources and Risk Management Candis Martinson, Director of Administration Dana Hinman, and City Clerk Shawn Campbell.

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

A. **Presentation of Life Saving Award**

Chief Bill Pierson will present a Life Saving Award to Officer Damon Hewin.

Mayor Backus and Chief Pierson presented Officer Damon Hewin the Life Saving award.

Officer Hewin introduced his family and stated helping people and being able to making a difference is why he became a police officer.

B. **Arbor Day Proclamation**

Mayor Backus to proclaim April 18, 2019 as "Arbor Day" in the city of Auburn.

Mayor Backus read and proclaimed April 18th as Arbor Day in the City of Auburn.

Parks, Arts & Recreation Director Faber thanked the Mayor and Council for their support of this program.

C. 2019 Heritage Tree Proclamation

Mayor Backus to proclaim the Douglas Fir, located at Auburndale Park, as our "2019 Heritage Tree" in the city of Auburn.

Mayor Backus read and proclaimed the 2019 Heritage Tree.

Parks, Arts & Recreation Director Faber thanked the Mayor and Council for their support of this program. He also shared this year's Heritage Tree is located in Auburndale Park.

D. Sexual Assault Awareness Month

Mayor Backus to proclaim April 2019 as "Sexual Assault Awareness Month" in the city of Auburn.

Mayor Backus read and proclaimed April as Sexual Assault Awareness Month.

Laurel Redden from King County Sexual Assault Resource Center thanked the Mayor and Council for their support and recognition of this issue.

III. APPOINTMENTS

A. Urban Tree Board

City Council to confirm the appointment of Tanya Galat to the Urban Tree Board for a three-year term to expire December 31, 2021.

Councilmember Brown moved and Councilmember Trout-Manuel seconded to appoint Tanya Galat to the Urban Tree Board.

MOTION CARRIED UNANIMOUSLY. 6-0

IV. AGENDA MODIFICATIONS

There was no modification to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. **Public Hearings - (No public hearing is scheduled for this evening.)**

B. **Audience Participation**

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

Alyssa Johnson, 5628 South 305th Street, Auburn

Ms. Johnson shared her concerns regarding the development of Tall Timbers sub-division.

Susan Brooks, 30199 60th Avenue South, Auburn
Ms. Brooks shared her concern with the lack of parks on the west hill of Auburn.

Michelle Desmond, 30625 65th Avenue South, Auburn
Ms. Desmond stated one of the reasons why they moved to their neighborhood is the park. She read comments from her neighbors.

Bob Zimmerman, 33029 46th Place South, Auburn
Mr. Zimmerman spoke about the increased fire risk in Washington State.

Virginia Haugen, 2503 R Street South East, Auburn
Ms. Haugen shared her concerns regarding purchasing additional park property with the associated maintenance costs.

C. Correspondence

There was no correspondence for Council to review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Wales)

Councilmember DaCorsi, Vice Chair of the Finance Ad Hoc Committee, report he and Councilmember Wales have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

VII. CONSENT AGENDA

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

A. Minutes of the March 18, 2019 Regular City Council Meeting

B. Claim Vouchers (Coleman)

Claims voucher list dated 4/1/2019 which includes voucher numbers 453019 through 453170 in the amount of \$1,097,264.24 and four wire transfers in the amount of \$757,387.07.

C. Payroll Vouchers (Coleman)

Payroll check numbers 538386 through 538398 in the amount of \$582,521.80, electronic deposit transmissions in the amount of \$1,918,316.22 for a grand total of \$2,500,838.02 for the period covering March 14, 2019 to March 27, 2019.

D. Public Works Project No. CP1804 (Gaub)

City Council to award Contract No. 19-06, to Rino Construction on their low bid of \$391,260.00 plus Washington State sales tax of \$4,552.50 for a total contract price of \$395,812.50 for Project No. CP1804, Auburn Way North Sidewalk Improvement Project

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

MOTION CARRIED UNANIMOUSLY. 6-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No.6712 (Coleman)

An Ordinance of the City Council of the City of Auburn, Washington, amending Ordinance No. 6693, the 2019-2020 Biennial Operating Budget ordinance, authorizing amendment to the City of Auburn 2019-2020 budget as set forth in schedule "A" and schedule "B"

Councilmember Holman moved and Councilmember Brown seconded to adopt Ordinance No. 6712.

MOTION CARRIED UNANIMOUSLY 6-0

B. Ordinance No. 6713 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington related to underground utilities; authorizing the City to construct and pay for underground electric and telecommunication utility facility connections, providing for an appeal to the Public Works Director, and amending section 13.32A.130 of the Auburn City Code

Councilmember DaCorsi moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6713.

MOTION CARRIED UNANIMOUSLY 6-0

XI. RESOLUTIONS

A. Resolution No. 5415 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing and supporting its grant funding application to the Port of Seattle for Economic Development Partnership Program funds

Deputy Mayor Peloza moved and Councilmember Brown seconded to adopt Resolution No. 5415.

MOTION CARRIED UNANIMOUSLY 6-0

B. Resolution No. 5416

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a collective bargaining agreement between the City of Auburn and the Auburn Police Guild for 2019-2021

Deputy Mayor Peloza moved and Councilmember Holman seconded to adopt Resolution No. 5416.

MOTION CARRIED UNANIMOUSLY 6-0

C. Resolution No. 5419

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a collective bargaining agreement between the City of Auburn and the Auburn Police Sergeants' Association for 2019-2021

Deputy Mayor Peloza moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5419.

MOTION CARRIED UNANIMOUSLY 6-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor Peloza reported he attended the Regional Policy Committee Meeting.

Councilmember DaCorsi reported he attended the King County Regional Transit Committee Meeting.

B. From the Mayor

Mayor Backus reported she attended the South End Mayors Lunch, the State of the City Address, the 8th District Congressional Mayors Meeting, the 47th Legislative District Town Hall, the Auburn Valley Human Society Gala and a memorial service for former Fire Chief Bob Johnson.

XIII. CLOSED SESSION

1. Closed Session

Mayor Backus called for a Closed Session to discuss collective bargaining agreements 42.30.140(4)(b) at 7:48 p.m.

Mayor Backus reconvened the meeting at 8:18 p.m.

Mayor Backus stated Resolution No. 5416 and Resolution No. 5419 will be added to the agenda.

XIV. ADJOURNMENT

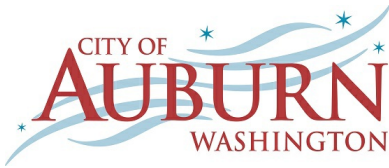
There being no further business to come before the Council, the meeting was adjourned at 8:22 p.m.

APPROVED this 15th day of April, 2019.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claim Vouchers (Coleman)

Date:

April 10, 2019

Department:

City Council

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers

Background Summary:

Claim vouchers 453171 through voucher 453358 in the amount of \$5,849,849.27 and one wire transfer in the amount of \$486,068.58 dated April 15, 2019.

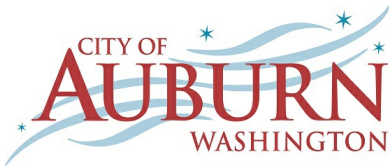
Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: April 15, 2019

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Coleman)

Date:

April 10, 2019

Department:

City Council

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers

Background Summary:

Payroll check numbers 538399 through 538421 in the amount of \$252,854.44, electronic deposit transmissions in the amount of \$1,978,383.44 for a grand total of \$2,231,237.88 for the period covering March 28, 2019 to April 10, 2019.

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

Coleman

Meeting Date: April 15, 2019

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1725

Date:

April 9, 2019

Department:

Public Works

Attachments:

[Budget Status Sheet](#)
[Vicinity Map](#)

Budget Impact:

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

Administrative Recommendation:

City Council approve Change Order No. 1 in the amount not to exceed \$165,878.00 to Contract No. 18-09 for work on Project No. CP1725, 2018 Citywide Patch and Overlay Project.

Background Summary:

The purpose of this project is to rehabilitate and preserve the existing pavement at several different locations throughout the City of Auburn. The major items of work include grinding and overlaying 6.55 lane-miles of Arterial and Collector streets, pavement patching on 0.44 miles of Arterial roadway, constructing a thin asphalt overlay treatment on 3.28 lane-miles of local streets, and upgrading 39 ADA ramps.

Change Order No. 1 will allocate additional contract funds to address discrepancies between the quantities estimated during design and the actual quantities realized in the field. Quantity overruns have been realized for payment items related to cement concrete, curb ramp areas and removal of concrete. The quantity overruns can be attributed to large areas of sidewalk which were not originally anticipated to require repair, but during field inspections were determined to require replacement to address ADA requirements and reduce potential hazards.

The existing Project Contingency of \$47,362.00 in the 103 Local Street Fund will be used to fund a portion of the not to exceed Change Order No. 1 amount of \$165,878.00, with the remainder coming from the remaining authorized construction contingency.

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

Gaub

Meeting Date: April 15, 2019

Item Number:

CA.E

BUDGET STATUS SHEET

Project No: CP1725	Project Title: 2018 Citywide Patch and Overlay Project
Project Manager: Jai Carter	

Project Initiation (PMP) Date: January 31, 2018
 Advertisement Date: June 14, 2018
 Award Date: June 25, 2018

- ☐ Project Initiation
- ☐ Final Design
- ☐ Check in
- ☒ Change Order Approval
- ☐ Contract Final Acceptance

Updated: April 22, 2019

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

Funds Budgeted (Funds Available)

Funding	2017	2018	2019	Future Years	Total
103 Fund - Local Street Preservation	0	399,400	450,600	0	850,000
105 Fund - Arterial Street Preservation	0	883,749	861,251	0	1,745,000
Total	0	1,283,149	1,311,851	0	2,595,000

Estimated Cost (Funds Needed)

Activity	2017	2018	2019	Future Years	Total
Design Engineering - City Costs	0	27,510	0	0	27,510
Construction Contract	0	1,235,136	1,135,195	0	2,370,332
Change Order No.1	0	0	165,878	0	165,878
Authorized Construction Contingency Remaining	0	0	0	0	0
Materials Testing	0	4,071	5,930	0	10,000
Construction Engineering	0	16,432	4,848	0	21,280
Total	0	1,283,149	1,311,851	0	2,595,000

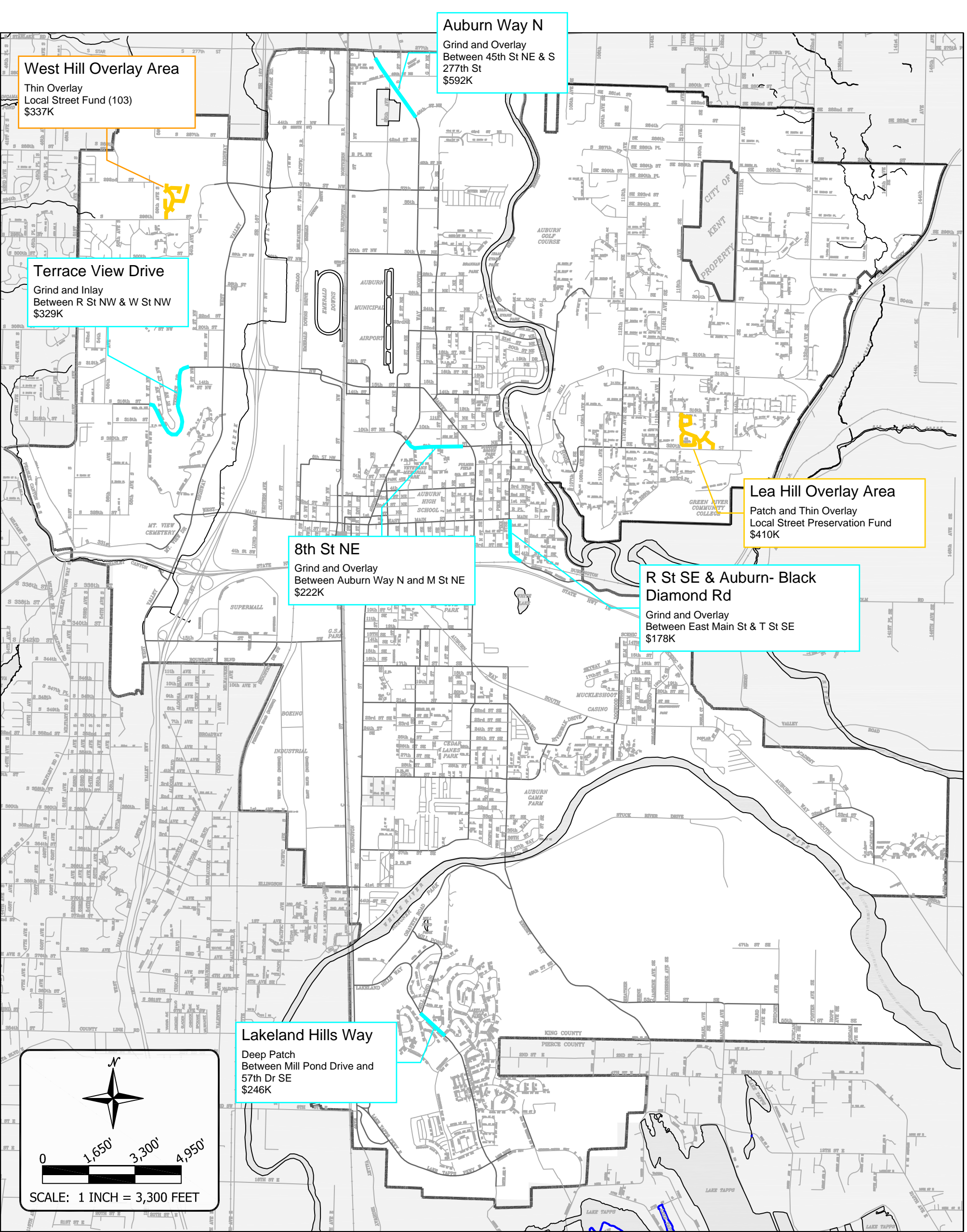
103 Fund - Local Street Preservation

	2017	2018	2019	Future Years	Total
*103 Funds Budgeted ()	0	(399,400)	(450,600)	0	(850,000)
103 Funds Needed	0	399,400	450,600	0	850,000
*103 Fund Project Contingency ()	0	(0)	0	0	0
103 Funds Required	0	0	0	0	0

105 Fund - Arterial Street Preservation

	2017	2018	2019	Future Years	Total
*105 Funds Budgeted ()	0	(883,749)	(861,251)	0	(1,745,000)
105 Funds Needed	0	883,749	861,251	0	1,745,000
*105 Fund Project Contingency ()	0	0	0	0	0
105 Funds Required	0	0	0	0	0

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



CP1725 - 2018 CITYWIDE PATCH AND OVERLAY PROJECT

2018 Arterial Preservation Program
— Proposed Citywide Patch and Overlay Project Streets

2018 Local Preservation Program
— Proposed Local Street Preservation



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1802

Date:

April 2, 2019

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council award Contract No. 19-01, to McClure and Sons, Inc. on their low bid of \$832,159.00 plus Washington State sales tax of \$83,215.90 for a total contract price of \$915,374.90 for Project No. CP1802, Green River Pump Station Emergency Power Project.

Background Summary:

The City received four (4) responsive bids and the low bid was approximately 6.14% below the engineer's estimate. Staff has performed reference checks and other verifications to determine that McClure and Sons, Inc. meets the responsible bidding criteria and recommends award.

The purpose of the project is to provide backup power using the engine generator at Well #5B, construct a generator building, install a fuel tank to supply fuel to the engine generator, modify the existing electrical system to accommodate the new generator and install stormwater management facilities for new and existing storm runoff.

Construction is expected to begin in May 2019 and be completed by November 2019.

A project budget contingency of \$84,588.00 remains in the 460 Water Fund.

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

Gaub

Meeting Date: April 15, 2019

Item Number:

CA.F

BUDGET STATUS SHEET

Project No: CP1802	Project Title: Green River Pump Station Emergency Power
Project Manager: Luis Barba	

Project Initiation (PMP) Date : 1/23/2017
 Advertisement Date: 3/7/2019
 Award Date: 4/15/2019

- ☐ Project Update

☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Updated: April 1, 2019

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

Funds Budgeted (Funds Available)

Funding	2018 (Actual)	2019	2020	Future Years	Total
460 Fund - Water	380,000	1,035,000	0	0	1,415,000
Total	380,000	1,035,000	0	0	1,415,000

Estimated Cost (Funds Needed)

Activity	2018 (Actual)	2019	2020	Future Years	Total
Design Engineering - City Costs	24,265	20,735	0	0	45,000
Design Engineering - Consultant Costs	169,450	55,550	0	0	225,000
Permitting	0	1,000	0	0	1,000
Construction Contract Bid	0	915,375	0	0	915,375
Authorized Construction Contingency (10%)	0	91,537	0	0	91,537
Other	0	2,500	0	0	2,500
Construction Engineering - City Costs	0	30,000	0	0	30,000
Construction Engineering - Consultant Costs	0	20,000	0	0	20,000
Total	193,715	1,136,697	0	0	1,330,412

460 Water Budget Status

	2018 (Actual)	2019	2020	Future Years	Total
*460 Funds Budgeted ()	(380,000)	(1,035,000)	0	0	(1,415,000)
460 Funds Needed	193,715	1,136,697	0	0	1,330,412
*460 Fund Project Contingency ()	(186,285)	0	0	0	(84,588)
460 Funds Required	0	101,697	0	0	0

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

ENG-270, Revised 12/17

Bid Tabulation - Bid Totals Summary

Project: CP1802, Green River Pump Station Emergency Power , 19-01
Prepared By: City of Auburn
Bid Date: March 28, 2019

	W/O Tax	Inc. Tax	
ENGINEER'S ESTIMATE:	\$886,578.87	\$975,236.76	(not including tax)
AVERAGE BID AMOUNT:	\$855,221.45	\$940,743.60	

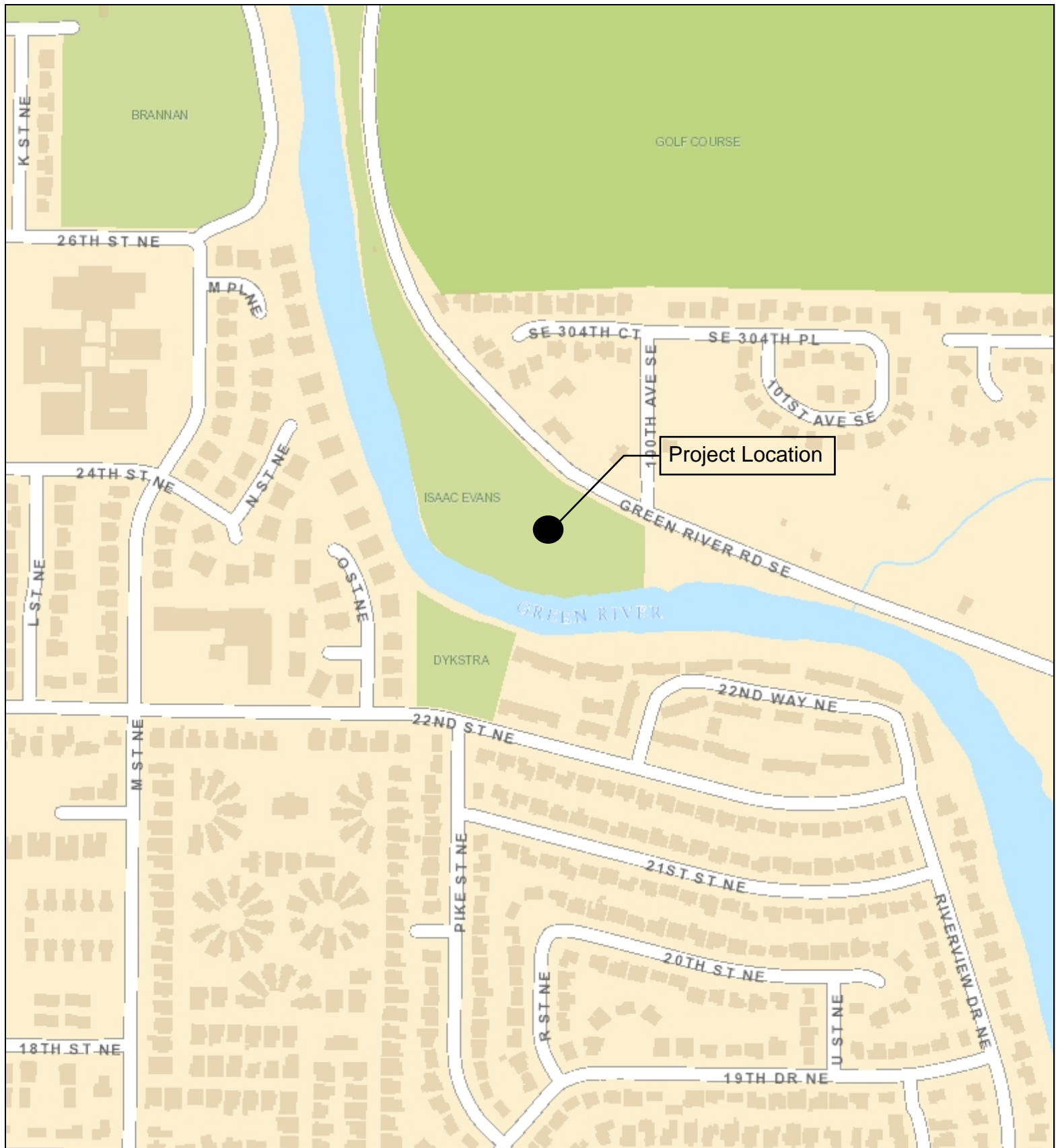
		Basic BID Amount	Total BID Amount	Total BID Spread \$	Total BID Spread %
LOW BIDDER:	McClure and Sons, Inc.	\$832,159.00	\$915,374.90	-\$59,861.86	-6.14%
Second Bidder:	Northeast Electric, LLC	\$836,250.00	\$919,875.00	-\$55,361.76	-5.68%

	Basic BID (Tax not included)	Total BID (Including tax)
1. McClure and Sons, Inc.	\$832,159.00	\$915,374.90
2. Northeast Electric, LLC	\$836,250.00	\$919,875.00
3. Award Construction, Inc.	\$867,735.00	\$954,508.50
4. Pease & Sons, Inc.	\$884,741.80	\$973,215.99

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

CP1802 Vicinity Map

Printed Date: 11/16/2017
Map Created by City of Auburn eGIS
Imagery Date: May 2015

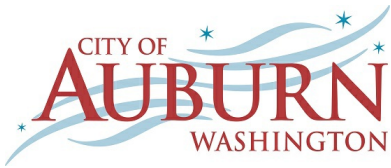


0.1 0 0.1 0.1 Miles

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5414

Date:

March 18, 2019

Department:

Administration

Attachments:

[Resolution 5414](#)
[Transfer Agreement](#)

Budget Impact:

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

Administrative Recommendation:

Adoption of Resolution No. 5414 authorizing the Mayor to enter into an Intergovernmental Land Transfer Agreement with the King County for the acceptance of utility properties, facilities and easements described in the Agreement

Background Summary:

The City of Auburn had been maintaining certain utility facilities located on Lea Hill since the certain areas the facilities are located in were annexed into the City. Actual ownership of the utility properties and any accompanying easements for unknown reasons were never transferred to Auburn.

City of Auburn staff & King County, Washington staff both believe that it is in the best interest of the public to transfer ownership of these certain properties and King County has agreed to transfer the properties, facilities and easements at no charge to the City.

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

Hinman

Meeting Date: April 15, 2019

Item Number:

RES.A

RESOLUTION NO. 5414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL LAND TRANSFER AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY FOR THE TRANSFER OF DRAINAGE FACILITIES, PROPERTIES, AND EASEMENTS AND TO ACCEPT THE LAND TRANSFER.

WHEREAS, King County owns drainage properties located within the City of Auburn, those properties serve City of Auburn residents, and the City of Auburn currently maintains and operates those drainage properties;

WHEREAS, it is in the public's best interest that King County transfer ownership of the drainage properties and any accompanying access and/or drainage easements to the City of Auburn.

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

Section 1. The Mayor is authorized to execute an Intergovernmental Land Transfer Agreement between the City and King County, which agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

//

//

//

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney

**INTERGOVERNMENTAL LAND TRANSFER AGREEMENT
BETWEEN KING COUNTY
AND THE CITY OF AUBURN FOR THE TRANSFER
OF DRAINAGE FACILITIES, PROPERTIES, AND EASEMENTS**

This Agreement is entered into between the City of Auburn ("Auburn" or "City") and King County (the "County") (collectively, "the Parties"), to transfer from King County to the City ownership of and responsibility for drainage facilities, properties, and easements.

WHEREAS, Auburn has an established program of services to address the management of storm and surface water runoff, and

WHEREAS, over several decades the City has annexed areas containing drainage facilities and properties formerly owned and operated by the County but that have served the City since they were annexed, and

WHEREAS, the City and the County believe that it is in the best interest of the public that King County transfer ownership of and/or responsibility for drainage facilities, properties, and easements located within Auburn boundaries to the City to be managed under its surface water program, and

WHEREAS, pursuant to RCW 39.33, the Intergovernmental Disposition of Property Act, the parties are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the parties agree as follows:

I. Purpose of the Agreement

The purpose of this Agreement is to set forth the process by which King County will transfer to Auburn, in perpetuity, all of King County's ownership, maintenance, operation, and repair rights and obligations for drainage facilities, properties, and easements within the Auburn city limits.

II. Administration

- A. The Parties shall each appoint a representative to manage activities covered under this Agreement and to resolve any conflicts that arise ("Administrator") and shall each notify the other in writing of its designated Administrator. The Administrators shall meet as needed. Either Administrator may call a meeting with a minimum of ten (10) calendar days' written notice to the other.
- B. Any conflict that is not resolved by the Agreement Administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred for resolution to the City of Auburn Director of Public Works or designee, and the King County Water and Land Resources (WLR) Division Manager. If the conflict cannot be resolved by the City of Auburn Director of Public Works and the WLR Division Manager, it shall be resolved by the City Mayor, or designee, and the Director of the King County Department of Natural Resources (DNR).

III. Responsibilities of the Parties

- A. Auburn Responsibilities
 - 1. On the effective date of this Agreement, the City shall assume full and complete ownership of and responsibility for the operation, maintenance, repairs, and any subsequent improvements to the drainage facilities and/or properties listed on Exhibit One and Exhibit Two ("Transferred Facilities/Properties"). Responsibilities include all financial responsibilities, including but not limited to financial responsibility for materials, construction, personnel, payroll, and purchasing costs incurred by the City of Auburn. The parties acknowledge that, prior to the execution of this Agreement, Auburn assumed operation and maintenance responsibility for the Transferred Facilities/Properties when the facility or property at issue was annexed.
 - 2. The City shall abide by and enforce all terms, conditions, reservations, restrictions, and covenants to title.
 - 3. The City will provide the County access to all relevant information that is maintained by the City in connection with the Transferred Facilities/Properties following transfer if legal action is brought or threatened against the County or the Parties jointly with regard to the Transferred Facilities/Properties.

4. The City will consult with the County before the destruction of any documentation associated with the Transferred Facilities/Properties for a period of seven (7) years.
5. Except for Environmental Claims, the City accepts the Transferred Facilities/Properties "as is." The County makes no warranty concerning such facilities or properties other than as set forth in this Agreement. The City assumes full and complete responsibility for all operations, maintenance, repairs, and improvements for the drainage facilities and properties.

B. King County Responsibilities

1. No later than 90 days after the effective date of this Agreement, the County will convey to the City by quit-claim deed the County-owned drainage properties listed on Exhibit Two. A copy of the proposed form of the deed is attached (Exhibit Three).
2. King County assigns to the City the drainage easement filed under recording number 940429-1595 and all other drainage and associated access easements or other property interests dedicated to King County or the public in the plats and/or short plats in areas annexed into the City since 1990.
3. No later than 90 days after the effective date of this Agreement, King County will provide the City known and available copies of all warranties, maps, titles, "as built," maintenance logs and records, maintenance and performance standards, and all other records related to the Transferred Facilities/Properties.
4. King County will provide Auburn access to all relevant information that is maintained by the County in connection with the Transferred Facilities/Properties following transfer if legal action is brought or threatened against the City of Auburn or the Parties jointly with regard to the Transferred Facilities/Properties.

C. Both Parties

1. Both parties will make staff available to identify and review any additional County-owned drainage properties and/or facilities to be conveyed to the City. These facilities and properties include those located in areas that may be annexed to the City in the future and those for which the County's facility acceptance process has not yet been completed. Additional County-owned drainage properties or facilities will be transferred to the City pursuant to this Agreement upon County approval. Documentation of additional facilities or properties to be transferred will be

memorialized by an amendment to this Agreement, pursuant to Section IV.C. The County agrees to prepare any additional deeds or transfer documents necessary for the transfer.

2. The records related to matters covered by this Agreement are subject to inspection, review or audit by either Party at the requesting party's sole expense. The records will be made available for inspection during regular business hours within a reasonable time of the request.

IV. General Conditions

- A. This Agreement is effective upon the last date signed by the Parties.
- B. This Agreement may be amended, altered, or clarified only by written agreement of the Parties.
- C. This Agreement is a complete expression of the agreement between the Parties, and any oral or written representations or understandings not incorporated in this Agreement are excluded.
- D. Waiver of any default will not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless the parties amend this Agreement.

V. Indemnification and Hold Harmless

- A. Regarding the Transferred Facilities/Properties, except for Environmental Claims, as defined below, King County will indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages for injuries to persons or property damage ("Claims") arising out of the negligent acts or omissions of the County that occurred before the date those properties were annexed by the City.
- B. Regarding the Transferred Facilities/Properties, except for Environmental Claims, the City will indemnify and hold harmless the County and its elected officials, officers, agents or employees, or any of them, from and against any and all Claims arising out of the negligent acts or omissions of the City that occurred after the date the properties were annexed by the City.

- C. With respect to Environmental Claims relating to the Transferred Facilities/Properties, nothing in this Agreement is intended to transfer, assign, eliminate, or modify any liability either Party may have to each other or to any other person, or to waive any statutory contribution, cost recovery, or other Claim that either Party may have against the other or against any other person. If the City is notified by the state Department of Ecology, the Environmental Protection Agency, or other regulatory agency on or after the effective date of this Agreement about potential liability, remedial action obligations or other Environmental Claims related to Transferred Facilities/Properties that may implicate or involve the County, the City will promptly notify the County in writing. If the City chooses to conduct an independent remedial action, as defined in MTCA, for which the City may seek contribution or cost recovery from the County, the City will provide the County with a minimum of thirty (30) days advanced written notice prior to incurring any remedial action costs (including investigation costs) and ninety (90) days advanced written notice prior to incurring remedial actions costs for which it may seek reimbursement from the County. For all other Environmental Claims relating to the Transferred Facilities/Properties, each Party agrees to provide the other with a minimum of ninety (90) days advanced written notice prior to asserting an Environmental Claim against the other party. The Parties agree to meet during this notice period to discuss potential remedial actions and resolution of any Claim.
- D. "Environmental Claims" means all Claims arising under any of the following as now or hereafter amended: the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq; the Model Toxics Control Act (MTCA), RCW 70.105D; the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 et seq.; or any other federal, state, or local law, including ordinances, rules and regulations, that relates to protection of human health and the environment, and that provides for strict liability and joint and several liability.
- E. For a period of three (3) years following transfer, each Party to this Agreement will notify the other within ten (10) working days of all claims, actions, losses or damages that arise or are brought against that Party relating to the Transferred Facilities/Properties.
- F. Nothing in Section V. shall supersede or modify any existing agreements between the Parties.

VI. Notice

Any notice required to be given under this Agreement will be directed to the Party at the address below. Notice will be considered effective upon receipt or twenty-four hours after mailing, whichever is earlier.

King County:

Department of Natural Resources and Parks
Water and Land Resources Division
201 S. Jackson St., Suite 600
Seattle, WA 98104
Attn: Josh Baldi, Director

City of Auburn:

Assistant Director of Engineering
25 W Main St
Auburn, WA 98001
Attn: Jacob Sweeting
Email: JSweeting@auburnwa.gov

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the _____ of _____, 2019.

KING COUNTY

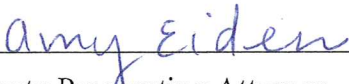
CITY OF AUBURN


Dow Constantine, King County Executive

Nancy Backus, Mayor

Approved as to Form:

Approved as to Form:


Deputy Prosecuting Attorney



FOR Steve Gross, City Attorney

Exhibit One

City of Auburn Drainage Facilities

	Facility Name	ID #	Facility Address
1.	Arbor View	D92313	114th Ave SE & SE 315th St
2.	Auburn Hills	D92428	11030 SE 319th Pl
3.	Royal Hills	D92500	11200 SE 316th Pl
4.	Royal Hills	D92501	11226 SE 315th Ct
5.	Summerfield Estates	D92439	11240 SE 320th St
6.	Canterbury Ridge	D91653	11208 SE 313th Pl
7.	Eagle Run	D92359	31502 114th Ave SE
8.	Green River Vista	D91435	11002 SE 313th St
9.	Hidden Valley Vista	D91373	32760 111th Pl SE
10.	Hillcrest East	D90359	11420 SE 322nd Pl
11.	Hillcrest Estates #3	D91424	32113 112th Pl SE
12.	Webster Place	D92195	31643 110th Ave SE
13.	Campus Rim	D92537	31666 114 th AVE SE
14.	Cobble Creek East	D91780	30330 104 th AVE SE
15.	Cobble Creek II	D91812	10238 SE 304 th PL
16.	Glenn Kara	D92404	10010 SE 304 th PL
17.	Hazel Park	N/A	11900 SE 304 th ST

Exhibit Two

Drainage Properties To Be Conveyed to the City of Auburn

King County-Owned Drainage Tracts

Tract A, Arbor View, as per plat recorded in Volume 167 of Plats, pages 66 through 68, records of King County, Washington. **(Tax Account No. 025505-0170)**

Tract A, Auburn Hills, as per plat recorded in Volume 175 of Plats, pages 17 through 20, records of King County, Washington. **(Tax Account No. 030310-0190)**

Tracts B & D, Royal Hills, as per plat recorded in Volume 186 of Plats, pages 84 through 88, records of King County, Washington. **(Tax Account No. 745740-0500 & 0510)**

Tract A, Summerfield Estates, as per plat recorded in Volume 183 of Plats, pages 48 through 51, records of King County, Washington. **(Tax Account No. 807852-0410)**

Tract A, Eagle Run, as per plat recorded in Volume 176 of Plats, pages 1 through 3, records of King County, Washington. **(Tax Account No. 214128-0140)**

Tract A, Green River Vista, as per plat recorded in Volume 119 of Plats, pages 93 and 94, records of King County, Washington. **(Tax Account No. 289240-0140)**

Tract A, Hillcrest East, as per plat recorded in Volume 110 of Plats, pages 82 and 83, records of King County, Washington. **(Tax Account No. 332680-0620)**

Tract A, Campus Rim, as per plat recorded in Volume 190 of Plats, pages 41 through 43, records of King County, Washington. **(Tax Account No. 132197-0340)**

Tract A, Cobble Creek, as per plat recorded in Volume 136 of Plats, pages 80 through 82, records of King County, Washington. **(Tax Account No. 165730-0560)**

Tract B, Cobble Creek II, as per plat recorded in Volume 152 of Plats, pages 60 through 64, records of King County, Washington. **(Tax Account No. 165731-0210)**

Tract A, Glenn Kara, as per plat recorded in Volume 179 of Plats, pages 91 through 95, records of King County, Washington. **(Tax Account No. 279860-0300)**

Tract B, Hazel Park, as per plat recorded in Volumn 227 of Plats, pages 6 through 8,
records of King County, Washington. **(Tax Account No. 319150-0160)**

Exhibit Three

AFTER RECORDING RETURN TO:

City of Auburn

25 W Main St

Auburn, WA 98001
ATTN: _____
Josh Arndt

QUIT CLAIM DEED

GRANTOR – King County, Washington

GRANTEE – City of Auburn, Washington

LEGAL – [REDACTED]

TAX NO. – [REDACTED]

The Grantor, **KING COUNTY**, a political subdivision of the State of Washington, for and in consideration of mutual benefits, conveys and quitclaims to Grantee, **CITY OF AUBURN**, a State of Washington municipal corporation, the real property and easements described in EXHIBIT A, including after acquired title. The City of Auburn's covenants that it shall have full and complete responsibility for the operation, maintenance, repairs and any subsequent improvements to the drainage facilities and/or properties listed in EXHIBIT A for drainage purposes in perpetuity, which covenant is intended to be a running covenant burdening and benefitinh the land of the respective Parties and Parties' successors and assigns.

GRANTOR – KING COUNTY

BY: _____

Anthony O. Wright

TITLE: Director, Facilities Management Division

DATE:

Approved as to Form:

BY: _____

John Briggs, Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY O. WRIGHT, to me known to be the Director, Facilities Management Division, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing
at _____
City and State

Signature

Printed Name

My appointment expires _____

**EXHIBIT A
TO QUIT CLAIM DEED**

LEGAL DESCRIPTION

Tract A, Arbor View, as per plat recorded in Volume 167 of Plats, pages 66 through 68, records of King County, Washington. **(Tax Account No. 025505-0170)**

Tract A, Auburn Hills, as per plat recorded in Volume 175 of Plats, pages 17 through 20, records of King County, Washington. **(Tax Account No. 030310-0190)**

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Tract B, Hazel Park, as per plat recorded in Volume 227 of Plats, pages 6 through 8, records of King County, Washington. **(Tax Account No. 319150-0160)**



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5417

Department:

Public Works

Attachments:

[Resolution No. 5417](#)

[Exhibits A, B and C](#)

[Staff Report](#)

[Vicinity Map](#)

Date:

April 3, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5417.

Background Summary:

The property owner of 733 10th Street NE, Steve Margo, has applied to the City for vacation of right-of-way located north of his property and east of Auburn Way North, shown on Exhibit "B" and Exhibit "C". The applicant currently owns adjacent parcels #3339900766 and 3339900761 to the south and is proposing to incorporate the right-of-way into his multifamily property so that he can continue to utilize it for additional parking, storage and garbage and recycling pickup for the multifamily buildings.

The application has been reviewed by City staff and utility purveyors who have an interest in this right-of-way. Through this review City staff has determined that the right-of-way is not necessary to meet the needs of the City and could be vacated.

Resolution No. 5417, if adopted by City Council, sets the date of the public hearing for Vacation No. V2-18 for May 20, 2019.

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

Gaub

Meeting Date: April 15, 2019

Item Number:

RES.B

RESOLUTION NO. 5417

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SETTING A PUBLIC HEARING TO CONSIDER THE VACATION OF RIGHT-OF-WAY NORTH OF 10TH STREET NE AND EAST OF AUBURN WAY NORTH, WITHIN THE CITY OF AUBURN, WASHINGTON.

WHEREAS, the City of Auburn, Washington, has received a petition signed by owners of at least two-thirds (2/3) of the property abutting right-of-way located north of 733 10th Street NE and east of Auburn Way North, within the City of Auburn, Washington, requesting that the same be vacated; and,

WHEREAS, pursuant to Section 35.79.010 of the Revised Code of Washington, a hearing on such vacation shall be set by Resolution, with the date of the hearing being not more than sixty (60) days nor less than twenty (20) days after the date of passage of the Resolution;

WHEREAS, this Resolution is consistent with Auburn City Code 12.48.070 and calls for a public hearing to consider the proposed vacation.

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

Section 1. That a hearing on the vacation of right-of-way located north of 733 10th Street NE and east of Auburn Way North, within the City of Auburn, Washington, legally described as follows:

The north 30 feet of lots 38, 39 and 40, block 15, C.D. Hillman's
Auburndale Addition to the City of Seattle, Division No. 2,

Resolution No. 5417
ROW Vacation V2-18
March 19, 2019
Page 1

According to the Plat thereof recorded in Volume 13 of Plats,
Page 92, Records of King County, Washington.

[Also identified as Exhibit A.]

and as shown on the document attached , marked as Exhibit “B” and Exhibit “C”, is set for 7:00 p.m. on the 20th day of May, 2019, at the City Council Chambers at 25 West Main Street, Auburn, Washington, 98001, with all persons wishing to speak to the vacation at the public hearing being invited to attend.

Section 2. The Mayor is authorized to implement administrative procedures necessary to carry out the directives of this legislation, including posting notice of the public hearing as required by State law and City Ordinance.

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

DATED and SIGNED this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Resolution No. 5417
ROW Vacation V2-18
March 19, 2019
Page 2

EXHIBIT A

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 21 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF AUBURN, KING COUNTY, WASHINGTON

RIGHT OF WAY VACATION DESCRIPTION

THE NORTH 30 FEET OF LOTS 38, 39 AND 40, BLOCK 15, C.D. HILLMAN'S
AUBURNDALE ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 2,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 92,
RECORDS OF KING COUNTY, WASHINGTON.

(IT IS THE INTENT OF THE ABOVE DESCRIPTION TO DESCRIBE THAT PORTION OF
RIGHT OF WAY DEEDED TO THE CITY OF AUBURN UNDER RECORDING NO. 6048203
LYING IN THE NORTH 30 FEET OF LOTS 38-40, AUBURNDALE ADDITION)

SHEET 1 OF 3

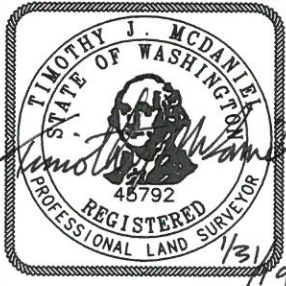
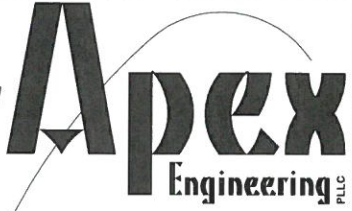
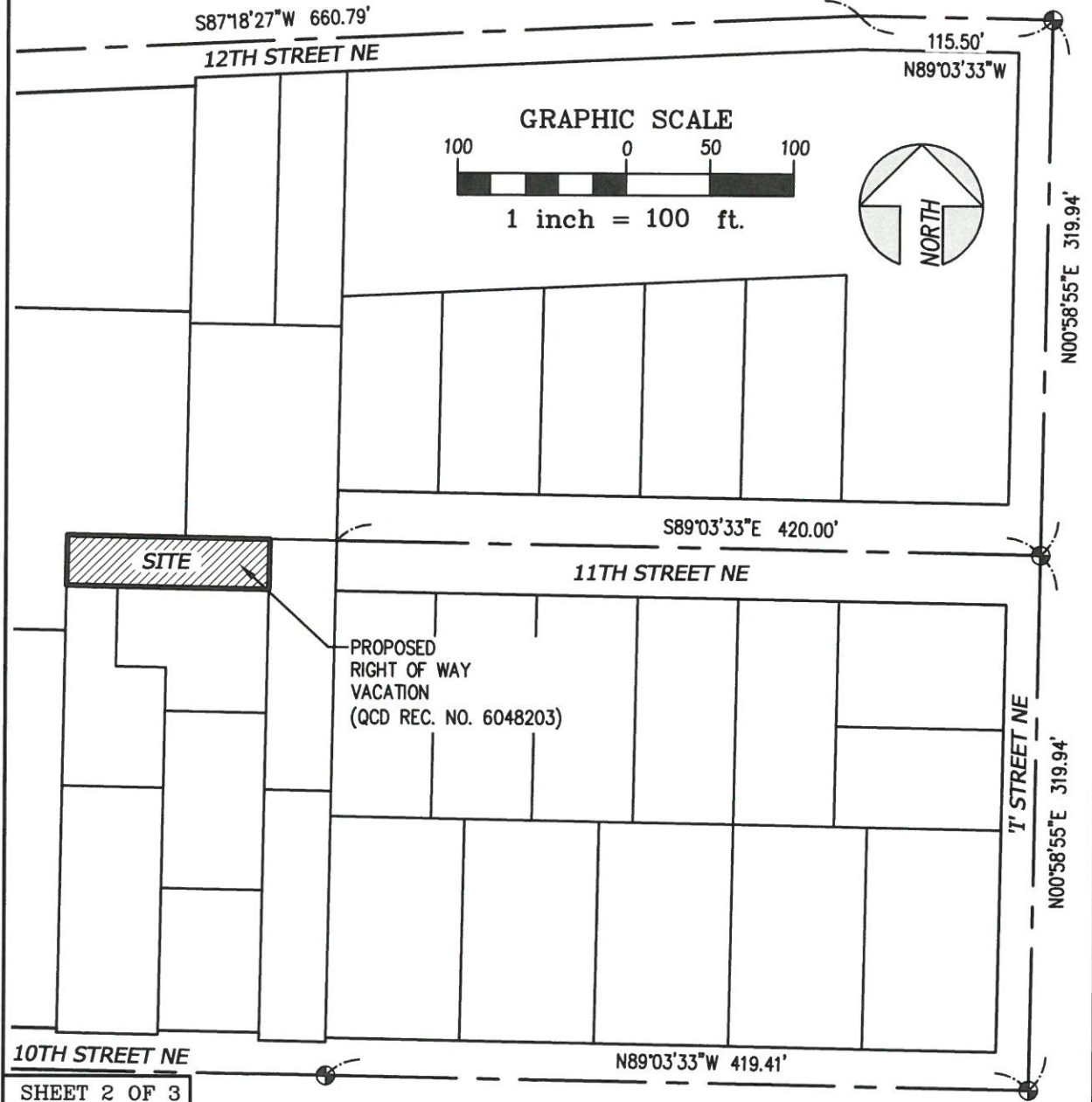
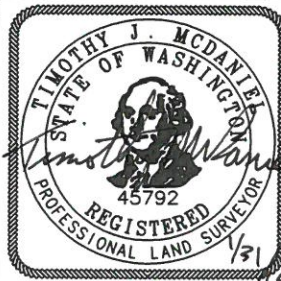
RIGHT OF WAY VACATION LEGAL DESCRIPTION			 2601 South 35th, Suite 200 Tacoma, Washington 98409-7479 (253) 473-4494 FAX: (253) 473-0599 © APEX ENGINEERING PLLC 2018
APEX JOB NO: 34545	DATE: 08/23/2018		
DRAWN BY: TJM	CHECKED BY: ABB		
DWG. NO: 34545-C3D.DWG	SCALE: 1"=100'		

EXHIBIT B

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 21 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF AUBURN, KING COUNTY, WASHINGTON



RIGHT OF WAY VACATION EXHIBIT	
APEX JOB NO: 34545	DATE: 08/23/2018
DRAWN BY: TJM	CHECKED BY: ABB
DWG. NO: 34545-C3D.DWG	SCALE: 1"=100'

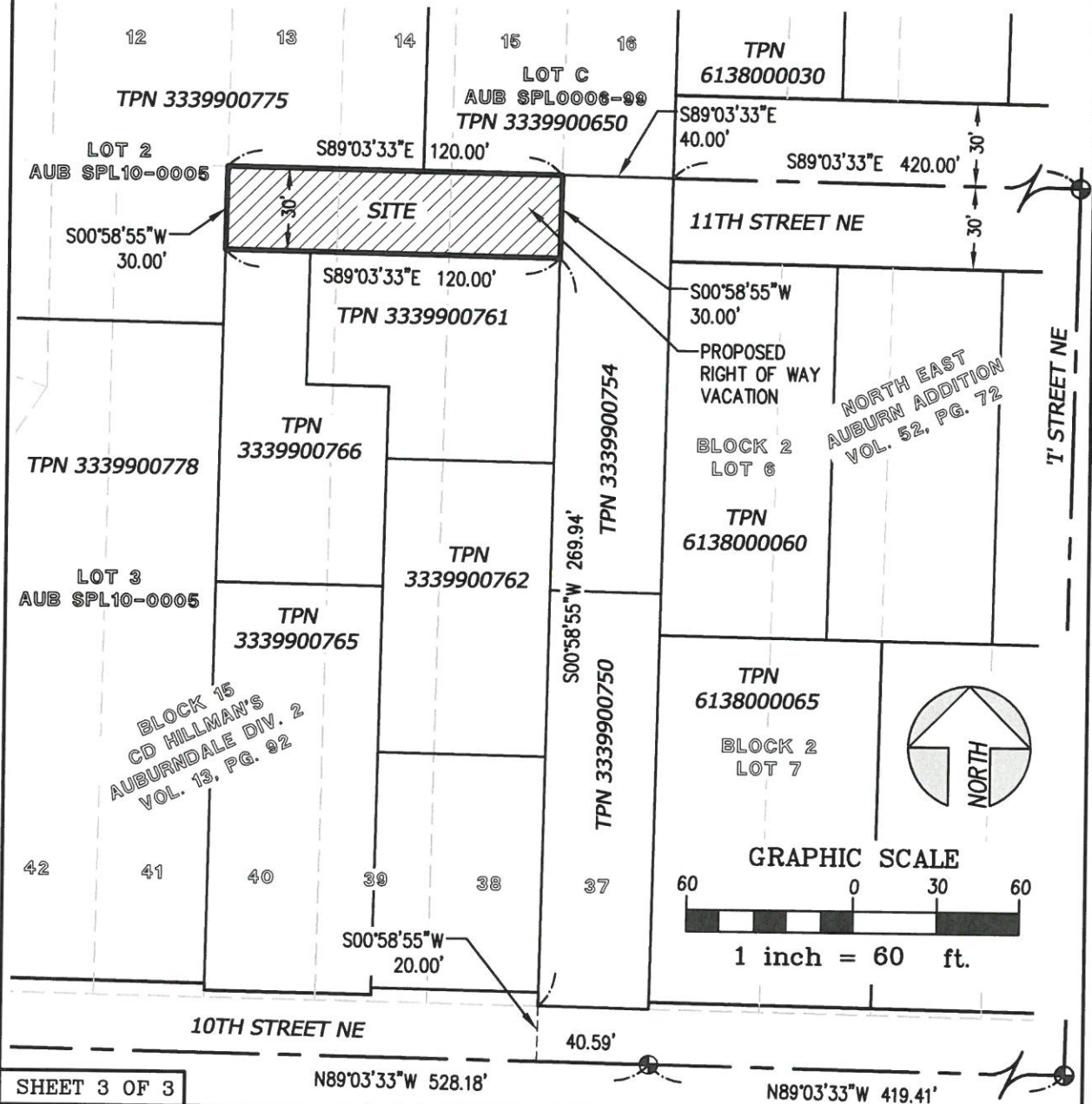


Apex
Engineering PLLC

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Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599
© APEX ENGINEERING PLLC 2018

EXHIBIT C

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 21 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF AUBURN, KING COUNTY, WASHINGTON



SHEET 3 OF 3

RIGHT OF WAY VACATION EXHIBIT

APEX JOB NO: 34545	DATE: 08/23/2018
DRAWN BY: TJM	CHECKED BY: ABB
DWG. NO: 34545-C3D.DWG	SCALE: 1"=100'



Apex

Engineering PLLC

2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599
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RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V2-18

Applicant: Steve Margo

Property Location: Right-of-Way located north of 733 10th St NE.

Description of right-of-way:

The ROW proposed for vacation consists of unopened ROW north of 733 10th Street NE and east of Auburn Way North. The proposed ROW is adjacent to Parcel No. 3339900766 and 3339900761 to the south which are owned by the applicant, Parcel No. 20100922001 to the north and west which are owned by AutoZone, and Parcel No 3339900754 to the east which is owned by a private citizen. The total proposed ROW vacation area is approximately 3,600± square feet.

The ROW was originally Quit Claim Deeded to the City of Auburn for street purposes on May 13, 1966. The ROW has never been opened to the public for street purposes and it appears that the City has never maintained the area as ROW or for any public use.

See Exhibits "A", "B", and "C" for legal description and survey.

Proposal:

The Applicant proposes that the City vacate the above described right-of-way so that they can continue to utilize it for additional parking, storage and garbage and recycling pickup area for their multi-family buildings.

Applicable Policies & Regulations:

- RCW's applicable to this situation - meets requirements of RCW 35.79.
- MUTCD standards - not affected by this proposal.
- City Code or Ordinances - meets requirements of ACC 12.48.
- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

Public Benefit:

- The vacated area may be subject to property taxes.
- The street vacation decreases the Right-of-Way maintenance obligation of the City.

Discussion:

The vacation application was circulated to Puget Sound Energy (PSE), Comcast, CenturyLink, and City staff.

1. Puget Sound Energy (PSE) – PSE has no facilities located within the proposed vacation area and no need for any easement reservation.
2. Comcast – No comments received.
3. Water – Water does not require any easements for the proposed vacation.
4. Sewer – There are no sewer facilities and no objection to the proposed vacation.
5. Storm – Storm has no comments and does not require any easements for the proposed vacation.
6. Transportation – No comments.
7. Planning – Zoning for the ROW is the same as the applicant parcels so if approved and if the ROW attaches to the applicant parcels a change to the zoning maps is not required. Additionally, should the applicant wish to improve the area in the future they should check with the City first to avoid any potential code enforcement actions prior to undertaking any modifications.
8. Fire – Fire department turn around for the Pinehurst Manor Apartments must be maintained if the vacation is approved.
9. Police – No comments.
10. Streets – No comments.
11. Construction – No comments.
12. Innovation and Technology – No comments

Assessed Value:

ACC 12.48.085 states “The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than \$2,000, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city’s expense.”

RCW 35.79.030 states the vacation “shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-

2 of 3

4/3/2019

V2-18 Staff Report

way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.”

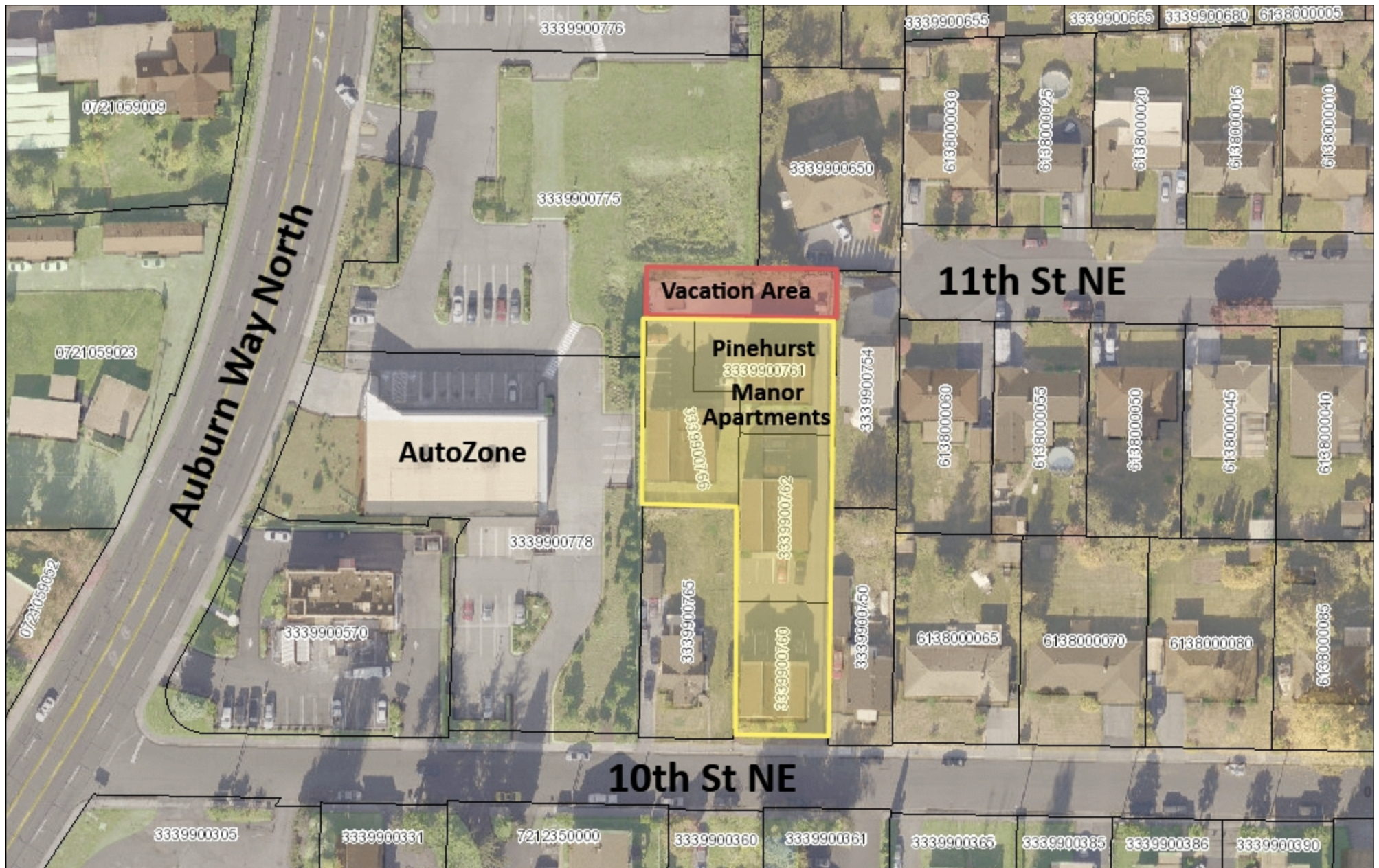
An appraisal by an MAI appraiser of the subject right-of-way was submitted by the applicant. The City reviewed and accepted the appraisal. The appraisal values the right-of-way at highest and best use of assemblage with abutting parcels at \$36,000.00.

Recommendation:

Staff recommends that the street vacation be granted with no conditions and that compensation not be required as the right-of-way was acquired through Quit Claim Deed at no cost to the City and it has never been opened for public or street use or maintained by the City.

Right-of-Way Vacation #V2-18

Printed Date: 4/1/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



166.7 0 83.3 166.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1 in = 83 ft

1:1,000

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5420

Department:

Public Works

Attachments:

[Resolution No. 5420](#)

Date:

April 9, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Resolution No. 5420.

Background Summary:

Resolution No. 5420 authorizes the City to submit an application for and, if awarded, to accept WSDOT grant funds for the construction of Project CP1516, Auburn Municipal Airport Runway 16-34 Extension.

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

The cost of the construction is estimated to total up to \$2,700,000. Funding is anticipated to be as follows:

Source	Amount	Percentage
Federal Funds (FAA)	\$2,700,000	90.0%
Local Funds (Airport Fund #465)	\$150,000*	5.0%
State Funds (WSDOT)	\$150,000	5.0%
Total	\$3,000,000	100.0%

*If WSDOT grant funding is not awarded, the City's share would increase to \$300,000, or 10% of the total project cost.

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

Gaub

Meeting Date: April 15, 2019

Item Number:

RES.C

RESOLUTION NO. 5420

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE CITY TO APPLY FOR AND, IF AWARDED, TO ACCEPT GRANT FUNDS IN THE AMOUNT OF UP TO \$150,000.00 FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION, TO PERFORM THE CONSTRUCTION OF THE AUBURN MUNICIPAL AIRPORT RUNWAY ENHANCEMENT PROJECT FOR THE AUBURN MUNICIPAL AIRPORT AND AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT THEREFORE

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

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

WHEREAS, the City of Auburn plans to submit to the Federal Aviation Administration a request for federal grant funds for 2019 in the amount of up to Two Million Seven Hundred Thousand Dollars (\$2,700,000.00), to be used towards the construction for the Runway Enhancement Project; and

WHEREAS, The City Council adopted Resolution 5359 on April 2, 2018, which expressed the Council's support for the design, land acquisition, and construction for the Auburn Municipal Airport Runway Enhancement project, authorized the application for grant funds in the amount of \$136,110.00, and authorized the expenditure of matching funds; and,

WHEREAS, the City of Auburn also has plans to apply to the Washington State Department of Transportation, Aviation Division, for a matching grant of up to One Hundred and Fifty Thousand Dollars (\$150,000.00) or 5.0% of the total cost of the Runway Enhancement Project to be used for the construction phase of the project; and

WHEREAS, the City of Auburn has available, and is willing to provide, up to One Hundred and Fifty Thousand Dollars (\$150,000.00) which is 5% of the funds needed as the City's local match for the Runway Enhancement Project. Alternatively, the City of Auburn has available, and is willing to provide, up to Three Hundred Thousand Dollars (\$300,000.00) which is 10% of the funds needed as the City's local match for the Runway Enhancement Project if the requested Washington State Department of Transportation Aviation Division grant funds are not awarded; and

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

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

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

Section 1. The Auburn City Council expresses its support for construction of the Runway Enhancement Project and authorizes the City's expenditure of up to One Hundred and Fifty Thousand Dollars (\$150,000.00) as its 5% match of the funds needed to complete this construction. Alternatively, the Auburn City Council authorizes the City's expenditure of up to Three Hundred Thousand Dollars (\$300,000.00) if the requested Washington State Department of Transportation Aviation Division grant funds are not awarded.

Section 2. The Mayor is authorized to apply for the Washington State Department of Transportation Aviation Division grant, to accept this grant if awarded, and to enter into contracts to expend the grant funds. The Mayor is authorized to implement administrative procedures necessary to carry out the directives of this legislation.

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

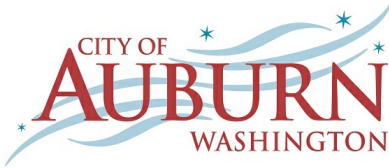
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Steven L. Gross, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5422

Department:

Police

Attachments:

[Resolution 5422](#)
[Draft Agreement](#)

Date:

April 10, 2019

Budget Impact:

Current Budget: \$0
Proposed Revision: +
60,000
Revised Budget: \$0

Administrative Recommendation:

Approve Resolution 5422

Background Summary:

The City has provided law enforcement support to the Auburn School District for several years. Council approved two officers in the 2019-2010 budget. However, this year, the District has asked the City to provide a third officer. This change requires Council's approval.

The District pays 70% of each officer's salary and benefits. As consideration for the third officer, the District is also making a one-time payment for equipment

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

Pierson

Meeting Date: April 15, 2019

Item Number:

RES.D

RESOLUTION NO. 5422

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE, EXECUTE, AND ADMINISTER THE AUBURN SCHOOL DISTRICT SCHOOL RESOURCE OFFICER AGREEMENT.

WHEREAS, the Auburn School District has requested that the City of Auburn Police Department provide law enforcement support to the District's staff and students;

WHEREAS, the Auburn School District will compensate the City of Auburn for law enforcement resources designated under this Agreement including reimbursing the City seventy percent (70%) of the City's cost for each School Resource Officer and associated benefits and the District will make a one-time payment to the City of \$60,000 for law enforcement equipment;

WHEREAS, the City Administration and staff recommend Council authorize the Mayor to negotiate, execute, and administer the Agreement on behalf of the City.

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

Section 1. The Mayor is authorized to negotiate, execute, and administer the Auburn School District School Resource Officer Agreement, which Agreement shall be substantially in the form of the attached as Exhibit A.

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

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

DATED and SIGNED this _____ day of _____, 2019.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

**AGREEMENT BETWEEN THE CITY OF AUBURN
AND AUBURN SCHOOL DISTRICT NO. 408
RELATING TO LAW ENFORCEMENT (SCHOOL RESOURCE OFFICER) SERVICES**

THIS AGREEMENT made and entered into on this _____ day of _____, 2019, by and between the City of Auburn; a municipal corporation of the State of Washington (the "City"), and Auburn School District No. 408 (the "School District").

RECITALS:

1. The School District is in need of School Resource Officer services for its students and staff in the incorporated city limits of the City of Auburn
2. The City has agreed to provide three (3) Auburn Police Department Officers to serve as School Resource Officers to students and staff within the Auburn School District and it has resources to provide such services on the terms and conditions in this Agreement.
3. The Auburn School District has agreed to a one-time capital contribution to add to the vehicle fleet of the Auburn Police Department in order to meet the standards of service desired by the School District under this Agreement.

AGREEMENT:

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. CITY RESPONSIBILITIES:

As permitted by resources, the City will provide the following services within the School District during the course of the official school year.

1.1. School Resource Officer Services. The City will provide three full-time commissioned police officers dedicated to serve the School District during the school year. General Police Services will be provided on days that school is in session from the first official school day until the last official school day. These officers will be referred to as School Resource Officers (SRO's) and will provide general law enforcement services within the School District, as detailed in the attached Exhibit A.

1.2. Support Services. The City will provide the SRO's with the same level of support services available to existing police officers including legal advisement, planning and statistics, training, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections - internal investigations, and general Auburn Police Department support. Such support services will include the legal services of the Auburn City Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising from those codes. Such legal support services for the SRO's will be consistent with

general legal services provided to the Auburn Police Department and Auburn Police Officers. Prosecution services will only extend to municipal court matters. All other prosecution matters will be referred to the appropriate county prosecutor.

2. ORGANIZATIONAL DETAIL/MANAGEMENT STRUCTURE:

The City will provide the services identified in Section 1 through the following organization.

2.1. Specifically identified SRO's will be selected and assigned by the Auburn Police Department with consideration to the input from the School District Superintendent or designee. The continued assignment of the SRO's will be subject to satisfactory performance, as determined by the City in consultation with the School District.

2.2. The SRO's will respond to day-to-day law enforcement concerns.

2.3. The SRO's will be available to the School District during the hours students are in school. Any scheduled work outside of normal operating hours, such as school events and meetings, must be mutually agreed upon by the City and the District prior to scheduling. The School District will provide office space for the SRO's as needed.

2.4. Each SRO assigned work pursuant to this contract is subject to call back by the City's Chief of Police or the Chief's designee at any time for emergencies, special assignment, or overtime duty. This assignment will not infringe or interfere with this obligation.

2.5. The SRO's regularly-assigned shift will be on weekdays during normal school hours. Changes to that schedule require a minimum of seven days' notice and all scheduling and overtime assignments are subject to the terms and conditions of the City's collective bargaining agreement. The SRO will not be available to the School District during weekends, holidays, or school breaks unless prior approval is granted by the City.

3. PERSONNEL AND EQUIPMENT:

The City will provide the services identified in this Agreement as an independent contractor and retains full employment control over the SRO's. The City retains complete control of any personnel related issues, supervision, standards of performance, discipline and all other employment related issues associated with the SRO's.

3.1. All SRO's are employees of the City at all times.

3.2. All liabilities for salaries, wages, and benefits arising from the performance of the law enforcement services provided by the City is the responsibility of the City.

3.3. The City will furnish all personnel, resources, and materials the City deems as necessary to provide the appropriate level of law enforcement service, including the Officer's

uniform and all necessary vehicles.

3.4. In the event that a designated SRO is absent from his or her post, the City has no obligation to fill that post with another officer.

3.5. The City may temporarily re-assign the SRO's to other duties as needed to address law enforcement occurrences or demands and emergency situations, as determined by the Chief of Police.

3.6. The SRO's engaged in this assignment are obligated to discharge all duties of their office and to adhere to City and Police Department policies and procedures at all times. Such officers shall obey, uphold, and enforce the laws of the City and the State of Washington and the Constitutions of the State of Washington and the United States of America at all times. Such officers shall understand that while they are on an SRO assignment under this contract, they remain under the exclusive direction and control of the City and any discipline issues will be handled by the City. Police officers performing work pursuant to this contract shall only provide law enforcement/ peacekeeping services as specified in Section 1.1 of this contract.

4. COMPENSATION:

4.1. To facilitate the appropriate level of support for the SRO's, within thirty (30) days of signing this Agreement the Auburn School District will compensate the City of Auburn Police Department sixty thousand dollars (\$60,000) for the purchase of equipment to be designated for the School Resource Officer and which will be held as property of the City of Auburn. The Auburn Police Department will have all rights to own, possess, and use all equipment assigned to the SRO for any law enforcement purposes.

4.2. In support of this program for the SRO's assigned, the School District agrees to reimburse the City seventy percent (70%) of the City's cost of the SRO salary and benefits, and to reimburse the City one hundred percent (100%) of any overtime costs incurred associated with work under this Agreement. Overtime costs include salaries, wages, and benefits. The amount owed for services will be calculated by the City, and will be in conformity with the provisions of Exhibit B.

4.3. The City will invoice the District one-ninth of the annual contract cost over a nine month period beginning on the fifteenth day of September (9/15) each year. The District will be invoiced for any overtime incurred by the SRO's in the subsequent month. Any overtime incurred May through August will be invoiced on the 15th day of the subsequent month. Payment is due to the City within 30 days of invoicing.

4.4. An estimate of the cost will be provided to the School District by June 1, prior to the start of the September 1 fiscal year. This estimate will be updated based on the assigned officers contractual wages, salary and benefits package. When labor contracts are settled, the City will provide updated labor costs for the SRO's, including any retroactive payment costs,

within 30 days of settled contracts. The additional annual impact, if any, will be added and prorated through the remaining months of the annual contract payment schedule.

5. SCHOOL DISTRICT RESPONSIBILITIES:

In support of the City providing the services described above, the School District promises to supply at its own cost and expense any special supplies, stationery, notices, forms and any materials required to be issued in the name of the School District.

6. DURATION:

This agreement begins on April 1, 2019, and will remain in effect until terminated by either party. Either party may terminate this agreement with 180 days' written notice.

7. INDEMNIFICATION:

7.1. The City shall indemnify and hold harmless the School District 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 reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them, in the performance of this Agreement. In the event that any such suit is based upon such a claim, action, loss, or damage is brought against the School District, the City shall defend the same at its sole cost and expense; provided, that the School District reserves the right to participate in such suit if any principle of governmental or public laws is at issue. If final judgment be rendered against the School District and its officers, agents, and employees, or any of them, or jointly against the School District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

7.2. In executing this agreement, the City does not assume liability or responsibility for or in any way release the School District from any liability or responsibility which arises in whole or in part from the existence or effect of School District policies, procedures, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such School District policy, procedure, rule, or regulation is principally at issue, the School District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the School District, the City or both, the School District shall satisfy the same, including all chargeable costs and attorney's fees.

7.3. The School District 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 reason of or arising out of any act or omission of the School District, its officers, agents, and employees or any of them, relating to or arising out of the performance of this Agreement. In the event that any suit based on such a claim, action, loss, or damage is brought against the City, the School District shall defend the same at its sole costs and expense; provided that the City retains the right but not the obligation to participate in said suit if any principle of governmental law is at issue; and if final judgment be

rendered against the City and the School District and their respective officers, agents, and employees, or any of them, the School District shall satisfy the same.

7.4 In executing this agreement, the School District does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City policies, procedures, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City policy, procedure, rule or regulation is principally at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the School District or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

7.5 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of School District and the City its officers, officials, employees, and volunteers, School District's and the City's liability, including the duty and cost to defend, will be only to the extent of their negligence.

8. NON-DISCRIMINATION:

The City and the School District certify that they are Equal Opportunity Employers.

9. AUDITS AND INSPECTIONS:

The records and documents with respect to all matters covered by this contract shall be subject to inspection, review, or audit by the City or School District during the term of this contract and for three (3) years after termination.

10. AMENDMENTS:

The Agreement may be amended at any time by mutual written agreement of the parties.

11. ENTIRE AGREEMENT:

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded.

12. CONTRACT ADMINISTRATION:

The parties shall each appoint representatives to review contract performance and resolve problems. Each party shall notify the other in writing of its designated representatives. The representatives from the City will include the Auburn Police Department and City of Auburn Finance Department. The contract administrators will meet as needed with either party authorized to call a meeting with ten days written notice to the other.

13. SPECIAL DUTY TO SCHOOL DISTRICT OR OTHERS

SRO's assigned to the District retain a primary obligation to the City, not the School District. They are expected to discharge all duties of their office while performing pursuant to this contract and will not perform any non-law enforcement - peacekeeping functions for the School District. Furthermore, this contract and performance thereof by the City police officers shall not create any special relationship with any person or specific duties to protect any persons from harm or injury including the party signing this contract. The law enforcement - peacekeeping duties to be performed pursuant to this contract are the same in extent and scope as those provided by police officers to every member of the public.

14. MISCELLANEOUS:

Any problem which cannot be resolved by the parties' designated representatives shall be referred to the chief executive officer of the School District and the Auburn Chief of Police for settlement in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this agreement.

CITY OF AUBURN

AUBURN SCHOOL DISTRICT

Nancy Backus, Mayor

Chief Executive Officer

Date: _____

Date: _____

Approved as to Form:

Auburn Police Chief

School District Attorney

Date: _____

Date: _____

Approved as to Form:

Auburn City Attorney

Date: _____

Exhibit A

Services Provided:

The School Resource Officer will work with Auburn School District Administration to identify the appropriate services that will be provided by the School Resource Officer. Services may include the following:

1. Staff training on topics such as youth gangs, violence intervention, drug identification, and intervention.
2. Assist in classroom instruction by discussing topics such as substance abuse prevention, criminal and constitutional law, and personal protection.
3. Parent education on topics such as emerging youth issues related to violence, substance abuse and the criminal justice system.
4. Building rapport with students through informal discussions and attendance at school events (at the school's request, but not to replace security at such events).
5. Law Enforcement Assistance to Schools:
 - a. Assisting with issues such as truancy, child abuse, suicide and violence.
 - b. Providing law enforcement services on an as-needed basis.
 - c. Assist with staff in developing a site security plan.

Exhibit B

Cost for Services Provided by Officers:

The estimated costs are based on the 2019-2021 Auburn Police Guild Collective Bargaining Agreement for an 8 year veteran officer receiving 3.5% Longevity, 6% College Incentive. Overtime will be extra per Section 4.1 of this agreement. Upon selection of the SRO's, the below costs may increase/decrease based on the officer's time and grade. Updated costs will be provided per Section 4 of this agreement

SRO	ANNUAL CBA COSTS	SCHOOL DISTRICT SHARE
Salary	\$100,276	\$70,193
Salary	\$100,276	\$70,193
Salary	\$100,276	\$70,193
Benefits	\$46,668	\$32,668
Benefits	\$46,668	\$32,668
Benefits	\$46,668	\$32,668
Total		\$308,583