	<p style="text-align: center;">City Council Meeting October 7, 2024 - 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

II. LAND ACKNOWLEDGMENT

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

III. PUBLIC PARTICIPATION

1. Public Participation

The Auburn City Council Meeting scheduled for Monday October 7, 2024 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 205 0468

Toll Free: 888 475 4499

Zoom: <https://us06web.zoom.us/j/82903571818>

A. Pledge of Allegiance

IV. Roll Call

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Domestic Violence Awareness Month

Mayor Backus to proclaim October 2024, as "Domestic Violence Awareness Month" in the City of Auburn

- B. Filipino American History Month
Mayor Backus to proclaim October 2024, as "Filipino American History Month" in the City of Auburn
- C. Hindu Heritage Month
Mayor Backus to proclaim October 2024, as "Hindu Heritage Month" in the City of Auburn
- D. Mental Health Awareness Week
Mayor Backus to proclaim October 6 through 12, 2024, as "Mental Health Awareness Week" in the City of Auburn
- E. Indigenous Peoples' Day
Mayor Backus to proclaim October 14, 2024, as "Indigenous Peoples' Day" in the City of Auburn

VI. APPOINTMENTS

- A. Civil Service Commission
City Council to approve the appointment of John Boatman to the Civil Service Commission for a six year term expiring December 31, 2029

(RECOMMENDED ACTION: Move to approve the appointment of John Boatman to the Civil Service Commission, for a six year term to expire December 31, 2029.)
- B. Parks & Recreation Board
City Council to approve the appointment of Cary Davidson to the Parks & Recreation Board for a three year term expiring December 31, 2026

(RECOMMENDED ACTION: Move to approve the appointment of Cary Davidson to the Parks & Recreation Board, for a three year term to expire December 31, 2026.)

VII. AGENDA MODIFICATIONS

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

- A. **Public Hearings**
 - 1. Public Hearing for T-Mobile West LLC Franchise Agreement No. FRN23-0002 (Gaub)
A Public Hearing to consider Franchise Agreement No. FRN23-0002 for T-Mobile West LLC
- B. **Audience Participation**
This is the place on the agenda where the public is invited to speak to the City Council on any issue.
 - 1. The public can participate in-person or submit written comments in advance.

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

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

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

Email written comments to:
publiccomment@auburnwa.gov

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

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

IX. 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 Baldwin)

X. CONSENT AGENDA

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

- A. Minutes of the September 9, 12, and 13, 2024, Special City Council Meetings
- B. Minutes of the September 16, 2024, City Council Meeting
- C. Minutes of the September 23 and 30, 2024, Study Session Meetings
- D. Claims Vouchers (Thomas)

Claims voucher list dated October 2, 2024 which includes voucher numbers 477522 through voucher 477729, in the amount of \$5,639,892.99, 13 electronic fund transfers in the amount of \$2,105.26 and five wire transfers in the amount of \$937,541.26

E. Payroll Voucher (Thomas)

Payroll check numbers 539612 through 539612 in the amount of \$612,060.76, electronic deposit transmissions in the amount of \$2,775,154.56, for a grand total of \$3,387,215.32 for the period covering September 12, 2024 to October 2, 2024

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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. RESOLUTIONS

A. Resolution No. 5782 (Council)

A Resolution amending the City Council Rules of Procedure

(RECOMMENDED ACTION: Move to adopt Resolution No. 5782.)

B. Resolution No. 5785 (Whalen)

A Resolution authorizing the Mayor to execute amendments to certain Auburn Municipal Airport Land Leases relating to the implementation of the 2025 Fair Market Value Lease Rate Adjustment

(RECOMMENDED ACTION: Move to adopt Resolution No. 5785.)

C. Resolution No. 5786 (Whalen)

A Resolution authorizing the Mayor to execute an Airport Office Space Lease Early Termination with SpanaFlight LLC and execute a new Airport Office Space Lease with Rainier Flight Services, LLC

(RECOMMENDED ACTION: Move to adopt Resolution No. 5786.)

D. Resolution No. 5789 (Gaub)

A Resolution adopting the 2024 Comprehensive Safety Action Plan and committing to Vision Zero Transportation Safety Goals

(RECOMMENDED ACTION: Move to adopt Resolution No. 5789.)

E. Resolution No. 5790 (Whalen)

A Resolution selecting a nominee to serve as a member of the Pierce Transit Board of Commissioners

(RECOMMENDED ACTION: Move to adopt Resolution No. 5790.)

F. Resolution No. 5791 (Faber)

A Resolution authorizing the Mayor to negotiate and execute an agreement between the City of Auburn and King County to accept and expend grant funds for the coordination and provision of services for seniors

(RECOMMENDED ACTION: Move to adopt Resolution No. 5791.)

G. Resolution No. 5792 (Faber)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Cascade Bicycle Club to accept and expend Grant Funds for the operation of two City Bicycle Programs

(RECOMMENDED ACTION: Move to adopt Resolution No. 5792.)

H. Resolution No. 5793 (Backus)

A Resolution supporting the Auburn School District's Proposition No. 1 - School Construction and Facility Improvements General Obligation Bonds - \$532,100,000

(RECOMMENDED ACTION: Move to adopt Resolution No. 5793.)

XIV. MAYOR AND COUNCILMEMBER REPORTS

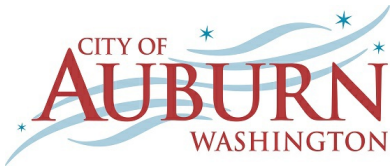
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

B. From the Mayor

XV. 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:

Public Hearing for T-Mobile West LLC Franchise Agreement
No. FRN23-0002 (Gaub)

Date:

August 16, 2024

Department:

Public Works

Attachments:

[Draft Ordinance No. 6951](#)

Budget Impact:

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

Administrative Recommendation:

City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN23-0002 for T-Mobile West LLC for a Wireless Telecommunication Franchise.

Background for Motion:**Background Summary:**

Section 20.04.040 of the Auburn City Code requires the City to hold a Public Hearing before granting or denying a Franchise Agreement. Franchise Agreement No. FRN23-0002 for T-Mobile West LLC will allow T-Mobile to continue to operate their existing wireless telecommunications facilities within the City's public way.

The date of the Public Hearing was set by consent on September 16, 2024.

Reviewed by Council Committees:

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

Meeting Date: October 7, 2024

Item Number: PH.1

ORDINANCE NO. 6951

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING A FRANCHISE FOR WIRELESS TELECOMMUNICATIONS TO T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY

WHEREAS, T-Mobile West LLC (“Franchisee”) has applied for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City of Auburn (“City”), expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those public ways; and

WHEREAS, following proper notice, the City Council held a public hearing on Franchisee’s request for a Franchise; and

WHEREAS, based on the information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City to grant the franchise to Franchisee.

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

Section 1. Definitions

For the purpose of this agreement and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with the definitions set forth in this Franchise and in Auburn City Code 20.02.020. If there is a conflict between any of the definitions set forth in this Franchise and the definitions set forth in Auburn City Code 20.02.020, the definitions in this Franchise shall govern to the extent of such conflict.

A. “ACC” means the Auburn City Code.

B. “Franchise Area” means the location(s) of the Franchisee’s Facilities in the public way at 3 separate sites within the City that are more fully identified and described in Exhibit “A”.

“Franchise Area” does not include private property located outside of the public way which the Franchisee may utilize, lease, or otherwise use for placement of Franchisee Facilities with authorization or other permissions from third parties, and including any necessary permits from any regulatory authority.

C. "Franchisee's Facilities" means any and all equipment, appliances, attachments, appurtenances, antennas, and other items necessary for Telecommunications Services as defined in RCW 35.99.010(7) that are located in the Franchise Area. Franchisee's Facilities in this franchise are more fully identified and described in Exhibit "A".

Unless provided otherwise in this Agreement, "Franchisee's Facilities" do not include: (1) facilities used to provide wireline services, front-haul or back-haul services, including fiber optic cables, coaxial cables, wires, conduit or other equipment, appliances, attachments and appurtenances; (2) small wireless facilities, microcell, minor facility, or small cell facilities, as defined in RCW 80.36.375; or (3) any equipment that is not located within the Franchise Area, or that is covered under a separate Franchise Agreement or agreement.

D. "Franchisee's Services" means the transmission and reception of information, only at the Franchisee's Facilities identified in Exhibit "A", by wireless communication signals including data communications services, over Franchisee's federally licensed frequencies, pursuant to all the rules and regulations of the Federal Communications Commission. However, Franchisee's Services will not include the provision of "cable service", as defined by 47 U.S.C. §522 (as now enacted or hereafter amended), for which a separate franchise would be required.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Agreement, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area specified in Exhibit "A", attached hereto and incorporated by reference. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Franchisee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee's Facilities to provide Franchisee's Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Franchisee Facilities and Franchisee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Franchisee Facilities and Franchisee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

E. Except as explicitly set forth in this Agreement, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, public ways, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Franchisee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any public way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Franchisee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to Chapter 35.79.030 RCW, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4.

G. The Franchisee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the City. Any communication made by e-mail or similar method will not constitute notice pursuant to this Agreement (except in case of notification in an emergency as defined in ACC20.02.020).

City: Right-of-Way Specialist,
Public Works Department – Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010

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

Franchisee: T-Mobile West LLC
T-Mobile USA, Inc.
Attn: Lease Compliance
Site No. City of Auburn Franchise
12920 SE 38th Street
Bellevue, WA 98006
Telephone: 1-877-373-0093
Email Address: Propertymanagement@T-Mobile.com

with a copy to: T-Mobile West LLC
Attn: Property Management
Site No: City of Auburn Franchise
12920 SE 38th Street
Bellevue, WA 98006
Telephone: 1-877-373-0093
Email Address: Propertymanagement@T-Mobile.com

B. Any changes to the above-stated Franchisee notice addresses shall be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this Agreement.

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (NOC 24/7 1-888-662-4662).

Section 4. Term of Agreement

A. This Franchise shall run for a period of fifteen (15) years, from the date of Franchise Acceptance as described in Section 5 of this Agreement.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) days in advance of intent to cancel this Franchise.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "B"), (2) all verifications of

Ordinance No. 6951
Franchise Agreement No. FRN23-0002
August 6, 2024
Page 4 of 18

insurance coverage specified under Section 15, (3) the financial guarantees specified in Section 16, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the “Franchise Acceptance”. The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 27 of this Agreement, the City’s grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Franchisee shall apply for, obtain, and comply with the terms of all permits required under applicable law for any work done within the City. Franchisee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

B. Franchisee agrees to coordinate its activities with the City and all other utilities located within the public way within which Franchisee is undertaking its activity.

C. The City expressly reserves the right to prescribe how and where Franchisee’s Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee as provided for in Chapter 35.99 RCW.

D. Before beginning any work within the public way, the Franchisee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

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

Section 7. Repair and Emergency Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

Section 8. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe conditions, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed, or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 10 and Chapter 35.99 RCW.

B. Franchisee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 14, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

B. If a readjustment or relocation of the Franchisee Facilities is necessitated by a request from a party other than the City, that party shall pay the Franchisee the actual costs associated with such relocation.

Section 11. Abandonment and or Removal of Franchisee Facilities

A. Within one hundred and eighty days (180) of Franchisee's permanent cessation of use of the Franchisee's Facilities, the Franchisee will, at the City's discretion, either abandon in place or remove the affected facilities.

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchisee's Facilities. Any plan for abandonment of Franchisee Facilities must be approved in writing by the City.

C. The parties expressly agree that this Section will survive the expiration, revocation or termination of this Franchise.

Section 12. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Franchisee will underground the Franchisee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Where other utilities are

present and involved in the undergrounding project, Franchisee will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's Facilities. Common costs will include necessary costs for common trenching and utility vaults. Fair share will be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 13. Franchisee Information

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

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City.

Section 14. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors or omissions, or from the conduct of Franchisee's business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise Agreement, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the

parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, public way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

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

Section 15. Insurance

A. The Franchisee shall procure and maintain for the duration of this Agreement and as long as Franchisee has Facilities in the public way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and Franchisee's use of the public way.

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

C. Minimum Scope of Insurance. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, claims arising from Franchisee's independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City

shall be included as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise Agreement ISO endorsement CG 20 12 05 09 if the franchise agreement is considered a master permit as defined by RCW 35.99.010, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

2. Commercial Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01 or a carrier-maintained form that is equivalent to ISO form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be included as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance. The Franchisee shall maintain insurance that meets the following limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

2. Commercial Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and employer's liability insurance with limits of not less than \$1,000,000.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Commercial Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions. For matters which Franchisee is liable under this Agreement, Franchisee's Commercial General Liability, Commercial Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

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

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Agreement. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO form CG 20 26 or a carrier-maintained form that is equivalent to ISO form CG 20 26.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Agreement. Upon request by the City in the event of a claim giving rise to a coverage dispute the Franchisee shall furnish certified copies of all required applicable insurance policies involved in such dispute, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within ten (10) business days of its receipt of a notice of such cancellation.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Franchisee to correct the breach, terminate the Agreement.

K. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise Agreement, Franchisee or its affiliated parent entity shall comply with the following: (i) Franchisee shall submit a letter to the City stating which of the above required Insurance provisions in this Section 15 Franchisee proposes to self-insure; (ii) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (iii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iv) Franchisee assumes all defense and indemnity obligations as outlined in Section 14.

Section 16. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 19 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

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

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

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

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

Section 18. Dispute Resolution

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

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any such action will be entitled to its attorneys' fees and costs.

Section 19. Enforcement and Remedies

A. If the Franchisee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this agreement, the City may, at its discretion, provide Franchisee with written notice to cure the

breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's actions are not allowed under applicable federal and state or City laws, to compel Franchisee to cease those actions.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Franchisee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

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

Section 21. License, Tax and Other Charges

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect.

Section 24. Titles

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

Section 25. Implementation.

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

Section 26. Entire Agreement

This Agreement, as subject to the appropriate city, state, and federal laws, codes, and regulations, and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. All previous Agreements between the parties pertaining to Franchisee's operation of its Facilities located in the Franchise Area identified in Exhibit A are hereby superseded.

Section 27. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

PUBLISHED: _____

EXHIBIT "A"

FRANCHISE AREA

Site ID: SE4042A, Peasley Canyon

Location: 46th PI S/S 331st St
Latitude 47-18-16.60N NAD 83
Longitude 122-16-14.80W

Description: Telecommunications Facility consisting of antennas located on an existing 88' above ground wood utility pole in the public way, with connecting underground conduit to above ground radio equipment cabinets located in a 12'x17' cedar wood fence enclosure in the public way that is near (but not located on) private property at 33043 46th Place South, Auburn WA 98001.

Site ID: SE04028B, Mountain View Cemetery/PR

Location: 56th Ave SE, Auburn WA
Latitude 47-18-38.93N NAD 83
Longitude 122-15-56.20W

Description: Telecommunications Facility consisting of antennas located on an existing 75' above-ground wood utility pole in the public way of 56th Ave SE with connecting underground conduit to ground equipment located on private property at 5606 S 324th Place, Auburn WA 98001.

Site ID: SE04715I, Lea Hill CHINN

Location: 116th Ave SE, Auburn WA
Latitude 47-19-03.51N NAD83
Longitude 122-11-13.74W

Description: Telecommunications Facility consisting of antennas located on existing 54' above-ground wood utility pole in the public way of 116th Ave SE with connecting underground conduit to ground equipment located on private property at 11534 SE 318th Place, Auburn WA 98092.

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

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

Franchisee Name _____
Address _____
City, State, Zip _____



By: _____
Name:
Title:

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

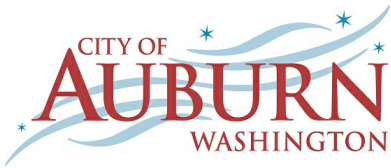
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

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

MY COMMISSION EXPIRES: _____

Ordinance No. 6951
Franchise Agreement No. FRN23-0002
August 6, 2024
Page 18 of 18



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the September 9, 12, and 13, 2024, Special City Council Meetings

Date:

October 1, 2024

Department:

City Council

Attachments:

[09-09-2024 Special Meeting Minutes](#)

[09-12-2024 Special Meeting Minutes](#)

[09-13-2024 Special Meeting Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Background for Motion:

Background Summary:

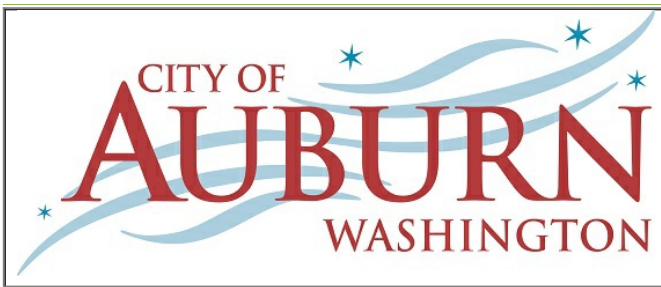
Reviewed by Council Committees:

Councilmember:

Meeting Date: October 7, 2024

Staff:

Item Number: CA.A



**Special City Council Meeting
September 9, 2024 - 4:00 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

Mayor Backus called the meeting to order at 4:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

II. LAND ACKNOWLEDGEMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

IV. ROLL CALL

Councilmembers present: Acting Deputy Mayor Yolonda Trout-Manuel, Hanan Amer, Kate Baldwin, Cheryl Rakes, and Tracy Taylor. Councilmember Clinton Taylor attended the meeting virtually via Zoom and Deputy Mayor Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Parks, Arts and Recreation Daryl Faber, Director of Administration Dana Hinman, Director of Human Resources & Risk Management Candis Martinson, Director of Community Development Jason Krum, Director of Innovation and Technology David Travis, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Human Services Kent Hay, Financial Planning Manager Frank Downard, and City Clerk Shawn Campbell.

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.

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

No one came forward to speak.

V. DISCUSSION ITEMS

A. 2025-2026 Biennial Budget Workshop 1 of 3 (Thomas)

Director Thomas and Manager Downard provided Council with an overview of the 2025-2026 Biennial Budget including the legislative calendar, the proposed schedule for the three budget meetings, a review of the four types of Governmental Funds including the General Fund, Special Revenue Fund, Capital Funds, and Debt Service Funds. They reviewed the 2025-2026 Budget goals and considerations, revenue projections including Property, Sales, Utility and Business and Occupation (B&O) Taxes, permit revenue, and other governmental charges. They discussed the expenditure drivers including salaries, medical and pensions, the current condition of the General Fund, including sales tax, permitting fees, and B&O Taxes. They reviewed the General Fund new funding requests, and the 2025-2026 proposed Budget summary with fund balance impacts.

Council discussed the miscellaneous fund, medical and pension expenses, Interfund Transfers, General Funds Transfers, and B&O Tax.

City Attorney Whalen provided Council with an overview of the Legal Department including the Divisions: City Clerk's Office, Prosecution, Civil, and Real Estate.

Council discussed prosecution rates, and the Municipal Court vs. King County District Court.

Director Hinman provided Council with an overview of the Council Budget including accomplishments, 2025-2026 goals and objectives, Mayor and Council Budget overview, new Budget requests including a Citywide Strategic Plan and reclassing an existing position to City Administrator.

Council discussed Auburn's Sister Cities, and the City Administrator position.

Director Hinman provided Council with an overview of the Department of Administration's Budget including the Department overview, 2023-2024 accomplishments, 2025-2026 goals, and the baseline changes to the Budget.

Council discussed the Community Emergency Response Team (CERT) classes.

Director Martinson provided Council with an overview of the Human Resources and Risk Management proposed Budget including a

Department overview, the 2023-2024 accomplishments, and 2025-2026 goals. She reviewed the new requests including the Washington Cities Insurance Authority (WCIA) Liability Insurance cost increase, Civil Service background investigator, Unaffiliated Employee compensation study, and the King County District Court Services Agreement.

Council discussed the request for a Unaffiliated Employee compensation study.

Director Thomas presented Council with an overview of the Finance Department proposed Budget including the Department overview, 2023-2024 accomplishments, 2025-2026 goals, and the baseline budget overview.

Director Thomas provided Council with an overview of the Non-Departmental Fund Department Budget, and explained the items charged out of the Non-Departmental Fund.

Director Thomas provided Council with an overview of the other Governmental Fund Budget.

Director Hay provided Council with an overview of the Human Services Department Budget, he reviewed the Community Development Block Grant (CDBG) Funding, Homelessness Coordinators outreach, the Human Services funding request of a new vehicle, and additional funding for Human Services.

Council discussed shelter capacity, day shelter hours, and increases to Grant Funding.

Director Goodson-Moore provided Council with an overview of the Office of Equity and Outreach proposed Budget. She reviewed the Department overview, 2025-2026 goals, 2023-2024 accomplishments, and the baseline budget.

Council discussed the lack of the Budget requests from the Office of Equity and outreach.

Director Faber provided Council with an overview of the Parks, Arts and Recreation proposed budget. He provided a Departmental overview, 2023-2024 accomplishments, 2025-2026 goals, and the baseline budget. New requests including Parks Security, and an increase to inventory at the Golf Course.

VI. ADJOURNMENT

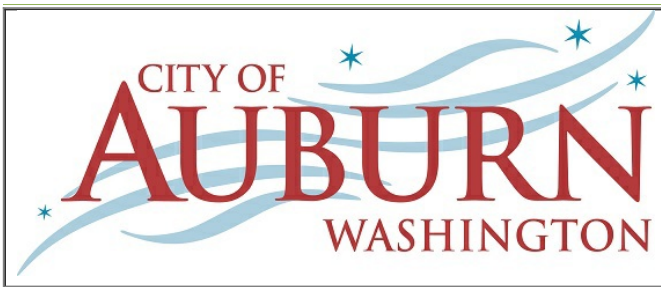
There being no further business to come before the Council, the meeting was adjourned at 6:35 p.m.

APPROVED this 7th day of October 2024.

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.



**Special City Council Meeting
September 12, 2024 - 4:00 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

Mayor Backus called the meeting to order at 4:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

II. LAND ACKNOWLEDGEMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

IV. ROLL CALL

Councilmembers present: Acting Deputy Mayor Yolonda Trout-Manuel, Hanan Amer, Kate Baldwin, Cheryl Rakes, and Tracy Taylor. Councilmember Clinton Taylor attended the meeting virtually via Zoom and Deputy Mayor Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Parks, Arts and Recreation Daryl Faber, Director of Administration Dana Hinman, Director of Human Resources & Risk Management Candis Martinson, Director of Community Development Jason Krum, Director of Innovation and Technology David Travis, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Human Services Kent Hay, Financial Planning Manager Frank Downard, and City Clerk Shawn Campbell.

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.

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

No one came forward to speak.

V. **DISCUSSION ITEMS**

A. 2025-2026 Biennial Budget Workshop 2 of 3 (Thomas)

Director Thomas provided Council with an overview of the 2025-2026 Biennial Budget including the continued General Fund Budget proposals.

Director Krum provided Council with an overview of the Community Development Department including the 2023-2024 accomplishments, 2025-2026 goals, and the proposed changes to the baseline Budget.

Council discussed vacant storefronts in Auburn, and the Business Improvement Area (BIA) funds.

Chief Caillier provided Council with an overview of the Police Department including the 2023-2024 accomplishments, 2025-2026 goals, and the proposed changes in the Departments baseline Budget.

Director Gaub provided Council with a presentation on traffic cameras, Valley Communication funds, hiring bonuses, South Correctional Entity (SCORE) Costs, and the Drug Forfeiture Fund.

Council discussed the proposed increases in officers and duties, school zone tickets issued, crime in the community, Project Be Free, cameras in high crime areas, and hiring bonuses.

Director Gaub provided Council with an overview of the Public Works Department including the General Funds for Engineering and Maintenance & Operations, 2023-2024 accomplishments, 2025-2026 goals, and the baseline Budget highlights.

Director Thomas provided Council with an overview of the 2025-2026 General Government Capital Budget including the Six Year Capital Improvement Plan, Real Estate Excise Tax (REET) 1 and REET 2 funding, Mitigation Funds, Transportation Benefit District funds, Utility Taxes, and she reviewed the funds from the General Transportation Fund.

Director Gaub provided Council with an overview of the Capital Budget for General Transportation as part of the Transportation Improvement Program, for Capacity, Non-Capacity, and Preservation Projects.

Council discussed the Lea Hill project, project schedules, and fund transfers.

Director Thomas provided Council with an overview of the Capital

Improvement Fund and explained the items that are paid for out of the Capital Improvement fund. Director Gaub reviewed the projects being Budgeted for from the Capital Improvements Fund, and Debt Services payments.

Director Faber and Director Thomas provided Council with an update on the Auburn Avenue Theater.

Council discussed bond funding, and revenue for Parks admissions.

Director Faber provided Council with an overview of the Municipal Parks Fund including the Capacity and Non-Capacity Projects.

Council discussed pickleball courts, timing of projects, and Parks security.

Director Thomas explained the funds to be expended for Infrastructure from the Local Revitalization Funding.

Council discussed the Auburn Avenue Theater plans.

VI. **ADJOURNMENT**

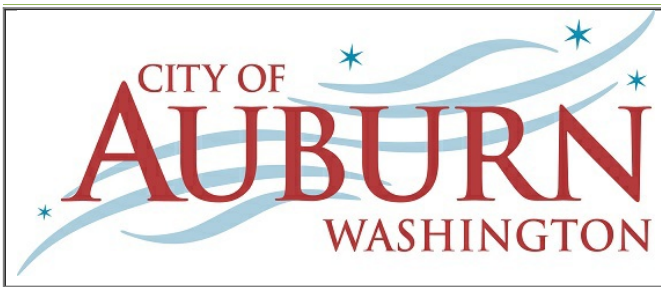
There being no further business to come before the Council, the meeting was adjourned at 5:52 p.m.

APPROVED this 7th day of October 2024.

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.



**Special City Council Meeting
September 13, 2024 - 4:00 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

Mayor Backus called the meeting to order at 4:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

II. LAND ACKNOWLEDGEMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

IV. ROLL CALL

Councilmembers present: Acting Deputy Mayor Yolonda Trout-Manuel, Hanan Amer, Kate Baldwin, Cheryl Rakes, and Tracy Taylor. Councilmember Clinton Taylor attended the meeting virtually via Zoom and Deputy Mayor Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Parks, Arts and Recreation Daryl Faber, Director of Administration Dana Hinman, Director of Human Resources & Risk Management Candis Martinson, Director of Community Development Jason Krum, Director of Innovation and Technology David Travis, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Human Services Kent Hay, Financial Planning Manager Frank Downard, and City Clerk Shawn Campbell.

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.

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

No one came forward to speak.

V. **DISCUSSION ITEMS**

A. 2025-2026 Biennial Budget Workshop 3 of 3 (Thomas)

Director Thomas provided Council with an overview of the 2025-2026 Biennial Budget including Internal Service Funds, Proprietary Funds, Fiduciary Funds and a review of the General Fund. She reviewed the six Internal Service Funds and the services they provide to the City.

Director Hinman provided Council with an overview of the Facilities Fund including the funding allocations, services provided, and staffing duties. Director Thomas explained the Funding of a Facility Fund.

Director Hinman provided Council with an overview of the Multimedia Internal Services Fund allocations. She reviewed the services the Division provides.

Council discussed goals with social media.

Director Martinson provided Council with an overview of the Workers Compensation Fund. She explained the City is self-insured and the process of funding the Fund, and explained the claim process.

Director Martinson provided Council with an overview of the Insurance Fund.

Director Travis provided Council with an overview of the Innovation and Technology Internal Services Fund including the 2023-2024 accomplishments, 2025-2026 goals and the baseline Budget changes.

Council discussed support of projects, and data collection.

Director Gaub provided Council with an overview of the Equipment Rental & Replacement Fund including funding for the Equipment Rental and Revolving (ER&R) Fund, staffing, 2023-2024 accomplishments, 2025-2026 goals, and the baseline Budget highlights.

Council discussed pool vehicles, and retention of staff with new certification.

Director Gaub provided Council with an overview of the Utility Fund including water, sewer, storm, and King County Storm, the scope of the Fund, 2023-2024 accomplishment, 2025-2026 goals, and changes to the baseline Budget.

Council discussed working capital, interest earnings, and a ditch program.

Director Gaub provided Council with an overview of the Airport Enterprise Services Fund including a Department overview, 2023-2024 accomplishments, 2025-2026 goals, and changes to the baseline Budget.

Council discussed the instrument improvements.

Director Faber provided Council with an overview of the Cemetery Enterprise Fund including a department overview, 2023-2024 accomplishments, 2025-2026 goals and the changes to the baseline Budget.

Council discussed postmortem services, acres at the Cemetery, and double depth burials.

Director Thomas provided an overview of the Solid Waste Fund including a brief history of the contract, a Department overview, 2023-2024 accomplishments, 2025-2026 goals and changes to the baseline Budget.

Council discussed the Solid Waste Lien process, Business and Occupation (B&O) Taxes, and inhouse billing.

Director Thomas provided Council with an overview of the Fiduciary Funds including the South King County Housing & Homelessness Partners (SKHHP) Fund, Fire Pension Fund, and the Cemetery Endowment Fund. She explained the purpose for the Funds.

Director Thomas provided Council with an overview of the General Fund Summary including the baseline revenues, the proposed new revenues, the proposed baseline expenditures, the proposed new expenditures, the Governmental Capital Fund and the next steps for Budget approval.

Council discussed the reclassification of the City Administrator position, how to provide questions to staff, Public Hearings, addition of funds to address gun violence, salary survey, additional funding for the Office of Equity, and the Council travel Budget.

VI. **ADJOURNMENT**

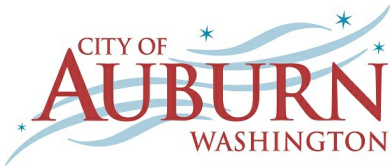
There being no further business to come before the Council, the meeting was adjourned at 6:29 p.m.

APPROVED this 7th day of October 2024.

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 September 16, 2024, City Council Meeting

Department:

City Council

Attachments:

[09-16-2024 Meeting Minutes](#)

Date:

October 1, 2024

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Background for Motion:

Background Summary:

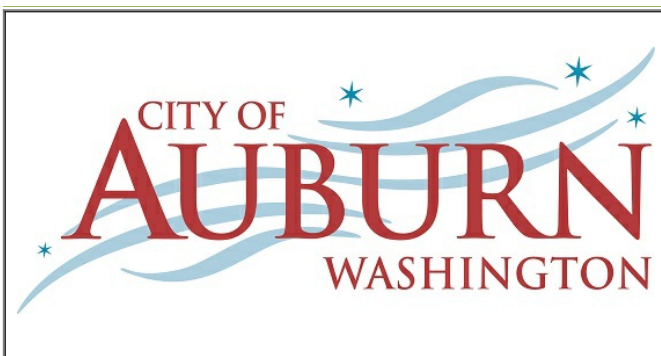
Reviewed by Council Committees:

Councilmember:

Meeting Date: October 7, 2024

Staff:

Item Number: CA.B



**City Council Meeting
September 16, 2024 - 7:00 PM
City Hall Council Chambers
MINUTES
Watch the meeting LIVE!**

Watch the meeting video
Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

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

II. LAND ACKNOWLEDGMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

IV. Roll Call

Councilmembers present: Acting Deputy Mayor Yolanda Trout-Manuel, Hanan Amer, Kate Baldwin, Cheryl Rakes, Tracy Taylor, and Clinton Taylor. Deputy Mayor Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: Senior City Staff Attorney Taryn Jones, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Community Development Jason Krum, Director of Human Services Kent Hay, Assistant Director of Public Works Jacob Sweeting, Real Estate Manager Josh Arndt, Business Systems Analyst Noah Son, and Deputy City Clerk Hannah Scholl.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Hispanic Heritage Month

Mayor Backus proclaimed September 2024 as "Hispanic Heritage Month" in the City of Auburn.

Acting Deputy Mayor Trout-Manuel accepted the proclamation, and expressed her gratitude for having the opportunity to serve the City.

VI. APPOINTMENTS

A. Junior City Council

City Council to approve the appointments of Phia So Chea, Erica Rios, and Joey Rush to Auburn Junior City Council for a two-year term expiring August 31, 2026

Acting Deputy Mayor Trout-Manuel moved and Councilmember C. Taylor seconded to approve the appointments of Phia So Chea, Erica Rios, and Joey Rush to the Auburn Junior City Council for a two-year term expiring August 31, 2026.

MOTION CARRIED UNANIMOUSLY. 6-0

VII. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

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

Written Comments:

Steven Krier Auburn, WA

Steven provided comments regarding camping Ordinance No. 6950.

Mark Celich Auburn, WA

Mark expressed concerns regarding Long Range Acoustic Devices, Highway Performance Monitoring Systems, and Child Trafficking.

Sydney Bay Auburn, WA

Sydney expressed concerns regarding camping Ordinance No. 6950.

In-Person Comments:

Doctor Brass Auburn, WA

Doctor Brass expressed concerns regarding budgeting for the Auburn Police Department, and expressed gratitude for the City of Auburn community programs.

Camilla Auburn, WA

Camilla expressed concerns regarding crime in the City of Auburn.

Sydney Carmichael Auburn, WA
Sydney expressed concerns regarding gun violence in the City of Auburn and budgeting for the Auburn Police Department.

Bonnie Helms Auburn, WA
Bonnie expressed concerns regarding the storage of lithium batteries.

Diana Johnson Auburn, WA
Diana expressed concerns regarding gun violence in the City of Auburn.

B. Correspondence

There was no correspondence for Council to review.

1. Executive Session

Mayor Backus adjourned into executive session at 7:20 p.m. per RCW 42.30.110(1)(i)(ii) and (iii) to discuss with legal counsel potential litigation that may be commenced against the City, and the legal risks of a proposed action when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency for 30 minutes. Mayor Backus, Councilmembers, Senior City Staff Attorney Jones, Real Estate Manager Arndt, Director of Public Works Gaub, Assistant Director of Public Works Sweeting, Director of Human Services Hay, and Director of Finance Thomas were required to attend.

Mayor Backus extended the executive session at 7:46 p.m. for 12 minutes.

Mayor Backus reconvened the meeting at 8:02 p.m.

IX. 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 Baldwin)

Councilmember Baldwin, Chair of the Finance Ad Hoc Committee, reported she and Councilmember Amer reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

X. 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 August 19, 2024, City Council Meeting

- B. Minutes of the August 26, 2024, Special City Council Meeting
- C. Minutes of the August 26, 2024, Study Session Meeting
- D. Setting the date a for Public Hearing for T-Mobile West LLC Franchise Agreement (Gaub)
City Council to set the date for a Public Hearing for Franchise Agreement No. FRN23-0002 for T-Mobile West LLC
- E. Claims Vouchers (Thomas)
Claims voucher list dated August 28, 2024 which includes voucher numbers 477222 through voucher 477372, in the amount of \$2,659,823.75, eight electronic fund transfers in the amount of \$2,451.34 and three wire transfers in the amount of \$742,381.55

Claims voucher list dated September 11, 2024 which includes voucher numbers 477373 through voucher 477521, in the amount of \$8,316,973.11, six electronic fund transfers in the amount of \$1,312.21 and four wire transfers in the amount of \$1,038,575.97
- F. Payroll Voucher (Thomas)
Payroll check numbers 539607 through 539607 in the amount of \$607,116.74, electronic deposit transmissions in the amount of \$2,733,068.75, for a grand total of \$3,340,185.49 for the period covering August 15, 2024 to August 28, 2024

Payroll check numbers 539609 through 539611 in the amount of \$80,805.08, electronic deposit transmissions in the amount of \$2,833,609.19, for a grand total of \$2,914,414.27 for the period covering August 29, 2024 to September 11, 2024

Acting Deputy Mayor Trout-Manuel moved and Councilmember C. Taylor seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. UNFINISHED BUSINESS

Acting Deputy Mayor Trout-Manuel moved and Councilmember Baldwin seconded to remove the Council Rules of Procedure discussion item from the September 23, and September 30, 2024, Study Session Meeting and move the item to the November 25, and December 9, 2024, Study Session Meeting.

Council discussed Budget meetings, Comprehensive Plan, National League of Cities (NLC) Conference dates, gun violence, public safety, and timelines.

MOTION FAILED 3-3. Acting Deputy Mayor Trout-Manuel,

Councilmembers Baldwin and C. Taylor voted yes.

XII. NEW BUSINESS

Councilmember Baldwin moved and Acting Deputy Mayor seconded to add an Ad Hoc Committee to address Gun Violence in the Auburn community.

Council discussed meetings with the Mayor, Police Department, Police Advisory Committee (PAC), and staff, Budget, heat maps for gun violence, recommendations, on-going updates, the Open Public Meetings Act (OPMA), and mental health resources.

Councilmember T. Taylor motioned to Call the Question.

MOTION FAILED 3-3. Acting Deputy Mayor Trout-Manuel, Councilmembers Baldwin and C. Taylor voted yes.

XIII. ORDINANCES

A. Ordinance No. 6949 (Krum)

An Ordinance for a Site Specific Rezone of a portion of one parcel from R-10, Residential Zone - Ten Dwelling Units per Acre to R-20, Twenty Dwelling Units per Acre

Councilmember T. Taylor moved and Councilmember Amer seconded to approve Ordinance No. 6949.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Ordinance No. 6950 (Hay)

An Ordinance relating to Camping on City Property, amending Sections 2.22.210 and 9.50.030 of the Auburn City Code, and providing for severability and an effective date

Councilmember C. Taylor moved and Acting Deputy Mayor Trout-Manuel seconded to approve Ordinance No. 6950.

Council discussed resources and outreach.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Ordinance No. 6952 (Gaub)

An Ordinance relating to Water Main Extensions and Requirements for Private Fire Hydrant Installations and Maintenance Responsibilities, and amending Chapters 13.06 Water System Responsibility, 13.08 Water Main Extensions and Payment, and 13.16 Fire Hydrants of the Auburn City Code

Councilmember T. Taylor moved and Councilmember C. Taylor seconded to approve Ordinance No. 6952.

MOTION CARRIED UNANIMOUSLY. 6-0

D. Ordinance No. 6953 (Gaub)

An Ordinance amending conditions of Ordinance No. 6839 associated with Vacating Right-of-Way of a portion of West Main Street, East of Lund Road SW, within the City of Auburn, Washington

Councilmember T. Taylor moved and Councilmember Rakes seconded to approve Ordinance No. 6953.

MOTION CARRIED UNANIMOUSLY. 6-0

XIV. 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

Councilmembers had no reports.

B. From the Mayor

Mayor Backus reported she attended the Aerospace Dinner hosted by the Seattle Metropolitan Chamber to discuss business revenue, increased jobs and wages, a Townhall Meeting regarding the Sound Transit Light Rail, meeting with Director Eleuthera Lisch of the Regional Office of Gun Violence Prevention to discuss a potential Lock-Box Event, and the first 2024 Auburn Civics Academy class.

XV. ADJOURNMENT

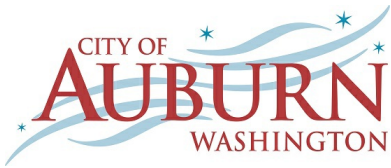
There being no further business to come before the Council, the meeting was adjourned at 7:49 p.m.

APPROVED this 7th day of October 2024.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy 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 September 23 and 30, 2024, Study Session Meetings

Date:

October 1, 2024

Department:

City Council

Attachments:

[09-23-2024 Meeting Minutes](#)

[09-30-2024 Meeting Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Meeting Date: October 7, 2024

Staff:

Item Number: CA.C

	<p>City Council Study Session PWCD SFA September 23, 2024 - 5:30 PM City Hall Council Chambers MINUTES</p> <p><input type="text"/> Watch the meeting LIVE!</p> <p><input type="text"/> 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

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

A. PUBLIC PARTICIPATION

Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Acting Deputy Mayor Yolonda Trout-Manuel, Hanan Amer, Kate Baldwin, Cheryl Rakes, Clinton Taylor, and Tracy Taylor. Deputy Mayor Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: Deputy City Attorney Paul Byrne, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Sewer Utility Engineer Robert Elwell, Project Engineer Kim Truong, Utilities Engineering Manager Ryan Vondrak, Business Systems Analyst Chrissy Malave, and City Clerk Shawn Campbell.

II. AGENDA MODIFICATIONS

There were no modifications to the agenda.

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. REDI Report Out

Councilmember Baldwin provided a report on the Racially Equitable, Diverse, and Inclusive (REDI) Program including an update on the final draft of the REDI Work Plan.

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Comprehensive Sewer Plan (Gaub) (45 Minutes)

Engineer Elwell provided Council with an overview of the 2024 Comprehensive Sewer Plan including the various parts of the Utilities Element in the Comprehensive Sewer Plan, Plan development and progress, an overview of the Sanitary Sewer System, updates and requirements to the Plan including the purpose, updates to the Revised Code of Washington (RCW), clarification of examples, future growth and projections, existing system description, Wastewater System Analysis, inflow and infiltration to the Sewer System, System Inventory Plan, system component evaluations, the role of the Maintenance and Operations Division, the Capital Improvement Plan, funding for the Sanitary Sewer Comprehensive Plan, and the next steps for adoption of the Comprehensive Sewer Plan.

Council discussed the Capital Improvement Plan, policy changes, sewer mapping, notification of customers concerns, and additional sources to have sewer input.

B. Comprehensive Transportation Plan (Gaub) (45 Minutes)

Assistant Director Sweeting provided Council with an update on the 2024 Comprehensive Transportation Plan including a review of the schedule of adoption of the Comprehensive Plan, purpose of the update, summary of the chapters in the Plan, Multimodal Network Standards, interactive map for projects, existing and future conditions for active transportation, transit, freight, Comprehensive Safety Plan, goals, policy and actions for the Transportation Plan, management, Maintenance and Operations of the plan, funding for the Transportation Plan, and monitoring and evaluations of the Plan.

Council discussed future transit routes and transit wait times, timeline for fulfillment of the goals, and additional transit service.

C. Ordinance No. 6958 (Gaub) (20 Minutes)

An Ordinance providing for the Acquisition by Eminent Domain of property located near or adjacent to R Street SE within the City of Auburn, Washington for roadway widening and associated improvements for Project No. CP2116, R Street SE Widening – 22nd Street SE to 33rd Street SE; declaring Public Use and Necessity; and Providing for Severability and an Effective Date

Engineer Truong and Assistant Director Sweeting provided Council with an overview of Ordinance No. 6958 including the project description, the steps of acquisitions for the property rights, and if necessary the process to condemnation. They explained the public good of the proposed project, proposed R Street SE projects as a part of the R Street widening project, the needed property rights for the project, project schedule, and the next steps in the process.

Council discussed peoples access to their property.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Council Rules of Procedure (Council) (60 Minutes)

Acting Deputy Mayor Trout-Manuel recessed the meeting at 7:16 p.m. for 5 minutes. She reconvened the meeting at 7:25 p.m.

City Clerk Campbell led the Council through the Council Rules of Procedure Section by Section.

Council discussed proposed amendments to Sections 6 through 12.

VI. ADJOURNMENT


There being no further business to come before the Council, the meeting was adjourned at 8:42 p.m.

APPROVED this 7th day of October 2024.

LARRY BROWN, DEPUTY MAYOR

Shawn Campbell, City Clerk

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	<p style="text-align: center;">City Council Study Session September 30, 2024 - 5:30 PM City Hall Council Chambers MINUTES</p> <p style="text-align: center;">Watch the meeting video</p> <p style="text-align: center;">Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Acting Deputy Mayor Yolonda Trout-Manuel, Hanan Amer, Kate Baldwin, Cheryl Rakes, Clinton Taylor, and Tracy Taylor. Deputy Mayor Larry Brown was excused.

Mayor Nancy Backus and the following staff members present included: Deputy City Attorney Paul Byrne, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Right-of-Way Specialist Amber Olds, Airport Manager Tim Mensonides, Real Estate Manager Josh Arndt, and City Clerk Shawn Campbell.

III. AGENDA MODIFICATIONS

The Auburn School District Bond Measure item was added to the Agenda Items for Council Discussion as Item No. IV. E.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Comprehensive Safety Action Plan (Gaub) (40 Minutes)

Assistant Director Sweeting and Taylor Whitaker from Fehr and Peers provided Council with an overview of the 2024 Comprehensive Safety Action Plan including the Washington State Department of Transportation

(WSDOT) required Elements of the Plan, reasons for developing the Plan, and how the Department developed the Plan. They reviewed the crash data from 2018 to 2022, the prioritization process, vehicle risk factors, vulnerable road user factors, projects and actions to improve safety, final priority project locations, and implementation and performance monitoring. They reviewed the purpose of Resolution No. 5789 including adopting the 2024 Comprehensive Safety Plan, and the long-term goals and vision.

Council discussed helping disadvantaged communities, redlight photo enforcement, partnering with WSDOT and the Muckleshoot Indian Tribe on shared roads, the area between Kersey Road and Auburn Way, and additional lighting on 15th Street NW.

B. Ordinance No. 6951 (Gaub) (10 Minutes)

An Ordinance granting a franchise for Wireless Telecommunications to T-Mobile West LLC, a Delaware Limited Liability Company

Specialist Olds provided Council with an overview of Ordinance No. 6951 including a brief overview of the project, the three facilities in the City, and the term of the agreement.

C. Resolution No. 5785 (Whalen/Gaub) (5 Minutes)

A Resolution authorizing the Mayor to execute amendments to certain Auburn Municipal Airport Land Leases relating to the implementation of the 2025 Fair Market Value Lease Rate Adjustment

Manager's Arndt and Mensonides provided Council with an overview of Resolution No. 5785 including how fair market value is determined, adjustments to lease amount, options to implement the increase over three years, the proposed increase effects to the Airports Budget, and fostering relationships with the tenants.

Council discussed the proposed increase each year over the term of the lease.

D. Resolution No. 5786 (Whalen) (5 Minutes)

A Resolution authorizing the Mayor to execute an Airport Office Space Lease Early Termination with SpanaFlight LLC and execute a new Airport Office Space Lease with Rainier Flight Services, LLC

Manager's Arndt and Mensonides provided Council with an overview of Resolution No. 5786 including the placement of the tenants in the Airport Municipal Building, the desire of one of the tenants to enter into a long-term lease, the term of the initial lease and the options.

Council discussed the space requested for the long-term lease, and the early termination date.

Councilmember Baldwin arrived at 6:08 p.m.

E. Auburn School District Bond Measure (Mayor) (5 Minutes)

Mayor Backus explained the Auburn School District has requested support for the upcoming Bond Measure on the November 2024 Election.

F. Council Rules of Procedure (Council) (60 Minutes)

City Clerk Campbell led the Council through the Council Rules of Procedure Section by Section.

Council discussed proposed amendments to Sections 12 through 19.

VI. ADJOURNMENT

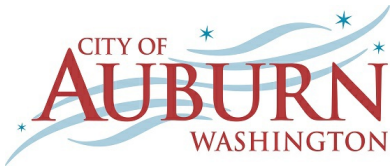
There being no further business to come before the Council, the meeting was adjourned at 9:08 p.m.

APPROVED this 7th day of October 2024.

LARRY BROWN, DEPUTY MAYOR

Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

October 2, 2024

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

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

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:

Background Summary:

Claims voucher list dated October 2, 2024 which includes voucher numbers 477522 through voucher 477729, in the amount of \$5,639,892.99, 13 electronic fund transfers in the amount of \$2,105.26 and five wire transfers in the amount of \$937,541.26.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

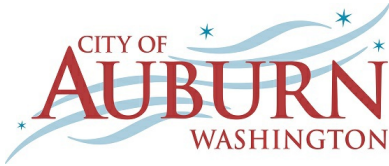
Staff:

Jamie Thomas

Meeting Date: October 7, 2024

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

October 2, 2024

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

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

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:

Background Summary:

Payroll check numbers 539612 through 539612 in the amount of \$612,060.76, electronic deposit transmissions in the amount of \$2,775,154.56, for a grand total of \$3,387,215.32 for the period covering September 12, 2024 to October 2, 2024.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

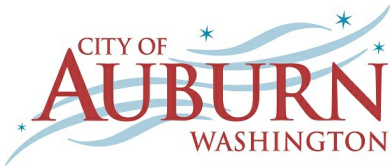
Staff:

Jamie Thomas

Meeting Date: October 7, 2024

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5782 (Council)

Date:

October 1, 2024

Department:

City Council

Attachments:

[Resolution No. 5782](#)

[Council Rules Of Procedure, All revisions shown
in track changes](#)

[Exhibit A - Policies](#)

[Draft Council Rules of Procedure Clean](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5782.

Background for Motion:

Resolution No. 5782 adopts amendments to the City Council Rules of Procedure. The Rules of Procedure were most recently updated September 5, 2023.

Background Summary:

The City Council reviews their Rules of Procedure periodically and makes updates as needed. In June, 2024 there was an Ad Hoc Committee created for the review of the Council Rules of Procedure. The Ad Hoc Committee met on July 3, 2024, July 8, 2024, July 15, 2024 and July 23, 2024 to review and discuss amendments to the Rules. The Ad Hoc presented the proposed changes to the full Council on July 29, 2024. The proposed edits were presented to the full Council on July 29, 2024, August 12, 2024, August 26, 2024, September 23, 2024 and September 30, 2024.

Reviewed by Council Committees:

Councilmember: Hanan Amer

Staff:

Jason Whalen

Meeting Date: October 7, 2024

Item Number:

RES.A

RESOLUTION NO. 5782

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AMENDING THE CITY COUNCIL
RULES OF PROCEDURE

WHEREAS, the City Council adopted its Rules of Procedure on February 4, 2004,
which provided that future amendments would be made by resolution; and

WHEREAS, the City Council most recently revised the Rules of Procedure on
September 5, 2023 via adoption of Resolution No. 5735; and

WHEREAS, the City Council has decided to amend its rules again to implement
current law and to make necessary clarifying changes.

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

Section 1. The Rules of Procedure of the City Council are amended to read in
substantially the same form as the Rules attached hereto 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. The City Clerk is authorized to correct any scrivener's errors and to
repaginate the document upon final approval of the document's content.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

**RULES OF PROCEDURE OF THE CITY COUNCIL OF
THE CITY OF AUBURN, WASHINGTON**

TABLE OF CONTENTS

SECTION 1	AUTHORITY	2
SECTION 2	COUNCIL MEETINGS	2
SECTION 3	ORDER OF BUSINESS FOR REGULAR COUNCIL MEETING AGENDA	4
SECTION 4	COUNCILMEMBER ATTENDANCE AT MEETINGS	8
SECTION 5	PRESIDING OFFICER - DUTIES	10
SECTION 6	COUNCILMEMBERS	11 <u>10</u>
SECTION 7	DEBATES	12 <u>11</u>
SECTION 8	PARLIAMENTARY PROCEDURES AND MOTIONS	13 <u>12</u>
SECTION 9	VOTING	15 <u>14</u>
SECTION 10	COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL	16 <u>15</u>
SECTION 11	PUBLIC HEARINGS AND APPEALS	17 <u>17</u>
SECTION 12	DEPUTY MAYOR SELECTION PROCESS	18 <u>16</u>
SECTION 13	COUNCIL POSITION VACANCY	22 <u>22</u>
SECTION 14	COUNCIL MEETING STAFFING	25 <u>25</u>
SECTION 15	COUNCIL RELATIONS WITH STAFF	25 <u>25</u>
SECTION 16	COUNCIL STUDY SESSIONS, COMMITTEES AND CITIZEN ADVISORY BOARDS	26 <u>26</u>
SECTION 17	COUNCIL REPRESENTATION AND INTERNAL COMMUNICATION	32 <u>32</u>
SECTION 18	TRAVEL AUTHORIZATION	36 <u>29</u>
SECTION 19	CONFIDENTIALITY	37 <u>31</u>
SECTION 20	ENFORCEMENT OF RULES OF PROCEDURE	37 <u>31</u>

RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON

SECTION 1 AUTHORITY

Pursuant to RCW 35A.12.120, the Auburn City Council establishes the following rules for the conduct of Council meetings, proceedings, ~~and~~ business, and the maintenance of order. These rules shall be in effect on adoption by resolution of Council and until they are amended, or new rules are adopted. The Deputy Mayor or Interim Deputy Mayor will coordinate a review of these rules at least once every calendar year.

SECTION 2 COUNCIL MEETINGS

All meetings of the City Council shall be open to the public and all persons shall be permitted to attend, both in person and virtually, any meeting of this body, except as provided in RCW Chapter 42.30. The City Clerk¹ is responsible for preparing agendas for all City Council meetings.²

The City Clerk is responsible for preparing action minutes of all of the Council meetings, that contain an account of all official actions of the Council. Council meetings shall be electronically recorded and retained for the period of time as provided by State law.

2.1 **Regular Meetings.** Regular ~~M~~meetings of the City Council shall be held at 7:00 p.m. on the first and third Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington.³ ~~The regular meeting location may be changed by a majority vote of the City Council.~~

A. If a scheduled Regular Council meeting falls on a legal holiday, the meeting shall be held at 7:00 p.m. on the first business day following the holiday.

B. The Mayor, as ~~P~~presiding ~~O~~fficer, shall be seated at the center of the dais, and the Deputy Mayor or Interim Deputy Mayor shall be seated to the ~~P~~presiding ~~e~~fficer's immediate left. When the Deputy Mayor or Interim Deputy Mayor is acting as the ~~P~~presiding ~~O~~fficer, in the absence of the Mayor, the Deputy Mayor or Interim Deputy Mayor shall be seated in the center of the dais. ~~The seating arrangement for the other members of the Council shall be as determined and directed by the Deputy Mayor~~ or Interim Deputy Mayor. The seating arrangement will be decided once every calendar year.

¹The City Clerk may delegate any of the duties in these Rules to staff.

²ACC 2.03.100

³ACC 2.06.010(A), 2.06.020

[See ACC 2.06.010 (Ord. 3916 § 1, 1983; 1957 code § 1.04.010); ACC 2.06.020 (Ord. 3759 § 1, 1982; 1957 code § 1.04.020); ACC 2.06.030 (1957 code § 1.04.060); ACC 2.06.080 (1957 code § 1.04.090).]

2.2 **Study Sessions.** Study Sessions of the City Council shall be held at 5:30 p.m. on the second, fourth, and fifth Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington.⁴ ~~The regular meeting location, including making the location a virtual forum, for Study Sessions may be changed by a majority vote of the City Council.~~

- A. If a scheduled Study Session falls on a legal holiday, the meeting shall be held at 5:30 p.m. on the first business day following the holiday.
- B. Study Sessions seating arrangement shall be located in the floor space directly in front of the dais, unless there is a public health emergency in effect. The table layout for Council, and presenters, and speakers shall be done in such a way as —to provide for maximum visibility of all attendees. The Deputy Mayor and the Special Focus Area Chairperson for the scheduled focus area, as set out by ~~per~~ the agenda, shall be at a designated head table. No particular seating arrangement shall be required for other members of the Council, or for the Mayor, for Study Sessions.
- C. The Council shall not take final action at a Study Session. For purposes of this rule, “final action” by the Council means a collective positive or negative decision, or an actual vote on a motion, proposal, resolution, order, or ordinance.⁵ Procedural parliamentary motions are not considered final action.

2.3 **Special Meetings.** A Special Meeting of the City Council may be called by the Mayor or any three members of the Council by written notice delivered to each member of the Council at least 24 hours before the time specified for the proposed meeting. Meeting notices shall be delivered by reasonable methods. Those methods can include email notification in addition to notice on the agency’s website and principal location. The City Clerk shall provide the written notices.— No ordinance or resolution shall be passed, or contract let or entered into, or bill for the payment of money allowed, at any special meeting unless public notice of that meeting has been given by notice to the local press, radio, and television that is reasonably calculated to inform the city's inhabitants of the meeting.⁶

[See ACC 2.06.040 (1957 code § 1.04.070).]

2.4 **Emergency Meetings.** Emergency Meetings may be called by the Mayor or Presiding Officer in case of an emergency. Meeting site notice requirements do not apply.

⁴ ACC 2.06.010(B), 2.06.020

⁵ RCW 42.30.020(2)

⁶ ACC 2.06.040; RCW 35A.12.110

In the event of an emergency, Council may vote on emergency expenditures pursuant to RCW 35A.34.140 and 35A.34.150.

- 2.5 **Closed or Executive Sessions.** A Council meeting that is closed to the public. Council, the Mayor, City Attorney, and authorized staff members and/or consultants may attend.

Closed and Executive Sessions may be held during Regular Meetings, Study Session Meetings, and Special Meetings of the City Council, and will be announced by the presiding officer. Closed and Executive Session subjects are limited to considering those matters permitted by State law.⁷

2.6 Council Retreat. Council will coordinate with staff to strive to hold an annual retreat in the first or second quarter of each calendar year.

- 2.67 **Cancellation of Meetings.** Meetings may be canceled by the Mayor with the concurrence of the Deputy Mayor or Interim Deputy Mayor or, in the absence of either, by the Mayor or the Deputy Mayor or Interim Deputy Mayor, or in the absence of both, by the presiding officer or by a majority vote of the City Council, and proper notice given by the City Clerk.

- 2.78 **Quorum.** Four (4) or more Councilmembers will constitute a quorum for the transaction of business.

SECTION 3 ORDER OF BUSINESS FOR REGULAR COUNCIL MEETING AGENDA

All items to be included on the Council's agenda for consideration should be submitted to the City Clerk, in full by 5:00pm on the Wednesday in full by 12:00 Noon on the Tuesday preceding each Regular Council Meeting. The City Clerk shall then prepare a proposed agenda according to the order of business, for approval by the Mayor, or their designee, provided the approval shall be exercised in a manner consistent with ACC 2.03.100. A final agenda will then be prepared by the City Clerk and distributed to Councilmembers as the official agenda for the meeting.

- 3.1 The agenda format of the Regular City Council meeting shall be as follows:
- A. **Call to Order.** The Mayor shall call the meeting to order.
 - B. **Land Acknowledgement.** The Mayor shall make a land acknowledgement.

⁷ RCW 42.30.110(1), 42.30.140

- C. **Public Participation.** This is the place in the agenda where the public is informed on how to participate in the public meeting and/or instructed on the available options to view the public meeting.
- D. **Pledge of Allegiance.** The Mayor, Councilmembers and, at times, invited guests will lead the Pledge of Allegiance.
- E. **Roll Call.** The City Clerk will call the roll.
- F. **Announcements, Proclamations and Presentations.** A proclamation is defined as an official announcement made by the Mayor or the City Council regarding a non-controversial event, activity, or special interest group which has a major city-wide impact.
- G. **Appointments.** Appointing individuals to various committees, boards and commissions. Confirmation of appointments, where confirmation is called for, may be preceded by discussion in Executive Session, where appropriate.
- H. **Agenda Modifications.** Changes to the Council's published agenda are announced at this time.
- I. **Public Hearings and Appeals.** Individuals may comment on public hearing and appeal items by submitting written comments to the City Clerk in advance of the public hearing or by participating in the forum designated by the public hearing notice. However, if an appeal is a closed-record appeal, the matter shall be considered only based on information, evidence, and documents in the record. Argument on the appeal shall refer only to matters, information, documents, and evidence presented at the underlying hearing from which the appeal is taken, and ~~No~~ new information, evidence, or documents may be added, and argument on the appeal may only deal with information, evidence, and documents in the record. The ~~Presiding~~ ~~Officer~~ will state the public hearing and/or appeal procedures before each hearing.
- J. **Public Comment.** Members of the public may comment on any matter related to City business under the Public Comment portion of the meeting agenda. Section 10 of these Rules sets forth the procedures for receiving public comments.
- K. **Correspondence.**
- L. **Council Ad Hoc Committee Reports.** Council ~~Ad Hoc~~ Committee Chairs, or designee, may report on the status of their ~~Ad Hoc~~ Council Committees' progress on assigned tasks and may give their recommendations to the City Council, if any. ~~The Chair of an ad hoc committee must notify the Mayor, Deputy Mayor, City Clerk, and most~~

~~senior member of the ad hoc committee in advance of any anticipated absence.~~

- M. **Consent Agenda.** Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Items on the Consent Agenda include, but are not limited to, the following. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action. The Chair for a Special Focus Area may speak to any of the items on the Consent Agenda that are relevant to the Special Focus Area that they are assigned.
1. Approval of minutes.
 2. Fixing dates for public hearings and appeals.
 3. Approval of claims and vouchers, bid awards, and contracts.
 4. Approval of surplus property.
 5. Other items designated by the City Council.
- N. **Unfinished Business.** Unfinished business of a general nature that was considered by Council at a previous business meeting.
- O. **New Business.** Business, other than ordinances and resolutions, that has not been previously before the City Council and items that are removed from the Consent Agenda for separate discussion and action. Councilmembers are ~~encouraged~~required to provide the Mayor ~~and/or~~ Deputy Mayor or Interim Deputy Mayor information regarding the topic of any new business 48 hours prior to the Council meeting.
- P. **Ordinances.**
1. All ordinances shall be in writing.- Titles may be read aloud before the ordinance is voted on.- Any Councilmember may request a full reading of the text of a proposed ordinance before the vote on its adoption.- The request for a full reading of an ordinance does not need to be voted on.- However, the request for a reading of the title of the proposed ordinance, or a full reading of the text of the proposed ordinance, may be waived by a majority of the Councilmembers in attendance at the Council Meeting.
 2. Before any ordinance is considered for adoption by the City Council, the ordinance shall be included on a Study Session agenda. Council may waive this rule.

After a motion to adopt an ordinance has been made and seconded, the Councilmember making the motion is encouraged to give a brief description of the issues involved with the ordinance, without simply repeating the ordinance title, and may choose to comment on any results of Council discussion or action regarding the issue.

Discussion and debate by the City Council on ordinances will be held before the vote on an ordinance. Councilmembers may approve, reject, or amend the ordinance, or postpone the action and direct staff to further review the proposed ordinance.

An ordinance shall be adopted by a vote of at least a majority of the whole membership of the Council. In the event of a public emergency, an ordinance may be made effective on adoption, instead of after five days after publication, with a majority vote plus one of the whole Council. ~~provided, that public emergency ordinances require a vote of a majority plus one of the whole Council membership.~~ A public emergency ordinance is one designated to protect public health and safety, public property, or public peace.

- Q. **Resolutions.** All resolutions shall be in writing. Titles may be read aloud before the resolution is voted on. Any Councilmember may request a full reading of the text of a proposed resolution prior to the vote on its passage. The request for a full reading of a resolution does not need to be voted on. However, the request for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution may be waived by a majority of the Councilmembers in attendance at the Council Meeting.

After a motion to pass a resolution has been made and seconded, the Councilmember making the motion is encouraged to give a very brief description of the issues involved with the resolution without simply repeating the resolution title, and the Councilmember may choose to comment on any results of Council discussion or action regarding the issue.

Discussion and debate by the City Council on resolutions will be held before the vote on a resolution. Councilmembers shall decide whether or not to amend the resolution, or direct staff to further review the proposed resolution.

A resolution shall be passed by a majority vote of a quorum of the Council, provided that passage of any resolution for the payment of money or that grants or revokes a franchise or license, shall require the affirmative vote of at least a majority of the whole membership of the Council.

- R. **Mayor and Councilmember Reports.** The Mayor and Councilmembers may report on their activities related to federal, state, regional, City, and local organizations for which they are members in their official capacity as

~~elections. Reports shall regard those activities and events that have occurred since the last Regular Meeting and that have an important and direct impact or benefit to the City.~~ ~~significant City-related activities associated with their appointed positions on federal, state, regional, City, and local organizations, since the last regular meeting.~~ The Mayor and Councilmembers shall limit their reports to not more than three (3) minutes, with sensitivity to avoiding duplicate reporting.

S. Adjournment.

3.2 **Recess.** The foregoing agenda may be interrupted for a stated time as called by the ~~P~~presiding ~~O~~fficer to recess for any reason, including ~~C~~losed or ~~E~~xecutive ~~S~~essions.

3.3 **Amendment to Agenda.** The sequence of handling items on the agenda of a particular Regular Council Meeting may be amended from order listed on the printed/approved agenda as follows:

A. **Motion to Suspend the Rules.** On a motion by any member and majority vote, the City Council may suspend the rules to add an item (e.g., under New Business) or to allow an item on the agenda to be considered at a different order or placement in the agenda, or to be referred to an upcoming Study Session agenda (See Rules 2.2 and 16.1).

B. **Adjustment of Agenda by Presiding Officer.** The ~~P~~presiding ~~O~~fficer may adjust the order of items on the agenda, or add items to the agenda, if agreed upon by the Mayor and the Deputy Mayor, subject to being overruled by a majority vote of the Council.

SECTION 4 COUNCILMEMBER ATTENDANCE AT MEETINGS

4.1 Council Meetings.

A. Councilmembers shall attend all scheduled meetings, including committee meetings. ~~Councilmembers shall inform the Mayor or the City Clerk if they are unable to attend any Regular Council meeting, or if they knowingly will be late to any such meetings, or unable to stay for the entire meeting. Councilmembers shall inform the Chair of the committee and the City Clerk if they are unable to attend a meeting.~~

A Councilmember will be excused from a meeting if they have submitted a request ~~to the Mayor or City Clerk~~ in advance of the meeting. Written requests should be submitted ~~whenever possible~~, by email. If the request is made the day of the meeting, it may be made by telephone or in person. The reason for the request shall be given at the time of the request.

Excessive, continued, or prolonged absences may be addressed by the City Council on a case-by-case basis.

Councilmembers shall send their email communication regarding their absence or anticipated late arrival to Council meetings or committees to the CouncilAlerts@auburnwa.gov email address.
~~Additionally, Councilmembers shall notify the Deputy Mayor of anticipated absences.~~

[See ACC 2.06.050 and RCW 35A.12.060]

- B. Councilmembers may participate remotely at Council meetings via telephone, video conference, or other approved electronic means with notification to the Mayor, Deputy Mayor or Interim Deputy Mayor, and designated City staff prior to noon on the day of the meeting. If a Councilmember appears remotely for a Council meeting, the Councilmember will use the City of Auburn approved virtual background. Technical circumstances shall be considered as to the acceptability of remote attendance. Council prefers in-person attendance when possible.
- C. Remote attendance of the entire council may be permissible when and if a declaration of emergency is declared locally, regionally, state-wide, and/or nationally that would prohibit in person attendance by Councilmembers. The Mayor shall direct remote attendance of the Council as necessary and when it is in the interest of the City to conduct Council business.

[See ACC 2.06.050 and RCW 35A.12.060]

4.2 Study Sessions.

- A. Councilmembers shall attend all Study Sessions. Councilmembers shall inform the Mayor or the City Clerk and the Deputy Mayor if they are unable to attend a Study Session, or if they knowingly will be late to any such meeting, or unable to stay for the entire meeting. Councilmembers shall also inform the Chair of ad hoc committees, and Special Focus Areas if they are unable to attend a such meetings.

A Councilmember will be excused from a meeting if they have submitted a request pursuant to section 4.1A of these rules, to the Mayor or City Clerk and the Deputy Mayor in advance of the meeting. Written requests should be submitted whenever possible, by email. If the request is made the day of the meeting, it may be made by telephone or in person. The reason for the request shall be given at the time of the request. Excessive, continued, or prolonged absences may be addressed by the City Council on a case-by-case basis.

[See ACC 2.06.050 and RCW 35A.12.060]

- B. Councilmembers may participate remotely at Study Sessions under the same protocol set forth in Section 4.1B-C.
- 4.3. **Ad Hoc Council Committee Meetings.** Attendance at Ad Hoc Council Committee ~~M~~meetings and Special ~~M~~meetings will not be considered “~~R~~regular ~~M~~meetings” for the purposes of RCW 35A.12.060, applicable to Regular City Council meetings. However, unexcused absences from any Regular or Special meetings, or Ad Hoc Committee meetings, is a violation of these Rules of Procedure.
- 4.4 **Use of Cell Phones Prohibited.** —At all meetings of the City Council, Councilmembers may ~~not~~ use their City cell phones to log into their electronic devices. All cell phones must remain on silent for the duration of the meeting. Personal communication devices may only be used in the event of an emergency. Councilmembers shall not send, receive, read or post e-mails, texts, or social media posts during meetings of the Council.
- 4.5 **Department.** To the extent feasible, Councilmembers shall utilize language appropriate to the seriousness of the public legislative matters at hand. Councilmembers shall address their remarks to the ~~P~~presiding ~~e~~Officer, and shall address elected officials and staff by their title or other method that uses their last name rather than first name, e.g., “Mayor [surname],” “Deputy Mayor [surname],” “Council-member [surname]” “Chief [surname],” or “Director [surname],” as applicable. The purpose of this approach is to ensure that the City Clerk can create accurate meeting minutes. Councilmembers shall refrain from side conversations with other individual Councilmembers. Councilmembers shall also refrain from inappropriate or derogatory body language, comments, or any other actions that detract from the department of the City Council.

SECTION 5 PRESIDING OFFICER - DUTIES

5.1 Conduct of Meetings.

- A. The Mayor will preside over all Regular Meetings, and Special Meetings, and Emergency Meetings of the Council. If the Mayor is absent, the Deputy Mayor or Interim Deputy Mayor will preside. If both the Mayor and Deputy Mayor or Interim Deputy Mayor are absent, the Chair of Municipal Service Special Focus Area or Chair of the Finance and Internal Services Special Focus Area (in that order) ~~Senior Councilmember~~ will preside.
- ~~B.~~ —The Deputy Mayor or Interim Deputy Mayor will preside over Council Study Sessions, other than those portions for which Special Focus Areas are scheduled, in which case the Chair of the Special Focus Area will preside.

If the Deputy Mayor or Interim Deputy Mayor is absent, the Special Focus Area Chair will preside. If both the Deputy Mayor and the Special Focus Area Chair are absent, the Special Focus Area Vice Chair~~Senior Councilmember~~ will preside.

~~C. The Chair of a Special Focus Area must notify the Mayor, Deputy Mayor, City Clerk, and Vice Chair of the Special Focus Area in advance of any anticipated absence.~~

 The Mayor is encouraged to attend Study Sessions.

5.2 The Presiding Officer:

- A. Shall preserve order and decorum at all meetings of the Council and cause the removal of any person in the audience from any meeting who interrupts the meeting after having been warned to cease the interruptive behavior.
- B. Shall observe and enforce all rules adopted by the Council.
- C. Shall decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember.
- D. May affix approximate time limits for each agenda item.

SECTION 6 COUNCILMEMBERS

- 6.1 **Remarks.** Councilmembers who wish to speak shall address the Presiding Officer, and when recognized, shall limit their comments to questions under consideration.
- 6.2 **Questioning.** Any member of the Council, and the Mayor, shall have the right to question any individual, including members of the staff, on matters related to the issue properly before the Council for discussion.
- 6.3 **Obligation to the Public Agency.** Notwithstanding the right of Councilmembers to express their independent opinions and exercise their freedom of speech, Councilmembers should act in a way that reflects positively on the reputation of the City and of the community. Councilmembers shall also interact with other members of the City Council, the Mayor, and City staff in ways that promote effective local government.
- 6.4 **Council Training.** ~~—~~Councilmembers shall participate in training offered by individuals, agencies, entities, and organizations including, but not limited to, the Association of Washington Cities (AWC), Municipal Research and Services Center

(MRSC), Jurassic Parliament, and the State of Washington. This includes initial orientation after taking office, and other required or recommended training.

- 6.4.1 Resources provided to each Council member shall include: 1) a current copy of the “Mayor and Councilmember Handbook” produced by AWC and MRSC, and 2) a current copy of “Mastering Council Meetings: A Guidebook for Elected Officials and Local Governments” from Jurassic Parliament.
- 6.4.2 Training should be completed by each Councilmember within the first year of joining Council. staff will work with Directors, the Deputy Mayor or interim Deputy Mayor, and Councilmembers to ensure required trainings are scheduled and completed.
- 6.4.3 Training may include:
 - Elected Officials Essentials Workshop from AWC
 - NeoGov Training as assigned by Auburn’s HR Department
 - An overview of each Department presented by the respective department’s Director and/or that Director’s delegate
 - A review of Council process for submitting New Business provided by the Deputy Mayor or interim Deputy Mayor
 - A review on the process for submitting materials for the Council packet provided by the City Clerk
 - City of Auburn and associated Facility Tours
 - White River Valley Museum New Hire Tour
- 6.4.4 Progress against training shall be tracked by the Deputy Mayor, or interim Deputy Mayor, and reviewed during 1-on-1 meetings with the individual Council members.

6.5 Participation in Committees, Agencies and Organizations. To better represent the interests of the City of Auburn, Councilmembers are encouraged to participate in assignments to local, regional, state, and national committees, agencies and organizations, and to attend community, regional, and state events. Councilmembers who have confirmed their intent to attend are expected to arrange their appearance in order to avoid unnecessary expenditure of City funds. Code of Conduct. Councilmembers shall be subject to the policies in Exhibit 1 of these Rules as they currently exist or are modified in the future. Unless otherwise stated in these Rules, the terms, provisions, and conditions set forth in the Polices are hereby incorporated into these Rules. Any violation of these policies, as determined by the City Council, shall be subject to section 20.1 of these Rules.

SECTION 7 DEBATES

7.1 **Speaking to the Motion.** No member of the Council, or the Presiding Officer, shall speak more than twice on the same motion except by consent of the

Presiding Officer or a majority of the Councilmembers present at the time the motion is before the Council. The Presiding Officer shall recognize Councilmembers in the order in which they request the floor. The Councilmember who made a motion shall be permitted to speak to it first. The Presiding Officer may also allow discussion of an issue before stating a motion when such discussion would facilitate wording of a motion.

- 7.2 **Interruption.** No member of the Council, or the Presiding Officer, shall interrupt or argue with any other member while such member has the floor, other than the Presiding Officer's duty to preserve order during meetings as provided in Section 5.2.A of these rules.
- 7.3 **Courtesy.** Members of the Council and the Presiding Officer, in the discussion, comments, or debate of any matter or issue, shall address their remarks to the Presiding Officer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or ~~indulge in~~make derogatory remarks or insinuations ~~in~~with respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.
- 7.4 **Challenge to Ruling.** Any member of the Council shall have the right to challenge any action or ruling of the Presiding Officer, in which case the decision of the majority of the members of the Council present shall govern.

SECTION 8 PARLIAMENTARY PROCEDURES AND MOTIONS

- 8.1 Unless specifically provided in these rules, all City Council meeting discussions shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition).
- 8.2 If a motion does not receive a second, it dies. Matters that do not constitute a motion (and for which no second is needed) include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege.
- 8.3 A motion that receives a tie vote fails. ~~Except where prohibited by law,~~ the Mayor, as Presiding Official, shall be allowed to vote to break a tie vote, except where prohibited by law.
- 8.4 Motions shall be stated in the affirmative. For example, "I move to approve" as opposed to "I move to reject." Councilmembers shall be clear and concise and not include arguments for the motion within the motion.

- 8.5 After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote. A motion and second is not an indication by a Councilmember that they support the action. The motion and second enables discussion and debate in advance of a formal vote.
- 8.6 If any Councilmember wishes to abstain from a vote on a motion that Councilmember shall so advise the City Council, shall remove and absent themselves from the deliberations and considerations of the motion, and shall have no further participation in the matter. The Councilmember should make this determination before any discussion or participation on the subject matter or as soon thereafter as the Councilmember identifies a need to abstain. ~~A~~ Councilmember may confer with the City Attorney to determine whether the Councilmember is required to abstain.
- 8.7 A motion to table is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table effectively removes the item without a time certain. ~~A~~ motion to table to a time certain will be considered a motion to postpone as identified in Section 8.8. To remove an item from the table requires a two-thirds' majority vote.
- 8.8 A motion to postpone to a certain time is debatable, is amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or at a time certain at a future Regular or Special City Council meeting. ~~To~~ remove an item from postponement in advance of the time certain requires a two-thirds' majority vote.
- 8.9 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- 8.10 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds' vote; debate is reopened if the motion fails.
- 8.11 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- 8.12 Motions that cannot be amended include: Motions to adjourn, lay on the table (table), roll call vote, point of order, reconsideration, and take from the table.
- 8.13 A point of order can be raised by any member of the governing body. A member of the governing body can appeal the eChair's ruling. An appeal must be immediate and must be seconded. ~~The~~ eChair will then explain the ruling. The members of the governing body can debate the matter, each member may speak once. The members of the governing body will then make a decision on the appeal by a majority vote.

- 8.14 Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 8.15 Debate of the motion only occurs after the motion has been moved and seconded.
- 8.16 The presiding officer, City Attorney, or City Clerk should repeat the motion prior to voting.
- 8.17 When a question has been decided, any Councilmember who voted with the prevailing side may move for reconsideration at the same, or the next meeting. In order to afford Councilmembers who voted with the prevailing side the potential basis for a motion for reconsideration, Councilmembers who voted with the prevailing side may inquire of Councilmembers who voted with the minority as to the reasons for their minority vote, if not stated during debate prior to the vote. A motion for reconsideration is debatable if the motion being reconsidered was debatable. If the motion being reconsidered was not debatable, the motion for reconsideration is not debatable.
- 8.18 The City Attorney shall act as the Council's parliamentarian and shall advise the Presiding Officer on all questions of interpretations of these rules which may arise at a Council meeting.
- 8.19 These rules may be amended, or new rules adopted, by a majority vote of the full Council.

SECTION 9 VOTING

- 9.1 **Voice vote.** A generalized verbal indication by the Council as a whole of “aye or yes” or “nay or no” vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a “no” vote except where a Councilmember abstains because of a stated conflict of interest or appearance of fairness issue.

If there is uncertainty as to the outcome of a voice vote, the Presiding Officer or any Councilmember may ask for a raise of hands for the ayes or nays.
- 9.2 **Roll Call Vote.** A roll call vote may be requested by the Presiding Officer or by any Councilmember. The City Clerk shall conduct the roll call vote.
- 9.3 **Abstentions.**— It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. A Councilmember may only abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness.

- 9.4 **Votes by Mayor.** –Except where prohibited by law, the Mayor, as Presiding Official, shall be allowed to vote to break a tie vote.

SECTION 10 COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL

- 10.1 Persons or groups specifically scheduled on a Council Mmeeting Agenda may address the Council in accordance with the speaking times included on the agenda.
- 10.2 Persons or groups that are not specifically scheduled on the agenda may address the council by filling out a speaker sign-in sheet (available at the City Clerk's desk or at a designated location within the eCouncil eChambers), and (when recognized by the ecouncil Presiding Officer) stepping up to the podium and giving their name and address-city of residence for the record.

Unscheduled public comments to the Council are subject to the following rules:

1. Remarks will be limited to 3 minutes. –The City Clerk shall use a suitable device to electronically measure speaker time. –The Presiding Officer may make discretionary exceptions to speaker time restrictions;
 2. Speakers may not “donate” their speaking time to any other speaker;
 3. Remarks will be addressed to the Council as a whole.
- 10.3 Meeting interruptions. Any speaker or person who interrupts the orderly conduct of a meeting may be barred from further participation in the meeting by the Presiding Officer, unless permission to continue is granted by a majority of Councilmembers present. Examples of interruptions under this rule include:
1. failing to comply with an allotted speaking time;
 2. committing acts of violence or property destruction;
 3. directly or indirectly threatening physical violence against anyone attending the meeting;
 4. interfering with the meeting or with other speakers through vocal interruptions or disruptive action.

If a meeting interruption occurs, the Presiding Officer shall address the person(s) causing the interruption by citing the interrupting conduct, ordering it to stop, and warning that continuation may result in removal from the meeting.

The Presiding Officer may remove the interrupting person(s) if the conduct persists after the warning. If removal of the person(s) does not restore the meeting to order, the Presiding Officer may clear the room of spectators and continue the meeting, or adjourn the meeting and reconvene it at a different location selected by Council majority.⁸

SECTION 11 PUBLIC HEARINGS AND APPEALS

- 11.1 Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings made. The following procedure shall apply:
- A. The Department Director of the department most affected by the subject matter of the hearing, or that Director's designee, will present the City's position and findings. Staff will be available to respond to Council questions.
 - B. The proponent spokesperson shall speak first and be allowed ten (10) minutes. Council may ask questions.
 - C. The opponent spokesperson shall be allowed ten (10) minutes for presentation and Council may ask questions.
 - D. Each side shall then be allowed five (5) minutes for rebuttal, with the proponent spokesperson speaking first, followed by the opponent spokesperson.
 - E. The City Clerk shall serve as timekeeper during these hearings.
 - F. After each proponent and opponent spokesperson have used their speaking time, Council may ask further questions of the speakers, who shall be entitled to respond but limit their response to the question asked.
- 11.2 Public hearings where a general audience is in attendance to present arguments for or against a public issue:
- A. The Department Director or designee shall present the issue to the Council and respond to questions.
 - B. A person may speak for three (3) minutes. No one may speak for a second time until everyone who wishes to speak has had an opportunity to speak. The Presiding eOfficer may make exceptions to the time restrictions of persons speaking at a public hearing when warranted, in the discretion of the Presiding Officer.

⁸ RCW 42.30.050

- C. The City Clerk shall serve as timekeeper during these hearings.
- D. After the speaker has used their allotted time, Council may ask questions of the speaker and the speaker may respond, but may not engage in further debate.
- E. The hearing will then be closed to public participation and open for discussion among Councilmembers.
- F. The Presiding Officer may exercise changes in the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Council.

**SECTION 12
DEPUTY MAYOR**

12.1 Annually or more often as deemed appropriate, the members of the City Council, by majority vote, shall designate one of their members as Deputy Mayor for a one-year time period, except as provided in Section 12.1, Paragraphs G and H. Elections will be held no later than the last Council meeting of the year.

A. Any member of the City Council who will have served on the Council for one year at the beginning for that Councilmember's terms as Deputy Mayor and has attained their Certificate of Municipal Leadership from AWC, may be nominated for the position of Deputy Mayor by having that Councilmember's name placed in nomination by a Councilmember. The nomination of a councilmember for the position of Deputy Mayor does not require a second, and a councilmember may nominate him or herself.

1. Nominations for the position of Deputy Mayor shall be made by members of the City Council on the dates of election for the Deputy Mayor position.

2. In connection with the selection of Deputy Mayor, ~~it is strongly suggested that Councilmembers~~ are expected to approach the election in an open, transparent, and respectful manner, avoiding anything that jeopardizes harmony among Councilmembers.

B. The Councilmember receiving a majority of the votes cast by the members of the City Council shall be elected Deputy Mayor. A Councilmember may vote for ~~themselves~~ him or herself.

- C. The names of all nominees for the position of Deputy Mayor shall be included in the vote.
- D. If no single Councilmember received a majority of the votes cast, a second vote/ballot between the two nominees who received the largest number of votes will be held.
- E. The Deputy Mayor shall serve at the pleasure of the Council.
- F. In the event of a prolonged the absence or unavailability of the Deputy Mayor, the Council shall vote on which Councilmember shall serve as the Interim Deputy Mayor. The Interim Deputy Mayor shall be the Councilmember who receives a majority vote. That Councilmember the senior member of the City Council, other than the Deputy Mayor, shall then serve as interim Deputy Mayor until the return of the regular Deputy Mayor, or until the subsequent Deputy Mayor is designated by majority vote. The Interim Deputy Mayor shall have all the rights, duties, and authority of the Deputy Mayor under these rules
- G. If the designated Deputy Mayor is unable to serve the full term of the position of Deputy Mayor, the Council shall elect the next Deputy Mayor in accordance with Section 12 to serve the remainder of the term. If the appointment is declined the process shall continue until a Deputy Mayor is designated.
- H. In the event that the Councilmember selected as Deputy Mayor or Interim Deputy Mayor is unable to perform the duties of the position of Deputy Mayor, or fails to act in accordance with the City Council Rules of Procedure, the City Council may, by a majority vote of the full City Council, remove the Deputy Mayor or Interim Deputy Mayor from this position, in which case, the Council shall elect the next Deputy Mayor or Interim Deputy Mayor in accordance with Section 12 to serve the remainder of the term.
- H.I. Routine Elections will be held no later than the last Council meeting of the year for determining the Deputy Mayor for the subsequent year.

[See RCW 35A.12.065.]

- 12.2 The Deputy Mayor or Interim Deputy Mayor, as the head of the legislative branch of the City, shall perform the following duties:
 - A. Intra-Council Relations:
 - 1. Serve as the Chair of the Council Study Sessions in accordance with Rule 5.1.B;

2. Serve as an ex-officio member of all ad hoc committees of the City Council. If the Deputy Mayor's attendance at an ad hoc committee meeting brings the number of councilmembers attending to four, the meeting shall comply with the Open Public Meetings Act (RCW 42.30), unless expressly exempted;
3. Assist in new councilmember training including facilitation a readthrough conducting a review of the rules of procedure with one to two individual new Councilmembers, and a staff liaison Member of the City Attorney's Office, if requested., provided the Mayor is notified of the request;
4. Support cooperative and interactive relationships among eCouncil members;
5. Work with Mayor and Administration to prepare agendas for Council Study Sessions, in accordance with Rules 2.2 and 16.1.B;
6. Preside over the Study Sessions of the City Council, designate Special Focus Area Chairs and Vice-Chairs, designate Special Focus Area assignments, and work with the chairs of the Special Focus Areas on the portions of Study Sessions over which the Special Focus Areas chairs preside in order to reinforce appropriate Special Focus Area topics and to ensure the Councilmember understands how to preside over their portion of the meeting.
7. With support from the City Attorney and/or City Clerk, ensure that Councilmembers are aware of the requirements and limitations related to the Open Public Meetings Act (OPMA) and reinforce adherence to the OPMA and quorum triggers when Councilmembers are operating and communicating in their Ad-Hoc Committee and Special Focus Areas roles. The Deputy Mayor has a responsibility to report violations of the OPMA when they are made aware of a violation.
8. _____

B. Mayor-Council Relations:

1. Help maintain a positive and cooperative relationship between the Mayor and the City Council;
2. Act as conduit between the Mayor and the City Council on issues or concerns relating to their duties;

3. Preside over Regular Meetings of the City Council in the absence or unavailability of the Mayor;
4. In the event of a prolonged absence or incapacitation that exceeds two weeks (a state of disability that prohibits the function of duties) of the Mayor, the Deputy Mayor shall perform the duties of the Mayor.
 - (a) A prolonged absence that exceeds two weeks is defined as requiring a leave of absence that prohibits the performance of the duties of the office. Vacation leave for periods up to two weeks, illnesses requiring an absence of less than two weeks, out of state or out of country travel lasting not more than two weeks, or other similar short-term absences shall not be considered prolonged absences.
 - (b) In the event of a disaster, emergency, or other similar circumstance, where the Mayor is out-of-town and unable to carry out the duties of the office of Mayor, the Deputy Mayor or Interim Deputy Mayor, in consultation with the Mayor, shall act as Mayor until the return and availability of the Mayor;
5. The Deputy Mayor or Interim Deputy Mayor shall also stand in on behalf of the Mayor in other situations as requested by the Mayor;
6. In the performance of the duties of the Mayor, the Deputy Mayor or Interim Deputy Mayor shall not have authority to appoint, remove, replace, discipline or take other similar action on any Department Director or employee of the City;
7. The Deputy Mayor or Interim Deputy Mayor shall not have veto authority for actions that may be taken by the City Council;
8. The Deputy Mayor or Interim Deputy Mayor shall be aware of City, regional, and intergovernmental policies and activities in order to properly execute the role of Mayor.

C. Intergovernmental and Community Relations:

1. Act in absence of Mayor as requested and/or as required;
2. Be aware of all City regional and intergovernmental policies and activities in order to be prepared to step into the role of Mayor if necessary;
3. Serve as the Chair of the City's Emergency Management Compensation Board.

D. Other Duties of the Deputy Mayor or Interim Deputy Mayor:

1. In cooperation with the Mayor and Special Focus Area group's Chairpersons and with assistance from Administration, create and establish agendas for all Study Sessions;
2. Serve as liaison to the Junior City Council, ~~participating as a non-voting member of the Junior City Council,~~ encouraging, guiding, and counseling the members of the Junior City Council in connection with its duties and assignments;
3. Facilitate any issue related to the conduct and/or actions of Councilmembers that may be inappropriate or that may be in violation of the Council Rules of Procedure (Section 6.6 or 20.1);
4. Conduct regular and periodic meetings with individual Councilmembers and the City Attorney or designee if requested by either party, to address Councilmember issues, concerns, legislative processes, Councilmember proposals, Councilmember training, and other similar related items;
5. Conduct group meetings with Councilmembers, including two on one meetings with Councilmembers on a rotating basis provided that such meetings shall not have more than two Councilmembers at such meetings. All such meetings at which a quorum of the City Council is in attendance shall be in compliance with the Open Public Meetings Act (RCW 42.30), unless expressly exempted.

**SECTION 13
COUNCIL POSITION VACANCY OR ABSENCE**

13.1 If an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the remaining members of the Council, a qualified person to fill the vacancy pursuant to State law. The Council may make such appointment at its next Regular Mmeeting, or at a Special Mmeeting called for that purpose. If the Council does not appoint a person within the ninety (90) day period, the County may appoint a qualified person to fill the vacancy as provided by RCW 42.12.070 and Council Rules 13.3 through 13.20.

13.2 If there is an extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

- 13.3 The City Clerk's Office shall prepare and submit a display advertisement to the City's official newspaper, with courtesy copies to all other local media outlets, which announces the vacancy consistent with the requirements necessary to hold public office: that the applicant (a) be a registered voter of the City of Auburn, and (b) have a one (1) year residency in the City of Auburn. This display advertisement shall contain other information, including but not limited to, time to be served in the vacant position, election information, salary information, Councilmember powers and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the City Council deems appropriate.
- 13.4 The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available at City of Auburn offices and on the City's official website. Copies of the display advertisement will be provided to current members of the City of Auburn commissions, committees, boards, task forces and other City-sponsored community groups.
- 13.5 Applications received by the deadline date and time will have personally identifiable information removed, and each Councilmember may submit two interview questions with a designation as to their primary and secondary questions. If two of the questions submitted by differing Councilmembers are similar one of Councilmember's second question will be used.
- 13.6 In the event the City receives more than 10 completed applications, each City Councilmember will submit to the City Clerk an unranked list of the candidates the Councilmember wishes to move forward in the process. Each Councilmember's list should contain no more than 15 anonymized candidates. The City Clerk shall aggregate all Councilmembers lists into one unranked master list of the 10-15 candidates most commonly selected among the individual lists provided. The list shall be arranged in the anonymized order and shall only include the anonymized designation of the candidates. This aggregated list shall be provided to the Council during the executive session prior to the interview meeting. If less than 10 completed applications are received the Council will move forward with the above process with all applicants.
- 13.7 Immediately following the executive session, Council shall meet in public session to select which candidates to invite to participate in an interview at a future City Council meeting. The decision as to which applicants to interview will be based on the information contained in the application forms and Council's evaluation of the qualifications of the candidates. The decision as to which candidates will be interviewed will be at the sole discretion of the City Council.
- 13.8 At the opening of the meeting at which interviews take place, the Mayor shall provide an overview of the format and ground rules for the meeting. The applicant's

order of appearance shall be determined at this time by a random lot drawing performed by the City Clerk.

13.9 In order to ensure each candidate has a fair and equal opportunity to speak with Council, all candidates will be asked to remain sequestered at City Hall, which includes not using electronic devices, for the duration of all candidate interviews. Candidates will be ushered to and from the City Council Chambers by a member of City staff in order to participate in their interview at the pre-determined time.

13.10 Each candidate interview shall be no more than 30 minutes in length. The Council may reduce the 30-minute interview time if the number of applicants exceeds six candidates. Each interview shall follow the following format. (1) The applicant shall present their credentials to the City Council (up to 10 minutes). (2) The City Council shall ask the predetermined set of questions, one question per Councilmember, which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions and will have two (2) minutes to answer each question (up to 14 minutes). (3) An informal question-and-answer period during which Councilmembers may ask and receive answers to miscellaneous or follow-up questions (remainder of time).

13.11 Upon completion of the interviews, the Council may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, deliberations, nominations, and votes taken by Council must be in open public sessions. The Council may not determine who to select or reach a consensus on a preferred candidate in Executive Session.

13.12 The Mayor asks for nominations from Councilmembers for the purpose of creating a group of candidates to be considered. No second is needed.

13.13 Nominations are closed by a motion, second, and majority vote of Council.

13.14 Councilmembers may deliberate on matters such as criteria for selection and the nominated group of candidates.

13.15 The Mayor polls the Councilmembers to ascertain if they are prepared to vote. Voting must take place in a manner in which the public is notified as to the vote of each existing Councilmember for which candidate. If there is more than one candidate, a vote must be taken for each candidate to record each Councilmember's vote.

13.16 The City Clerk records the votes in the meeting minutes.

13.17 The selection of a candidate to fill the vacancy is made by a majority vote of the remaining six members of the Council.

13.18 If a majority vote is not received for a candidate, the Council may postpone elections until another date within the 90 day period.

13.19 The Mayor declares the nominee receiving the majority vote as the new Councilmember to be sworn in immediately after the effective date of the resignation.

13.20 The term of the candidate selected to fill the vacancy will be in effect until a person is elected at the next regular election for municipal officers. If successful at the election, the interim term would then end, and the appointed Councilmember will either complete the 4-year term of the vacated position or begin a new 4-year term, depending on the position number of the vacated position.

SECTION 14 COUNCIL MEETING STAFFING

- 14.1 Department Directors or designees shall attend all meetings of the Council unless excused by the Mayor.
- 14.2 The City Attorney, or designee, shall attend all meetings of the Council unless excused by the Mayor, and shall upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.

SECTION 15 COUNCIL RELATIONS WITH STAFF

- 15.1 There will be mutual courtesy and respect from both City staff and Councilmembers toward each other and of their respective roles and responsibilities.
- 15.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies under the direction of the Mayor.
- 15.3 It is the intent of Council that all pertinent information asked for by individual Council-members shall be made available to the full Council.
- 15.4 Individual Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications, or the granting of City licenses or permits. Councilmembers may, at the request of the Mayor, participate in discussions and decisions related to these matters.

- 15.5 Other than through legislative action taken by the Council as a whole, individual Councilmembers shall not interfere with the operating rules and practices of any City department.
- 15.6 No individual Councilmember shall direct the Mayor to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council. This provision, however, does not prohibit individual Councilmembers from discussing issues with the Mayor or making individual requests or suggestions to the Mayor. The Mayor shall endeavor to advise and update the Councilmember(s) on the status or follow-up of such issues.
- 15.7 All Councilmember requests for information, agenda bills and staff analysis, other than requests for legal advice from the City Attorney's Office, shall be directed through the Mayor in order to assign the task to the proper staff. The Deputy Mayor or Interim Deputy Mayor may work with the Mayor's designated staff to prepare Study Session agendas and related materials, and facilitate Study Session work.
- 15.8 Any written communication with staff shall also include the Mayor as a recipient.

**SECTION 16
COUNCIL STUDY SESSIONS, COMMITTEES
AND CITIZEN ADVISORY BOARDS**

- 16.1 Study Sessions and Special Focus Areas. In addition to the regularly scheduled City Council meetings (Regular Council Meetings) scheduled on the first and third Mondays of the month, Different than the format for Regular Council Meetings (identified in Section 3 hereof), City Council shall regularly schedule Council Study Sessions on the second, fourth and fifth Mondays of the month for review of matters that would come back before the City Council at Regular Council Meetings. Different than the format for Regular Council Meetings (identified in Section 3 hereof), Study Sessions shall be less formal than Regular Council Meetings and shall give the City Council the opportunity to discuss and debate issues coming before it for action at Regular Council meetings. The format for these meetings shall be as follows:
 - A. Special Focus Areas and General Business Focus Areas and Special Focus Areas.

Study Sessions shall consist of (1) a Special Focus Area in each meeting a General Business Focus and (2) a General Business Focus Special Focus Area in each meeting. The General Business Focus shall be scheduled first, and shall include agenda items that relate to issues of general City concern, items that will be coming before the City Council at upcoming meetings, and presentations and reports to the City Council. The Special Focus Area groups shall, on a rotating basis described below, commence their portion of the Study Session following the conclusion of the Study Session General

Business Focus, The Special Focus Area groups shall review matters of Council concern related to their areas of oversight responsibility. The Special Focus Area groups shall consist of the following: (1) Public Works & Community Development; (2) Municipal Services; (3) Community Wellness; and (4) Finance, Technology & Economic Development & Internal Services.

The General Business area shall be scheduled second and shall include agenda items that relate to issues of general City concern, items that will be coming before the City Council at upcoming meetings, and presentations and reports to the City Council. The General Business area on the agenda shall follow the Special Focus area portion on the Study Session agenda.

The Special Focus Area groups shall be on a rotating basis described below. These Special Focus Area groups shall be tasked with oversight of Council considerations as follows:

1. Community Wellness
 - Health, Equity, and & Wellness
 - Neighborhood Services
 - Homelessness Prevention
 - Social Services
 - Diversity, Equity, & Inclusion
 - Cultural Arts & Community Events
 - Housing Policy
2. Finance and & Internal Services
 - Facilities
 - Technology
 - Property management
 - Risk management & Insurance
 - Fiscal Sustainability
3. Public Works & Community Development
 - Utilities
 - Transportation
 - Environmental Policy
 - Land Use & Development
 - Right of Way Management
 - Airport
 - Park Development
 - Economic Development
4. Municipal Services
 - Public Safety
 - Courts
 - Recreation, Museum and & Senior Services
 - Animal Control
 - Emergency Planning

- Cemetery
- Communications

~~Aside from the above Special Focus Area topics, there shall be a Finance ad hoc Committee to review vouchers and payroll.~~

B. Scheduling of Special Focus Area.

1. The Special Focus Areas shall conduct their portion of the Study Sessions on ~~2nd-second~~ and ~~4th-fourth~~ Mondays of the month on a rotating basis such as follows: Public Works & Community Development, then Municipal Services, then Community Wellness, then Finance & ~~Economic Development~~Internal Services, then Public Works & Community Development, then Municipal Services, and so on.
2. On ~~5th-fifth~~ Mondays of the ~~m~~Month, Study Sessions will not typically include any of the above Special Focus Areas, but may include special topics and issues of general concern to the City Council, including Council operating arrangements and Council Rules of Procedure. It is provided, however, that in order for the City Council to address the matters coming before the City Council, the Mayor and Deputy Mayor or Interim Deputy Mayor may, as they deem appropriate, insert into any Study Session any matters calling for City Council consideration and discussion, regardless of Special Focus Areas, ~~;~~ ~~provided that to the extent feasible s~~Such matters will be scheduled to allow sufficient time for preparation of relevant background analysis and information concerning said items and provision to all Council-members in advance of the Study Session.
3. Topics for Special Focus Area consideration (for inclusion in the Special Focus Area portion of the Study Session agenda) shall be determined by the Chair of each Special Focus Area along with the Mayor, ~~and~~ the Deputy Mayor or Interim Deputy Mayor, the Vice-Chair, and the designated ~~D~~departments ~~D~~director(s) for the Special Focus Area, ~~;~~ ~~with t~~The matters ~~to will~~ be scheduled to ~~the extent feasible to~~ allow sufficient time for preparation of relevant background analysis and information concerning said items and provision to all Council-members in advance of the Study Session. The ~~D~~department ~~D~~director(s) shall review agenda topics and suggestions by other Councilmembers of such topics. The Deputy Mayor or Interim Deputy Mayor may review agenda items and topics with each Special Focus Area ~~C~~chairperson individually when convenient.

C. Meeting Times

Study Sessions shall be scheduled as set forth in Section 2.2, above.

1. Three to four hours maximum timeframe (goal).
2. Agenda items should relate to future policy-making, strategic planning, or key state or federal issues affecting current or future city operations.
3. Agenda items should be substantive only (e.g., traffic impact fee increase proposals, comprehensive plan updates, rather than day-to-day operational issues. Non-substantive items (e.g., accepting a grant, authorizing contract bidding, etc.) should go directly to the Regular City Council Meeting.

D. Study Session Meeting Format.⁹

1. Call to Order.

~~4.2.~~ Public Participation

3. Roll Call.

~~2.4.~~ Agenda Modifications

~~3.5.~~ Announcements, Reports, and Presentations.

6. Special Focus Area (the Chair of the Special Focus Area scheduled for the Study Session shall preside over this portion of the Study Session). The Vice Chair shall preside over this portion of the Study Session in the Chair's absence.

~~4.7.~~ Agenda Items for Council Discussion.

~~5.~~ Ordinances.

~~6.~~ Special Focus Area (the Chair of the Special Focus Area scheduled for the Study Session shall preside over this portion of the Study Session). The Vice Chair shall preside over this portion of the Study Session in the Chair's absence.

~~7.8.~~ Adjournment.

⁹ It is the intention of the City Council that Study Sessions shall be televised on the City's public access channel if reasonably possible.

16.2 Ad Hoc Committees. The Mayor, the Deputy Mayor or interim Deputy Mayor, or a majority of the City Council may establish an Ad Hoc Committees as may be appropriate to consider special matters that require special approach or emphasis. The Deputy Mayor or Interim Deputy Mayor, shall be the ex-officio member of all Ad Hoc Committees. The remaining two members shall be voted on by the full Council.

A. Ad Hoc Committees may be established and matters referred to them at Study Sessions, without the requirement that such establishment or referral take place at a regular City Council Meeting.

B. The Mayor and the Deputy Mayor or Interim Deputy Mayor shall each appoint a Councilmember to each Council Ad Hoc Committee. The Deputy Mayor may appoint themselves. The third Councilmember to be appointed to the Ad Hoc Committee shall be selected by majority vote of the Council.~~The Deputy Mayor or Interim Deputy Mayor shall appoint Councilmembers to Council ad hoc committees, provided that the Mayor shall appoint members to Council ad hoc committees if the Deputy Mayor or Interim Deputy Mayor is disabled or precluded from acting in that capacity.~~

C. Ad Hoc Committees shall consider all matters referred to them and take action by majority consensus only when all Ad Hoc Councilmembers are present. The Chair of such Ad Hoc Committee shall report to the Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation.~~The Mayor shall appoint Council representatives to intergovernmental councils, boards and committees.~~

D. Unless otherwise expressly provided for when forming an Ad Hoc Committee, it is the intention of the Council that Ad Hoc Committees function informally and not in any way that takes action in lieu of or on behalf of the full Council. The purpose and function of such Ad Hoc Committees shall be to review matters in advance of their consideration by the full Council, and perhaps record and make recommendations to the full Council. They are not "committees of a governing body" subject to the requirements of the Open Public Meetings Act (Chapter 42.30. RCW). Ad Hoc Committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee.~~Councilmember appointments to intergovernmental councils, boards and committees, including ad hoc committees, shall be periodically reviewed. All councilmembers shall have the opportunity to serve on such councils, boards, and/or committees as assigned by the Mayor and on a rotating basis at the discretion of the Mayor. Councilmember appointments to intergovernmental councils, boards, and committees by the Mayor shall be done with consideration of a councilmember's expertise, background, knowledge, working experience and/or education in that council, board, or committee. Ad hoc committee appointment by the Mayor or Deputy Mayor shall be at their discretion.~~

E. Councilmembers on Ad Hoc Committees may request a staff liaison, and City Attorney or City Attorney's designee, be present to assist the Councilmembers with institutional knowledge on the subject matter to be discussed. All requests for staff assistance must be approved by the Mayor prior to allocating resources.

~~a. Ad hoc council committees shall consider all matters referred to them. The chair of such ad hoc committee shall report to the City Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation.~~

16.3 Intergovernmental Councils, Boards and Committees. The Mayor shall appoint Council representatives to intergovernmental councils, boards, and committees.

A. Councilmember appointments to intergovernmental councils, boards and committees, including Ad Hoc Committees, shall be periodically reviewed. All Councilmembers shall have the opportunity to serve on such councils, boards, and/or committees as assigned by the Mayor and on a rotating basis at the discretion of the Mayor. Councilmember appointments to intergovernmental councils, boards, and committees by the Mayor shall be done with consideration of a Councilmember's expertise, background, knowledge, working experience and/or education in that council, board, or committee.

B. Councilmembers will prioritize appointments to Intragovernmental Councils, Boards, and Committees by seeking and filling positions that provide value to the City and its constituents. Providing value occurs in the following order of priority: (1) bringing money to the City, (2) bringing projects and/or investments into the City, (3) influencing policy or investment outcomes in the City, and (4) protecting City interests.

C. Advisory Boards, Committees, and Commissions established by ordinance, consisting of residents appointed pursuant to the establishing Ordinance and serving in the capacity and for the purposes indicated in the Ordinance, shall act as an advisory committee to the Council.

~~b. Advisory Boards, Committees and Commissions established by ordinance, consisting of citizens appointed pursuant to the establishing Ordinance and serving in the capacity and for the purposes indicated in the Ordinance, shall act as an advisory committee to the City Council.~~

~~c. Committee Chairpersons shall have broad discretion in conducting their meetings. They will generally follow Roberts Rules of Order, Newly Revised.~~

~~d. Unless otherwise expressly provided for when forming an ad hoc committee, it is the intention of the City Council that ad hoc committees function informally and not in any way that takes action in lieu of or on behalf of the full City Council. The purpose and function of such ad hoc committees shall be to review matters in~~

~~advance of their consideration by the full City Council, and perhaps record and make recommendations to the full City Council. They are not “committees of a governing body” subject to the requirements of the Open Public Meetings Act (Chapter 42.30. RCW). Ad hoc committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee.~~

- ~~e. Committee Chairpersons shall approve all agenda items and may, at their discretion, remove or add agenda items during the course of the meeting.~~

SECTION 17 COUNCIL REPRESENTATION AND INTERNAL COMMUNICATION

- 17.1 If a Councilmember meets with, attends a meeting, or otherwise appears before individuals, another governmental agency, a community organization, or a private entity or organization, including individuals, agencies, or organizations with whom or with which the City has a business relationship, and makes statements directly or through the media, commenting on an issue that does or could affect the City, the Councilmember shall state the majority position of the Council, if known, on that issue. Personal opinions and comments which differ from those of the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council’s position, and the statements are those of the Councilmember as an individual. Additionally, before a Councilmember discusses anything that does or could relate to City liability, the Councilmember should talk to the City Attorney or the City’s Risk Manager, so that the Councilmember would have a better understanding of what may be said or how the discussion should go to control or minimize the City’s liability risk and exposure.
- 17.2 Councilmembers need to have other Councilmember’s concurrence before representing another Councilmember’s view or position with the media, another government agency, or community organization.
- 17.3 Councilmembers shall not knowingly communicate with an opposing party or with an opposing attorney in connection with any pending or threatened litigation in which the City is a party or in connection with any disputed claim involving the City without the prior approval of the City Attorney, unless the Councilmember is individually a party to the litigation or is involved in the disputed claim separate from the Councilmember’s role as a City official.
- 17.4 Communication among Councilmembers shall conform to the following parameters:
- A. Except in connection with Councilmembers meeting, informally, in committees not subject to the Open Public Meetings Act, to assure that communication on agenda items occurs to the greatest extent possible at

the public meetings, and to avoid even the perception that email is being used in a way that could constitute a public meeting, successive communications on Council topics that involve a quorum of the Councilmembers shall not occur. e.g., successive communications on City Council topics that involve a quorum of the Councilmembers. Councilmembers ~~should~~ shall refrain from emailing Councilmembers about such agenda items. Councilmembers should be prepared to communicate about matters that are on upcoming Council agendas at the public meetings. If Councilmembers wish to share information with other Councilmembers about matters that are on upcoming agendas, the Councilmembers should forward that information to the Mayor for distribution in the Council meeting packets.

- B. Councilmembers may communicate via email to other Councilmembers, including to a quorum of the full City Council about matters within the scope of the City Council's authority or related to City business, but not yet scheduled on upcoming Council agendas, to indicate a desire that certain items be included on upcoming meeting agendas; provided that Councilmembers shall never ask for responses from the other Councilmembers in that communication.
- C. Email communication among Councilmembers relating to City operations should also include the Mayor as a recipient/addressee.
- D. Councilmembers may email the Mayor about City business without limitations or restrictions.
- E. The Deputy Mayor or Interim Deputy Mayor from time to time may need to communicate with all Councilmembers on various items such as the annual review of the Rules of Procedure. All such correspondence, usually in the form of email, shall be provided to Council as a whole through the Council Assistant. Any responses from Council shall also be directed to the Council Assistant who shall then provide all Councilmembers with email correspondence regarding questions, comments, suggestions, recommendations, or any similar item.

City Council email correspondence and all electronic communications shall utilize the designated city email account or city device with no exceptions and within the parameters of the Open Public Meetings Act and the Public Records Act.

~~17.5 Internet & Electronic Resources/Equipment and Facility Use.~~

- ~~A. Policy. It is the policy of the City Council that Internet and electronic resources equipment use shall conform to and be consistent with the requirements of City of Auburn Administrative Policy and Procedure 500-03, "Internet & Electronic Resources/Equipment Use - Elected Officials."~~

~~All letters, memoranda, and interactive computer communication involving City Councilmembers and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, are public records.~~

~~B. Communications. Each Councilmember is responsible for checking their communication device multiple times on a daily basis and respond to requests by City staff as soon as possible.~~

~~C. Electronic Communications.~~

~~1. For emergency notifications of absences, and not planned absences, Councilmembers shall send an email to CouncilAlerts@auburnwa.gov to ensure the auto-distribution of communications to necessary people.~~

~~2. Messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Those records are subject to public inspection and copying.~~

~~3. Electronic communications that are intended to be shared among a quorum of the City Council or of an ad hoc Council Committee, whether concurrently or serially, must be considered in light of the Open Public Meetings Act, if applicable. If the intended purpose of the electronic communication is to have a discussion that should be held at an open meeting, the electronic discussion shall not occur. Further, the use of electronic communication to form a collective decision of the Council shall not occur.~~

~~4. Electronic communication should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, electronic communication is discoverable in litigation, and even deleted electronic communication is not necessarily removed from the system. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.~~

~~5. Electronic communication between Councilmembers and between Councilmembers and staff shall not be transmitted to the public or news media without the filing of a public disclosure request with the City Clerk.~~

~~6. Even if a Councilmember uses their personal electronic devices all electronic communications and documents related to City business will be subject to discovery demands and public disclosure requests.~~

~~D. Use of City Equipment and Facilities.~~

- ~~1. City Councilmembers are provided various tools to assist them in handling the business of the City in the role as members of the City Council. These tools include, but are not limited to: (1) an individual office assigned to each Councilmember in which there is (a) office furniture; (b) a computer accommodating access to the City's computer network and (c) a telephone tied to the City's telephone system; (2) and I-Pad or comparable equipment also tied to the City's computer system that can be used remotely (not just in the Councilmember's office); (3), an I-Phone or comparable equipment accommodating mobile communication needs for (a) telephone calls, (b) emails, and (c) texting; (4) a City badge accommodating physical access to City Hall facilities and Council Offices; and (5) Council mailboxes.~~

~~In order to assure transmittal of information necessary to conduct business of the City and to avoid Public Records Act liability for the City and Councilmembers for improper or private equipment use, Councilmembers shall use the tools identified above to assist them in being able to receive and work with information related to duties as councilmembers.~~

17.6 Council Relations with City Boards and Commissions.

- A. **Council Liaisons.** In addition to where a ~~City~~ Councilmember is appointed by the ~~City~~ Council or the Mayor to serve as a member of a board, commission, committee, task force, or any other advisory body, the City Council may, on limited occasions or under unusual circumstances, appoint a Councilmember to serve as a non-member Liaison to a board, commission, committee, task force, or any other advisory body. Anytime a Councilmember is appointed as such a Liaison, the position or role of Liaison is subordinate to that of Councilmember, and the Councilmember's responsibility is first and foremost to the City and to the ~~City~~ Council. The role and responsibility of the Councilmember-Liaison is to keep the City Council apprised of the activities, positions, and actions of the entity or organization to which the Councilmember has been appointed Liaison, and not to communicate to the board, commission, committee, task force, or other advisory body a statement as the position of the City Council, except as authorized or directed by the ~~City~~ Council. Insofar as a ~~Councilmember-Council~~ Liaison position does not give all ~~C~~councilmembers equal access to the activities, functions, and information of or about a board, commission, committee, task force or any other advisory body, appointments to Council Liaison positions should be reserved to those instances where a Report to the Council by the board, commission, committee, task force, or any other advisory body would not be convenient or practical.

B. **Reports to the Council.** Each board, commission, committee, task force, or any other advisory body of the City shall be requested to present a report to the City Council at a Regular Meeting or a Study Session of the City Council, as scheduled by the Mayor or Deputy Mayor or Interim Deputy Mayor. Such reports shall be scheduled for a Regular Council Meeting or a Council Study Session, and shall be delivered by the Chair of the board, commission, committee, task force, or any other advisory body or designee. The reports shall inform the City Council of the activities, functions and information with which the board, commission, committee, task force, or any other advisory body has been involved since the previous report, and shall include the opportunity for questions by Councilmembers.

17.7 Whenever a member of the City Council attends any meeting of any other entity or organization, he or she should endeavor to be prudent in what he or she says or does at such meeting. Further, the Councilmember should avoid attending such meeting if that attendance would impose an interference with the meeting or the operations of the other entity or organization, or of the operations of the City.

SECTION 18 TRAVEL AUTHORIZATION

18.1 **Value of Council Travel.** The Auburn City Council recognizes the need of its members to attend conferences, trainings, and meetings to broaden their knowledge of and familiarity with a diverse collection of City-related issues, including, but not limited to, Public Works, Communications, Transportation, Economic Development, Public Safety, and Energy. These conferences also provide valuable opportunities to network with other elected City elected officials. Comparing Auburn's specific issues with those of other cities often provides the City Council with established policies already in place in other cities that can be adapted to meet the specific needs of the City of Auburn, as well as expediently and efficiently acquainting Auburn City Councilmembers with ideas of how to address Auburn issues and solve Auburn problems.

18.2 **Annual Budget Amounts for Council Travel.** To accommodate Council travel, the Auburn City Council shall allocate an identified amount of money each year in the City budget process to each Councilmember for City-related travel costs, including transportation, lodging, meals, and registration costs.

18.3 **Adjustment of Council Travel Allocations.** If a Councilmember needs more than the amount of travel related funds allocated for their use, the Councilmember shall (1) see if there are unused funds available from any other Councilmember(s) who are willing to transfer funds from their account to the Councilmember needing additional travel funds. If so, with the consent of the Deputy Mayor or Interim Deputy Mayor and the other transferring Councilmember(s), funds will be transferred to the requesting Councilmember's allotment. The request including approval from the Councilmember willing to transfer funds and the consent of the

Deputy Mayor or Acting Deputy Mayor must be sent to the Council Administrative Assistant prior to the funds being ~~or~~ expended or (2) shall request a net adjustment to the budget adding additional funds to their allotment, which adjustment shall be approved by a majority of the whole ~~City~~ Council.

- 18.4 **Receipts and Travel Documentation.** Each ~~City~~ Councilmember shall be responsible for providing to the Mayor or Finance Director, within ten (10) business days of returning from City travel, any and all City travel related receipts and documentation, and a written report regarding the authorized travel the Councilmember attended. All documentation shall also be sent via email to the CouncilAlerts@auburnwa.gov email address. Quarterly reports of the travel costs incurred by each ~~e~~Councilmember shall be provided by the Finance Department.

SECTION 19 CONFIDENTIALITY

- 19.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive or Closed Sessions and as provided in RCW 42.23.070, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered by the exempt from disclosure under exemptions set forth in the Revised Code of Washington.

SECTION 20 ENFORCEMENT OF RULES OF PROCEDURE

20.1 Councilmembers shall conform their conduct to the requirements, standards and expectations set forth in these Rules of Procedure. In addition to and notwithstanding whatever other enforcement mechanisms may exist for legal, ethical or practical obligations on Councilmember performance or conduct, violations of these Rules of Procedure by Councilmembers may be enforced by action of the City Council through sanctions such as votes of censure or letters of reprimand, and such other action as may be permitted by law.

20.2 **Commitment** The Auburn City Council acknowledges our role as city leaders to champion a community that fosters a Racially Equitable, Diverse, and Inclusive culture

City Council Rules of Procedure:

Adopted: February 2, 2004

Ordinance No. 5802

Amended by Resolution No. 4282, December 17, 2007

Amended by Resolution No. 4429, December 15, 2008

Amended by Resolution No. 4467, April 6, 2009

Amended by Resolution No. 4615, July 6, 2010

Amended by Resolution No. 4686, February 22, 2011

Amended by Resolution No. 4740, August 15, 2011

Amended by Resolution No. 4813, May 21, 2012

Amended by Resolution No. 4909, February 19, 2013

Amended by Resolution No. 5105, November 3, 2014

Amended by Resolution No. 5112, December 1, 2014

Amended by Resolution No. 5115, December 15, 2014

Amended by Resolution No. 5217, May 2, 2016

Amended by Resolution No. 5240, July 5, 2016

Amended by Resolution No. 5283, February 21, 2017

Amended by Resolution No. 5308, August 7, 2017

Amended by Resolution No. 5367, May 7, 2018

Amended by Resolution No. 5399, December 17, 2018

Amended by Resolution No. 5469, November 4, 2019

Amended by Resolution No. 5543, September 8, 2020

Amended by Resolution No. 5676, September 19, 2022

Amended by Resolution No. 5721, June 5, 2023

EXHIBIT A
CITY COUNCIL CONDUCT POLICIES

1. CONDUCT

City Policy Reference 200-81

PURPOSE

To emphasize the high standards of professionalism, public service, and integrity expected.

POLICY

It shall be the duty of all City personnel to maintain high standards of cooperation, efficiency and integrity in their work with the City. It is the responsibility of each individual to conduct themselves with professionalism and commitment towards customer service not only with the citizens and public of the City of Auburn but also when working within other elected officials or working with other departments within the City structure.

2. FAIR PRACTICES

City Policy Reference 200-2

PURPOSE

To establish guidelines for the promotion of fair practice and nondiscrimination in activities relating to employment and treatment of all citizens in order to foster trust and cooperation between City personnel and the diverse and pluralistic society that makes up the City of Auburn.

The City is committed to recognizing that all people are vital to the City's shared prosperity and that all people must be respected and valued. City personnel can, and should, lead the way forward in making inclusiveness and diversity priorities, and pledges active efforts to seek to achieve that goal.

POLICY

The Policy of the City of Auburn is to promote and afford equal treatment and services to all citizens and to assure equal employment opportunity to all persons regardless of race, creed, color ethnicity, nation origin, sex, age, marital status, veteran's status, sexual orientation, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification: provided that the prohibition against discrimination shall not apply if it prevents the proper performance of the particular worker involved.

The City of Auburn will cooperate with all organizations and commissions organized to promote fair practices and equal opportunity in employment.

DEFINITIONS:

For the purpose of this policy, sexual orientation means heterosexual, homosexual, bisexual, and gender expression or identity. As used in this definition, " gender expression or identity" means having or being perceived as having a gender identity, self image, appearance, behavior, or

expressions, whether or not that gender identity self image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

3. NONDISCRIMINATION

City Policy Reference 200-03

PURPOSE

To establish policy for a nondiscriminatory working environment within the City Auburn.

POLICY

The policy of the City of Auburn is to promote and afford equal treatment and services to all citizens and to assure equal employment opportunity to all qualified persons regardless of race, creed, 'color, ethnicity, national origin, sex, age, marital status, sexual orientation, veteran's status, or the presence of any sensory, mental, or physical disability, unless based on a bona fide occupational qualification.

It is the policy of the City of Auburn to foster and maintain a harmonious and nondiscriminatory working environment for all. Toward this end, the City will not tolerate racial, ethnic, religious, disability or sexual oriented behaviors or comments by any citizen, employee, or elected official to or about any citizen, employee, or elected official.

DEFINITIONS

For the purpose of this policy, sexual orientation means heterosexual, homosexual, bisexual, and gender expression or identity. As used in this definition, "gender expression or identify" means having or being perceived as having a gender identity, self image, appearance, behavior, or expressions, whether or not that gender identity self image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

4. WORKPLACE HARASSMENT

City Policy Reference 200-4

PURPOSE

To establish the policy and procedures defining the City's position on workplace harassment, including sexual harassment, and to provide guidance to any City personnel who believes he/she has experienced harassment by a supervisor, co-worker, other City personnel, or outside individual.

POLICY

It is the policy of the City of Auburn to provide a work environment for everyone that is harmonious and free from intimidation and harassment. The City is committed to ensuring that

the practices and conduct of all City personnel comply with the requirements of federal and state laws against employment discrimination. To that end, the City expects all City personnel to work in a manner that respects the feelings and dignity of others.

It is the policy of the City that everyone have the right to work in an environment free from harassment based upon their race, color, religion, gender, national origin, ethnic background, age, marital status, sexual orientation, military or veteran's status, presence of a disability or the presence of any other protected status or characteristic, or any other basis prohibited by local, state, or federal laws unless based on a bona fide occupational qualification. Workplace harassment, including sexual harassment, negatively affects morale, motivation, and job performance. The City will not tolerate any form of workplace harassment, including sexual harassment, toward City personnel by other City personnel or other individuals.

Those who in good faith report an incident of workplace harassment, including sexual harassment, shall not be subjected to any form of retaliation.

DEFINITIONS

1. Workplace harassment includes, but is not limited to, unsolicited remarks, gestures, or physical contact; display or circulation of written materials or pictures derogatory to a specific gender, racial, ethnic, religious groups, persons with physical, mental, or sensory disabilities, or any other basis prohibited by local, state, or federal laws; or basing employment decisions on an employee's response to sexually-orientated requests.
2. Sexual harassment means unwelcome behavior of a sexual nature that affects terms and conditions of the work environment. These include, but are not limited to, sexual advances and/or other verbal or physical conduct made when: (a) submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment; (b) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (c) such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include, but are not limited to:

1. Unwelcome or unwanted flirtations, propositions, advances, patting, pinching, brushing up against, hugging, cornering, blocking, kissing, fondling, putting ones arms around another, or any other similar physical contact considered unacceptable by another individual.
2. Verbal comments, suggestions, jokes, innuendos, or derogatory remarks based on sex;
3. Visual harassment, leering, whistling, gesturing, posting sexually suggestive or derogatory pictures, cartoons, drawings.

4. Pressure for sexual favors, subtle or blatant expectations, pressures, or requests for any type of sexual favor accompanied by implied or stated promises of preferential treatment or negative consequences concerning an individual's employment (such as an employee's performance evaluation, work assignment, advancement, or training opportunities).

3. Other harassment (nonsexual) is defined as verbal or physical conduct that denigrates, shows hostility, or aversion toward an individual because of such individual's protected status or characteristics such as his/her race, color, religions, gender, national origin, age marital status, veteran's status, sexual orientation, or disability that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or has the purpose or effect of unreasonably interfering with an individual's work performance; or otherwise adversely affects the individual's employment opportunities.

4. Sexual orientation means heterosexual, homosexual, bisexual, and gender expression or identity. As used in this definition, "gender expression or identify" means having or being perceived as having a gender identity, self image, appearance, behavior, or expressions, whether or not that gender identity self image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

5. WORKPLACE VIOLENCE

City Police Reference 200-13

PURPOSE

To establish policy defining the City's position on not tolerating violence in the workplace, and provide guidance in the event a violent or threatening act or situation occurs.

POLICY

No person shall display violent or threatening behavior to others, including employees, the public, vendors, or contractors in the performance of his/her job and/or while on City property. Given the City's commitment to ensuring a healthy, safe and non-violent work environment, prohibitive behavior includes, but is not limited to:

1. Any verbal threat of harm towards persons or property.
2. Any threatening or actual physical act such as threatening gestures, hitting, pushing, kicking, holding, impeding or blocking the movement of another person.
3. The use, threatening use or possession of firearms, other weapons or explosives, openly or concealed, licensed or otherwise, while performing City business and/or while on City premises including parking lots. Exception: Commissioned law enforcement officers or other official purposes sanctioned by the City.

DEFINITIONS

Weapon: Any object, instrument or chemical used to inflict harm or injury to another person or any item used in a manner threatening harm or injury to another person.

Possession of mace, pepper spray or the like for defensive purposes is not a violation of this policy.

6. TOBACCO-FREE WORK ENVIRONMENT

City Policy Reference 200-08
RCW 70.160
WAC 296-62-12005

PURPOSE

The purpose of this policy is to set out a plan and timelines for the City and City personnel to maintain a tobacco -free work environment.

POLICY

1. The City is committed to achieving a tobacco-free work environment, providing as much support as possible to assist tobacco users in this transition, and to fulfill its obligations under the law.
2. Smoking, the use of vapor and/or e -cigarettes, and all other tobacco products are prohibited in City buildings, facilities, entryways, near air intakes, or other openings that allow airflow directly into an office, building, or City vehicle.
3. City personnel may use tobacco products, vapors, and/or e -cigarettes during breaks and meal periods in outdoor areas surrounding City vehicles and facilities absent any other ordinance, rules, and/or regulations prohibiting tobacco usage.
4. Smoking cessation programs are offered by the City to assist current tobacco users who wish to stop using tobacco products.

7. ALCOHOL AND DRUG FREE WORK ENVIRONMENT

City Policy Reference 200-09
Drug -Free Workplace Act of 1988, Federal Register, Vol. 54 No 19.

PURPOSE

The City of Auburn has a significant interest in ensuring the health and safety of its City personnel and citizens. Therefore, the City will maintain a policy of an alcohol and drug free workplace.

This policy outlines those steps the City is taking to ensure that City personnel are free of the influence of controlled substances and/or alcohol while in the performance of their duties or acting on the City's behalf.

POLICY

1. Prohibited Conduct.

- a. The City of Auburn strictly prohibits the manufacture, possession, distribution, dispensing or use of alcohol or controlled substances in the workplace, while on duty, or while representing the City of Auburn.
- b. Reporting for work, remaining on duty, or acting on behalf of the City of Auburn while under the influence of alcohol or a controlled substance is strictly prohibited.
- c. No personnel shall perform safety sensitive functions on behalf of the City within four (4) hours after using alcohol.

8. INTERNET & ELECTRONIC RESOURCES-EQUIPMENT USE-ELECTED OFFICIALS

City Policy Reference 500-3

PURPOSE

To establish a policy and identify the principles of acceptable use of the internet and other electronic communications resources/equipment provided for use during his/her term of office for elected officials.

POLICY

It is the policy of the Council that Internet and electronic resources equipment use shall conform to and be consistent with the requirements of City of Auburn Administrative Policy and Procedure 500-03, "Internet & Electronic Resources/Equipment Use – Elected Officials."

All letters, memoranda, and interactive computer communication involving City Councilmembers and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, are public records.

When individual Councilmembers have completed their term of office, they will return all City electronic equipment to the Director of Information Technologies.

COMMUNICATIONS

Each Councilmember is responsible for checking their communication device multiple times daily and respond to requests by City staff as soon as possible.

ELECTRONIC COMMUNICATIONS

1. For emergency notifications of absences, and not planned absences, Councilmembers shall send an email to CouncilAlerts@auburnwa.gov to ensure the auto-distribution of communications to necessary people.
2. Messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Those records are subject to public inspection and copying.
3. Electronic communications that are intended to be shared among a quorum of the Council or of an Ad Hoc Council Committee, whether concurrently or serially, must be considered in light of the Open Public Meetings Act, if applicable. If the intended purpose of the electronic communication is to have a discussion that

should be held at an open meeting, the electronic discussion shall not occur. Further, the use of electronic communication to form a collective decision of the Council shall not occur.

2. Electronic communication should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, electronic communication is discoverable in litigation, and even deleted electronic communication is not necessarily removed from the system. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.
3. Electronic communication between Councilmembers and between Councilmembers and staff shall not be transmitted to the public or news media without the filing of a public disclosure request with the City Clerk.
4. Even if a Councilmember uses their personal electronic devices, all electronic communications and documents related to City business will be subject to discovery demands and public disclosure requests.

USE OF CITY EQUIPMENT AND FACILITIES

1. Councilmembers are provided various tools to assist them in handling the business of the City in the role as members of the Council. These tools include, but are not limited to: (1) an individual office assigned to each Councilmember in which there is (a) office furniture; (b) a computer accommodating access to the City's computer network and (c) a telephone tied to the City's telephone system; (2) and I-Pad or comparable equipment also tied to the City's computer system that can be used remotely (not just in the Councilmember's office); (3) an I-Phone or comparable equipment accommodating mobile communication needs for (a) telephone calls, (b) emails, and (c) texting; (4) a City badge accommodating physical access to City Hall facilities and Council Offices; and (5) Council mailboxes.
2. In order to assure transmittal of information necessary to conduct business of the City and to avoid Public Records Act liability for the City and Councilmembers for improper or private equipment use, Councilmembers shall use the tools identified above to assist them in being able to receive and work with information related to duties as Councilmembers.

PROHIBITED USES: The creation, transmission, downloading or storage of any document, data or message which reasonably can be construed as relating to or promoting the following, are prohibited:

1. Discrimination or harassment on the basis of age, race, color, gender, creed, marital status, national origin, disability or sexual orientation;
2. Any language and subject matter that is objectionable, offensive, obscene, threatening or otherwise inappropriate as described in the City's Workplace Harassment Policy;
3. Any communication to solicit for or promote commercial or non-profit ventures, religious or political causes, outside organizations, rumor or slander or other non-job related solicitations;

4. Any information that violates copyright laws;
5. Copying any City licensed computer software for personal use is prohibited;
6. See also specific prohibitions related to individual types of system use, below.

INTERNET: Browsing, List-Servs, Newsgroups, etc.

1. It is the policy of the City to maximize the cost-effective use of its computer systems as a means to improve efficiency and productivity. All Councilmembers are responsible for using the Internet resources in an effective, ethical, and lawful manner, and in accordance with this policy.
2. Access to the City e-mail (Outlook web access) from any remote computer that has internet access may be granted to City officials, as approved by the Mayor. Those approved to have this access must maintain virus protection software on their connections. Failure to maintain virus protection may result in the access being revoked.
3. Limited personal use may only consist of browser capability and may not include ListServs, Newsgroups, Chat Rooms or other capabilities.
4. Using City equipment or City internet connection to violate the integrity of another system (hacking) is prohibited.

SYSTEM SECURITY

1. Acquisition of computer equipment. All acquisitions of information systems components will be coordinated through the Information Technologies Department. This includes demonstration hardware and software used for evaluation purposes as well as products acquired for ongoing use.
2. Conscientious care. All Councilmembers are responsible for care of the personal computer system components that they are assigned or using. Councilmembers are responsible for promptly reporting any equipment, software and data damage and/or destruction of which they become aware. Any damage caused by personal use, including repair costs, will be the responsibility of the Councilmember.
3. Downloading/installing software (including upgrades and screensavers). The City computer system is designed to work in a network environment. Installation of unauthorized software can result in damaging the integrity of the system. Councilmembers should not download or install software on any City-owned computer. If additional software is required, a request should be addressed to the Information Services Service Desk.
4. Downloading files from the Internet. Councilmembers are individually and directly responsible for checking files for viruses using the latest version of the recommended virus-checking program. Downloading or uploading files is restricted to City business.
5. Unauthorized access. Councilmembers are prohibited from using “loopholes” or knowledge or a special password to damage computer systems, obtain extra resources, or to gain access to systems for which proper authorization has been given. Councilmembers are responsible for keeping their password confidential and not sharing it with other users.

6. Use of aliases. Use of aliases while using the Internet or internal e-mail is prohibited. Anonymous messages and anonymous newsgroup postings are prohibited.
7. Unlicensed or copied software is prohibited on any City computer. No Councilmember may use unlicensed or copied software on any City computer. The City shall seek reimbursement from any Councilmember who installs, downloads, uses or authorizes the use of any unlicensed or copied software on any City computer, or any fines, costs or other expenses incurred by the City resulting from such use.

MONITORING, ENFORCEMENT AND PENALTIES

1. All hardware, software, programs, applications, templates, data and data files residing on City information systems or storage media, whether City business or personal, are the property of the City of Auburn. The City retains the right to access, copy and change, alter, modify, destroy, delete or erase this property without prior notice to Councilmembers.
2. The City retains the right to monitor and audit the use of e-mail and Internet use. The right to use these technologies does not include the right to privacy.
3. Deleted documents, messages and data may be retrieved from a variety of points in the network. Councilmembers should assume that electronic evidence discovery might recover deleted or unsaved data.
4. Councilmembers' use of a personal Internet account on City equipment is to be arranged through the Information Technologies service desk and is subject to the provisions of this policy. Said Councilmembers should be aware that their personal e-mail and electronic files could be monitored by the City and could be reviewed as part of a Public Records request.

9. E-MAIL ETIQUETTE

City Policy Reference 200-16

City of Auburn's E-Mail Policy

Computer systems, network utilities and electronic mail are powerful business tools. These systems are designed to foster open and efficient communications. The Electronic Messaging System, like paper files and notebooks, is an asset provided to City personnel to assist them in performing their work efficiently and for limited personal use. These tools, and the work product they contain, are the property of the City. Please use your good judgment as you use the electronic mail system. While it is the general intention of the City to keep electronic mail private, it is possible that other people may view other's electronic mail messages, the recipient may route the message to others, or the City may be required to provide public disclosure of e-mail messages. You should assume that any message may be viewed by persons other than the recipient and format your messages accordingly. All messages should be composed with the expectation that they will be made public.

Getting The Message Across

Electronic mail, or e-mail, is unique. Once sent, it will wait for the recipient for hours or days. It is more tangible than voice mail and faster than paper mail. By saving copies of messages and responses, a record of communications can be built and saved. It also is useful for sharing documents in electronic form. The unique qualities of electronic mail make it an extremely useful tool in the business place. For those who spend much of their time at a desktop computer or a terminal on a network, e-mail can provide an immediate messaging service and mailbox.

Privacy vs. Public Disclosure Issues

All e-mail messages are considered to be public records and the public has the right to examine public records. Therefore, if you are concerned about public disclosure or internal disclosure, e-mail should not be used as a communication tool. Confidential and sensitive issues should not be communicated via e-mail. A user, in forwarding a message that originates from someone else, may not make changes to that message without clearly notes that changes were made to the message and the identity of the person making the changes.

Alternatives To E-Mail

The City Intranet is a better way for making announcements such as retirement parties or broad policy statements. Telephones provide a more immediate response and can be a better way to make initial contacts with people. Memos and internal mail are best for sending specific policy statements, financial forms, and documentation. The US Postal Service, UPS, Federal Express and other such companies are the best way to send and receive external business documents. One-on-one meetings are still a good way of communicating info.

Messages

E-mail is best for short messages. A message of one to five paragraphs or one that takes only one screen is most likely to be read and used. When composing your message, take a few extra seconds to think of an accurate description of the message to put in the subject field. Titles such as "???" or "more stuff" are less useful than "Network Questions" or "New Uses for Bulletin Board System." If you are sending e-mail to someone you have not met or dealt with in a long time, it is a good idea to let them first know who you are and why you want their attention. ("Hi, I work for Purchasing and have a question about...")

Attachments

The attachment feature of e-mail programs allows you to send files, such as spreadsheets and formatted documents to other computer users. When you send attachments, be certain that the receiver can read them. Just because a document can be attached to a message does not mean that the person at the other end can read it. For instance, if you attach an

Excel spreadsheet to an e-mail note and the recipient of the note does not have Excel on their PC, then they will not be able to open the attachment.

Language And Behavior

Good E-mail is businesslike and free from obscene, pornographic, sexual, harassing, menacing defamatory, threatening or otherwise offensive language. The City does not tolerate racism, sexism, and other inappropriate behavior. It is also not tolerated in the e-mail environment.

Some people will send an angry e-mail message; one that they would never say in person. Take a minute before you respond. Be careful about which words you use and how you say them. Remember that messages can be printed or forwarded. Do not say things you may regret later.

Mail Lists

Mailing lists, called Personal Groups, are a useful tool. If you are working and exchanging mail with a group of people on a regular basis, a Personal Group allows you to send the same message to all of them by entering only one address. You may want to build a Personal Group that will target your regular or special group of mail recipients. The Help File accessible through your e-mail can help you set up Personal Groups.

"Junk" Mail

"Junk" e-mail is inevitable. Try not to generate it yourself by limiting your general broadcasts. Target your audience carefully by making use of Personal Groups. If you must send a large mailing, try not to use attachments; including attachments increases the load on the network and can be costly when you consider the amount of time it takes to open an attachment. Delete e-mail you consider "junk", before opening it.

Personal Business

Use of e-mail is primarily to be reserved for official City business. However, limited personal use is authorized. There shall be no negative impact or disruption to either the sender's or receiver's performance of public duties (i.e. forwarding jokes takes time away from the job and wastes computer memory).

Return Receipts

Leave "Return Receipt" turned off unless a return receipt is absolutely necessary. Return receipts also slow down the e-mail system. If everyone requested a return receipt for each message they sent, it would double the traffic load on the mail system.

Glossary of Terms

Attachment

A file that is included with a message. It is displayed in the message as an icon, representing the type of file it is.

Broadcast

Distribution of a message to a wide number of mail users.

Intranet

A computer system used as an information source and message system. It is similar to a physical bulletin board, but messages are posted electronically on a computer bulletin board system.

E-Mail

Electronic mail

"Junk" Mail

A broadcast that includes individuals who do not need or want the information contained in the message.

Personal Groups

Assignment of a single name to multiple users. When the group name is added to the recipient list for a message, each individual in that group receives the message.

Return Receipt

Displays the date and time the message you sent was opened by the recipient.

10. CELLULAR PHONE & TABLET

City Policy Reference 200-16A

RCW 46.61.672

WAC 204-10

PURPOSE

To establish a policy that provides for and regulates cellular phone and tablet use by City personnel.

POLICY

The City of Auburn recognizes that cellular phones and tablets are an important and necessary tool in the performance of certain job duties. For those who have a valid business purpose, the City of Auburn provides cell phones and tablets for City business use.

Cell phone and tablet use can create distractions for drivers. City Personnel are prohibited from texting, using e-mail, or performing any other operation with electronic equipment, while driving a vehicle on City business. If a cell phone must be used while driving, all personnel must follow Washington State Law and use the cell phone in a "hand-free mode". "Hands-free mode" means the use of a wireless communication device with a speaker phone, headset, or earpiece.

USAGE POLICY. The City of Auburn issues cellular phones to allow efficient and cost-effective execution of City business. All City use cellular phones and services will be acquired and/or approved by the Information Technology Department.

The City of Auburn audits all City-provided cellular phone services (voice minutes used, text messages sent/received, and data service use) which include a review of the monthly billing by the individual's supervisor.

Most wireless transmissions are not secure. Therefore, individuals using wireless services should use discretion in relaying confidential information. Reasonable precautions should be made to prevent equipment theft and vandalism to City-issued cellular phones.

Cellular phone use by a driver of City-owned vehicles or by a driver of a privately owned or leased/rented vehicle, when driving to or from City business, is prohibited unless "hands-free" is used.

When using a cell phone in a "hands-free mode" dialing of the phone shall only be done when the vehicle is stopped or through the use of voice activated commands. Texting while driving a vehicle is prohibited.

PERSONAL USE OF CITY-PROVIDED CELLULAR PHONES. City-provided cellular phone use is billed on a time-used basis and intended for City business only. Emergency personal use should be limited to 3 minutes or less.

11. CITY OWNED VEHICLES, EQUIPMENT

City Policy Reference 200-11

PURPOSE

To establish a policy regarding personal use of City owned vehicles, equipment and materials.

POLICY

City owned vehicles, equipment, materials, or services for personal convenience or profit is prohibited. Use is to be restricted to such services as are available to the public generally, for the authorized conduct of official business, and for such purposes and under such conditions as are directed by administrative order of the chief executive officer of the City (Mayor).

DEFINITIONS

Vehicles: Automobiles, vans, trucks, tractors and other specialty vehicles

Equipment: Telephones, computers, copy machines, fax machines, or other office equipment provided for the accomplishment of clerical tasks; tools and equipment used to repair facilities, grounds, and vehicles; and/or any other type of city owned property.

Materials: Paper, pens, other desk and office supplies; items such as fertilizer, cleaner, pesticide, etc., used in grounds and facilities maintenance; and operational supplies used to repair, clean or fuel equipment.

Services: Any service provided by the City in the performance of its municipal responsibilities.

PROCEDURE

City Mail Room: The City mail room will not accept personal packages from City personnel to be mailed or packages of a personal nature mailed to City personnel at the City address. The mail room is very busy with business related mail distribution and other responsibilities. Personal letters that are self-stamped and sealed will be accepted and mailed by the City mail room. However, the City will not be responsible if a letter is not delivered to the recipient.

12. USE OF PERSONAL VEHICLES

City Policy Reference 200-17

PURPOSE

To document the policy for the use of personal vehicles for official city business.

POLICY

The City encourages City personnel to use city-owned vehicles for official city business; however, the use of personal vehicles is allowed per the following guidelines:

1. **LIABILITY INSURANCE.** Those who use personal vehicles for city business must purchase and maintain auto liability insurance that meets or exceeds the state's minimum requirements for bodily injury and property damage and must keep a copy of proof of insurance in their vehicle at all times. In the event of an accident the individual's personal auto insurance provides the primary coverage, and the City's liability insurance provides coverage in excess of that policy. The City does not provide collision or comprehensive insurance coverage for personal vehicles even when used for official city business. In some cases an individual's insurance company may require a special endorsement for business use; therefore, those individuals should contact their insurance agent to determine if special coverage is required.
2. **DRIVING UNDER THE INFLUENCE OF DRUGS AND ALCOHOL.** Driving any vehicle on city business during or after consumption of drugs, alcohol or prescription medication that affect driving ability is strictly prohibited per the City's Alcohol and Drug Free Work Environment Policy.
3. **COMPENSATION FOR BUSINESS USE OF PERSONAL VEHICLES.** The City will compensate City personnel who use personal vehicles for official City business on a per mile basis at the current standard mileage rate established by the Federal Government. To receive compensation for local mileage, City personnel must submit a Travel Authorization and Explain Claim form per the City's Travel Authorization & Reimbursement for Business-Related Travel Expenses Policy.

13. WORKPLACE INSPECTIONS

City Policy Reference 200-33

PURPOSE

The City of Auburn has a responsibility to ensure a safe workplace and conduct any related investigations in a timely and thorough manner. For these, and any other reason the City determines appropriate and necessary, the City has a right to conduct random and unannounced inspections workspaces.

POLICY

The City provides equipment, furniture/lockers, vehicles, materials and other items for the use by City personnel in their conduct of official City business. The City does not assume responsibility for any theft or damage to any personal belongings occurring within the workplace.

The City of Auburn retains the right to conduct random and unannounced inspections of workspaces.

14. WORKPLACE HEALTH AND SAFETY

City Policy Reference 300-01

PURPOSE

To document the City of Auburn's policy on workplace health and safety.

POLICY

The City of Auburn takes the health and safety of its workforce seriously and will comply with all applicable federal, state and local health and safety regulations to provide a work environment free from recognized hazards likely to cause injury, illness or death.

15. ID BADGES

City Policy Reference 200-38

PURPOSE

To establish the City's policy on City personnel identification and building access badges.

POLICY

The City utilizes a keyless entry ID Badge Access system for entry to most City building. Building access assignments are made by Human Resources based on position, assigned responsibilities and individual building policies. Oversight of badge access systems management is a collaborative effort involving Human Resources, Facilities and Information & Technology.

The City will issue photo identification access badges to all elected officials, full-time, part-time and non-benefitted employees. Volunteers will receive non-photo identification/building access

badges, unless they are volunteering in the Police Department or Emergency Management Division, in which case they will receive a photo identification/building access badge.

16. DRESS FOR YOUR DAY

City Policy Reference 200-39

PURPOSE

The policy articulates the City's "Dress for Your Day" philosophy and provides a flexible and reasonable dress standard for all. This policy is to support a work environment that is comfortable and inclusive for all City personnel.

Ultimately, the racially, gender, religiously, and politically inclusive business casual dress code aims to balance individual expression, professionalism, and safety requirements, fostering an environment where all feel valued, respected, and able to perform their duties effectively.

POLICY - DRESS FOR YOUR DAY

1. The City's "Dress for your Day" philosophy encourages individuality and personal discretion by allowing individuals to tailor their clothing choices to the day-to-day demands of their role and the work that they perform. Individuals should consider their day's schedule, tasks being performed, and the people with whom they'll have interaction.
2. Good judgment should always be applied when making decisions on workday attire. Dress for Your Day embodies the basic sentiment that the City trusts individuals to know how to exercise good judgment in choosing clothing for the workday. This philosophy is intended to reinforce that trust.
3. General Expectations. To provide guidance, some minimum standards are outlined below.
 - a. Casual is the default dress code. Casual is defined as all shirts with collars, crewneck or v-neck shirts, blouses, and golf and polo shirts. Casual slacks and trousers, jeans without holes, etc. Dresses/skirts that are mid-thigh or longer, except for safety sensitive positions prohibited by the Department of Labor & Industries. Clean, athletic shoes, casual slip-on or tie shoes and dress sandals.
 - b. Business attire may be necessary for meetings with elected officials, community members or customers, colleagues or networking opportunities. Business attire is defined as all shirts with collars, blouses, and golf and polo shirts. Slacks and trousers. Dresses/skirts that are mid-thigh or longer. Slip on or tie shoes, dress sandals and clean athletic shoes.
 - c. Attire and appearance should be clean and appropriate to the workday.
 - d. Hats should have the City of Auburn logo to aid in identification when serving the public.
4. Inappropriate Attire. It would be impossible to provide an exhaustive list of what is or is not acceptable when it comes to appropriate attire. That said, below are some examples of inappropriate or unprofessional attire. This list is not intended to be exhaustive.
 - a. Garments that are dirty, ripped, extremely worn or threadbare.
 - b. Attire printed with social movements, counter movement, or political affiliations.
 - c. Sleepwear, including slippers.

- d. Beachwear, including flip-flops, swimwear and shorts.
- e. Shirt or blouse that ends above the waist, exposing a midriff section.
- f. Exercise gear is generally not appropriate but may be worn when participating in wellness, recreation or City-based activities.
- g. Applying the Dress for Your Day standard, beach wear and/or exercise gear would be reasonable attire for parks/recreation staff.
- h. Heavily scented lotions, perfumes, colognes should be generally avoided, as some people have scent allergies and sensitivities. Where specific disability accommodations have been put in place, use of such products may be formally restricted.

17. PUBLIC RECORDS REQUESTS

City Policy Reference 400-03

PURPOSE

To establish the procedures the City of Auburn (“City”) will follow in order to provide full access to public records. These rules provide information to persons wishing to request access to public records of the City and establish processes for both requestors and the City staff.

POLICY

RCW 42.56.070 (1) requires each agency to make available for inspection and copying nonexempt “public records” in accordance with published rules. The act defines “public record” to include any “writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained” by the agency.

RCW 42.56.070(2) requires each agency to set forth “for informational purposes” every law, in addition to the Public Records Act, that exempts or prohibits the disclosure of public records held by that agency. The City adopts by reference the list of exemptions found in Appendix C of the Public Records Act for Washington Cities, Counties, and Special Purpose Districts published by Municipal Research & Service Center, last update March 2019, as that list may be amended.

In accordance with RCW 42.56.070(4)(a), the City finds that the City is comprised of multiple departments, which maintain separate databases and document management systems. The City further concludes that because of the multiple locations, formats, and storage systems, it is unduly burdensome to main an all-inclusive index of public records. Therefore, the City does not maintain an all-inclusive index of public records.

18. ELECTRONIC SIGNATURES

City Policy Reference 400-04

PURPOSE AND ADMINISTRATION

To establish an electronic signature policy for the City.

This policy may be modified, rescinded, or replaced at any time by the City Attorney.

POLICY

The City recognizes electronic signatures as legally binding and equivalent in force and effect as an original handwritten signature and authorizes the use of an electronic signature platform to affix signatures to City records as provided in this policy. Electronic signatures may be affixed to all records not legally required to have an original handwritten signature, including but not limited to, meeting minutes, resolutions, ordinances, engineering records, and any and all leases, contracts, and agreements to which the City is a signatory.

Electronic signatures may be used on City records requiring execution by a third party. Electronic signatures cannot be applied using another employee's name. Records signed by a designee on behalf of the Mayor, City Clerk, City Attorney, City Engineer, Engineer of Record or Department Director shall use the designee's own electronic signature.

If an electronic signature is used for interstate transactions or for documents required by the U.S. Federal government, the electronic signature shall comply with the requirements of the Electronic Signatures in Global and Electronic Commerce Act. This policy in no way affects the City's ability to conduct a transaction using a physical medium and shall not be construed as a prohibition on the use of original handwritten signatures.

19. PETITIONS AND SIGNATURE DRIVES AT CITY HALL

City Policy Reference 500-1

PURPOSE

It is the purpose and intent of this policy to make available at City Hall and other public facilities of the City access to and an opportunity for exchange of information. There are occasions when public service projects and matters of community interest would warrant the use of City Hall and other City facilities. Among the methods that information may be gathered and shared are petitions and signature drives. However, state law (RCW 42.17.130) provides strict limitations on the use of public facilities for political campaigns, ballot measures and elections matters. Accordingly, the accessibility and availability of City Hall and other City facilities for petitions and signature drives related to political campaigns, ballot measures and elections matters must be curtailed in accordance with state law. Therefore, in order to provide for distinction between those petitions and signature drives that are election related and those that are community oriented but unrelated to election matters, a policy should be implemented.

POLICY

Whenever proponents of a petition or signature drive wish to solicit signatures and have petitions available for signature at City Hall and other City facilities, the Community Development Director shall screen the petitions and signature drives to assess whether they have any relationship to any political campaigns, ballot measures or election matters.

1. If the Community Development Director determines that the signature drive or petition is related to any ballot measure, election or candidacy, it shall be denied permission to utilize City Hall or other City facilities.
2. If the Community Development Director determines that the petition or signature drive is unrelated to any political campaigns, ballot measures or elections matters, the Community Development Director shall then assess whether the petition or signature

drive is community oriented or directed to issues and matters objectively beneficial to the City.

3. If the Community Development Director determines that the signature drive or petition is not community oriented or directed to issues and matters objectively beneficial to the City, it shall be denied permission to utilize City Hall or other City facilities.
4. On the other hand, if the Community Development Director determines that the signature drive or petition is community oriented or directed to issues and matters objectively beneficial to the City, it may be granted permission to utilize City Hall or other City facilities, subject to reasonable space and access considerations.
5. In considering whether the signature drive or petition is community oriented and/or directed to issues and matters objectively beneficial to the City, the Community Development Director shall consider whether it meets or promotes a legitimate municipal/governmental purpose and whether it does so in a way that is fair and responsible.

20. OBSTRUCTION OF ACCESS TO CITY FACILITIES

City Policy Reference 500-2

PURPOSE

To establish a policy that bans use of entry-plaza areas around City Hall, as well as use of other City facilities for purposes different than those for which they were intended, or which interferes with or which could interfere with the intended uses.

POLICY

People are prohibited and prevented from any use of City facilities that interferes with the purposes for which the City facilities were intended, or which interferes with or obstructs safe, clean access to City facilities. This includes, but is not limited to use of bicycles, scooters, skates, skateboards and similar vehicles in the entry-plaza areas around City Hall.

21. TRAVEL AUTHORIZATION

City Policy Reference 100-11

RCW 42.24

Auburn Municipal Code 2.54

PURPOSE

To provide Councilmembers who incur authorized travel, subsistence, registration and related expenses while on City business, reasonable and timely mechanisms for reimbursement and/or the advancement of such necessary expenditures.

It is also recognized that City payment of business-related food and beverage for non-travel purposes will be incurred by Councilmembers wherein reimbursement will be provided. This policy also served to provide guidelines by which to determine whether or not expenditure by a Councilmember may be reimbursable to that Councilmember, and by which to determine refreshments and related costs served or made available at meetings involving volunteers and other quasi-employees are legitimate City expenditures.

POLICY

The City will pay reasonable and necessary expenses incurred by Councilmembers while conducting authorized City business. When incurring such expenses, Councilmembers must be sensitive to public expectations as to the use of public moneys and the need to use good judgment. The City will not pay ineligible expenses such as alcoholic drinks, expenses incurred by a spouse or another person, and first-class travel, nor will the City pay expenses judged excessive, extravagant, unnecessary or unreasonable.

It shall be the policy of the City to allow attendance and participation of City elected and appointed officials, employees, members of boards, and commissions at meetings and conventions when such participation is determined to be in the public interest. It shall be understood that all subsistence rates, allowances and payments provided to City employees/officials through the implementation of this policy shall only be paid when such employee or official is engaged in duly authorized City business and not for any other purposes.

22. USE OF CITY CREDIT CARDS

City Policy Reference 100-12
RCW 43.09.2855
Auburn Municipal Code 3.10.020

PURPOSE

1.1 To establish a policy and procedure related to the distribution, authorization, control and use of City credit cards.

1.2 To establish credit limits and payment of bills related to City credit cards.

POLICY

The City of Auburn finds that the use of credits cards is a customary and economical business practice to improve cash management, reduce costs and increase efficiency.

Use of Credit Cards shall be limited to the following:

- Extraordinary and/or emergency type circumstances;
- Advance payment for budgeted and authorized training classes/ seminars;
- Advance payment for budgeted and authorized purchases made via the internet;
- Budgeted, approved. travel including costs associated with such travel (advance payment of airline fares, lodging, registration fees, and tuition);
- Non -travel status meals (see receipt requirement in section 5. 4);
- Travel status meals limited to the. Per Diem rate (see requirements in section 5. 4).
- See also the Travel. Authorization & Reimbursement for Business - Related Travel. Expenses policy, No. 100- 11.

All credit card receipts must be itemized or have an itemized receipt accompanying them. Meal receipts shall include a detail of food and beverages served. Meals purchased in travel status will be limited to per diem amounts. If the per diem rate is exceeded, the card user must reimburse the City.

Personal charges to City credit cards are not allowed under any circumstance

Disallowed charges, or charges not properly identified, will be paid by the card user before the charge card billing is due. Failure to do so will render the card user personally liable for the unpaid amount, plus interest and/ or any fees at the rate charged by the bank that issued the card.

Cash advances on all City credit cards are prohibited.

23. PURCHASING CARDS

City Policy Reference 100-15

PURPOSE

To establish policies and procedures for employees regarding the use of purchasing cards to procure goods or services for official City business purposes.

POLICY

It is the policy of the City of Auburn to authorize cardholders to make purchases using a City of Auburn purchasing card. Use of purchasing cards will reduce costs associated with processing invoices and purchase orders by departments and accounts payable and maintain good business relations with suppliers through prompt payments.

Authorized cardholders are responsible for becoming knowledgeable with proper use of the card, authorized expenditures, and the documentation requirements. Authorized cardholders are to use the cards only for official City business.

All purchasing cards will be issued to the City of Auburn in the name of the authorized cardholder. The purchasing card must be maintained on person or otherwise secured in a manner to maintain control of the card. For safety purposes the authorized cardholder's identification or social security number is not associated with the card.

Purchasing Card Program Cardholder Responsibilities:

1. Be accountable and responsible for the purchasing card in his/ her name at all times.
2. Use the purchasing card for official City business only and not personal use or cash advances. The Purchasing Card Agreement between the cardholder and the City must be completed and signed by the cardholder and Pcard Program Administrator (Finance A/ P) before the purchasing card will be issued. The Purchasing Card Agreement and its terms are incorporated as part of this policy.
3. Obtain and retain original receipts, packing slips, and shipping documents for each purchase made with the purchasing card. A monthly report will be provided by the cardholder.
4. Reconcile, or arrange for the reconciliation of, the purchasing card monthly report/ statement. Confirm that original receipts documenting all transactions on the report are supportable as appropriate City expenditures are attached to the report. Have the monthly report reviewed and approved according to internal department policies and submitted to the Finance Department by the appropriate due dates. Include appropriate additional documentation when consistent with other City policies (i. e., travel authorization forms).

5. All purchasing card purchases must comply with the City of Auburn Purchasing and Travel policies and procedures. The purchasing card is not to be used as a substitute for contracts.
6. The use of the purchasing card does not relieve the cardholder from complying with other State, City, and department policies and procedures. The purchasing card is not intended to replace effective procurement planning, which can result in quantity discounts, a reduced number of trips, and more efficient use of City resources.
7. The authorized cardholder is the only person entitled to use the purchasing card that has their name on the face of the card. Purchasing cards should be treated with extreme care in the same manner as a personal credit card. The cardholder is responsible for reporting a lost or stolen card immediately to their supervisor and Purchasing Card Program Administrator (Finance A/P).

DEFINITIONS:

AUTHORIZED CARDHOLDERS. The Mayor, City Council members, and authorized full or part-time regular City employees are eligible to use purchasing cards. Temporary employees are not authorized to use purchasing cards.

PURCHASING CARDS. Will be a credit card with a Visa logo issued from the bank or procurement card program of the City's choice.

**RULES OF PROCEDURE OF THE CITY COUNCIL OF
THE CITY OF AUBURN, WASHINGTON**

TABLE OF CONTENTS

SECTION 1	AUTHORITY	2
SECTION 2	COUNCIL MEETINGS	2
SECTION 3	ORDER OF BUSINESS FOR REGULAR COUNCIL MEETING AGENDA	4
SECTION 4	COUNCILMEMBER ATTENDANCE AT MEETINGS	8
SECTION 5	PRESIDING OFFICER - DUTIES	10
SECTION 6	COUNCILMEMBERS	11
SECTION 7	DEBATES	12
SECTION 8	PARLIAMENTARY PROCEDURES AND MOTIONS	12
SECTION 9	VOTING	14
SECTION 10	COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL	15
SECTION 11	PUBLIC HEARINGS AND APPEALS	1716
SECTION 12	DEPUTY MAYOR SELECTION PROCESS	17
SECTION 13	COUNCIL POSITION VACANCY	21
SECTION 14	COUNCIL MEETING STAFFING	24
SECTION 15	COUNCIL RELATIONS WITH STAFF	24
SECTION 16	COUNCIL STUDY SESSIONS, COMMITTEES AND CITIZEN ADVISORY BOARDS	25
SECTION 17	COUNCIL REPRESENTATION AND INTERNAL COMMUNICATION	30
SECTION 18	TRAVEL AUTHORIZATION	36
SECTION 19	CONFIDENTIALITY	37
SECTION 20	ENFORCEMENT OF RULES OF PROCEDURE	37

RULES OF PROCEDURE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON

SECTION 1 AUTHORITY

Pursuant to RCW 35A.12.120, the Auburn City Council establishes the following rules for the conduct of Council meetings, proceedings, business, and the maintenance of order. These rules shall be in effect on adoption by resolution of Council and until they are amended, or new rules are adopted. The Deputy Mayor or Interim Deputy Mayor will coordinate a review of these rules at least once every calendar year.

SECTION 2 COUNCIL MEETINGS

All meetings of the City Council shall be open to the public and all persons shall be permitted to attend, both in person and virtually, any meeting of this body, except as provided in RCW Chapter 42.30. The City Clerk¹ is responsible for preparing agendas for all City Council meetings.²

The City Clerk is responsible for preparing action minutes of all of the Council meetings that contain an account of all official actions of the Council. Council meetings shall be electronically recorded and retained for the period of time as provided by State law.

2.1 **Regular Meetings.** Regular Meetings of the City Council shall be held at 7:00 p.m. on the first and third Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington.³

A. If a scheduled Regular Council meeting falls on a legal holiday, the meeting shall be held at 7:00 p.m. on the first business day following the holiday.

B. The Mayor, as Presiding Officer, shall be seated at the center of the dais, and the Deputy Mayor or Interim Deputy Mayor shall be seated to the Presiding Officer's immediate left. When the Deputy Mayor or Interim Deputy Mayor is acting as the Presiding Officer, in the absence of the Mayor, the Deputy Mayor or Interim Deputy Mayor shall be seated in the center of the dais. The seating arrangement for the other members of the Council shall be as determined and directed by the Deputy Mayor or Interim Deputy Mayor. The seating arrangement will be decided once every calendar year.

¹The City Clerk may delegate any of the duties in these Rules to staff.

²ACC 2.03.100

³ACC 2.06.010(A), 2.06.020

[See ACC 2.06.010 (Ord. 3916 § 1, 1983; 1957 code § 1.04.010); ACC 2.06.020 (Ord. 3759 § 1, 1982; 1957 code § 1.04.020); ACC 2.06.030 (1957 code § 1.04.060); ACC 2.06.080 (1957 code § 1.04.090).]

2.2 **Study Sessions.** Study Sessions of the City Council shall be held at 5:30 p.m. on the second, fourth, and fifth Mondays of every month in the City Hall Council Chambers located at 25 West Main Street, Auburn, Washington.⁴

- A. If a scheduled Study Session falls on a legal holiday, the meeting shall be held at 5:30 p.m. on the first business day following the holiday.
- B. Study Sessions seating arrangement shall be located in the floor space directly in front of the dais, unless there is a public health emergency in effect. The table layout for Council, presenters, and speakers shall be done in such a way as to provide for maximum visibility of all attendees. The Deputy Mayor and the Special Focus Area Chairperson for the scheduled focus area, as set out by the agenda, shall be at a designated head table. No particular seating arrangement shall be required for other members of the Council, or for the Mayor, for Study Sessions.
- C. The Council shall not take final action at a Study Session. For purposes of this rule, “final action” by the Council means a collective positive or negative decision, or an actual vote on a motion, proposal, resolution, order, or ordinance.⁵ Procedural parliamentary motions are not considered final action.

2.3 **Special Meetings.** A Special Meeting of the City Council may be called by the Mayor or any three members of the Council by written notice delivered to each member of the Council at least 24 hours before the time specified for the proposed meeting. Meeting notices shall be delivered by reasonable methods. Those methods can include email notification in addition to notice on the agency’s website and principal location. The City Clerk shall provide the written notices. No ordinance or resolution shall be passed, or contract let or entered into, or bill for the payment of money allowed, at any special meeting unless public notice of that meeting has been given by notice to the local press, radio, and television that is reasonably calculated to inform the city’s inhabitants of the meeting.⁶

[See ACC 2.06.040 (1957 code § 1.04.070).]

2.4 **Emergency Meetings.** Emergency Meetings may be called by the Mayor or Presiding Officer in case of an emergency. Meeting site notice requirements do not apply.

⁴ ACC 2.06.010(B), 2.06.020

⁵ RCW 42.30.020(2)

⁶ ACC 2.06.040; RCW 35A.12.110

In the event of an emergency, Council may vote on emergency expenditures pursuant to RCW 35A.34.140 and 35A.34.150.

- 2.5 **Closed or Executive Sessions.** A Council meeting that is closed to the public. Council, the Mayor, City Attorney, and authorized staff members and/or consultants may attend.

Closed and Executive Sessions may be held during Regular Meetings, Study Session Meetings, and Special Meetings of the City Council, and will be announced by the Presiding Officer. Closed and Executive Session subjects are limited to considering those matters permitted by State law.⁷

- 2.6 **Council Retreat.** Council will coordinate with staff to strive to hold an annual retreat in the first or second quarter of each calendar year.

- 2.7 **Cancellation of Meetings.** Meetings may be canceled by the Mayor with the concurrence of the Deputy Mayor or Interim Deputy Mayor or, in the absence of either, by the Mayor or the Deputy Mayor or Interim Deputy Mayor, or in the absence of both, by the Presiding Officer or by a majority vote of the City Council, and proper notice given by the City Clerk.

- 2.8 **Quorum.** Four (4) or more Councilmembers will constitute a quorum for the transaction of business.

SECTION 3 ORDER OF BUSINESS FOR REGULAR COUNCIL MEETING AGENDA

All items to be included on the Council's agenda for consideration should be submitted to the City Clerk in full by 5:00pm on the Wednesday preceding each Regular Council Meeting. The City Clerk shall then prepare a proposed agenda according to the order of business, for approval by the Mayor, or their designee, provided the approval shall be exercised in a manner consistent with ACC 2.03.100. A final agenda will then be prepared by the City Clerk and distributed to Councilmembers as the official agenda for the meeting.

- 3.1 The agenda format of the Regular City Council meeting shall be as follows:
- A. **Call to Order.** The Mayor shall call the meeting to order.
 - B. **Land Acknowledgement.** The Mayor shall make a land acknowledgement.
 - C. **Public Participation.** This is the place in the agenda where the public is informed on how to participate in the public meeting and/or instructed on the available options to view the public meeting.

⁷ RCW 42.30.110(1), 42.30.140

- D. **Pledge of Allegiance.** The Mayor, Councilmembers and, at times, invited guests will lead the Pledge of Allegiance.
- E. **Roll Call.** The City Clerk will call the roll.
- F. **Announcements, Proclamations and Presentations.** A proclamation is defined as an official announcement made by the Mayor or the City Council regarding a non-controversial event, activity, or special interest group which has a major city-wide impact.
- G. **Appointments.** Appointing individuals to various committees, boards and commissions. Confirmation of appointments, where confirmation is called for, may be preceded by discussion in Executive Session, where appropriate.
- H. **Agenda Modifications.** Changes to the Council's published agenda are announced at this time.
- I. **Public Hearings and Appeals.** Individuals may comment on public hearing and appeal items by submitting written comments to the City Clerk in advance of the public hearing or by participating in the forum designated by the public hearing notice. However, if an appeal is a closed-record appeal, the matter shall be considered only based on information, evidence, and documents in the record. Argument on the appeal shall refer only to matters, information, documents, and evidence presented at the underlying hearing from which the appeal is taken. No new information, evidence, or documents may be added and argument on the appeal may only deal with information, evidence, and documents in the record. The Presiding Officer will state the public hearing and/or appeal procedures before each hearing.
- J. **Public Comment.** Members of the public may comment on any matter related to City business under the Public Comment portion of the meeting agenda. Section 10 of these Rules sets forth the procedures for receiving public comments.
- K. **Correspondence.**
- L. **Council Ad Hoc Committee Reports.** Council Ad Hoc Committee Chairs, or designee, may report on the status of their Ad Hoc Council Committees' progress on assigned tasks and may give their recommendations to the City Council, if any.
- M. **Consent Agenda.** Approval of the Consent Agenda, including items considered to be routine and non-controversial, may be approved by one motion. Items on the Consent Agenda include, but are not limited to, the following. Any Councilmember may remove any item from the Consent

Agenda for separate discussion and action. The Chair for a Special Focus Area may speak to any of the items on the Consent Agenda that are relevant to the Special Focus Area that they are assigned.

1. Approval of minutes.
 2. Fixing dates for public hearings and appeals.
 3. Approval of claims and vouchers, bid awards, and contracts.
 4. Approval of surplus property.
 5. Other items designated by the City Council.
- N. **Unfinished Business.** Unfinished business of a general nature that was considered by Council at a previous business meeting.
- O. **New Business.** Business, other than ordinances and resolutions, that has not been previously before the City Council and items that are removed from the Consent Agenda for separate discussion and action. Councilmembers are required to provide the Mayor and Deputy Mayor or Interim Deputy Mayor information regarding the topic of any new business 48 hours prior to the Council meeting.
- P. **Ordinances.**
1. All ordinances shall be in writing. Titles may be read aloud before the ordinance is voted on. Any Councilmember may request a full reading of the text of a proposed ordinance before the vote on its adoption. The request for a full reading of an ordinance does not need to be voted on. However, the request for a reading of the title of the proposed ordinance, or a full reading of the text of the proposed ordinance, may be waived by a majority of the Councilmembers in attendance at the Council Meeting.
 2. Before any ordinance is considered for adoption by the City Council, the ordinance shall be included on a Study Session agenda. Council may waive this rule.

After a motion to adopt an ordinance has been made and seconded, the Councilmember making the motion is encouraged to give a brief description of the issues involved with the ordinance, without simply repeating the ordinance title, and may choose to comment on any results of Council discussion or action regarding the issue.

Discussion and debate by the City Council on ordinances will be held before the vote on an ordinance. Councilmembers may approve, reject, or amend

the ordinance, or postpone the action and direct staff to further review the proposed ordinance.

An ordinance shall be adopted by a vote of at least a majority of the whole membership of the Council. In the event of a public emergency, an ordinance may be made effective on adoption, instead of after five days after publication, with a majority vote plus one of the whole Council. A public emergency ordinance is one designated to protect public health and safety, public property, or public peace.

- Q. **Resolutions.** All resolutions shall be in writing. Titles may be read aloud before the resolution is voted on. Any Councilmember may request a full reading of the text of a proposed resolution prior to the vote on its passage. The request for a full reading of a resolution does not need to be voted on. However, the request for a reading of the title of the proposed resolution, or a full reading of the text of the proposed resolution may be waived by a majority of the Councilmembers in attendance at the Council Meeting.

After a motion to pass a resolution has been made and seconded, the Councilmember making the motion is encouraged to give a very brief description of the issues involved with the resolution without simply repeating the resolution title, and the Councilmember may choose to comment on any results of Council discussion or action regarding the issue.

Discussion and debate by the City Council on resolutions will be held before the vote on a resolution. Councilmembers shall decide whether or not to amend the resolution, or direct staff to further review the proposed resolution.

A resolution shall be passed by a majority vote of a quorum of the Council, provided that passage of any resolution for the payment of money or that grants or revokes a franchise or license, shall require the affirmative vote of at least a majority of the whole membership of the Council.

- R. **Mayor and Councilmember Reports.** The Mayor and Councilmembers may report on their activities related to federal, state, regional, City, and local organizations for which they are members in their official capacity as elected officials. Reports shall regard those activities and events that have occurred since the last Regular Meeting and that have an important and direct impact or benefit to the City. The Mayor and Councilmembers shall limit their reports to not more than three (3) minutes, with sensitivity to avoiding duplicate reporting.

- S. **Adjournment.**

- 3.2 **Recess.** The foregoing agenda may be interrupted for a stated time as called by the Presiding Officer to recess for any reason, including Closed or Executive Sessions.
- 3.3 **Amendment to Agenda.** The sequence of handling items on the agenda of a particular Regular Council Meeting may be amended from order listed on the printed/approved agenda as follows:
- A. **Motion to Suspend the Rules.** On a motion by any member and majority vote, the City Council may suspend the rules to add an item (e.g., under New Business) or to allow an item on the agenda to be considered at a different order or placement in the agenda, or to be referred to an upcoming Study Session agenda (See Rules 2.2 and 16.1).
 - B. **Adjustment of Agenda by Presiding Officer.** The Presiding Officer may adjust the order of items on the agenda or add items to the agenda, if agreed upon by the Mayor and the Deputy Mayor, subject to being overruled by a majority vote of the Council.

SECTION 4 COUNCILMEMBER ATTENDANCE AT MEETINGS

4.1 Council Meetings.

- A. Councilmembers shall attend all scheduled meetings, including committee meetings.

A Councilmember will be excused from a meeting if they have submitted a request in advance of the meeting. Written requests should be submitted by email. If the request is made the day of the meeting, it may be made by telephone or in person. The reason for the request shall be given at the time of the request. Excessive, continued, or prolonged absences may be addressed by the City Council on a case-by-case basis.

Councilmembers shall send their email communication regarding their absence or anticipated late arrival to Council meetings or committees to the CouncilAlerts@auburnwa.gov email address.

[See ACC 2.06.050 and RCW 35A.12.060]

- B. Councilmembers may participate remotely at Council meetings via telephone, video conference, or other approved electronic means with notification to the Mayor, Deputy Mayor or Interim Deputy Mayor, and designated City staff prior to noon on the day of the meeting. If a Councilmember appears remotely for a Council meeting, the Councilmember will use the City of Auburn approved virtual background.

Technical circumstances shall be considered as to the acceptability of remote attendance. Council prefers in-person attendance when possible.

- C. Remote attendance of the entire council may be permissible when and if a declaration of emergency is declared locally, regionally, statewide, and/or nationally that would prohibit in person attendance by Councilmembers. The Mayor shall direct remote attendance of the Council as necessary and when it is in the interest of the City to conduct Council business.

[See ACC 2.06.050 and RCW 35A.12.060]

4.2 **Study Sessions.**

- A. Councilmembers shall attend all Study Sessions.

A Councilmember will be excused from a meeting if they have submitted a request pursuant to section 4.1A of these rules, in advance of the meeting. Written requests should be submitted by email. If the request is made the day of the meeting, it may be made by telephone or in person. The reason for the request shall be given at the time of the request. Excessive, continued, or prolonged absences may be addressed by the City Council on a case-by-case basis.

[See ACC 2.06.050 and RCW 35A.12.060]

- B. Councilmembers may participate remotely at Study Sessions under the same protocol set forth in Section 4.1B-C.

- 4.3. **Ad Hoc Council Committee Meetings.** Attendance at Ad Hoc Council Committee Meetings and Special Meetings will not be considered “Regular Meetings” for the purposes of RCW 35A.12.060, applicable to Regular City Council meetings. However, unexcused absences from any Regular or Special meetings, or Ad Hoc Committee meetings, is a violation of these Rules of Procedure.

- 4.4 **Use of Cell Phones Prohibited.** At all meetings of the City Council, Councilmembers may use their City cell phones to log into their electronic devices. All cell phones must remain on silent for the duration of the meeting. Personal communication devices may only be used in the event of an emergency. Councilmembers shall not send, receive, read or post e-mails, texts, or social media posts during meetings of the Council.

- 4.5 **Department.** To the extent feasible, Councilmembers shall utilize language appropriate to the seriousness of the public legislative matters at hand. Councilmembers shall address their remarks to the Presiding Officer and shall address elected officials and staff by their title or other method that uses their last name rather than first name, e.g., “Mayor [surname],” “Deputy Mayor [surname],

“Councilmember [surname]” “Chief [surname],” or “Director [surname],” as applicable. The purpose of this approach is to ensure that the City Clerk can create accurate meeting minutes. Councilmembers shall refrain from side conversations with other individual Councilmembers. Councilmembers shall also refrain from inappropriate or derogatory body language, comments, or any other actions that detract from the department of the City Council.

SECTION 5 PRESIDING OFFICER - DUTIES

5.1 Conduct of Meetings.

- A. The Mayor will preside over all Regular Meetings, Special Meetings, and Emergency Meetings of the Council. If the Mayor is absent, the Deputy Mayor or Interim Deputy Mayor will preside. If both the Mayor and Deputy Mayor or Interim Deputy Mayor are absent, the Chair of Municipal Service Special Focus Area or Chair of the Finance and Internal Services Special Focus Area (in that order) will preside.

The Deputy Mayor or Interim Deputy Mayor will preside over Council Study Sessions, other than those portions for which Special Focus Areas are scheduled, in which case the Chair of the Special Focus Area will preside. If the Deputy Mayor or Interim Deputy Mayor is absent, the Special Focus Area Chair will preside. If both the Deputy Mayor and the Special Focus Area Chair are absent, the Special Focus Area Vice Chair will preside.

The Mayor is encouraged to attend Study Sessions.

5.2 The Presiding Officer:

- A. Shall preserve order and decorum at all meetings of the Council and cause the removal of any person in the audience from any meeting who interrupts the meeting after having been warned to cease the interruptive behavior.
- B. Shall observe and enforce all rules adopted by the Council.
- C. Shall decide all questions on order, in accordance with these rules, subject to appeal by any Councilmember.
- D. May affix approximate time limits for each agenda item.

SECTION 6 COUNCILMEMBERS

- 6.1 **Remarks.** Councilmembers who wish to speak shall address the Presiding Officer and, when recognized, shall limit their comments to questions under consideration.
- 6.2 **Questioning.** Any member of the Council, and the Mayor, shall have the right to question any individual, including members of the staff, on matters related to the issue properly before the Council for discussion.
- 6.3 **Obligation to the Public Agency.** Notwithstanding the right of Councilmembers to express their independent opinions and exercise their freedom of speech, Councilmembers should act in a way that reflects positively on the reputation of the City and of the community. Councilmembers shall also interact with other members of the City Council, the Mayor, and City staff in ways that promote effective local government.
- 6.4 **Council Training.** Councilmembers shall participate in training offered by individuals, agencies, entities, and organizations including, but not limited to, the Association of Washington Cities (AWC), Municipal Research and Services Center (MRSC), Jurassic Parliament, and the State of Washington. This includes initial orientation after taking office, and other required or recommended training.

6.4.1 Resources provided to each Council member shall include: 1) a current copy of the “Mayor and Councilmember Handbook” produced by AWC and MRSC, and 2) a current copy of “Mastering Council Meetings: A Guidebook for Elected Officials and Local Governments” from Jurassic Parliament.

6.4.2 Training should be completed by each Councilmember within the first year of joining Council. staff will work with Directors, the Deputy Mayor or interim Deputy Mayor, and Councilmembers to ensure required trainings are scheduled and completed.

6.4.3 Training may include:

- Elected Officials Essentials Workshop from AWC
- NeoGov Training as assigned by Auburn’s HR Department
- An overview of each Department presented by the respective department’s Director and/or that Director’s delegate
- A review of Council process for submitting New Business provided by the Deputy Mayor or interim Deputy Mayor
- A review on the process for submitting materials for the Council packet provided by the City Clerk
- City of Auburn and associated Facility Tours
- White River Valley Museum New Hire Tour

6.4.4 Progress against training shall be tracked by the Deputy Mayor, or interim Deputy Mayor, and reviewed during 1-on-1 meetings with the individual Council members.

6.5 Participation in Committees, Agencies and Organizations. To better represent the interests of the City of Auburn, Councilmembers are encouraged to participate in assignments to local, regional, state, and national committees, agencies and organizations, and to attend community, regional, and state events. Councilmembers who have confirmed their intent to attend are expected to arrange their appearance in order to avoid unnecessary expenditure of City funds.**Code of Conduct.** Councilmembers shall be subject to the policies in Exhibit 1 of these Rules as they currently exist or are modified in the future. Unless otherwise stated in these Rules, the terms, provisions, and conditions set forth in the Polices are hereby incorporated into these Rules. Any violation of these policies, as determined by the City Council, shall be subject to section 20.1 of these Rules.

SECTION 7 DEBATES

- 7.1 **Speaking to the Motion.** No member of the Council, or the Presiding Officer, shall speak more than twice on the same motion except by consent of the Presiding Officer or a majority of the Councilmembers present at the time the motion is before the Council. The Presiding Officer shall recognize Councilmembers in the order in which they request the floor. The Councilmember who made a motion shall be permitted to speak to it first. The Presiding Officer may also allow discussion of an issue before stating a motion when such discussion would facilitate wording of a motion.
- 7.2 **Interruption.** No member of the Council, or the Presiding Officer, shall interrupt or argue with any other member while such member has the floor, other than the Presiding Officer's duty to preserve order during meetings as provided in Section 5.2.A of these rules.
- 7.3 **Courtesy.** Members of the Council and the Presiding Officer, in the discussion, comments, or debate of any matter or issue, shall address their remarks to the Presiding Officer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or make derogatory remarks or insinuations with respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.
- 7.4 **Challenge to Ruling.** Any member of the Council shall have the right to challenge any action or ruling of the Presiding Officer, in which case the decision of the majority of the members of the Council present shall govern.

SECTION 8 PARLIAMENTARY PROCEDURES AND MOTIONS

- 8.1 Unless specifically provided in these rules, all City Council meeting discussions shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition).
- 8.2 If a motion does not receive a second, it dies. Matters that do not constitute a motion (and for which no second is needed) include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege.
- 8.3 A motion that receives a tie vote fails. The Mayor, as Presiding Official, shall be allowed to vote to break a tie vote, except where prohibited by law.
- 8.4 Motions shall be stated in the affirmative. For example, "I move to approve" as opposed to "I move to reject." Councilmembers shall be clear and concise and not include arguments for the motion within the motion.
- 8.5 After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote. A motion and second is not an indication by a Councilmember that they support the action. The motion and second enables discussion and debate in advance of a formal vote.
- 8.6 If any Councilmember wishes to abstain from a vote on a motion that Councilmember shall so advise the City Council, shall remove and absent themselves from the deliberations and considerations of the motion, and shall have no further participation in the matter. The Councilmember should make this determination before any discussion or participation on the subject matter or as soon thereafter as the Councilmember identifies a need to abstain. A Councilmember may confer with the City Attorney to determine whether the Councilmember is required to abstain.
- 8.7 A motion to table is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table effectively removes the item without a time certain. A motion to table to a time certain will be considered a motion to postpone as identified in Section 8.8. To remove an item from the table requires a two-thirds' majority vote.
- 8.8 A motion to postpone to a certain time is debatable, is amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or at a time certain at a future Regular or Special City Council meeting. To remove an item from postponement in advance of the time certain requires a two-thirds' majority vote.
- 8.9 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.

- 8.10 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds' vote; debate is reopened if the motion fails.
- 8.11 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- 8.12 Motions that cannot be amended include motions to adjourn, lay on the table (table), roll call vote, point of order, reconsideration, and take from the table.
- 8.13 A point of order can be raised by any member of the governing body. A member of the governing body can appeal the Chair's ruling. An appeal must be immediate and must be seconded. The Chair will then explain the ruling. The members of the governing body can debate the matter, each member may speak once. The members of the governing body will then make a decision on the appeal by a majority vote.
- 8.14 Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 8.15 Debate of the motion only occurs after the motion has been moved and seconded.
- 8.16 The presiding officer, City Attorney, or City Clerk should repeat the motion prior to voting.
- 8.17 When a question has been decided, any Councilmember who voted with the prevailing side may move for reconsideration at the same, or the next meeting. In order to afford Councilmembers who voted with the prevailing side the potential basis for a motion for reconsideration, Councilmembers who voted with the prevailing side may inquire of Councilmembers who voted with the minority as to the reasons for their minority vote, if not stated during debate prior to the vote. A motion for reconsideration is debatable if the motion being reconsidered was debatable. If the motion being reconsidered was not debatable, the motion for reconsideration is not debatable.
- 8.18 The City Attorney shall act as the Council's parliamentarian and shall advise the Presiding Officer on all questions of interpretations of these rules which may arise at a Council meeting.
- 8.19 These rules may be amended, or new rules adopted, by a majority vote of the full Council.

SECTION 9 VOTING

- 9.1 **Voice vote.** A generalized verbal indication by the Council as a whole of “aye or yes” or “nay or no” vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a “no” vote except where a Councilmember abstains because of a stated conflict of interest or appearance of fairness issue.
- If there is uncertainty as to the outcome of a voice vote, the Presiding Officer or any Councilmember may ask for a raise of hands for the ayes or nays.
- 9.2 **Roll Call Vote.** A roll call vote may be requested by the Presiding Officer or by any Councilmember. The City Clerk shall conduct the roll call vote.
- 9.3 **Abstentions.** It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. A Councilmember may only abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness.
- 9.4 **Votes by Mayor.** Except where prohibited by law, the Mayor, as Presiding Official, shall be allowed to vote to break a tie vote.

SECTION 10 COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL

- 10.1 Persons or groups specifically scheduled on a Council Meeting Agenda may address the Council in accordance with the speaking times included on the agenda.
- 10.2 Persons or groups that are not specifically scheduled on the agenda may address the council by filling out a speaker sign-in sheet (available at the City Clerk’s desk or at a designated location within the Council Chambers), and (when recognized by the Presiding Officer) stepping up to the podium and giving their name and city of residence for the record.

Unscheduled public comments to the Council are subject to the following rules:

1. Remarks will be limited to 3 minutes. The City Clerk shall use a suitable device to electronically measure speaker time. The Presiding Officer may make discretionary exceptions to speaker time restrictions;
 2. Speakers may not “donate” their speaking time to any other speaker;
 3. Remarks will be addressed to the Council as a whole.
- 10.3 Meeting interruptions. Any speaker or person who interrupts the orderly conduct of a meeting may be barred from further participation in the meeting by the

Presiding Officer, unless permission to continue is granted by a majority of Councilmembers present. Examples of interruptions under this rule include:

1. failing to comply with an allotted speaking time;
2. committing acts of violence or property destruction;
3. directly or indirectly threatening physical violence against anyone attending the meeting;
4. interfering with the meeting or with other speakers through vocal interruptions or disruptive action.

If a meeting interruption occurs, the Presiding Officer shall address the person(s) causing the interruption by citing the interrupting conduct, ordering it to stop, and warning that continuation may result in removal from the meeting.

The Presiding Officer may remove the interrupting person(s) if the conduct persists after the warning. If removal of the person(s) does not restore the meeting to order, the Presiding Officer may clear the room of spectators and continue the meeting or adjourn the meeting and reconvene it at a different location selected by Council majority.⁸

SECTION 11 PUBLIC HEARINGS AND APPEALS

- 11.1 Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings made. The following procedure shall apply:
- A. The Department Director of the department most affected by the subject matter of the hearing, or that Director's designee, will present the City's position and findings. Staff will be available to respond to Council questions.
 - B. The proponent spokesperson shall speak first and be allowed ten (10) minutes. Council may ask questions.
 - C. The opponent spokesperson shall be allowed ten (10) minutes for presentation and Council may ask questions.
 - D. Each side shall then be allowed five (5) minutes for rebuttal, with the proponent spokesperson speaking first, followed by the opponent spokesperson.

⁸ RCW 42.30.050

- E. The City Clerk shall serve as timekeeper during these hearings.
 - F. After each proponent and opponent spokesperson have used their speaking time, Council may ask further questions of the speakers, who shall be entitled to respond but limit their response to the question asked.
- 11.2 Public hearings where a general audience is in attendance to present arguments for or against a public issue:
- A. The Department Director or designee shall present the issue to the Council and respond to questions.
 - B. A person may speak for three (3) minutes. No one may speak for a second time until everyone who wishes to speak has had an opportunity to speak. The Presiding Officer may make exceptions to the time restrictions of persons speaking at a public hearing when warranted, in the discretion of the Presiding Officer.
 - C. The City Clerk shall serve as timekeeper during these hearings.
 - D. After the speaker has used their allotted time, Council may ask questions of the speaker and the speaker may respond but may not engage in further debate.
 - E. The hearing will then be closed to public participation and open for discussion among Councilmembers.
 - F. The Presiding Officer may exercise changes in the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Council.

SECTION 12 DEPUTY MAYOR

- 12.1 Annually or more often as deemed appropriate, the members of the City Council, by majority vote, shall designate one of their members as Deputy Mayor for a one-year time period, except as provided in Section 12.1, Paragraphs G and H. Elections will be held no later than the last Council meeting of the year.
- A. Any member of the City Council who will have served on the Council for one year at the beginning for that Councilmember's terms as Deputy Mayor and has attained their Certificate of Municipal Leadership from AWC, may be nominated for the position of Deputy Mayor by having that Councilmember's name placed in nomination by a Councilmember. The nomination of a councilmember for the position of Deputy Mayor does not require a second, and a councilmember may nominate him or herself.

1. Nominations for the position of Deputy Mayor shall be made by members of the City Council on the dates of election for the Deputy Mayor position.
 2. In connection with the selection of Deputy Mayor, Councilmembers are expected to approach the election in an open, transparent, and respectful manner, avoiding anything that jeopardizes harmony among Councilmembers.
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- B. The Councilmember receiving a majority of the votes cast by the members of the City Council shall be elected Deputy Mayor. A Councilmember may vote for themselves.
 - C. The names of all nominees for the position of Deputy Mayor shall be included in the vote.
 - D. If no single Councilmember received a majority of the votes cast, a second vote/ballot between the two nominees who received the largest number of votes will be held.
 - E. The Deputy Mayor shall serve at the pleasure of the Council.
 - F. In the event of a prolonged absence or unavailability of the Deputy Mayor, the Council shall vote on which Councilmember shall serve as the Interim Deputy Mayor. The Interim Deputy Mayor shall be the Councilmember who receives a majority vote. That Councilmember shall then serve as Interim Deputy Mayor until the return of the regular Deputy Mayor, or until the subsequent Deputy Mayor is designated by majority vote. The Interim Deputy Mayor shall have all the rights, duties, and authority of the Deputy Mayor under these rules
 - G. If the designated Deputy Mayor is unable to serve the full term of the position of Deputy Mayor, the Council shall elect the next Deputy Mayor in accordance with Section 12 to serve the remainder of the term. If the appointment is declined the process shall continue until a Deputy Mayor is designated.
 - H. In the event that the Councilmember selected as Deputy Mayor or Interim Deputy Mayor is unable to perform the duties of the position of Deputy Mayor, or fails to act in accordance with the City Council Rules of Procedure, the City Council may, by a majority vote of the full City Council, remove the Deputy Mayor or Interim Deputy Mayor from this position, in which case, the Council shall elect the next Deputy Mayor or Interim Deputy Mayor in accordance with Section 12 to serve the remainder of the term.

- I. Routine Elections will be held no later than the last Council meeting of the year for determining the Deputy Mayor for the subsequent year.

[See RCW 35A.12.065.]

12.2 The Deputy Mayor or Interim Deputy Mayor, as the head of the legislative branch of the City, shall perform the following duties:

A. Intra-Council Relations:

1. Serve as the Chair of the Council Study Sessions in accordance with Rule 5.1.B;
2. Serve as an ex-officio member of all ad hoc committees of the City Council. If the Deputy Mayor's attendance at an ad hoc committee meeting brings the number of councilmembers attending to four, the meeting shall comply with the Open Public Meetings Act (RCW 42.30), unless expressly exempted;
3. Assist in new councilmember training including facilitation a readthrough of the rules of procedure new Councilmembers, and a Member of the City Attorney's Office, if requested.,;
4. Support cooperative and interactive relationships among Councilmembers;
5. Work with Mayor and Administration to prepare agendas for Council Study Sessions, in accordance with Rules 2.2 and 16.1.B;
6. Preside over the Study Sessions of the City Council, designate Special Focus Area Chairs and Vice-Chairs, designate Special Focus Area assignments, and work with the chairs of the Special Focus Areas on the portions of Study Sessions over which the Special Focus Areas chairs preside in order to reinforce appropriate Special Focus Area topics and to ensure the Councilmember understands how to preside over their portion of the meeting.
7. With support from the City Attorney and/or City Clerk, ensure that Councilmembers are aware of the requirements and limitations related to the Open Public Meetings Act (OPMA) and reinforce adherence to the OPMA and quorum triggers when Councilmembers are operating and communicating in their Ad-Hoc Committee and Special Focus Areas roles. The Deputy Mayor has a responsibility to report violations of the OPMA when they are made aware of a violation.

8.

B. Mayor-Council Relations:

1. Help maintain a positive and cooperative relationship between the Mayor and the City Council;
2. Act as conduit between the Mayor and the City Council on issues or concerns relating to their duties;
3. Preside over Regular Meetings of the City Council in the absence or unavailability of the Mayor;
4. In the event of a prolonged absence or incapacitation that exceeds two weeks (a state of disability that prohibits the function of duties) of the Mayor, the Deputy Mayor shall perform the duties of the Mayor.
 - (a) A prolonged absence that exceeds two weeks is defined as requiring a leave of absence that prohibits the performance of the duties of the office. Vacation leave for periods up to two weeks, illnesses requiring an absence of less than two weeks, out of state or out of country travel lasting not more than two weeks, or other similar short-term absences shall not be considered prolonged absences.
 - (b) In the event of a disaster, emergency, or other similar circumstance, where the Mayor is out-of-town and unable to carry out the duties of the office of Mayor, the Deputy Mayor or Interim Deputy Mayor, in consultation with the Mayor, shall act as Mayor until the return and availability of the Mayor;
5. The Deputy Mayor or Interim Deputy Mayor shall also stand in on behalf of the Mayor in other situations as requested by the Mayor;
6. In the performance of the duties of the Mayor, the Deputy Mayor or Interim Deputy Mayor shall not have authority to appoint, remove, replace, discipline or take other similar action on any Department Director or employee of the City;
7. The Deputy Mayor or Interim Deputy Mayor shall not have veto authority for actions that may be taken by the City Council;
8. The Deputy Mayor or Interim Deputy Mayor shall be aware of City, regional, and intergovernmental policies and activities in order to properly execute the role of Mayor.

- C. Intergovernmental and Community Relations:
1. Act in absence of Mayor as requested and/or as required;
 2. Be aware of all City regional and intergovernmental policies and activities in order to be prepared to step into the role of Mayor if necessary;
 3. Serve as the Chair of the City's Emergency Management Compensation Board.
- D. Other Duties of the Deputy Mayor or Interim Deputy Mayor:
1. In cooperation with the Mayor and Special Focus Area Chairpersons and with assistance from Administration, create and establish agendas for all Study Sessions;
 2. Serve as liaison to the Junior City Council, encouraging, guiding, and counseling the members of the Junior City Council in connection with its duties and assignments;
 3. Facilitate any issue related to the conduct and/or actions of Councilmembers that may be inappropriate or that may be in violation of the Council Rules of Procedure (Section 6.6 or 20.1);
 4. Conduct regular and periodic meetings with individual Councilmembers and the City Attorney or designee if requested by either party, to address Councilmember issues, concerns, legislative processes, Councilmember proposals, Councilmember training, and other similar related items;
 5. Conduct group meetings with Councilmembers, including two on one meetings with Councilmembers on a rotating basis provided that such meetings shall not have more than two Councilmembers at such meetings. All such meetings at which a quorum of the City Council is in attendance shall be in compliance with the Open Public Meetings Act (RCW 42.30), unless expressly exempted.

**SECTION 13
COUNCIL POSITION VACANCY OR ABSENCE**

- 13.1 If an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the remaining members of the Council, a qualified person to fill the vacancy pursuant to State law. The Council may make such appointment at its next Regular

Meeting, or at a Special Meeting called for that purpose. If the Council does not appoint a person within the ninety (90) day period, the County may appoint a qualified person to fill the vacancy as provided by RCW 42.12.070 and Council Rules 13.3 through 13.20.

- 13.2 If there is an extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.
- 13.3 The City Clerk's Office shall prepare and submit a display advertisement to the City's official newspaper, with courtesy copies to all other local media outlets, which announces the vacancy consistent with the requirements necessary to hold public office: that the applicant (a) be a registered voter of the City of Auburn, and (b) have a one (1) year residency in the City of Auburn. This display advertisement shall contain other information, including but not limited to, time to be served in the vacant position, election information, salary information, Councilmember powers and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the City Council deems appropriate.
- 13.4 The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available at City of Auburn offices and on the City's official website. Copies of the display advertisement will be provided to current members of the City of Auburn commissions, committees, boards, task forces and other City-sponsored community groups.
- 13.5 Applications received by the deadline date and time will have personally identifiable information removed, and each Councilmember may submit two interview questions with a designation as to their primary and secondary questions. If two of the questions submitted by differing Councilmembers are similar one of Councilmember's second question will be used.
- 13.6 In the event the City receives more than 10 completed applications, each City Councilmember will submit to the City Clerk an unranked list of the candidates the Councilmember wishes to move forward in the process. Each Councilmember's list should contain no more than 15 anonymized candidates. The City Clerk shall aggregate all Councilmembers lists into one unranked master list of the 10-15 candidates most commonly selected among the individual lists provided. The list shall be arranged in the anonymized order and shall only include the anonymized designation of the candidates. This aggregated list shall be provided to the Council during the executive session prior to the interview meeting. If less than 10 completed applications are received the Council will move forward with the above process with all applicants.

- 13.7 Immediately following the executive session, Council shall meet in public session to select which candidates to invite to participate in an interview at a future City Council meeting. The decision as to which applicants to interview will be based on the information contained in the application forms and Council's evaluation of the qualifications of the candidates. The decision as to which candidates will be interviewed will be at the sole discretion of the City Council.
- 13.8 At the opening of the meeting at which interviews take place, the Mayor shall provide an overview of the format and ground rules for the meeting. The applicant's order of appearance shall be determined at this time by a random lot drawing performed by the City Clerk.
- 13.9 In order to ensure each candidate has a fair and equal opportunity to speak with Council, all candidates will be asked to remain sequestered at City Hall, which includes not using electronic devices, for the duration of all candidate interviews. Candidates will be ushered to and from the City Council Chambers by a member of City staff in order to participate in their interview at the pre-determined time.
- 13.10 Each candidate interview shall be no more than 30 minutes in length. The Council may reduce the 30-minute interview time if the number of applicants exceeds six candidates. Each interview shall follow the following format. (1) The applicant shall present their credentials to the City Council (up to 10 minutes). (2) The City Council shall ask the predetermined set of questions, one question per Councilmember, which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions and will have two (2) minutes to answer each question (up to 14 minutes). (3) An informal question-and-answer period during which Councilmembers may ask and receive answers to miscellaneous or follow-up questions (remainder of time).
- 13.11 Upon completion of the interviews, the Council may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, deliberations, nominations, and votes taken by Council must be in open public sessions. The Council may not determine who to select or reach a consensus on a preferred candidate in Executive Session.
- 13.12 The Mayor asks for nominations from Councilmembers for the purpose of creating a group of candidates to be considered. No second is needed.
- 13.13 Nominations are closed by a motion, second, and majority vote of Council.
- 13.14 Councilmembers may deliberate on matters such as criteria for selection and the nominated group of candidates.
- 13.15 The Mayor polls the Councilmembers to ascertain if they are prepared to vote. Voting must take place in a manner in which the public is notified as to the vote of

each existing Councilmember for which candidate. If there is more than one candidate, a vote must be taken for each candidate to record each Councilmember's vote.

- 13.16 The City Clerk records the votes in the meeting minutes.
- 13.17 The selection of a candidate to fill the vacancy is made by a majority vote of the remaining six members of the Council.
- 13.18 If a majority vote is not received for a candidate, the Council may postpone elections until another date within the 90 day period.
- 13.19 The Mayor declares the nominee receiving the majority vote as the new Councilmember to be sworn in immediately after the effective date of the resignation.
- 13.20 The term of the candidate selected to fill the vacancy will be in effect until a person is elected at the next regular election for municipal officers. If successful at the election, the interim term would then end, and the appointed Councilmember will either complete the 4-year term of the vacated position or begin a new 4-year term, depending on the position number of the vacated position.

SECTION 14 COUNCIL MEETING STAFFING

- 14.1 Department Directors or designees shall attend all meetings of the Council unless excused by the Mayor.
- 14.2 The City Attorney, or designee, shall attend all meetings of the Council unless excused by the Mayor, and shall upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.

SECTION 15 COUNCIL RELATIONS WITH STAFF

- 15.1 There will be mutual courtesy and respect from both City staff and Councilmembers toward each other and of their respective roles and responsibilities.
- 15.2 City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies under the direction of the Mayor.

- 15.3 It is the intent of Council that all pertinent information asked for by individual Councilmembers shall be made available to the full Council.
- 15.4 Individual Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications, or the granting of City licenses or permits. Councilmembers may, at the request of the Mayor, participate in discussions and decisions related to these matters.
- 15.5 Other than through legislative action taken by the Council as a whole, individual Councilmembers shall not interfere with the operating rules and practices of any City department.
- 15.6 No individual Councilmember shall direct the Mayor to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council. This provision, however, does not prohibit individual Councilmembers from discussing issues with the Mayor or making individual requests or suggestions to the Mayor. The Mayor shall endeavor to advise and update the Councilmember(s) on the status or follow-up of such issues.
- 15.7 All Councilmember requests for information, agenda bills and staff analysis, other than requests for legal advice from the City Attorney's Office, shall be directed through the Mayor in order to assign the task to the proper staff. The Deputy Mayor or Interim Deputy Mayor may work with the Mayor's designated staff to prepare Study Session agendas and related materials, and facilitate Study Session work.
- 15.8 Any written communication with staff shall also include the Mayor as a recipient.

**SECTION 16
COUNCIL STUDY SESSIONS, COMMITTEES
AND CITIZEN ADVISORY BOARDS**

- 16.1 **Study Sessions and Special Focus Areas.** In addition to the regularly scheduled City Council meetings (Regular Council Meetings) scheduled on the first and third Mondays of the month. Different than the format for Regular Council Meetings (identified in Section 3 hereof), Study Sessions shall be less formal than Regular Council Meetings and shall give the City Council the opportunity to discuss and debate issues coming before it for action at Regular Council meetings. The format for these meetings shall be as follows:

- A. Special Focus Areas and General Business Focus Areas.

Study Sessions shall consist of (1) a Special Focus Area in each meeting and (2) a General Business Focus Area in each meeting. The Special Focus Area groups shall review matters of Council concern related to their areas of oversight responsibility. The Special Focus Area groups shall consist of

the following: (1) Public Works & Community Development; (2) Municipal Services; (3) Community Wellness; and (4) Finance& Internal Services.

The General Business area shall be scheduled second and shall include agenda items that relate to issues of general City concern, items that will be coming before the City Council at upcoming meetings, and presentations and reports to the City Council. The General Business area on the agenda shall follow the Special Focus area portion on the Study Session agenda.

The Special Focus Area groups shall be on a rotating basis described below. The Special Focus Area groups shall be tasked with oversight of Council considerations as follows:

1. Community Wellness
 - Health, Equity, & Wellness
 - Neighborhood Services
 - Homelessness Prevention
 - Social Services
 - Diversity, Equity, & Inclusion
 - Cultural Arts & Community Events
 - Housing Policy
2. Finance & Internal Services
 - Facilities
 - Technology
 - Property management
 - Risk management & Insurance
 - Fiscal Sustainability
3. Public Works & Community Development
 - Utilities
 - Transportation
 - Environmental Policy
 - Land Use & Development
 - Right of Way Management
 - Airport
 - Park Development
 - Economic Development
4. Municipal Services
 - Public Safety
 - Courts
 - Recreation, Museum & Senior Services
 - Animal Control
 - Emergency Planning
 - Cemetery
 - Communications

B. Scheduling of Special Focus Area.

1. The Special Focus Areas shall conduct their portion of the Study Sessions on second and fourth Mondays of the month on a rotating basis such as follows: Public Works & Community Development, then Municipal Services, then Community Wellness, then Finance & Internal Services, then Public Works & Community Development, then Municipal Services, and so on.
2. On fifth Mondays of the month, Study Sessions will not typically include any of the above Special Focus Areas but may include special topics and issues of general concern to the City Council, including Council operating arrangements and Council Rules of Procedure. It is provided, however, that in order for the City Council to address the matters coming before the City Council, the Mayor and Deputy Mayor or Interim Deputy Mayor may, as they deem appropriate, insert into any Study Session any matters calling for City Council consideration and discussion, regardless of Special Focus Areas. Such matters will be scheduled to allow sufficient time for preparation of relevant background analysis and information concerning said items and provision to all Councilmembers in advance of the Study Session.
3. Topics for Special Focus Area consideration (for inclusion in the Special Focus Area portion of the Study Session agenda) shall be determined by the Chair of each Special Focus Area along with the Mayor, the Deputy Mayor or Interim Deputy Mayor, the Vice-Chair, and the designated Departments Director(s) for the Special Focus Area. The matters will be scheduled to allow sufficient time for preparation of relevant background analysis and information concerning said items and provision to all Councilmembers in advance of the Study Session. The Department Director(s) shall review agenda topics and suggestions by other Councilmembers of such topics. The Deputy Mayor or Interim Deputy Mayor may review agenda items and topics with each Special Focus Area Chairperson individually when convenient.

C. Meeting Times

Study Sessions shall be scheduled as set forth in Section 2.2, above.

1. Three to four hours maximum timeframe (goal).
2. Agenda items should relate to future policy-making, strategic planning, or key state or federal issues affecting current or future city operations.

3. Agenda items should be substantive only (e.g., traffic impact fee increase proposals, comprehensive plan updates, rather than day-to-day operational issues. Non-substantive items (e.g., accepting a grant, authorizing contract bidding, etc.) should go directly to the Regular City Council Meeting.

D. Study Session Meeting Format.⁹

1. Call to Order.
2. Public Participation
3. Roll Call.
4. Agenda Modifications
5. Announcements, Reports, and Presentations.
6. Special Focus Area (the Chair of the Special Focus Area scheduled for the Study Session shall preside over this portion of the Study Session). The Vice Chair shall preside over this portion of the Study Session in the Chair's absence.
7. Agenda Items for Council Discussion.
8. Adjournment.

16.2 **Ad Hoc Committees.** The Mayor, the Deputy Mayor or interim Deputy Mayor, or a majority of the City Council may establish an Ad Hoc Committee as may be appropriate to consider special matters that require special approach or emphasis. The Deputy Mayor or Interim Deputy Mayor, shall be the ex-officio member of all Ad Hoc Committees. The remaining two members shall be voted on by the full Council.

- A. Ad Hoc Committees may be established and matters referred to them at Study Sessions, without the requirement that such establishment or referral take place at a regular City Council Meeting.
- B. The Mayor and the Deputy Mayor or Interim Deputy Mayor shall each appoint a Councilmember to each Council Ad Hoc Committee. The Deputy Mayor may appoint themselves. The third Councilmember to be appointed to the Ad Hoc

⁹ It is the intention of the City Council that Study Sessions shall be televised on the City's public access channel if reasonably possible.

Committee shall be selected by majority vote of the Council. or Interim Deputy Mayor or Interim Deputy Mayor

- C. Ad Hoc Committees shall consider all matters referred to them and take action by majority consensus only when all Ad Hoc Councilmembers are present. The Chair of such Ad Hoc Committee shall report to the Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation.
- D. Unless otherwise expressly provided for when forming an Ad Hoc Committee, it is the intention of the Council that Ad Hoc Committees function informally and not in any way that takes action in lieu of or on behalf of the full Council. The purpose and function of such Ad Hoc Committees shall be to review matters in advance of their consideration by the full Council, and perhaps record and make recommendations to the full Council. They are not “committees of a governing body” subject to the requirements of the Open Public Meetings Act (Chapter 42.30. RCW). Ad Hoc Committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee.
- E. Councilmembers on Ad Hoc Committees may request a staff liaison, and City Attorney or City Attorney’s designee, be present to assist the Councilmembers with institutional knowledge on the subject matter to be discussed. All requests for staff assistance must be approved by the Mayor prior to allocating resources.

16.3 Intergovernmental Councils, Boards and Committees. The Mayor shall appoint Council representatives to intergovernmental councils, boards, and committees.

- A. Councilmember appointments to intergovernmental councils, boards and committees, including Ad Hoc Committees, shall be periodically reviewed. All Councilmembers shall have the opportunity to serve on such councils, boards, and/or committees as assigned by the Mayor and on a rotating basis at the discretion of the Mayor. Councilmember appointments to intergovernmental councils, boards, and committees by the Mayor shall be done with consideration of a Councilmember’s expertise, background, knowledge, working experience and/or education in that council, board, or committee.
- B. Councilmembers will prioritize appointments to Intragovernmental Councils, Boards, and Committees by seeking and filling positions that provide value to the City and its constituents. Providing value occurs in the following order of priority: (1) bringing money to the City, (2) bringing projects and/or investments into the City, (3) influencing policy or investment outcomes in the City, and (4) protecting City interests.
- C. Advisory Boards, Committees, and Commissions established by ordinance, consisting of residents appointed pursuant to the establishing Ordinance and

serving in the capacity and for the purposes indicated in the Ordinance, shall act as an advisory committee to the Council.

**SECTION 17
COUNCIL REPRESENTATION
AND INTERNAL COMMUNICATION**

- 17.1 If a Councilmember meets with, attends a meeting, or otherwise appears before individuals, another governmental agency, a community organization, or a private entity or organization, including individuals, agencies, or organizations with whom or with which the City has a business relationship, and makes statements directly or through the media, commenting on an issue that does or could affect the City, the Councilmember shall state the majority position of the Council, if known, on that issue. Personal opinions and comments which differ from those of the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position, and the statements are those of the Councilmember as an individual. Additionally, before a Councilmember discusses anything that does or could relate to City liability, the Councilmember should talk to the City Attorney or the City's Risk Manager, so that the Councilmember would have a better understanding of what may be said or how the discussion should go to control or minimize the City's liability risk and exposure.
- 17.2 Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another government agency, or community organization.
- 17.3 Councilmembers shall not knowingly communicate with an opposing party or with an opposing attorney in connection with any pending or threatened litigation in which the City is a party or in connection with any disputed claim involving the City without the prior approval of the City Attorney, unless the Councilmember is individually a party to the litigation or is involved in the disputed claim separate from the Councilmember's role as a City official.
- 17.4 Communication among Councilmembers shall conform to the following parameters:
 - A. Except in connection with Councilmembers meeting, informally, in committees not subject to the Open Public Meetings Act, to assure that communication on agenda items occurs to the greatest extent possible at the public meetings, and to avoid even the perception that email is being used in a way that could constitute a public meeting, successive communications on Council topics that involve a quorum of the Councilmembers shall not occur. Councilmembers shall refrain from emailing Councilmembers about such agenda items. Councilmembers should be prepared to communicate about matters that are on upcoming Council agendas at the public meetings. If Councilmembers wish to share

information with other Councilmembers about matters that are on upcoming agendas, the Councilmembers should forward that information to the Mayor for distribution in the Council meeting packets.

- B. Councilmembers may communicate via email to other Councilmembers, including to a quorum of the full Council about matters within the scope of the Council's authority or related to City business, but not yet scheduled on upcoming Council agendas, to indicate a desire that certain items be included on upcoming meeting agendas; provided that Councilmembers shall never ask for responses from the other Councilmembers in that communication.
- C. Email communication among Councilmembers relating to City operations should also include the Mayor as a recipient/addressee.
- D. Councilmembers may email the Mayor about City business without limitations or restrictions.
- E. The Deputy Mayor or Interim Deputy Mayor from time to time may need to communicate with all Councilmembers on various items such as the annual review of the Rules of Procedure. All such correspondence, usually in the form of email, shall be provided to Council as a whole through the Council Assistant. Any responses from Council shall also be directed to the Council Assistant who shall then provide all Councilmembers with email correspondence regarding questions, comments, suggestions, recommendations, or any similar item.

Council email correspondence and all electronic communications shall utilize the designated city email account or city device with no exceptions and within the parameters of the Open Public Meetings Act and the Public Records Act.

17.6 Council Relations with City Boards and Commissions.

- A. **Council Liaisons.** In addition to where a Councilmember is appointed by the Council or the Mayor to serve as a member of a board, commission, committee, task force, or any other advisory body, the City Council may, on limited occasions or under unusual circumstances, appoint a Councilmember to serve as a non-member Liaison to a board, commission, committee, task force, or any other advisory body. Anytime a Councilmember is appointed as such a Liaison, the position or role of Liaison is subordinate to that of Councilmember, and the Councilmember's responsibility is first and foremost to the City and to the Council. The role and responsibility of the Councilmember-Liaison is to keep the City Council apprised of the activities, positions, and actions of the entity or organization to which the Councilmember has been appointed Liaison, and not to communicate to the board, commission, committee, task force, or other

advisory body a statement as the position of the City Council, except as authorized or directed by the Council. Insofar as a Councilmember-Liaison position does not give all Councilmembers equal access to the activities, functions, and information of or about a board, commission, committee, task force or any other advisory body, appointments to Council Liaison positions should be reserved to those instances where a Report to the Council by the board, commission, committee, task force, or any other advisory body would not be convenient or practical.

- B. **Reports to the Council.** Each board, commission, committee, task force, or any other advisory body of the City shall be requested to present a report to the City Council at a Regular Meeting or a Study Session of the City Council, as scheduled by the Mayor or Deputy Mayor or Interim Deputy Mayor. Such reports shall be scheduled for a Regular Council Meeting or a Council Study Session and shall be delivered by the Chair of the board, commission, committee, task force, or any other advisory body or designee. The reports shall inform the City Council of the activities, functions and information with which the board, commission, committee, task force, or any other advisory body has been involved since the previous report and shall include the opportunity for questions by Councilmembers.

- 17.7 Whenever a member of the City Council attends any meeting of any other entity or organization, he or she should endeavor to be prudent in what he or she says or does at such meeting. Further, the Councilmember should avoid attending such meeting if that attendance would impose an interference with the meeting or the operations of the other entity or organization, or of the operations of the City.

SECTION 18 TRAVEL AUTHORIZATION

- 18.1 **Value of Council Travel.** The Auburn City Council recognizes the need of its members to attend conferences, trainings, and meetings to broaden their knowledge of and familiarity with a diverse collection of City-related issues, including, but not limited to, Public Works, Communications, Transportation, Economic Development, Public Safety, and Energy. These conferences also provide valuable opportunities to network with other elected City officials. Comparing Auburn's specific issues with those of other cities often provides the Council with established policies already in place in other cities that can be adapted to meet the specific needs of the City of Auburn, as well as expediently and efficiently acquainting Auburn City Councilmembers with ideas of how to address Auburn issues and solve Auburn problems.
- 18.2 **Annual Budget Amounts for Council Travel.** To accommodate Council travel, the Auburn City Council shall allocate an identified amount of money each year in the City budget process to each Councilmember for City-related travel costs, including transportation, lodging, meals, and registration costs.

- 18.3 **Adjustment of Council Travel Allocations.** If a Councilmember needs more than the amount of travel related funds allocated for their use, the Councilmember shall (1) see if there are unused funds available from any other Councilmember(s) who are willing to transfer funds from their account to the Councilmember needing additional travel funds. If so, with the consent of the Deputy Mayor or Interim Deputy Mayor and the other transferring Councilmember(s), funds will be transferred to the requesting Councilmember's allotment. The request including approval from the Councilmember willing to transfer funds and the consent of the Deputy Mayor or Acting Deputy Mayor must be sent to the Council Administrative Assistant prior to the funds being expended or (2) shall request a net adjustment to the budget adding additional funds to their allotment, which adjustment shall be approved by a majority of the whole Council.

- 18.4 **Receipts and Travel Documentation.** Each Councilmember shall be responsible for providing to the Mayor or Finance Director, within ten (10) business days of returning from City travel, any and all City travel related receipts and documentation, and a written report regarding the authorized travel the Councilmember attended. All documentation shall also be sent via email to the CouncilAlerts@auburnwa.gov email address. Quarterly reports of the travel costs incurred by each Councilmember shall be provided by the Finance Department.

**SECTION 19
CONFIDENTIALITY**

- 19.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive or Closed Sessions and as provided in RCW 42.23.070, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered by the exempt from disclosure under exemptions set forth in the Revised Code of Washington.

**SECTION 20
ENFORCEMENT OF RULES OF PROCEDURE**

- 20.1 Councilmembers shall conform their conduct to the requirements, standards and expectations set forth in these Rules of Procedure. In addition to and notwithstanding whatever other enforcement mechanisms may exist for legal, ethical or practical obligations on Councilmember performance or conduct, violations of these Rules of Procedure by Councilmembers may be enforced by action of the City Council through sanctions such as votes of censure or letters of reprimand, and such other action as may be permitted by law.

20.2 Commitment The Auburn City Council acknowledges our role as city leaders to champion a community that fosters a Racially Equitable, Diverse, and Inclusive culture

City Council Rules of Procedure:

Adopted: February 2, 2004

Ordinance No. 5802

Amended by Resolution No. 4282, December 17, 2007

Amended by Resolution No. 4429, December 15, 2008

Amended by Resolution No. 4467, April 6, 2009

Amended by Resolution No. 4615, July 6, 2010

Amended by Resolution No. 4686, February 22, 2011

Amended by Resolution No. 4740, August 15, 2011

Amended by Resolution No. 4813, May 21, 2012

Amended by Resolution No. 4909, February 19, 2013

Amended by Resolution No. 5105, November 3, 2014

Amended by Resolution No. 5112, December 1, 2014

Amended by Resolution No. 5115, December 15, 2014

Amended by Resolution No. 5217, May 2, 2016

Amended by Resolution No. 5240, July 5, 2016

Amended by Resolution No. 5283, February 21, 2017

Amended by Resolution No. 5308, August 7, 2017

Amended by Resolution No. 5367, May 7, 2018

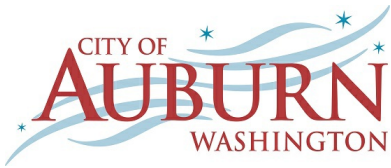
Amended by Resolution No. 5399, December 17, 2018

Amended by Resolution No. 5469, November 4, 2019

Amended by Resolution No. 5543, September 8, 2020

Amended by Resolution No. 5676, September 19, 2022

Amended by Resolution No. 5721, June 5, 2023



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5785 (Whalen)

Date:

October 2, 2024

Department:

Legal

Attachments:

[Resolution No. 5785](#)
[RES 5785 Exh A – Auburn Condo Hangars Association](#)
[RES 5785 Exh B – James Jacobsen](#)
[RES 5785 Exh C – Auburn Hangars Owners Association](#)
[RES 5785 Exh D – Auburn Flyers Condo I](#)
[RES 5785 Exh E – Auburn Flyers Condo II](#)
[RES 5785 Exh F – Auburn Flyers Condo III](#)
[RES 5785 Exh G – Cascade Helicopter Services](#)

Budget Impact:

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

Administrative Recommendation:

City Council to adopt Resolution No. 5785.

Background for Motion:

Authorizing the execution of these land lease amendments demonstrates the City and the Airport's desire to work with our tenants when and where it is reasonable while also being mindful of the Airport's operational budget.

Background Summary:

The Airport's Land Leases are subject to Fair Market Value ("FMV") lease rate adjustments in calendar years ending in a "0" and "5" (example: 2020, 2025, 2030, 2035). Per lease requirements, the City commissioned an appraisal to evaluate the market and determine the FMV lease rate for leased land on the Airport. The June 24, 2024 report, prepared by MAI Certified Appraiser – S. Murray Brackett & Senior Valuation Associate – Tim Lovell of CBRE's Valuation & Advisory Services concluded a FMV lease rate of \$1.35 per square foot of land, per year, roughly a 35% increase over the 2024 lease rate.

When budgeting for operational expenses, Airport management typically factors a 2% year-over-year budget increase. Amending the Lease Agreements to allow implementing the FMV increase over a three-year period (2025 – 2027), adjusting the rate increase by roughly 10% year-over-year during this three-year period vs. implementing the full (35%) increase in 2025 would substantially lessen the financial burden of the affected tenants without causing a harmful impact to the Airport's Operating Budget.

Reviewed by Council Committees:

Councilmember: Tracy Taylor

Staff:

Jason Whalen

Meeting Date: October 7, 2024

Item Number: RES.B

RESOLUTION NO. 5785

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO CERTAIN AUBURN MUNICIPAL AIRPORT LAND LEASES RELATING TO THE IMPLEMENTATION OF THE 2025 FAIR MARKET VALUE LEASE RATE ADJUSTMENT

WHEREAS, the City of Auburn has several land leases located on the Auburn Municipal Airport; and

WHEREAS, each land lease contains a Fair Market Valuation (“FMV”) rent escalation clause; and

WHEREAS, the appraisal establishing the FMV rent for the 2025 term produced a rate that is substantially higher than the current lease rate; and

WHEREAS, the City and those tenants subject to the 2025 FMV escalation desire to phase the rent increase over a three-year period in an effort to mitigate the financial burden on those tenants.

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

Section 1. That the Mayor is authorized to execute those lease amendments subject to the 2025 FMV escalation and attached as Exhibits “A”, “B,” “C,” “D,” “E,” “F,” and “G”.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

EXHIBIT A

**CITY OF AUBURN /
Auburn Condo Hangars Association
(FIFTH AMENDMENT)**

COVER SHEET

**FIFTH AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND AVIATION PROPERTIES, INC.**

THIS AMENDMENT is made and entered into this 23 day of September, 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the "CITY"), and **Auburn Condo Hangars Association** (the "Lessee"), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport ("Airport") executed on the 8th day of June, 2001.

I. RECITALS:

1. The CITY, and Aviation Properties, Inc. ("API") entered into a lease agreement dated June 8, 2001 (the "Original Lease Agreement"), a memorandum of which was recorded with the Auditor of King County, Washington, under Auditor's File No. 20020627002407 on the 27th day of June 2002.
2. Pursuant to Paragraph 12 of the Lease Agreement between API and the CITY, API had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor's File No. 20030415000674.
3. Pursuant to Paragraph 12(b) of the Lease Agreement between API and the CITY, the Lease was automatically assigned to the Auburn Condo Hangars Association ("ACHA") for the assumption of all responsibilities under this Lease Agreement.
4. Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon "fair market rental value" (FMV) of the Premises.
5. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the "Lease Agreement".
6. The 3rd amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule.
7. Due to the size and maintenance responsibilities of the tenant this leasehold has in the past realized a discount rate applied to the FMV.

II. AMENDMENT:

In consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

The following Paragraph 5(e) added as part of the 4th amendment to the Lease Agreement is replaced with the following:

5(c) The 2025 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over three years in the following manner:

- (i)** For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$0.715.
- (ii)** For the 2026 calendar year term a rate of \$0.7865 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii)** For the 2027 calendar year term a rate of \$0.8775 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

[SIGNATURES ON THE FOLLOWING PAGES]

Signed and Dated on this 23rd day of September, 2024

Auburn Condo Hangars Association

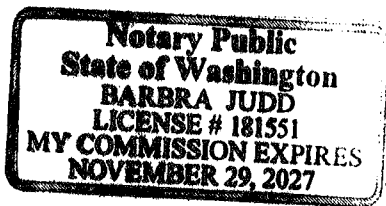
Dino D Vallala Treasurer
Name: Dino D Vallala Title:

STATE OF WASHINGTON)
) ss.
County of Pierce)

The undersigned Notary Public hereby certifies: That on this 23rd day of Sept, 2024, personally appeared before me Dino Vallala (name), Treasurer (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of Auburn Condo Hangars Association

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Barbra Judd
Notary Public in and for the State of Washington,
Residing at Sumner, WA
My commission expires 11/29/2027



Signed and dated on this _____ day of _____, 2024

City of Auburn

Mayor: Nancy Backus

Approved as to form:

City Attorney: Jason Whalen

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 20____, personally appeared before me _____ (name), _____ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of _____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

EXHIBIT B

**CITY OF AUBURN /
JAMES E. JACOBSEN
(THIRD AMENDMENT)**

COVER SHEET

**THIRD AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND JAMES E. JACOBSEN.**

THIS AMENDMENT is made and entered into this 20TH day of SEPTEMBER, 2024, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (the "CITY"), and JAMES E. JACOBSEN (the "Lessee"), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport ("Airport") dated the 3rd day of June, 2002.

I. RECITALS

1. The City of Auburn and James E. Jacobsen entered into a lease agreement dated June 3, 2002 (the "Original Lease Agreement") authorized under resolution 3474.
2. Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon "fair market rental value" (FMV) of the Premises.
3. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the "Lease Agreement".
4. The 1st Amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule.

II. AMENDMENT

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

The following Paragraph 5(e) added as part of the 2nd Amendment to the Lease Agreement is replaced with the following:

- 5(e)** The 2025 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over three years in the following manner:
- (i) For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$1.10.
 - (ii) For the 2026 calendar year term a rate of \$1.21 per square foot will be charged in place of the scheduled CPI adjustment.
 - (iii) For the 2027 calendar year term a rate of 1.35 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

[SIGNATURES ON THE FOLLOWING PAGES]

Signed and dated on this 20th day of September, 2024

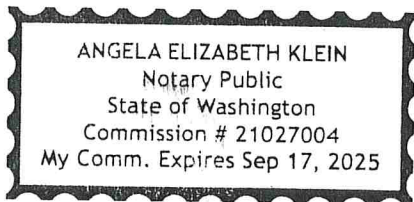
James E. Jacobsen

Name: *J. Jacobsen* Title: *Manager*

STATE OF WASHINGTON)
) ss.
County of *KING*)

The undersigned Notary Public hereby certifies: That on this *20th* day of *SEPTEMBER*, 20*24*, personally appeared before me *JAMES E. JACOBSEN* (name), *MANAGER* (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of *JAMES E. JACOBSEN*

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Angela Elizabeth Klein
Notary Public in and for the State of Washington,
Residing at *PIEKCE CO, WA*
My commission expires *SEPT 17, 2025*

Signed and dated on this _____ day of _____, 2024

City of Auburn

Mayor: Nancy Backus

Approved as to form:

City Attorney: Jason Whalen

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____,
20____, personally appeared before me _____ (name),
_____(title), to me known to be the individual(s) described in
and who executed the within instrument, and acknowledged that he/she signed and sealed the same
as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on
oath stated that he/she was duly authorized to execute said document on behalf of
_____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

EXHIBIT C

**CITY OF AUBURN /
AUBURN HANGARS OWNERS ASSOCIATION
(FOURTH AMENDMENT)**

COVER SHEET

**FOURTH AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND HU, INC.**

THIS AMENDMENT is made and entered into this 27th day of SEPTEMBER, 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the "CITY"), and **Auburn Hangars Owners Association** (the "Lessee"), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport ("Airport") dated the 14th day of September, 2001.

I. RECITALS:

1. The City of Auburn, and HU, Inc., doing business as Hangars Unlimited ("HU") entered into a Lease Agreement dated September 14, 2001 (the "Original Lease Agreement"), a memorandum of which was recorded with the Auditor of King County, Washington, under Auditor's File No 20030512000474 on the 12th day of May, 2003.
2. Pursuant to Paragraph 12 of the Lease Agreement between HU, Inc. and the CITY, HU, Inc. had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor's File No. 20030416002595.
3. Pursuant to Paragraph 12(b) of the Lease Agreement between HU, Inc. and the CITY, the Lease was automatically assigned to the Auburn Hangars Owners Association for the assumption of all responsibilities under this Lease Agreement.
4. Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon "fair market rental value" (FMV) of the Premises.
5. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the "Lease Agreement".
6. The 2nd amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule.

II. AMENDMENT:

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

The following Paragraph 5(e) added as part of the 3rd amendment to the Lease Agreement is replaced with the following:

5(e) The 2025 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over three years in the following manner:

- (i) For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$1.10.
- (ii) For the 2026 calendar year term a rate of \$1.21 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii) For the 2027 calendar year term a rate of \$1.35 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

[SIGNATURES ON THE FOLLOWING PAGES]

Signed and dated on this 20th day of SEPTEMBER, 2024

Auburn Hangars Owners Association

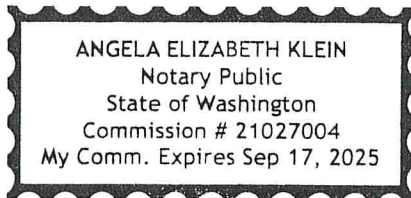
Randall Snodgrass
Name:

PRESIDENT AUBURN HANGARS ASS
Title:

STATE OF WASHINGTON)
) ss.
County of KING)

The undersigned Notary Public hereby certifies: That on this 20th day of SEPTEMBER, 2024, personally appeared before me RANDALL SNODGRASS (name), PRESIDENT (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of AUBURN HANGAR OWNERS ASSOCIATION

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of Washington,
Residing at PIERCE CO. WA
My commission expires SEP. 17th 2025

Signed and dated on this _____ day of _____, 2024

City of Auburn

Mayor: Nancy Backus

Approved as to form:

City Attorney: Jason Whalen

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 20____, personally appeared before me _____ (name), _____ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of _____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

EXHIBIT D

**CITY OF AUBURN /
AUBURN FLYERS CONDO I
(THIRD AMENDMENT)**

COVER SHEET

**THIRD AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND NW HANGARS, LLC.**

THIS AMENDMENT is made and entered into this 30th day of SEPTEMBER, 2024, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (the "CITY"), and Auburn Flyers Condo I (the "Lessee"), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport ("Airport") executed on the 17th day of June, 2002.

I. RECITALS:

1. The City of Auburn ("CITY"), and NW Hangars, LLC. ("Lessee") entered into a Lease Agreement dated June 17, 2002 (the "Original Lease Agreement"), recorded with the Auditor of King County, Washington, under Auditor's File No. 20021212002550 on the 12th day of December, 2002.
2. Pursuant to Paragraph 12 of the Lease Agreement between Lessee and the CITY, Northwest Hangars LLC had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor's File No. 20021212000129.
3. Pursuant to Paragraph 12(b) of the Lease Agreement between NW Hangars LLC and the CITY, the Lease was automatically assigned to the Auburn Flyers Condo I ("AFC I") for the assumption of all responsibilities under this Lease Agreement.
4. Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon "fair market rental value" (FMV) of the Premises.
5. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the "Lease Agreement".
6. The 1st amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule.

II. AMENDMENT:

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

The following Paragraph 5(e) added as part of the 2nd amendment to the Lease Agreement is replaced with the following:

5(e) The 2025 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over three years in the following manner:

- (i) For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$1.10.
- (ii) For the 2026 calendar year term a rate of \$1.21 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii) For the 2027 calendar year term a rate of \$1.35 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

[SIGNATURES ON THE FOLLOWING PAGES]

Signed and dated on this 20th day of SEPTEMBER, 2024

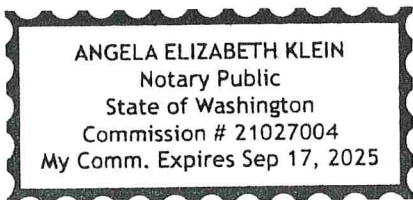
Auburn Flyers Condo I

Will Rouin President
Name: Title:

STATE OF WASHINGTON)
) ss.
County of KING)

The undersigned Notary Public hereby certifies: That on this 20th day of SEPTEMBER 2024, personally appeared before me NICHOLAS RAISSIS (name), PRESIDENT (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of AUBURN FLYERS CONDO I

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of Washington,
Residing at PIERCE CO, WA
My commission expires SEPT 17, 2025

Signed and dated on this _____ day of _____, 2024

City of Auburn

Mayor: Nancy Backus

Approved as to form:

City Attorney: Jason Whalen

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 20____, personally appeared before me _____ (name), _____ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of _____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

EXHIBIT E

**CITY OF AUBURN /
AUBURN FLYERS CONDO II
(THIRD AMENDMENT)**

COVER SHEET

**THIRD AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND NW HANGARS, LLC.**

THIS AMENDMENT is made and entered into this 19th day of SEPTEMBER, 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the “CITY”), and **Auburn Flyers Condo II** (the “Lessee”), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport (“Airport”) dated the 23rd day of January, 2004.

I. RECITALS:

1. The City of Auburn, and NW Hangars, LLC. entered into a Lease Agreement dated January 23, 2004 (the “Original Lease Agreement”), recorded with the Auditor of King County, Washington, under Auditor’s File No. 20040202001780 on the 2nd day of February 2004.
2. Pursuant to Paragraph 12 of the Lease Agreement between Lessee and the CITY, Northwest Hangars LLC had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor’s File No. 20040202002409; and
3. Pursuant to Paragraph 12(b) of the Lease Agreement between Northwest Hangars LLC and the CITY, the Lease was automatically assigned to the Auburn Flyers Condo II (“AFC II”) for the assumption of all responsibilities under this Lease Agreement; and
4. Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon “fair market rental value” (FMV) of the Premises,
5. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the “Lease Agreement”.
6. The 1st amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule;

II. AMENDMENT:

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

The following Paragraph 5(e) added as part of the 2nd amendment to the Lease Agreement is replaced with the following:

- 5(e)** The 2025 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over two years in the following manner:

- (i) For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$1.10.
- (ii) For the 2026 calendar year term a rate of \$1.21 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii) For the 2027 calendar year term a rate of \$1.35 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

[SIGNATURES ON THE FOLLOWING PAGES]

Signed and dated on this 19th day of SEPTEMBER, 2024

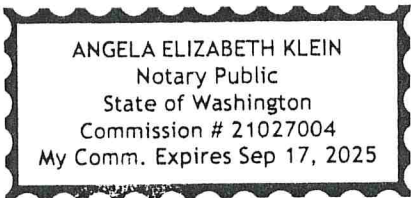
Auburn Flyers Condo II

[Signature]
Name: _____ Title: SEC/Treas

STATE OF WASHINGTON)
) ss.
County of KING)

The undersigned Notary Public hereby certifies: That on this 19th day of September, 2024, personally appeared before me DIXON SMITH (name), SECRETARY (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of AUBURN FLYERS CONDO II

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of Washington,
Residing at PERCE CO., WA
My commission expires SEPT 17th, 2025

EXHIBIT F

**CITY OF AUBURN /
AUBURN FLYERS CONDO III
(THIRD AMENDMENT)**

COVER SHEET

**THIRD AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND NW HANGARS, LLC.**

THIS AMENDMENT is made and entered into this 20th day of SEPTEMBER 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the “CITY”), and **Auburn Flyers Condo III** (the “Lessee”), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport (“Airport”) dated the 14TH day of September, 2005.

I. RECITALS:

1. The City of Auburn, and NW Hangars, LLC. entered into a Lease Agreement dated September 14, 2005 (the “Original Lease Agreement”), recorded with the Auditor of King County, Washington, under Auditor’s File No. 20060724001167 on the 24th day of July, 2006.
2. Pursuant to Paragraph 13 of the Lease Agreement between Lessee and the CITY, Northwest Hangars LLC had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor’s File No. 20060724001166.
3. Pursuant to Paragraph 13(b) of the Lease Agreement between NW Hangars LLC and the CITY, the Lease was automatically assigned to the Auburn Flyers Condo III (“AFC III”) for the assumption of all responsibilities under this Lease Agreement.
4. Sections 6(a) and 6(d) provide for annual periodic rent adjustments including adjustments based upon “fair market rental value” (FMV) of the Premises, and
5. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the “Lease Agreement”.
6. The 1st amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule.

II. AMENDMENT:

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

The following Paragraph 6(e) added as part of the 2nd amendment to the Lease Agreement is replaced with the following:

6(e) The 2025 FMV adjustment as defined in Section 6 of this Lease Agreement as amended will be implemented over two years in the following manner:

- (i) For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$1.10.
- (ii) For the 2026 calendar year term a rate of \$1.21 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii) For the 2027 calendar year term a rate of \$1.35 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

[SIGNATURES ON THE FOLLOWING PAGES]

Signed and dated on this 20th day of SEPTEMBER, 2024

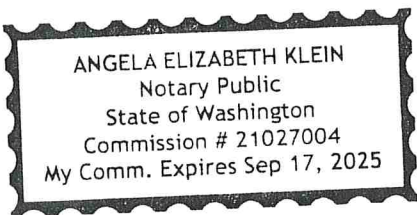
Auburn Flyers Condo III

Jay G Miner _____
Name: Title: President

STATE OF WASHINGTON)
) ss.
County of KING)

The undersigned Notary Public hereby certifies: That on this 20th day of SEPTEMBER, 2024, personally appeared before me JAY G. MINER (name), PRESIDENT (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of AUBURN FLYERS CONDO III

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of Washington,
Residing at PIERCE CO., WA
My commission expires SEPT. 17, 2025

Signed and dated on this _____ day of _____, 2024

City of Auburn

Mayor: Nancy Backus

Approved as to form:

City Attorney: Jason Whalen

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 20____, personally appeared before me _____ (name), _____ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of _____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

EXHIBIT G

**CITY OF AUBURN /
Cascade Helicopter Services
(SEVENTH AMENDMENT)**

COVER SHEET

**SEVENTH AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND SKY SERVICES, INC.**

THIS AMENDMENT is made and entered into this _____ day of _____, 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the “CITY”), and Sparrow Tang, DBA **Cascade Helicopter Services** (the “Lessee”), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport (“Airport”) dated the 27th day of February 1978.

I. RECITALS:

1. The CITY and Sky Services entered into a lease agreement at the Auburn Municipal Airport dated February 27th, 1978 (the “Original Lease Agreement”), authorized through the ratification of Resolution 866.
2. Sky Services was succeeded by Auburn Flight Services who was further succeeded by Cascade Helicopter Services.
3. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the “Lease Agreement”.
4. Paragraph 3 “Rental Rate and Rate Adjustment” of the Second Amendment provided for periodic rent adjustments of the Premises.
5. That portion of Sixth Amendment relating to rental rate and rate adjustments provided for periodic rent adjustments, replacing in its entirety Paragraph 3 “Rental Rate and Rate Adjustment” of the Second Amendment.
6. The Parties wish to integrate a new paragraph (Paragraph 6(e) to the Rental Rate and Rate Adjustment section set forth in the Sixth Amendment.

II. AMENDMENT:

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

The following Paragraph 6(e) is hereby added to the Lease Agreement:

- 6(e)** The 2025 FMV adjustment as defined in Section 6 of this Lease Agreement as amended will be implemented over three years in the following manner:
 - (i)** For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$0.715.

- (ii) For the 2026 calendar year term a rate of \$0.7865 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii) For the 2027 calendar year term a rate of \$0.8775 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

[SIGNATURES ON THE FOLLOWING PAGES]

Signed and dated on this _____ day of _____, 2024

Sparrow Tang DBA Cascade Helicopter Services

Name:

Title:

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 20____, personally appeared before me _____ (name), _____ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of _____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

Signed and dated on this _____ day of _____, 2024

City of Auburn

Mayor: Nancy Backus

Approved as to form:

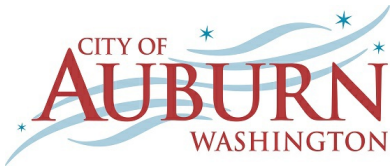
City Attorney: Jason Whalen

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 20____, personally appeared before me _____ (name), _____ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of _____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5786 (Whalen)

Date:

October 2, 2024

Department:

Legal

Attachments:

[Resolution No. 5786](#)

[Exhibit A](#)

[Exhibit B](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5786.

Background for Motion:

The execution of these two agreements benefits all parties involved and secures long-term tenancy and revenue for the Airport.

Background Summary:

In January of 2023 SpanaFlight entered into a lease with the City for the East Room of the Airport Administration Building. The initial term of the SpanaFlight lease expired on 12/31/2024, however, SpanaFlight had the option to exercise a three-year extension ("option term") by providing the City with timely notice. SpanaFlight provided no such notice and instead confirmed that they did not wish to exercise the option term. SpanaFlight further notified the City that should another tenant have interest in the East Room they would be willing and prefer to execute an early termination agreement.

In May of 2023 Rainier Flight Services entered into a month-to-month lease with the City for three small offices located in the Airport Administration Building. In the Summer of 2024, Rainier expressed to Airport Management their desire to not only increase the amount of office space they had, but also solidify a long-term, rather than a month-to-month lease. The possibility of the East Room becoming available was discussed along with terms that the Airport would find acceptable. The new, long-term lease with Rainier is reflective of those terms.

Reviewed by Council Committees:

Councilmember: Tracy Taylor

Staff:

Jason Whalen

Meeting Date: October 7, 2024

Item Number:

RES.C

RESOLUTION NO. 5786

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AIRPORT OFFICE SPACE LEASE EARLY TERMINATION WITH SPANAFLIGHT LLC AND EXECUTE A NEW AIRPORT OFFICE SPACE LEASE WITH RAINIER FLIGHT SERVICES, LLC

WHEREAS, both SpanaFlight, LLC (“SpanaFlight”) and Rainier Flight Services, LLC (“Rainier”) have office space leases located within the Airport Administration Building located on the Auburn Municipal Airport (“Airport”); and

WHEREAS, SpanaFlight elected not to exercise an extension option provided for in their lease, therefore triggering a lease expiration date of December 31, 2024; and

WHEREAS, Rainier office lease is on a month-to-month term; and

WHEREAS, Rainier desires to increase the amount of office space they lease and secure a longer-term; and

WHEREAS, SpanaFlight desires to terminate their lease ahead of the December 31, 2024 expiration date and Rainier desires to enter into a new long-term office space lease to include the SpanaFlight space and their existing space and is interested in doing so as soon as the SpanaFlight space can be made available.

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

Section 1. The Mayor is authorized to execute the early termination agreement with SpanaFlight attached as **Exhibit A** and execute a new lease with Rainier which shall be in substantial conformity with the lease attached as **Exhibit B**.

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: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF AUBURN AND
SPANAFLIGHT, LLC

“EARLY TERMINATION AGREEMENT”

I. RECITALS:

1. The City of Auburn (“City”) as Landlord and Spanaflight, LLC (“SpanaFlight”) as Tenant (collectively the “Parties”) entered into a lease agreement dated 1/23/2023 (the “Lease”) authorized under Resolution 5696;
2. SpanaFlight elected not to exercise its right to the first Extension Option, instead electing to allow the Lease to expire on 12/31/2024 and further expressing interest in an earlier termination date if acceptable to the City;
3. To accommodate the potential interest of others interested in SpanaFlight’s Premises (as defined in the Lease) the City is agreeable to an early termination subject to those certain conditions described below.

NOW, THEREFORE, in consideration of their mutual promises set forth, The City and Spanaflight agree as follows:


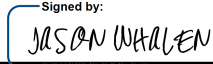
II. AGREEMENT:

The Lease will terminate at 4 pm PST on October 18, 2024 (“Termination Date”) subject to the following conditions:

- 1) All personal property is removed and the Premises is returned to the City in reasonably the same condition as when SpanaFlight took possession, reasonable wear and tear accepted,
- 2) The Premises bathroom is clean (toilet, sink, floor, etc.), the Premises window interiors are clean and the Premises carpeting vacuumed, and
- 3) All tenant’s keys are returned to the City.
- 4) Approval of this Early Termination Agreement by the Auburn City Council.

If Tenant faithfully and timely meets the above conditions then Rent shall be pro-rated based upon the Termination Date. However, the Termination Date will not be delayed, postponed, or rescheduled due to any of the above conditions not being met, rather, the

Parties expressly agree that should any of the above conditions not be met, the City's shall be entitled to take possession, dispose of and retain any monetary value derived from the disposal of any personal property left behind, and retain the full month's Rent as damages. The Parties further agree that this provision shall survive Termination of the Lease.

CITY	SPANAFLIGHT, LLC
	DocuSigned by:  9/27/2024 <small>B7B8D5A63AC4A1...</small>
Nancy Backus, Mayor Date	Doug Miller, Owner Date
Approved as to form: Signed by:  <small>341D553704FE24B9...</small> Jason Whalen, City Attorney	

AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF AUBURN AND RAINIER FLIGHT SERVICES, LLC

THIS LEASE AGREEMENT (the “Lease”), is entered into this _____, 2024 (the “Lease Date”) by the City of Auburn, a Washington municipal corporation (the “Landlord” or “City”) and Rainier Flight Services, LLC, a Washington Limited Liability Company (the “Tenant”) (UBI # 602 989 888).

I. RECITALS

1. The City owns and operates The Auburn Municipal Airport (Airport) which has space available for lease. RCW 14.08.120(1)(d) authorizes the City to lease Airport property; and
2. The City and Rainier Flight Services, LLC entered into a month-to-month lease agreement dated March 30, 2023. Rainier now wishes to expand their office space and enter into a longer-term lease; and
3. The City issued a conditional 30-day notice of termination for the month-to-month lease on September 20, 2024. This long-term lease is authorized through the ratification of resolution 5786 by the Auburn City Council.

NOW, THEREFORE, in consideration of their mutual promises set out in this Lease, Rainier Flight Services, LLC and The City of Auburn agree as follows:

II. AGREEMENT

ARTICLE 1: PREMISES LEASED

1.1) For and in consideration of the rent and performance by Tenant of the terms and conditions and the mutual covenants in this Lease, Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the “East Room” and Offices 1, 2, and 3, collectively depicted in **Exhibit A**, which space is located within the Auburn Airport Administration building (“Administration Building”) located at 2143 E Street NE, Suite 1 & 2, Auburn, WA 98002 on the Airport (collectively the “Premises”). The Premises is located in the City of Auburn, King County Washington, at the Auburn Municipal Airport (the “Airport”).

1.2) Tenant acknowledges and agrees that it is relying solely on its inspection and investigation of the Premises, and accepts the property “AS-IS, WHERE IS” in its present condition with no warranties of any kind, expressed or implied, either oral or written, made by Landlord or any employee, agent or representative of Landlord with respect to the physical condition of the Premises. Tenant shall have determined to its satisfaction upon its execution hereof that the Premises can be used for the purposes it intends and which are described in Article 4 below and

permitted under this lease. Tenant acknowledges and agrees that neither Landlord nor Landlord's employees, agents, representatives or otherwise have made, and does not make any representations or warranties of any kind or character whatsoever, whether expressed or implied, with respect to the habitability, leaseability or suitability for commercial purposes, merchantability, or fitness for a particular purpose of the Premises. The presence or absence of any hazardous substances, wastes or materials as defined by State, Federal or Local Law, all of which warranties Landlord hereby expressly disclaims. Landlord does represent that, to the best of the Landlord's knowledge, without duty of inquiry, there are no hazardous wastes or materials on, in or under the Premises.

1.3) Common Areas - Certain areas totaling 707 square feet located within the Administration Building are defined as "Common Areas" and are depicted in **Exhibit A**, these areas include: the front lobby (190 sqft), corridors (242 sqft), public restrooms (146 sqft), utility closet (41 sqft), kitchen area (77 sqft) and coat closet (11 sqft). Charges for Common Area usage and maintenance will be assessed in accordance with Section 3.1 below. Maintenance items included for the common areas shall include but not be limited to: Maintenance of common areas including paint, carpet, wall repair, ceilings, light fixtures, bulb replacement, bathroom supplies and toiletries, kitchen area maintenance and janitorial services of the common areas.

1.4) Classroom – Granted as part of this Lease and included as part of Tenant's Base Rent, Tenant shall be granted use of the "Classroom" depicted on **Exhibit A** up to 20 hours per week. Use of the Classroom must be scheduled in advance with Airport staff. Landlord and Tenant shall cooperate to determine availability and scheduling of Tenant's classroom use. Tenant will have the ability to purchase additional Classroom use at a rate of \$50.00 per hour, which Tenant must purchase in advance through Airport staff in one (1) hour increments.

ARTICLE 2: TERM

2.1) Initial Term. The initial term of this Lease shall commence on _____, **202__** (the "**Commencement Date**"), and expire at midnight on **December 31, 2029**, unless sooner terminated pursuant to any provision of this Lease (the "Term"). If Landlord cannot for any reason deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be liable and this lease shall remain valid. In such event the Lease Term shall commence on the date possession is actually tendered to Tenant, but the Expiration Date shall not be adjusted.

2.2) Extension Options. Provided that Tenant faithfully performs all of the terms and conditions of this Lease, City grants to Tenant the option to extend the currently effective Lease term for five (5) years, two (2) consecutive times ("Extension Options"). Each of the Extension Options must commence immediately following the conclusion of the prior term without interruption or a delay in the next five-year term. Each Extension Option shall be exercisable only by written notice ("Exercise Notice"), which Tenant must deliver to the City in accordance with Article 12 below, between August 1 and August 31 of the then final term year. Each Extension Option is personal to the Tenant and may not be assigned or exercised, voluntarily or involuntarily, by or to, any person or entity other than the Tenant. Each Extension Option is only available to and exercisable by Tenant when Tenant actually physically possesses the Premises.

2.3) Termination by Landlord due to vacation and demolition of the Administration Building. Landlord shall have the right in its sole and exclusive option to terminate this Lease for the purposes of vacating the Administration Building for future redevelopment purposes. Landlord shall provide written notice (“Notice of Termination for Redevelopment”) of its election to Tenant no less than six (6) months prior that date which this Lease shall terminate. Landlord will make commercially reasonable efforts to relocate the Tenant on the Airport, but with the exception of any survivability clauses otherwise specified in this Lease, Landlord nor Tenant will have any further rights or obligations under this Lease beyond the date specified in the Notice of Termination for Redevelopment.

2.4) Default; Rights Personal. Notwithstanding anything in the foregoing to the contrary, at City’s option, and in addition to all of City’s remedies under this Lease, at law or in equity, the applicable Extension Option shall not be deemed properly exercised if, as of the date Tenant delivers the applicable Exercise Notice Subtenant has previously been in default under the Lease beyond all applicable notice and cure periods.

ARTICLE 3: RENT AND LEASEHOLD TAX

3.1) Effective upon the Commencement Date, the Tenant agrees to pay to the City of Auburn a “Base Rent” of \$2,718.00 per month. The Base Rent is inclusive of all common area maintenance and usage fees, and security fees. In addition to the Base Rent, Tenant agrees pay a statutory leasehold excise tax of 12.84% of the monthly Base Rent imposed by RCW 82.29A. The Base Rent plus leasehold tax (together “Rent”) at the time of commencement is **\$3,066.99 per month**. Tenant shall pay Rent in full at the office of the Airport Manager or at such other office as may be directed in writing by the City, on the 1st calendar day of each month. Rent shall be paid without notice, demand, offset, abatement or deduction of any kind. If this Lease commences on a date other than the first (1st) day of the month, then the Rent will be pro-rated on a 30-day per diem basis and paid in full through the end of the current month upon commencement of the Lease.

3.2) Rent adjustments. Tenant’s Base Rent during the Initial Term is subject to adjustments with the first adjustment being January 1, 2026 and annually thereafter (“Annual Adjustments”). Annual Adjustments will be based on the Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), measured from August of previous year to August of the then current year. Rent for an Extension beyond the Initial Term shall be established in accordance with Paragraph 3.4 of this Lease.

3.3) Late Fees - Tenant acknowledges that late payments of Rent or any other sums due hereunder will cause the Landlord to incur costs not otherwise contemplated by this Lease. If Landlord fails to receive Tenant’s Rent payment or any other sum owed in full by 5pm PST on the tenth (10) calendar day of the month when due, Tenant shall pay late fees of **Fifty Dollars and No/100 Dollars (\$50.00)** per day (“Late Fee”) beginning on the 11th calendar day of the month and for every calendar day thereafter until the Rent has been received in full by the Landlord. All Late Fees owing will be billed the following month. The parties agree that such late fees represent a fair and reasonable estimate of the costs the Landlord will incur by reason of late payment by

Tenant. Acceptance of such late fee by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder.

3.4) Extension Option Rent. The Rent payable by Tenant during the applicable Extension Option (the "Option Rent") shall be determined by the parties. If the parties cannot agree upon the Base Rent amounts prior to November 1 of the then current final term year, the option shall terminate and this Lease shall terminate on the Expiration Date. In no event shall the Option Rent be less than the current annual rent.

ARTICLE 4: PERMISSIBLE USES

Tenant shall use the Premises for commercial aeronautical uses as a Fixed Base Operator (FBO) only. All FBOs are subject to the Airport Rules and Regulations and Minimum Operating Standards (found at <https://auburnmunicipalairport.com/documents-and-forms>) and Chapter 12.56 of the Auburn City Code. FBO services may include some or all of the following:

- Aircraft Leasing or Rental Services
- Flight Training Services
- Aircraft sales

Additional services may be permitted at the discretion of the Landlord and may be subject to additional requirements. Tenant agrees to remain compliant with the most current version of the Auburn City Code, Airport Rules and Regulations and Minimum Operating Standards as they may be updated and amended during the term of this Lease.

ARTICLE 5: TENANT IMPROVEMENTS

Tenant is granted the right to construct improvements ("Tenant Improvements") to the interior of the East Room. All Tenant Improvements shall be subject to and in conformity with those provisions outlined in **Exhibit B**. Landlord shall have the right to approve the final plans for the Tenant Improvements, which approval shall not be unreasonably withheld, conditioned or delayed (approvals will be issued upon demonstration that proposed Tenant Improvements meets all applicable requirements of city adopted codes and standards). Upon Commencement of Construction (defined as the date upon which the Tenant has obtained all necessary permits and approvals for and has begun altering the East Room in connection with construction activities) of the Tenant Improvements, the Tenant Improvements shall be deemed to include and be part of the Premises for all purposes hereunder and upon the expiration or termination of this Lease all Tenant Improvements shall be owned by Landlord. Both parties acknowledge that Tenant's development of the Tenant Improvements is considered a "Public Work" as defined by WAC 296-127-010(7a)(ii) and therefore subject to certain bidding and prevailing wages. Tenant

warrants that it will investigate all circumstances and requirements pertaining to the construction of the Tenant Improvements as a Public Work. Tenant agrees that any construction of the Tenant Improvements would be at its own cost and expense, and that Tenant is not an agent or construction agent of the City for purposes of its development of the Tenant Improvements. Abandonment of construction for a period of 6 consecutive months or more once construction of said Tenant Improvement has begun shall constitute a breach of this Lease and the City shall have all the rights afforded to it under Section 14 below, including but not limited to terminating this Lease.

ARTICLE 6: MAINTENANCE

6.1) Landlord's Responsibilities - Landlord shall be responsible for repair and maintenance of:

a) the Administration Building exterior, including its exterior walls, roof, gutters, downspouts, foundation, HVAC system, exterior doors, floors (excluding floor coverings, e.g. carpeting, VCT tiles, etc.) and windows;

b) the Administration Building's surrounding sidewalks, landscaping, parking lot, and Common Areas.

Maintenance and repair shall be at Landlord's sole cost and expense. Provided, however, that Landlord shall not be required to repair damage which results from the negligence of the Tenant or Tenant's agents, servants, or employees. If Landlord refuses or neglects to commence or complete repairs, either promptly or adequately, Tenant may (but shall not be required to) undertake or complete repairs at Landlord's expense.

6.2) Tenant's Responsibilities - Tenant shall be responsible for repair, maintenance and janitorial services to their Premises, including:

a.) interior walls, doors, floor covering, and ceiling throughout the entire Premises;

b.) any bath and non-bath fixtures (e.g. toilet, sink, light fixtures, etc.) throughout the entire Premises;

c.) wiring from the power meter in throughout the East Room;

d.) interior plumbing of the East Room.

All repairs and maintenance shall be at the sole cost and expense of the Tenant, provided, however, that Tenant shall not be required to repair damage which results from acts of negligence by the Landlord, his agents, servants or employees, or when such damage is caused by any peril included within the Landlord's property insurance coverage. If Tenant refuses or neglects to commence or complete repairs within thirty days of written notice by the Landlord, Landlord may, but shall not be required to commence or complete the repairs and Tenant shall pay the costs of such repairs plus an additional 10% for administrative and management proposes to Landlord upon demand.

Tenant will keep their Premises free of undo waste and debris and in a clean and sanitary condition at all times.

6.3) Natural Disaster or Act of God – In the event that the Premises is damaged due to a natural disaster or act of God, if the cost of repairing or reconstructing the Premises to the condition and form immediately prior to such damage or destruction does not exceed thirty-three percent (33%) of the then new replacement cost thereof, then Landlord shall effect such repair, restoration, and reconstruction of the Premises so damaged or destroyed to substantially their condition prior to said damage or destruction in a timely manner. All such work shall be carried out in accordance with plans and specifications prepared by a licensed architect or engineer if such an architect or engineer is reasonably required given the scope and nature of the work. Unless the Premises can not be occupied, which determination shall be made by the Landlord, Rent or any other monies due by Tenant be abated during such period of reconstruction and/or restoration. In the event, damage to the Premises makes the Premises temporarily uninhabitable, then Rent shall be abated on a per-diem basis for that time which the Premises is uninhabitable.

6.4) If the cost of repairing, restoring or reconstructing the Premises to the condition and form immediately before such damage or destruction exceeds thirty-three percent (33%) of the then new replacement cost thereof, then Landlord, in its sole discretion may elect by written notice to Tenant given within thirty (30) days after the date of the damage to terminate this Lease. If no notice of termination is given then all obligations set forth in this Lease shall continue, including but not limited to Rent obligations in the same manner as described in the last sentence of Section 6.3. In no event shall Landlord be responsible for damage to Tenant’s personal property located on or within the Premises.

6.5) Damage Due to Fire – In the event of damage or destruction due to fire determined not to have been caused by Tenant then Sections 6.3 and 6.4 above shall apply. If however, the cause of the fire, as determined by the local Fire Authority is determined to have been caused by Tenant, one of Tenant’s guests, agents, employees, students or otherwise then the cost of said repair, restoration, reconstruction or replacement of the Premises shall be borne by Tenant. Repairs, reconstruction or replacement of the Premises shall be done in a commercially reasonable manner and with the approval of the Landlord and all obligations under this Lease, including Rent and the requirement to pay Rent even in the event that the Premises is uninhabitable shall remain in full force during such period of repair, restoration, reconstruction or replacement.

ARTICLE 7: ENVIRONMENTAL PROVISIONS

7.1) Tenant covenants to defend, indemnify, and hold Landlord harmless from any imposition or attempted imposition by any person upon Landlord of any obligation or cost (“liability”) of whatever form, including, without limitation, damages; claims; governmental investigations, proceedings or requirements; attorney fees in investigation, at trial or administrative proceeding, or on appeal; witness or consultant costs; or any other liability to the extent that such liability arises from a violation, or from the failure to satisfy a requirement of any environmental or land use law

or regulation, proximately resulting from use of the Premises during the term of this Lease, and without regard to when the liability is asserted.

7.2) Tenant has inspected the Premises and accepts it in its present "As-Is" condition. Tenant shall not cause the premises to be contaminated in any way and in the event of contamination shall immediately report such contamination to Landlord and shall cause any such contamination to be remedied by that method recognized by Washington State Department of Ecology and shall indemnify and hold Landlord harmless from all costs involved in implementing the remedy.

7.3) Any other provision of this Lease to the contrary notwithstanding, Tenant's breach of any covenant contained in this Article 7 shall be an Event of Default empowering Landlord, in addition to exercising any remedy available at law or in equity or otherwise pursuant to this Lease, to terminate this Lease and to evict Tenant from the Premises forthwith, or to terminate Tenant's right to possession only without terminating this Lease.

7.4) Tenant shall notify Landlord within twenty-four (24) hours of any release of a reportable quantity of any hazardous substance (as that term is defined in CERCLA, 42 U.S.C. §9601, et. seq. or RCW 70A.305, the Washington Model Toxics Control Act), or of the receipt by Tenant of any notices, orders or communications of any kind from any governmental entity which relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the Premises or any activity conducted thereon. If Tenant fails to comply with any of the requirements of this article, Landlord may undertake, without cost or expense to Landlord, any actions necessary to protect Landlord's interest including steps to comply with such laws.

ARTICLE 8:
INSURANCE COVERAGE, INDEMNIFICATION / HOLD HARMLESS

8.1) Insurance – In accordance with Chapter 1.3 of the *Auburn Municipal Airport's Rules & Regulations, Minimum Standards & Development Standards*, as may be amended from time to time, a copy of which can be found at auburnmunicipalairport.com/documents-and-forms hereby incorporated by this reference, Tenant shall at all times have in effect the following types of minimum amounts of insurance, only as applicable to the business to be conducted by the Tenant:

- (I) Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Such insurance shall contain contractual liability insurance covering applicable leases, licenses, permits, or agreements.
- (II) Commercial/business automobile liability insurance for all owned, non-owned and hired vehicles assigned to or used in performance of commercial aeronautical activities in the amount of at least \$1,000,000 each accident. If any hazardous material, as defined by any local, state, or federal authority, is the subject, or transported, in the performance of this contract, a policy must be endorsed with the Insurance Services Office form CA9948 or equivalent.

- (III) Special Causes of Loss Property Form covering all improvements and fixtures on the Commercial Airport Operator's premises in an amount no less than the full replacement cost thereof, to the extent of the Commercial Airport Operator's insurable interest in the Premises.
- (IV) If the Tenant or Subtenant has employers, worker's compensation insurance is required by law and employer's liability insurance in the amount of \$1,000,000 per accident, \$1,000,000 disease per person, \$1,000,000 disease policy limit is required by the Agreement.
- (V) If applicable, Aircraft liability insurance in the amount of at least \$1,000,000 per occurrence single limit Bodily Injury and Property Damage Liability including Passengers.
- (VI) If applicable, Hangar keeper's liability insurance in the amount of at least \$1,000,000 per occurrence, or more as values or Landlord require.
- (VII) If applicable, Products-completed operations liability insurance in the amount of at least \$1,000,000 per occurrence.
- (VIII) If applicable, Tenant shall maintain Environmental Impairment Liability coverage for any underground or aboveground fuel storage facility, tank, underground or aboveground piping, ancillary equipment, containment system or structure used, controlled, constructed, or maintained by Tenant in the amount of \$1,000,000 each incident, \$1,000,000 aggregate. The policy shall cover on-site and off-site third-party bodily injury and property damage including expenses for defense, corrective action for storage tank releases and tank clean-up for storage tank releases.

8.2) Notwithstanding the foregoing, Tenant shall not be required to procure insurance inapplicable to its aeronautical business operations, on behalf of the aeronautical business operations of its approved Subtenants as defined in Article 4.1 who have been approved by the Airport Manager subject to Article 9.5.1. Tenant will ensure that any Subtenant maintains all insurance requirements for the duration of the Lease. In addition to the types and amounts of insurance required in Article 8.1 above, Tenant and Subtenant shall at all times maintain such other insurance as the Landlord may reasonably determine to be necessary for Tenant's airport activities.

8.3) All insurance shall be in a form and from an insurance company with Best's financial rating of at least an A- (VII). All policies, whether carried by Tenant or Subtenant, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, directors, commissioners, agents, and employees as "Additional Insured", and the Tenant and/or Subtenant shall furnish certificates of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation or material change of any policy limits or conditions.

8.4) The Tenant's (or Subtenants, as applicable) insurance coverage shall be primary insurance as respects Landlord. Any insurance, self-insurance, or insurance pool coverage maintained by Landlord shall be in excess of the Tenant's insurance and shall not contribute with it.

8.5) Indemnification / Hold Harmless. The Tenant shall defend, indemnify, and hold harmless Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole gross negligence or willful misconduct of Landlord. Solely for the purpose of effectuating Tenant's indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under applicable federal, state, or local Worker Compensation Acts, Disability Benefit Acts, or other employee benefit acts. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts, or other employee benefit acts. The parties acknowledge that the foregoing provisions of this Article have been specifically and mutually negotiated between the parties.

**ARTICLE 9:
ASSIGNMENT AND SUBLETTING**

Neither this Lease nor any interest in this Lease therein may be assigned, mortgaged, transferred or encumbered, nor shall all or any part of the Premises be sublet (each of which, a "Transfer") without Landlord's prior written consent, which shall not be unreasonably withheld. If Tenant is a corporation, partnership, limited liability company, or any other entity, any transfer of a controlling ownership or voting interest in such entity or any transfer or attempted transfer of this Lease by merger, consolidation or liquidation shall be deemed a Transfer requiring Landlord's consent. Transfers include, without limitation, one or more sales or transfers, by operation of law or otherwise, or creation of new stock, by which an aggregate of more than fifty percent (50%) of Tenant's stock, or partnership or membership interests, as applicable, shall be vested in a party or parties who are non-stockholders or non-partners or non-members, as applicable, as of the date hereof (provided that the foregoing shall not apply if Tenant's stock is listed on a recognized national stock exchange or is traded over-the-counter). Any assignee or subtenant shall assume all of Tenant's obligations under this Lease and shall be jointly and severally liable with Tenant. Consent of the Landlord to any Transfer shall not operate as a waiver of the necessity for consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay to Landlord an amount equal to the "Transfer Fee" of the then current City fee schedule. If Landlord consents to any proposed Transfer, Tenant may enter into the same, but only upon the specific terms and conditions set forth in Tenant's Request for Consent; any such Transfer shall be subject to, and in full compliance with, all of the terms and provisions of this Lease; the consent by Landlord to any Transfer shall not relieve Tenant of any obligation under this Lease; Landlord may require the Tenant and the Transferee to execute a Landlord's consent form; and no Transfer shall be binding on Landlord unless Tenant and the Transferee deliver to Landlord a fully-executed counterpart of the document effecting the Transfer. If Landlord consents to a proposed assignment or sublease then Landlord may require Tenant to pay to Landlord a sum equal to fifty percent (50%) of any Rent and other consideration, profit or gain realized by Tenant from such sublease or assignment, in excess of the rent allocable to the transferred space then being paid by Tenant to

Landlord pursuant to the Lease (after deducting the costs of Tenant, if any, in effecting the assignment or sublease, including reasonable alteration costs, commissions and legal fees).

ARTICLE 10:
UTILITIES

10.1) Administration Building East Room - Tenant shall contract with the appropriate provider to transfer the account for the power meter furnishing the East Room into Tenant's name prior to commencement of this lease. Tenant shall have the appropriate service provider bill Tenant directly and Tenant shall be fully responsible for all charges associated with this account. Tenant further agrees to hold Landlord harmless from any charges associated with this account.

10.2) Remaining Portion of the Administration Building – With the exception of the power servicing the East Room, Landlord will hold the utility accounts for the Administration Building in Landlord's name and pay all utility charges associated with those utility accounts. Such accounts include: Power, Water, Sewer, Storm and Garbage. Landlord will invoice Tenant for their percentage share of these utility charges, which currently equals 38%. Tenants shall remit payment for this percentage directly to Airport staff within 14 days of being invoiced. Utility payments due to Landlord in excess of 30 days past delivery of invoice shall be subject to a penalty of 15% or \$15.00, whichever is greater. Utilities payments due to Landlord in excess of 60 days past due shall be deemed breach of contract upon written notice and at the discretion of Landlord.

10.3) Internet & Communication Services – Tenant is responsible at its sole cost and expense for establishing and maintaining its own internet and communication services to furnish its Premises. Tenant agrees to ensure that its internet and communication services do not in any way interfere with Landlord's service or the publicly accessible internet broad band service. If Landlord provides notice to Tenant that Tenant's internet communication service is causing interference with Landlord's service, the public service, or any other Airport transmittal system, Tenant agrees to take corrective action within 24 hours of notification. If Tenant does not take corrective action within 48 hours of notification, Landlord may take corrective action at Tenants full cost and expense, including the cost of bringing in any professional(s) deemed necessary by Landlord, plus an additional 10% of the sum total for administrative purposes. Landlord agrees to provide reasonable access to Tenant or Tenants agents to those areas necessary in housing such internet and communications systems.

10.4) Except to the extent caused by the gross negligence or intentional misconduct of Landlord or its agents, employees or contractors, failure by Landlord to any extent to furnish or cause to be furnished the utilities or services described in this Lease, or any cessation or interruption thereof, resulting from any cause, including without limitation, mechanical breakdown, overhaul or repair of equipment, strikes, riots, acts of God, shortages of labor or material, compliance by Landlord with any voluntary or similar governmental or business guidelines, governmental laws, regulations or restrictions, or any other similar causes, shall not render the Landlord liable in any respect for damages to either person or property, for any economic loss or other consequential damages incurred by Tenant as a result thereof, be construed as an eviction of Tenant, result in an abatement

of rent, or relieve Tenant from its obligation to perform or observe any covenant or agreement contained in this Lease.

ARTICLE 11:
ESTOPPEL

11.1) Estoppel Certificate – At the request of the Tenant in connection with an assignment of its interest in this Lease, Landlord shall execute and deliver a written statement identifying it as the Landlord under this Lease and certifying:

- (I) The documents that then comprise this Lease;
- (II) That this Lease is in full force and effect;
- (III) The then current monthly amount of rent and the date through which it has been paid;
- (IV) The term and any remaining term of this Lease;
- (V) That no amounts are then owed by Tenant to Landlord (or, if amounts are owed, specifying the same);
- (VI) Whether to the Landlord's knowledge there are any defaults by Tenant under this Lease, or any facts which but for the passage of time, the giving of notice, or both, would constitute such a default.

The assignee of Tenant's interest in this Lease shall be entitled to rely conclusively upon such written statement.

ARTICLE 12:
NOTICES

Any notice, consent, approval or other communication given by either party to the other relating to this Lease shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by other approved forms of electronic communication (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier,

notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by electronic communication, notice shall be deemed effective when sent.

The notice addresses of the parties are as follows:

To the City: Real Estate Division
Attn: Josh Arndt / Real Estate Manager
25 West Main St.
Auburn, WA 98001
253.931.3000
Jarndt@auburnwa.gov

With Copies to: Airport Management
Attn: Tim Mensonides / Airport Manager
2143 E Street NE
Auburn, WA 98002
253.333.6821
Tmensonides@auburnwa.gov

To the Tenant: Rainier Flight Services
Attn: Gordon Alvord / Owner
800 W. Perimeter Road,
Renton, WA 98057
425.610.6293
Gordon@rainierflight.com

ARTICLE 13:
INSPECTION, ACCESS AND POSTED NOTICES

Landlord and any of its agents shall at any time upon seventy-two (72) hours advance written notice to Tenant have the right to go upon and inspect the Premises. Provided, however, that in the event the Landlord determines, in its sole and absolute discretion, that an emergency situation exists on or adjacent to the Premises, no advance notice to Tenant is required and Landlord may immediately go upon and inspect the Premises. Landlord shall have the right to serve, or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or by this Lease, any other notice or notices that may at any time be required or permitted by law or by this Lease. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, or other damages arising out of Landlord's entry on the Premises as provided in this Section except for such damage that is caused directly by, or through the gross negligence of, Landlord, their employees, agents, or representatives.

ARTICLE 14:

DEFAULT AND REMEDIES

14.1) Events of Default. Tenant will be in default ("Default") under this Lease if:

(a) any amount of Rent or other sums payable by Tenant to Landlord under this Lease remains unpaid for more than thirty (30) days after the date it is due;

(b) Tenant files a voluntary petition in bankruptcy or makes a general assignment to the benefit of, or a general arrangement with, creditors;

(c) there is an involuntary bankruptcy filed against Tenant that has not been dismissed within sixty (60) days of filing;

(d) Tenant is adjudicated insolvent, or admits, in writing, its inability to pay its obligations in the ordinary course as they come due;

(e) a receiver, trustee, or liquidating officer is appointed for Tenant's business;

(f) if Tenant violates or breaches any of the other covenants, agreements, stipulations, or conditions described in the Agreement;

14.2) Cure of Default. Upon an Event of Default in 14.1, Landlord shall send Tenant written notice of the violation. Upon receipt of such notice, Tenant shall have thirty (30) days to cure the violation. Any violation that continues beyond this 30 day period shall be grounds for Landlord's termination of this Lease. Tenant shall have no ability to cure a 3rd (or subsequent) distinct Event of Default occurring within a 12 month period.

14.3) Termination after Default. Landlord shall not elect to terminate the Lease as a result of any Default described above without first providing Tenant with written notice of Landlord's intent to terminate the Lease ("Termination Notice"); provided that any such termination shall be subject to Landlord compliance with the provisions of Article 14.2. Subject to the preceding sentence and the provisions of Article 14.2, Landlord shall have the rights and remedies provided in this Article 14, in addition to any other right or remedy available by law or equity (all notice and cure periods set forth above are in lieu of and not in addition to any notice required pursuant to applicable unlawful detainer/eviction statutes).

14.4) Upon Termination of this Lease, Landlord may reenter the Premises in the manner then provided by law, and remove or put out Tenant or any other persons or subtenants found therein. No such reentry shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant.

14.5) Upon termination of the Lease as a result of Tenant's Default, the Landlord may elect to relet the Premises or any part thereof upon such terms and conditions, including rent, term and remodeling or renovation, as Landlord in its sole discretion may deem necessary. Landlord shall also have the right to cause any of Tenant's Subtenants, if any should exist, to direct all future sublease rent payments directly to Landlord until such time as Tenants default has been cured. To

the fullest extent permitted by law, the proceeds of any reletting or payments made directly to Landlord by any of Tenant's Subtenants shall be applied: first, to pay Landlord all costs and expenses of such reletting (including without limitation, costs and expenses incurred in retaking or repossessing the Premises, removing persons or property therefrom, securing new Tenants, and, if Landlord maintains and operates the Premises, the costs thereof); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the remainder, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue.

14.6) If Landlord terminates this Lease as provided in this Article, Landlord shall have the right to re-enter the Premises and remove all persons, and to take possession of and remove all equipment and trade fixtures of Tenant in the Premises, in the manner then provided by law. Tenant waives all claims associated with Landlord's exercising this right, and shall hold Landlord harmless therefrom. No such reentry shall be considered a forcible entry. If Landlord elects to terminate the Lease, Landlord may also recover from Tenant:

- (I) Any earned but unpaid rent under this Lease owing to Landlord at the time of termination;
- (II) The amount of rent Landlord would receive under this Lease for a period of up to the Term expiration or 24 months following the date of Termination inclusive of any Security Fees and Leasehold Excise Tax described in Article 3.1 and Adjustments in Article 3.3 above, whichever time period is less. The parties specifically negotiate and agree that this provision is intended as a liquidated damages clause, and not as a penalty.
- (III) Any other amount necessary to compensate the Landlord for any damages caused by the Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom; provided that damages associated with loss of Rent payable hereunder shall be limited to amounts measured in 14.6(II) above; and
- (IV) At Landlord's election, such other amounts in addition to or in lieu of the foregoing that may be permitted from time to time by applicable law; provided that damages associated with loss of rent payable hereunder shall be limited to amounts measured in 14.6(II) above.

14.7) Indemnification. Nothing in this Article 14 shall be deemed to affect Landlord's right to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damage under the indemnification provisions or other provisions of this Lease.

14.8) Time is of the essence for this agreement.

ARTICLE 15:

RETENTION OF AIRSPACE

15.1) Landlord retains the public and private right of flight for the passage of aircraft in the airspace above the surface of the property hereinbefore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or as hereinafter used, for navigation of or flight in said airspace and for use of said airspace for taking off from, landing on or operating at Auburn Municipal Airport.

15.2) Landlord reserves the right to further develop or improve the landing area of the Auburn Municipal Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

15.3) Landlord reserves the right to maintain and keep in repair the landing area of the Auburn Municipal Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

15.4) This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Auburn Municipal Airport and the United States, relative to the development, operation, and maintenance of the Airport.

15.5) Tenant agrees to comply with the notification and review requirements covered in 14 C.F.R. Part 77 in the event any construction is planned for the Premises, or in the event of any planned modification or alteration of any present or future Improvements or structure situated on the Premises.

15.6) Tenant agrees that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises to exceed the established height contours. In the event the aforesaid covenants are breached, Landlord shall give written notice to the Tenant specifying the breach. If Tenant does not take action to correct the breach within ten (10) days of receipt of said notice, the Landlord reserves the right to enter upon the Premises hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15.7) Tenant, by accepting this Lease, agrees that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Auburn Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of Tenant.

15.8) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. §40103(e) and/or 49 U.S.C. §41101(c).

15.9) This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation,

regulation, and taking over of the Auburn Airport by the United States during the time of the war or national emergency.

15.10) Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Auburn Airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Airport or the Federal Aviation Administration, would limit the usefulness of the Auburn Airport or constitute a hazard to aircraft.

15.11) Tenant, as well as Tenant's assignees and subleases, and the agents, employees, and customers thereof, shall have the rights of access to and use of all areas and facilities of the Auburn Airport which are intended for the common use of all Tenants and occupants of the Auburn Airport, including but not limited to the take-off and landing areas, taxi areas, reasonable access thereto from the Premises, and air control facilities.

ARTICLE 16:
FEDERAL AVIATION ADMINISTRATION

16.1) Tenant agrees:

- (I) to prevent any operation on the Premises which would produce electromagnetic radiations of a nature which would cause interference with any existing or future navigational aid or communication aid serving Auburn Municipal Airport, or which would create any interfering or confusing light or in any way restrict visibility at the Airport; and
- (II) to prevent any use of the Premises, which would interfere with landing or taking off of aircraft at Auburn Municipal Airport, or otherwise, constitute an aviation hazard.

16.2) Landlord reserves the right during the term of this Lease or any renewal and/or extension thereof to install air navigational aids including lighting, in, on, over, under, and across the Premises in the exercise of any of the rights in this Lease. Landlord agrees to give Tenant no less than ninety (90) days' written notice of its intention to install such air navigational aids.

ARTICLE 17:
NON-DISCRIMINATION

17.1) Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this lease agreement for a purpose for which a Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed by 49 C.F.R. Part 21 as now enacted or as hereafter amended.

17.2) Tenant for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities, 2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and 3) that the Tenant shall use the Premises in compliance with all other requirements imposed by 49 C.F.R. Part 21 as now enacted or as hereafter amended.

17.3) If the tenant breaches any of the above non-discrimination covenants, Landlord shall have the right to terminate this Lease agreement and to re-enter and repossess said Premises and the facilities thereon, and hold the same as if said lease agreement has never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed, including expiration of appeal rights.

17.4) Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

17.5) Noncompliance with Article 17 above shall constitute a material breach thereof and, in the event of such noncompliance, Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of the Landlord or the United States, either or both said Governments shall have the right to judicially enforce the provisions of said Article 17.4.

17.6) Tenant agrees that it shall insert Articles 17.1 – 17.5 in any lease, license, or sublease agreement by which said Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.

17.7) The Tenant assures that during this tenancy it will undertake an Affirmative Action program as required by 14 C.F.R. §§152.401-425 to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any covered employment activities. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by these regulations. The Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake Affirmative Action programs, and that they will require assurances from their suborganizations, as required by these regulations, to the same effort.

ARTICLE 18:
ATTORNEY'S FEES AND COSTS

If by reason of default on the part of either party to this Lease agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Lease, the prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover a reasonable attorney's fee and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party.

ARTICLE 19:
MISCELLANEOUS

19.1 Signage. Tenant shall have the right at their sole cost and expense to install and maintain two wall-mounted, illuminated or non-illuminated signs on the Administration building, one (1) on the east façade and one (1) above the Tenant's front (north facing) entrance. Tenant shall also have the right at their sole cost and expense to install a sign on the existing monument sign. All signage shall be subject to and in accordance with Chapter 18.56 of the Auburn City Code, and Airport design standards, if any. No sign will be allowed that may be confusing to aircraft pilots or automobile drivers or other traffic. Any additional wall-mounted or free-standing signage desired by Tenant shall be subject to separate cost considerations and approval of the Airport Manager and addressed in a separate addendum to this Lease.

19.2) Security. Landlord shall have no obligation to provide security to the Premises. If reasonably required by Landlord, Tenant shall provide adequate lighting for all-night illumination of the Taxi Lane apron of all buildings on the Premises, including aprons, aircraft tiedown areas, vehicular parking lots, and pedestrian walkways surrounding the Premises. Tenant may, but need not, employ security persons. If at any time during the term of this Lease, additional security requirements are imposed on the Auburn Municipal Airport by the FAA or any other agency having jurisdiction, and such additional security requirements apply to the Premises, Tenant agrees to comply with said security requirements that affect the Premises, at Tenant's sole expense, upon being notified of such requirements in writing by Landlord. If Landlord is fined by FAA for a security violation caused by negligence of Tenant, or any of Tenant's sub-Tenants, Tenant shall immediately reimburse Landlord upon demand.

19.3) No Brokers. Tenant represents and warrants to Landlord that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant.

19.4) Regulatory Compliance. The Tenant agrees, at its sole cost and expense, to conform to, comply with and abide by all lawful rules, codes, ordinances, requirements, orders, directions, laws, regulations and standards of the United States, the State of Washington, and City of Auburn or agency of any of said entities, including rules and regulations of Landlord, including without limitation those relating to environmental matters, and regulations set forth by the Environmental Protection Agency, now in existence or hereafter promulgated, applicable to the Tenant's use and

operation of said Premises, including the construction of any improvements thereon, and not to permit said Premises to be used in violation of any of said rules, codes, laws or regulations. Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this section.

19.5) Liens & Insolvency. Tenant shall keep the Premises free from any liens. In the event Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, then the Landlord may cancel this Lease at Landlord's option.

19.6) Non Waiver. Waiver by Landlord of any term, covenant or condition contained in this Lease or any breach thereof shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, condition contained in this Lease.

19.7) Force Majeure. Except for the payment of Rent or other sums payable by Tenant to Landlord, time periods for Tenant's or Landlord's performance under any provisions of this Lease shall be extended for periods of time during which Tenant's or Landlord's performance is prevented due to circumstances beyond Tenant's or Landlord's control, including without limitation, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife.

19.8) Severability. If any term, covenant, or condition of this Lease (or part thereof) or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease (and/or the remainder of any such term, covenant or condition), or the applicability of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition (or part thereof) of this Lease shall be valid and be enforced to fullest extent permitted by law.

19.9) Choice of Law, Integration, and Interpretation. This Lease and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in King County, Washington. This Lease, together with any subsequent amendments or addendums, constitutes the entire agreement of the parties and no other understandings, oral or otherwise, regarding this Lease shall exist or bind any of the parties. All captions, headings or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease or act as a limitation of the scope of the particular paragraph or sections to which they apply. Construction of this Lease shall not be affected by any determination as to who is the drafter of this Lease, this Lease having been drafted by mutual agreement of the parties.

19.10) Keys. Tenant will be granted two keys each for the exterior entrance door and to the Tenant's Premises. If Tenant desires additional keys Tenant may duplicate the provided keys to Tenant's Premises only and at Tenant's sole expense. Tenant may change the lock to the door providing access into Tenant's Premises at Tenant's sole expense. If Tenant elects to change the lock to Tenant's Premises, Tenant will provide a copy of the new key to Landlord at no charge to Landlord.

19.11) Gate Cards. Tenant shall coordinate with the Airport Manager upon Commencement of the Lease to determine and checkout the appropriate number of gate cards needed for sufficient operations at the Airport. Tenant shall be responsible for the management of the gate cards issued and responsible for the actions of any person that gains access using the cards and shall not make the gate cards available to anyone not affiliated with Tenants operations. Tenant shall promptly report any gate cards that have been lost, stolen or not returned to the Airport Office and must obtain replacement cards per the current fee schedule prices. Upon termination or expiration of the Lease without any extensions thereof, Tenant shall immediately and without notice or demand return the gate cards to the Office of the Airport Manager.

19.12) Gate Codes. Gate codes will be provided for personnel gate access onto the Airport. Gate codes are subject to change as determined and in the sole discretion of the Landlord. Tenant shall be notified prior to changing of the gate codes and it shall be the responsibility of the Tenant to notify their customers and employees of said change. Tenant shall immediately notify the Landlord and the office of the Airport Manager if the codes need to be changed to prevent access from a customer or employee to maintain security.

19.13) Authority. Each party hereto warrants that it has the authority to enter into this Lease and to perform its obligations hereunder and that all necessary corporate action to authorize this transaction has been taken, and the signatories, by executing this Lease, warrant that they have the authority to bind the respective parties.

19.14) Amendment of Lease. This Lease may be altered, changed, or amended, if done in writing and mutually executed by both the Landlord and Tenant.

19.15) Airport Rules and Regulations. Tenant, Tenant's customers, guests, representatives, directors, officers and employees, are subject to and shall at all times abide by the Airport Rules and Regulations as may be amended from time to time. A copy of these rules and regulations are located at auburnmunicipalairport.com/documents-and-forms and are hereby incorporated by this reference.

19.6) Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

**ARTICLE 20:
SIGNATURE**

By signing in the space below, the TENANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD AND AGREES TO THE CONTENTS OF THIS AGREEMENT.

Executed this 1st day of October, 20 24.

RAINIER FLIGHT SERVICES, LLC:

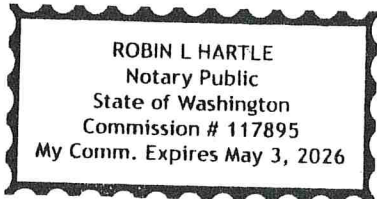



Gordon Alvord, Owner

STATE OF WASHINGTON)
) ss.
County of King)

The undersigned Notary Public hereby certifies: That on this 1st day of October, 20 24, personally appeared before me Robin L. Hartle (name), Notary Public (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of The City of Auburn.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.





Notary Public in and for the State of Washington,
Residing at 20522 Church Lake Dr E Bonney Lake, WA
My commission expires May 3, 2026

Executed this _____ day of _____, 20_____.

CITY OF AUBURN:

Approved as to form:

NANCY BACKUS, Mayor

Jason Whalen, City Attorney

STATE OF WASHINGTON)

) ss.

County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 20____, personally appeared before me _____ NANCY BACKUS (name), MAYOR (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of THE CITY OF AUBURN.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,

Residing at _____

My commission expires _____

Exhibit A Premises

Auburn Airport Administration Building Floor Plan

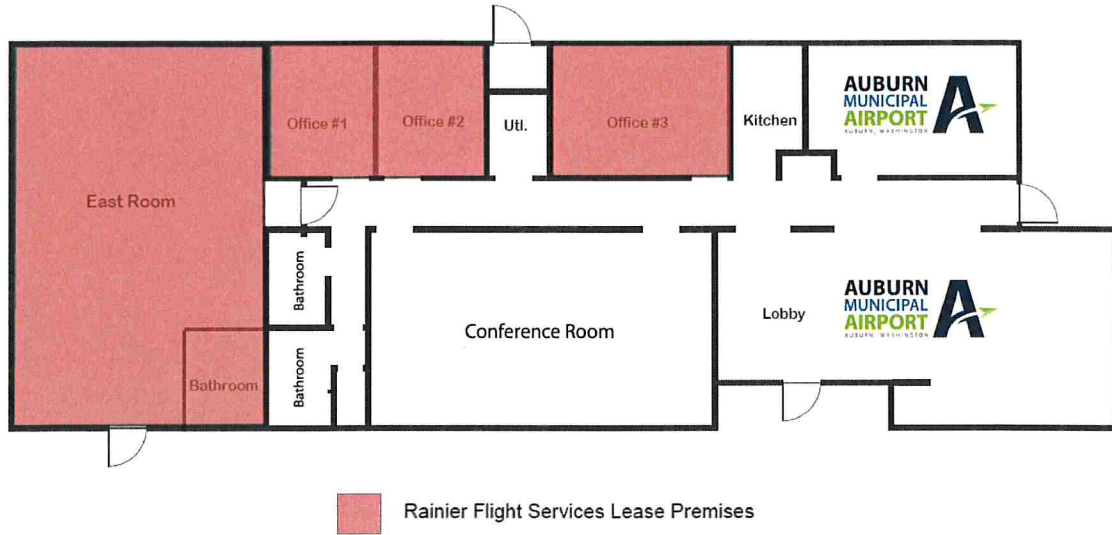


EXHIBIT B
CONSTRUCTION OF IMPROVEMENTS

1. General. Tenant, at its sole cost and expense may construct Tenant Improvements to the interior of the East Room. Tenant shall not commence construction of any Tenant Improvements without first meeting all requirements provided for below, including obtaining all necessary permits, approvals and insurance requirements as provided for in this **Exhibit B**.

2. Airport Manager Approval. The Tenant Improvements shall be subject to Airport Manager's prior approval, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall use its own architect, engineers and other design professionals, all of whom shall comply with any applicable licensing or governmental requirements of the state and/or local jurisdiction in which the Premises are situated and shall be at the Tenant's sole cost and expense. Tenant shall provide to Airport Manager all plans for any desired Improvements in a form suitable for permit application (collectively, the "Working Drawings"). The Working Drawings shall include architectural, structural, plumbing, mechanical, electrical, fire protection, site work and utilities drawings as required. Working Drawings, and all changes thereto, shall be subject to the Airport Manager's reasonable written approval. If the Airport Manager denies its approval, it shall specify the reasons for doing so in reasonable detail, which shall specifically include such modifications necessary to be made in order to obtain such approval.

3. Permits. Tenant shall be solely responsible for obtaining and complying with all permits, approvals or licenses required for the construction and/or construction of Tenant Improvements.

4. Contractor. In the event Tenant intends on using a general contractor for the construction of the Tenant Improvements, Tenant shall contract with an experienced, qualified general contractor ("Contractor") that is reasonably acceptable to Landlord. Tenant or its general contractor shall complete all Tenant Improvements in a good and workmanlike manner.

5. Insurance. Tenant or its general contractor shall obtain and maintain in force, at all times during which construction is in progress on the Premises, the following insurance coverages with an insurance company or companies authorized to do business in the State where the Premises are located:

(a) Workmen's Compensation - Statutory Limits for the State in which the work is to be performed, together with "ALL STATES," "VOLUNTARY COMPENSATION" AND "FOREIGN COMPENSATION" coverage endorsements;

(b) Employer's Liability Insurance with a limit of not less than \$1,000,000.00;

(c) Commercial General Liability - at least \$1,000,000 per occurrence, including Personal Injury, Contractual and Products/Completed Operations Liability naming City and Tenant as additional insured using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsement providing at least as broad coverage. Coverage must be primary and non-contributing and include the following:

- (i) Premises - Operations
- (ii) Elevators and Hoists
- (iii) Independent Contractor
- (iv) Contractual Liability assumed under the construction contract
- (v) Completed Operations - Products
- (vi) Explosion, Underground and Collapse (XUC) Coverage

(d) Automobile Liability - Including Owned, Hired and Non-owned licensed vehicles used in connection with performance of the construction work of at least: \$1,000,000 combined single limit for bodily injury and property damage, \$1,000,000 general aggregate (including umbrella limits). Coverage must include the following:

- (i) Owned vehicles
- (ii) Leased vehicles
- (iii) Hired vehicles
- (iv) Non-owned vehicles

(e) Procure or cause contractor to procure and maintain builders' risk insurance and installation floater insurance to protect against the risk of physical damage until completion and acceptance of the construction work;

(f) Furnish the City with certificates of insurance evidencing such coverage prior to the commencement of the construction work. All insurance shall be carried in companies reasonably acceptable to the City.

(g) The following statement shall appear in each certificate of insurance provided City by Tenant hereunder:

"It is agreed that in the event of any material change in, cancellation or non-renewal of this policy, the Company shall endeavor to give two (2) days prior notice to the City of Auburn, Washington."

(h) During construction of Tenant's Improvements both parties shall give prompt notice to the other of all losses, damages, or injuries to any person or to property of Tenant, City or third parties. City or Tenant shall promptly report to the other all such claims of which that party has notice, whether related to matters insured or uninsured.

(i) The carrying of any of the insurance required hereunder shall not be interpreted as relieving the insuring party of any responsibility to the other party, and the other party does not waive any rights that it may have against the other party and/or its representatives for any expense and damage to persons and property (tangible and intangible) from any cause whatsoever with respect to the insuring party's work;

(j) City and Tenant shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under the terms of this Section.

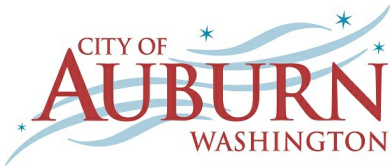
6. No Liens. Unless otherwise allowed for in the Lease, Tenant shall keep the Premises free from any liens arising out of work performed, materials furnished to, or obligations incurred by Tenant. Tenant further covenants and agrees that any mechanic's or materialmen's liens filed against the Premises or against the Tenant Improvements for work claimed to have been done for or materials claimed to have been furnished to Tenant, shall be discharged by Tenant, by bond or otherwise, within thirty (30) days after filing and prior to termination of this Lease, at the sole cost and expense of Tenant. Should Tenant fail to discharge any lien of the nature described in this paragraph, City may, at City's election, pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost thereof shall be immediately due from Tenant as rent under this Lease.

7. Hold Harmless. Tenant shall indemnify, defend, and hold harmless City and the Premises from and against all claims and liabilities arising by virtue of or relating to construction or removal of the Tenant Improvements and any other improvements or repairs made at any time to the Premises, including repairs, restoration and rebuilding, and all other activities of Tenant on or with respect to the Premises. If Tenant is required to defend any action or proceeding pursuant to this section to which action or proceeding City is made a party and City reasonably believes that the interests of Tenant and City conflict or are divergent, then City shall also be entitled to appear, defend, or otherwise take part in the matter involved, at its election, by counsel of its own choosing, and to the extent City is indemnified under this section, Tenant shall bear the cost of City's separate defense, including reasonable attorneys' fees.

8. Progress Reports. From and after the commencement of construction and through the completion of the Tenant Improvements, Tenant shall provide to Landlord monthly progress reports consisting of, at a minimum: (a) the then current construction schedule prepared by the Contractor (including the expected completion date); and (b) notice of any laborer's or materialmen's liens filed against the Premises.

9. As-Built Drawings; Survey. Except as otherwise may be required for construction acceptance, within thirty (30) days following the completion of the Tenant Improvements, Tenant shall deliver to City two (2) copies of complete as-built drawings of the Tenant Improvements (or marked-up construction drawings which may consist of the Plans, annotated with field notes identifying all changes made thereto in the course of construction) showing the location of the Tenant Improvements, all easements and utilities, (including underground utilities).

10. Condition of Tenant Improvements. Tenant assumes full responsibility for the design, construction and condition of the Tenant Improvements, and any improvements constructed on the Premises during the Lease Term, and Tenant hereby fully releases City from any and all liability relating thereto.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5789 (Gaub)

Date:

October 1, 2024

Department:

Public Works

Attachments:

[Resolution No. 5789](#)

[Exhibit A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5789.

Background for Motion:

Resolution No. 5789 adopts the 2024 Comprehensive Safety Action Plan and establishes a vision that there will eventually be zero fatalities and serious injuries on City streets and a goal for a 30% reduction in serious injuries and fatalities by 2040.

Background Summary:

The City's 2024 Comprehensive Safety Action Plan (CSAP) builds upon the City's Local Road Safety Plan to utilize crash data, public input, and other information to identify and analyze factors that could increase the likelihood of serious injury or fatal crashes. The CSAP provides a menu of countermeasure options that could help mitigate or reduce those risks and packages some of those countermeasures into projects or programs. The CSAP will become a part of the City's Comprehensive Transportation Plan and is currently a prerequisite for Safe Streets for All Grants and is anticipated to be a prerequisite for future Puget Sound Regional Council (PSRC) and other grant programs.

Resolution 5789 adopts the 2024 Comprehensive Safety Action Plan and establishes a vision that there will eventually be zero fatalities and serious injuries on City streets and a goal for a 30% reduction in serious injuries and fatalities by 2040.

Reviewed by Council Committees:

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

Meeting Date: October 7, 2024

Item Number: RES.D

RESOLUTION NO. 5789

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ADOPTING THE 2024 COMPREHENSIVE SAFETY ACTION PLAN AND COMMITTING TO VISION ZERO TRANSPORTATION SAFETY GOALS

WHEREAS, the City has developed a Comprehensive Safety Action Plan (CSAP) that uses crash data, community input, and equity considerations to identify and prioritize locations with a history of crashes that led to fatalities or serious injuries and locations with risk factors that indicate a higher probability of crashes that lead to fatalities or serious injuries (KSIs); and

WHEREAS, the CSAP identifies actions intended to reduce the likelihood of serious injury and fatality crashes at the priority locations through a safe systems approach; and

WHEREAS, actions include establishing safety emphasis corridors and a list of countermeasures intended to potentially reduce the likelihood of serious injury and fatal crashes; and

WHEREAS, actions also include identification of projects that address vulnerable roadway users (bicyclists, pedestrians, and motorcyclists), roadways where speed reductions, curve treatments, and/or street lighting could help potentially reduce serious injury and fatal crashes; and

WHEREAS, the City of Auburn is committed to a goal to reduce serious injury and fatal crashes with a vision to eventually have zero roadway serious injuries; and

WHEREAS, the preparation, adoption, and implementation of the CSAP followed by periodic updates to the CSAP will help the City work towards its goal and vision.

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

Section 1. The 2024 Comprehensive Safety Action Plan (CSAP) attached as Exhibit A is hereby adopted.

Section 2. The Mayor or Designee is authorized to prepare and adopt periodic updates to the CSAP.

Section 3. The City of Auburn’s goal is a 30% reduction in fatalities and serious injuries by 2040, with a vision to eventually have zero roadway fatalities and serious Injuries.

Section 4. The Mayor or designee is authorized to adjust the goal as needed to maintain realistic progress towards the vision.

Dated and Signed this _____ day of _____, 2024.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

AUBURN COMPREHENSIVE SAFETY ACTION PLAN

Prepared for:
City of Auburn
Adopted by Resolution 5789

9/16/2024

(2018-2022 WSDOT Crash Data)

FEHR  PEERS

Table of Contents

Executive Summary	7
Auburn Today.....	7
Our Approach.....	8
The Future of Auburn.....	9
Index of Key Terms	10
Chapter 1: Background	1
Safe System Approach	1
Auburn Today.....	2
Demographics.....	3
Build on Prior Safety Investments	6
Plans.....	6
Projects	8
Limitations on Use.....	10
Chapter 2: Engage	11
Online Engagement	11
Safety Specific Survey Questions and Interactive Map.....	11
Comprehensive Transportation Plan.....	11
Citywide Public Request Tool (See-Click-Fix)	12
Transportation Advisory Board and City Council Presentations	12
Chapter 3: Analyze	14
Key Crash Trends.....	14
Safety Priority Index System (SPIS) Analysis.....	16
Factors Influencing Crash Likelihood	18
Crash Likelihood Mapping	19
Chapter 4: Assessment	22
Priority Location Assessment	22
Step 1 Preliminary Priority Location Identification.....	22
Step 2 Preliminary Priority Location Screening.....	27
Source: Fehr & Peers, 2024.....	28
Step 3 Equity and Community Feedback	28

Step 4 Project and Countermeasure Identification	28
Final Priority Project Locations	44
Chapter 5: Identify	46
Proven Safety Countermeasures	46
Safe System Action Plan	46
Implementation Strategies	51
Evaluation Strategies	54

Appendices

- Appendix A: Online Engagement Results
- Appendix B: SPIS Intersection Analysis
- Appendix C: Countermeasure Toolbox

List of Figures

Figure 1: Disadvantaged Communities (ETC Explorer)	5
Figure 2: Completed Capital Projects	9
Figure 3: Online Engagement	13
Figure 4: Crashes by Mode, by Year.....	15
Figure 6: SPIS Intersections	17
Figure 7: Vehicle Crash Likelihood.....	20
Figure 8: Vulnerable Road User Crash Likelihood Factors	21
Figure 9: Road Segments w/3 or More Crash Likelihood Factors Score	23
Figure 10: Top 15 SPIS Intersections.....	26
Figure 11 Safety Emphasis Corridor Focus.....	30
Figure 12: Speed Reduction and Curve Treatment Locations	39
Figure 13: Reconnecting Vulnerable Road User Locations.....	42
Figure 14: Final Priority Project Locations	45

List of Tables

Table 1 Key Crash Trends.....	16
Table 2 Factors Influencing Crash Likelihood.....	18
Table 3: Highest Value SPIS Intersections.....	24
Table 4 Screened Preliminary Priority Project Locations	27
Table 5: Safety Emphasis Corridor: Auburn Way North	31
Table 6: Safety Emphasis Corridor: Auburn Way South	32
Table 7: Safety Emphasis Corridor: Auburn Way South	33
Table 8: Safety Emphasis Corridor: 15th Street NW/NE.....	34
Table 9: Safety Emphasis Corridor: A Street SE	35
Table 10: Safety Emphasis Corridor: Harvey Road/M Street NE.....	36
Table 11: Safety Emphasis Corridor: Lea Hill Road SE	37
Table 12: Speed Reduction and Curve Treatment Locations	38
Table 13: Reconnecting Vulnerable Road User Locations.....	41
Table 14: Citywide Street Lighting Improvements	44
Table 15 Safe System Action Plan Recommended Strategies.....	47

Table 16 Safety Funding Sources.....	52
Table 17: Target Performance Measures.....	54
Table 18: Initial Safety Report Card.....	55
Table 19: SPIS Intersections.....	60

Executive Summary

Auburn Today

It is the City's goal to significantly reduce or eliminate the number of people getting seriously hurt or killed while traveling on Auburn's streets, no matter who they are or how they travel. Auburn's commitment to safety is exemplified by the adoption of a safe system policy in the Comprehensive Transportation Plan to:

“Significantly reduce or eliminate traffic fatalities and serious injuries through a safe systems approach.”

The Safe System approach includes a robust arsenal of potential policies and actions that can be taken by government agencies, as well as other entities, including the private sector, non-governmental organizations, community groups, and individuals. This Comprehensive Safety Action Plan (“CSAP”) serves as the City's blueprint to meaningfully advance this goal through prioritized investments in infrastructure, education, emergency services, enforcement, and culture change.

Who Lives in Auburn?

Auburn is a diverse City. As of 2022 US Census Data, Auburn's population is 44% White, 22% Hispanic, 12% Black, 11% Asian, 3% Islander, and 2% Native. The median age in Auburn is 34.4 years old, with an even split of Auburn's population being 49.4% male and 50.6% female.

What's Happening on our Streets?

Police reports record the circumstances associated with people killed or seriously injured (KSI) while traveling on our roadways. From the most recent five years of available data (2018 to 2022), on average there were 34 KSI crashes with 7 people killed and 32 people seriously injured each year¹.

What are the top crash types?

- Almost 18% of KSIs were related to distracted driving.
- About 15% of KSIs were under the influence of alcohol or drugs.
- About 24% of KSIs involved a fixed object.
- About 19% of KSIs were related to not granting right of way to other vehicles or non-motorists.
- About 19% of KSIs involved a turning movement.

¹ Source: Washington DOT Crash Data, 2018-2022, Average crashes over five years

- Almost 18% of KSIs were related to high speeds.

Where do they occur?

- Nearly 88% of KSI crashes occurred on a Principal or Minor Arterial Roadway.
- Nearly 78% of KSI crashes occurred on a roadway with a speed limit of 35 mph or higher.
- **More than half (59%) of KSI crashes have occurred on just 6% of streets.**

Our Approach

What did we hear?

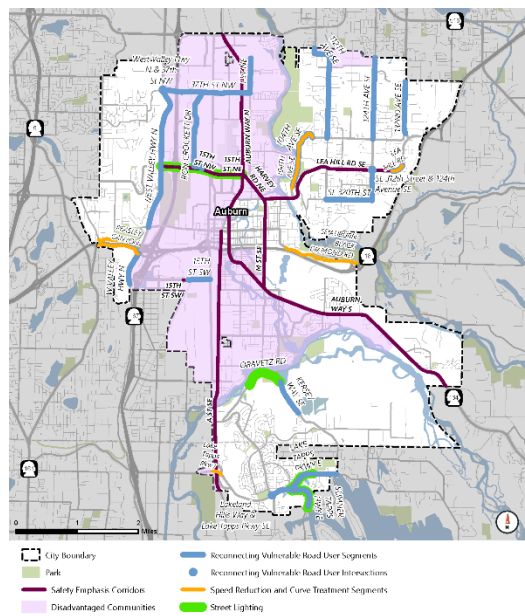
Conversations with City stakeholders and the community provided critical input into the development of this CSAP, the feedback we heard is:

- Challenges faced in Auburn:
 - o Sidewalk gaps
 - o Gaps in bicycling infrastructure
 - o Limited access to transit
- Greatest transportation safety concerns:
 - o Speeding
 - o Distracted driving, walking, or bicycling
 - o Drivers disregarding traffic signals and signs

How were projects prioritized?

To guide future investments, the City developed a prioritization framework that is both responsive to historic crash locations and proactive in identifying areas where crash likelihood may be higher due to the combination of land use and roadway characteristics present. The steps taken for this assessment included:

1. Identification of priority locations selection using Safety Emphasis Corridors, Safety Priority Index System (SPIS) Analysis, and Crash Likelihood Factors
2. Evaluation of each location to determine what, if any, recently completed, underway, or planned City or private development



projects may include safety countermeasures relevant to the identified safety concerns

3. Evaluation of disadvantaged communities and community feedback
4. Project and countermeasure identification

The Future of Auburn

Successful implementation of this Plan will include:

Proven Safety Countermeasures Utilize a list of proven safety countermeasures that can be implemented to make transportation facilities safer by design.

Oversight & Accountability Forming an advisory committee made up of stakeholders to help maintain sustained focus and success in implementing projects and actions identified in the CSAP.

Communication Communicate regularly with stakeholders and community members to build trust and support for the City's safety goals.

Funding Stay up to date on relevant grant opportunities and proactively pursue grant funding for the most competitive projects as match funding is available.

Identify Target Metrics & Measure Performance Set targets to measure safety outcomes and investments, track, and report performance.

Phasing & Sequencing Commit to ongoing, long-term investment from the City, with different areas of focus over different time horizons.

Update the Plan Regularly Update the action plan every other year to assess whether new direction is needed as conditions within the City and region change.

Index of Key Terms

CTP	Comprehensive Transportation Plan
CRF	Crash Reduction Factor
CSAP	Comprehensive Safety Action Plan
DUI	Driving Under the Influence
FHWA	Federal Highway Administration
HSIP	Highway Safety Improvement Program
ITE	Institute of Transportation Engineers
KSI	Killed or Severe Injury crashes
LRSP	Local Roadway Safety Plan
NHTSA	National Highway Traffic Safety Administration
PCF	Primary Crash Factor
PDO	Property Damage Only Crashes
PHB	Pedestrian Hybrid Beacon
RAISE	Rebuilding American Infrastructure with Sustainability and Equity program (USDOT)
RRFB	Rectangular Rapid-Flashing Beacon
SS4A	Safe Streets for All program (USDOT)
TAB	Transportation Advisory Board (Auburn)
USDOT	US Department of Transportation
WSDOT	Washington State Department of Transportation

Chapter 1: Background

It is the City's goal to significantly reduce or eliminate the number of people getting seriously hurt or killed while traveling on Auburn's streets, no matter who they are or how they travel. Auburn's commitment to safety is exemplified by the adoption of a safe system policy in the Comprehensive Transportation Plan. With the Comprehensive Safety Action Plan ("CSAP"), Auburn affirms its goal to:

“Significantly reduce or eliminate traffic fatalities and serious injuries through a safe systems approach.”

This Comprehensive Safety Action Plan ("CSAP") serves as a blueprint for Auburn to achieve the above goal through prioritized investment in infrastructure, education, emergency services, enforcement, and culture change. The Safe System approach includes a robust arsenal of potential policies and actions that can be taken by government agencies, as well as other entities, including the private sector, non-governmental organizations, community groups, and individuals.

Safe System Approach

FHWA, WSDOT, and the City of Auburn share the goal to systematically reduce fatal and serious injury crash potential through the Safe System Approach, which considers safety for all road users in the planning, design, construction, operation, and maintenance of transportation facilities. The Safe System Approach encompasses more than just government actions, and applies the following principals:

- **Eliminate deaths and serious injuries:**

While no crashes are desirable, eliminating crashes that result in fatalities and serious injuries is a priority.

- **Support safe road use:** Road users inevitably make mistakes that lead to crashes, and the transportation system and vehicles can be designed and operated to reduce injury outcomes from those errors. A forgiving system accommodates reasonable and predictable human limitations and behavior (such as diligence, perception, and attention). Roads developed in this manner and that serve as "self-enforcing and self-explaining roads" make it less likely for human errors to occur, and when the errors do occur, they result in fewer fatal and serious injury crashes.



Source: FHWA.

- **Reduce large crash forces:** Road users have limits for tolerating crash forces before death or serious injury occurs. Therefore, it is important within the Safe System Approach to adopt designs and operational elements that account for and reduce crash speeds and improve impact angles to be within survivable limits.
- **Responsibility is shared:** Eliminating fatal and serious injury crashes requires that all stakeholders (transportation system designers, managers, road users, vehicle manufacturers, policymakers, etc.) work together. The intention is to identify and address the elements of road safety over which a given stakeholder has influence.
- **Strengthen all parts:** All parts of the transportation system are strengthened to reinforce each other so that if one part fails, the other parts still protect road users. In this way, redundancy is provided for the elements that make up the Safe System.
- **Safety is proactive:** Proactive (systemic safety) approaches address context, contributing factors, and crash types to help reduce the potential or likelihood for fatal and serious injury crashes.

Auburn Today

As of 2024, Auburn is home to 88,950 people. It is primarily located in southern King County, although a portion of the City extends into northern Pierce County. Auburn is connected to the region by three state routes (SR 167, SR 18 and SR 164) and Auburn Station, located in Downtown Auburn, which provides local and regional transit service including connections to Seattle and Tacoma.

Auburn is considered a suburb of Seattle and Tacoma and is the 14th most populous community in Washington.² Auburn has a walkable downtown that has historically served

² https://en.wikipedia.org/wiki/Auburn,_Washington

several unique, primarily single-family neighborhoods. In recent years, mixed use development projects have added several multi-family residential and commercial buildings to downtown. Unique aspects of the City include the Green and White Rivers, which provide aesthetic and recreational amenities; the industrial West Valley that provides employment opportunities; and the Muckleshoot Indian Reservation, which is located south and southeast of Downtown, including the Muckleshoot Casino Resort and White River Amphitheater. Auburn residents are served by 28 public, private, and charter schools. Auburn is also home to Green River College.

Demographics

Auburn is a diverse City. As of 2022 US Census Data, Auburn's population is 44% White, 22% Hispanic, 12% Black, 11% Asian, 3% Islander, and 2% Native. The median age in Auburn is 34.4 years old, with an even split of Auburn's population being 49.4% male and 50.6% female.

Equity considerations are an important component of analyzing and improving roadway safety through the Safe System Approach. Low-income communities and communities of color have experienced disinvestment and neglect in transportation throughout the history of the country and are disproportionately impacted by transportation safety issues. The CSAP seeks to begin redressing these systemic inequities.

In addition, the USDOT Equitable Transportation Community Explorer Tool³ utilizes 2020 census data to explore the burden communities experience because of underinvestment in transportation. It measures the burden these communities experience in the following ways:

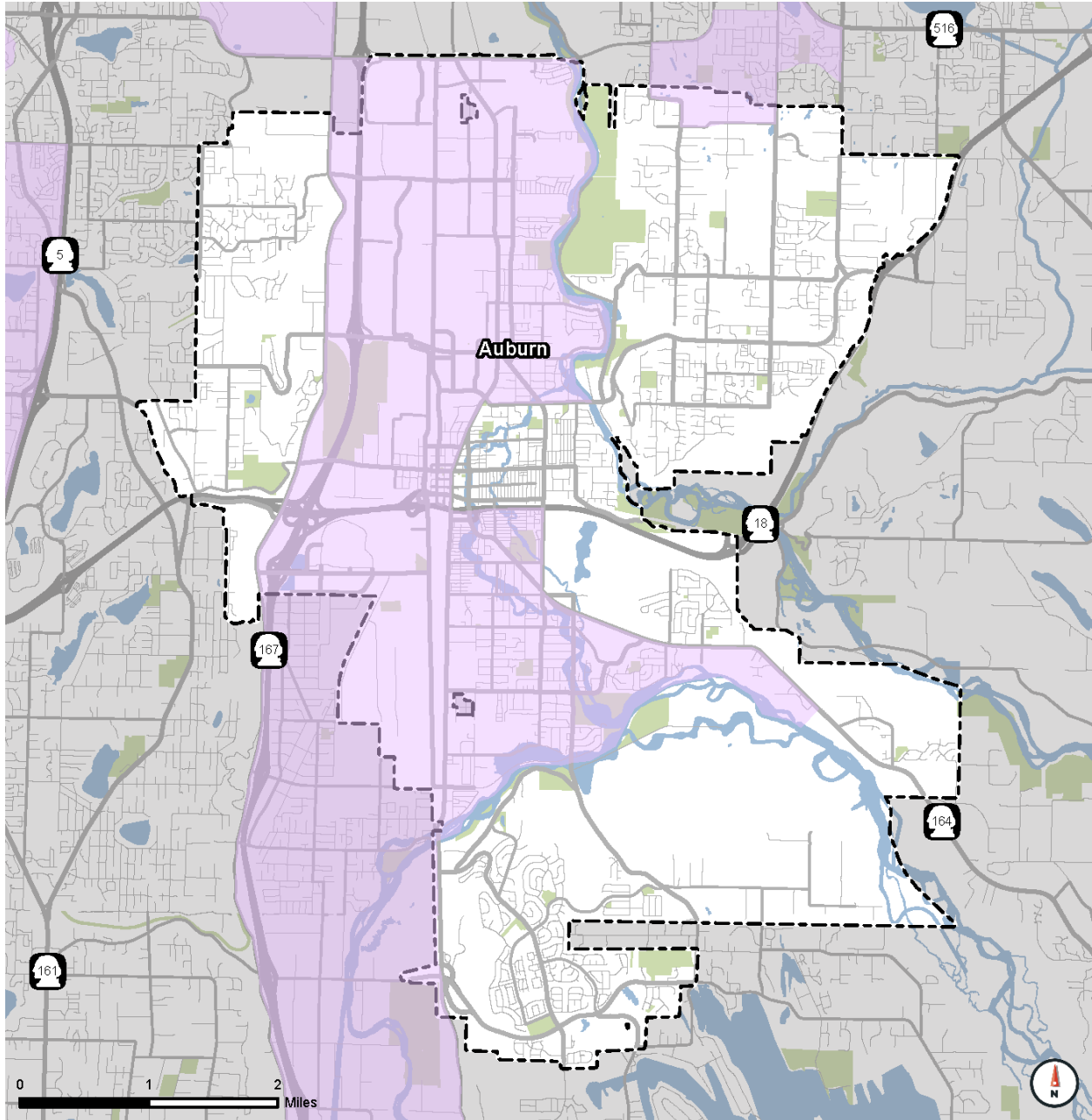
- **Transportation Insecurity** occurs when people do not have access to regular, reliable, and safer transportation options. Nationally, there are well-established policies and programs that aim to address food insecurity and housing insecurity, but not transportation insecurity.
- **Climate and Disaster Risk Burden** reflects changes in precipitation, extreme weather, and heat which pose risks to the transportation system, as do natural disasters such as flooding and volcanic eruptions. These hazards may affect system performance, safety, and reliability. As a result, people may have trouble getting to their homes, schools, stores, and medical appointments.
- **Environmental Burden** includes variables measuring factors such as pollution, hazardous facility exposure, water pollution and the built environment. These environmental burdens can have far-reaching consequences such as health disparities, negative educational outcomes, and economic hardship.
- **Health Vulnerability** assesses the increased frequency of health conditions that may result from exposure to air, noise, and water pollution, as well as lifestyle factors such as poor walkability, car dependency, and long commute times.




³ <https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/ETC-Explorer--National-Results/>

- **Social Vulnerability** is a measure of socioeconomic indicators that have a direct impact on quality of life. This set of indicators measure lack of employment, educational attainment, poverty, housing tenure, access to broadband, and housing cost burden as well as identifying household characteristics such as age, disability status and English proficiency.

35% of Auburn residents (approximately 30,000 people) live in these disadvantaged Census Tracts. These census tracts are shown in **Figure 1**.

Figure 1: Disadvantaged Communities (ETC Explorer)



-  City Boundary
-  Park
-  Disadvantaged Communities

Build on Prior Safety Investments

In recent years, Auburn's efforts to improve safety have been visible through a range of plans and infrastructure projects. This CSAP builds upon those prior efforts taken to both tackle safety explicitly and enhance safety through mode shift goals.

Plans

Local Road Safety Plan 2024

Auburn's Local Road Safety Plan (LRSP) is a data-driven plan that uses crash trends and contributing risk factors to identify city street segments and intersections with characteristics that may lead to a higher risk of crashes. These street segments and intersections are then narrowed down to a discrete list of projects that the City can prioritize, which is key for implementing successful crash reduction strategies. This program follows the methods prescribed in *Target Zero: Washington State Strategic Highway Safety Plan*, the statewide safety plan and identifies low-cost, systemic, near-term projects to improve roadway safety, which could be funded by WSDOT's City Safety Program. In this plan, the City identified a Project List that includes the following projects:

1. Corridor project: I Street NE (45th Street NE to 37th Street NE)
2. Corridor project: 37th St NE (I Street NE to I Street NW)
3. Intersection projects: Lakeland Hills Way and Oravetz Road Mills Pond Drive and Lakeland Hills Way
4. Intersection project: 21st Street SE and M Street SE
5. Intersection project: Lakeland Hills Way and 69th Street SE
6. Corridor project: SE 312th Street (SE 312th Way to 125th Avenue SE)
7. Citywide project: Streetlighting Improvements along 15th Street NE (Auburn Way N to W Valley Hwy N), Lake Tapps Parkway (Sumner Tapps to City Limits), Sumner Tapps Parkway (Lake Tapps Parkway to City Limits), Oravetz Road (Joyce Ct SE to Kersey Way)

Comprehensive Plan Update 2024

Auburn's Comprehensive Plan is the leading policy document that guides the City's evolution and growth over a 20-year period. The Comprehensive Plan identifies the desired type, configuration, and intensity of land uses throughout the City, as well as the character and capacity of public facilities and services like streets and utilities. Its policies address critical topics such as housing, the environment, transportation, public safety, and economic development. The Comprehensive Plan also serves as the basis for the City's adoption of special purpose plans for the City such as transportation or utilities plans and serves as the

basis for development standards and regulations such as City zoning and critical area regulations.

Transportation Element and System Plan

The 2024 Comprehensive Plan includes several elements, one of which is the Transportation Element. The Transportation Element is a summary document that provides an overview of the City's Comprehensive Transportation Plan or CTP. The CTP is also referred to as the Transportation System Plan and was updated in 2024 with the 2024 Comprehensive Plan Update.

The CTP establishes Auburn's Safety Goal to significantly reduce or eliminate traffic fatalities and serious injuries through a Safe System Approach. This goal is supported by the below policies, which are also included in the CTP:

- TR3-1-1. The City shall apply the Safe System Approach for pursuing its transportation safety goal through the different elements associated with the safety of the City's transportation system which the City has the ability to influence including: roadways, roadway users, speeds, vehicles, and post-crash care.
- TR3-1-2. The City will study, plan, and implement safety improvements prioritized based on the occurrence of fatal and serious injury crashes and/or the presence of systemic characteristics indicative of serious or fatal crash likelihood.
- TR3-1-3. The City will seek internal and external funding to both implement safety strategies and on-going maintenance improvements.

The goal and policies are supported by the below actions:

- Implement, maintain, and regularly update the Local Road Safety Plan (LRSP) and Comprehensive Safety Action Plan (CSAP).
- Document the actions taken to improve transportation safety and corresponding performance metrics identified in the LRSP and CSAP.
- Establish a program and funding in the Transportation Improvement Program (TIP) for safety data collection, study, planning, and implementation of safety improvements.
- Identify, evaluate, and pursue grant funding and other outside funding sources for safety programs and improvements.

Auburn Transportation Improvement Program

The TIP is a 6-year plan for transportation improvements that supports the City of Auburn's current and future growth. The TIP and the CTP serve as source documents for the City of Auburn Capital Facilities Plan which is a Comprehensive Plan element required by Washington's Growth Management Act. The program may be revised at any time by a majority of the City Council following a public hearing.

Some key TIP projects and programs currently in the 2025-2030 TIP include the following⁴:

- **Roadway Projects:**
 - Neighborhood Traffic Safety Program
 - East Valley Highway Widening
 - R Street SE Widening from 22nd Street SE to 33rd Street SE
 - M Street NE Widening from Main Street to 4th Street NE
 - Auburn Way South Improvements from Hemlock Street SE to Poplar Street SE
- **Non-motorized and Transit Projects:**
 - Active transportation – safety, ADA, and repair program
 - Active transportation – mode shift program
 - Downtown Bike to Transit
 - Regional Growth Center Pedestrian Improvements
- **Intersection, Signal, and ITS Projects:**
 - Downtown Infrastructure Improvement Project
 - R Street SE/21st Street SE Roundabout
 - Lea Hill Road/104th Avenue SE Roundabout
 - SE 304th Street/116th Avenue SE Roundabout

Projects

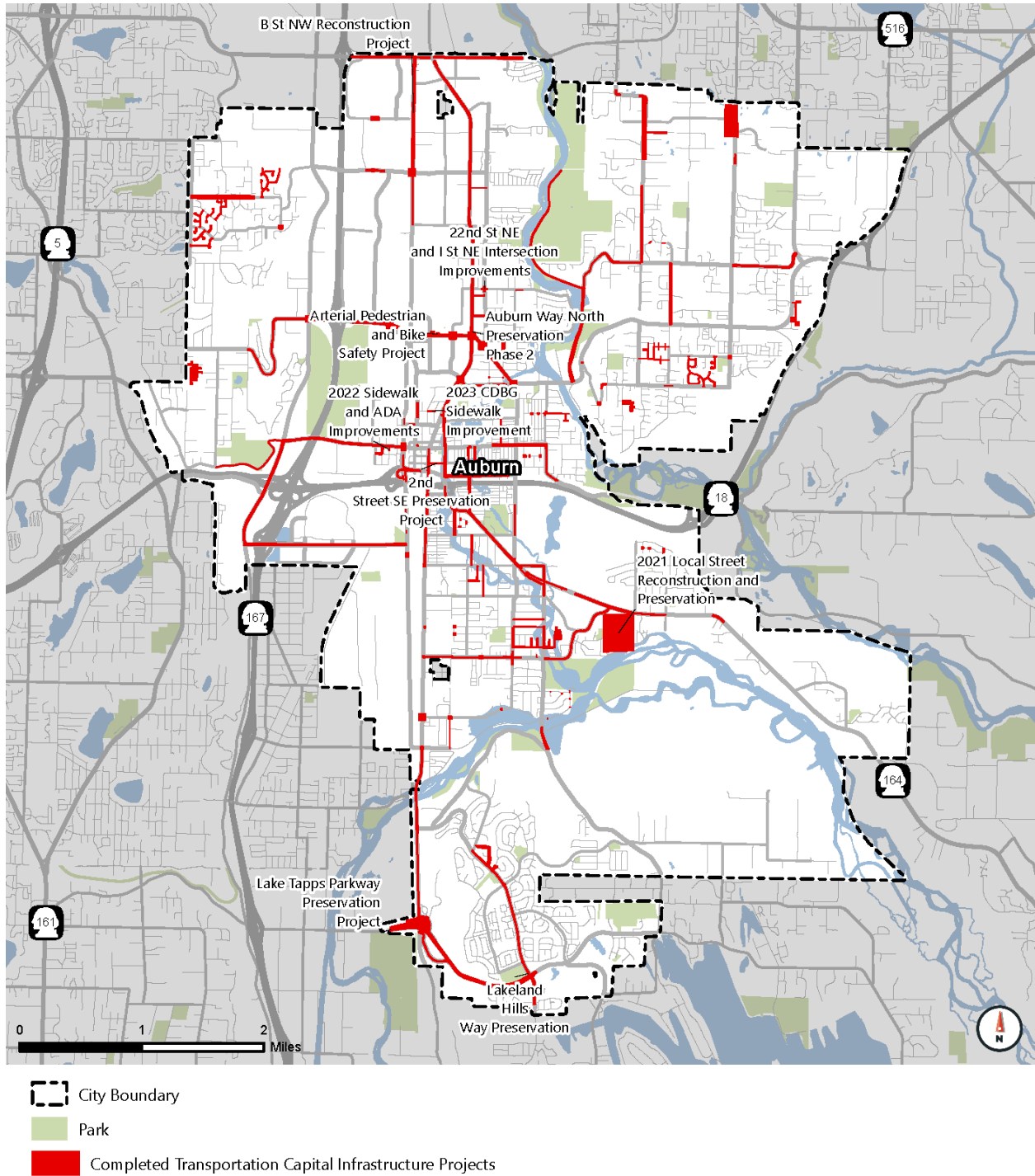
Capital transportation infrastructure projects related to Safety that were completed from 2014-2024 are illustrated in **Figure 2**. 60 projects are shown in the map, with additional projects are shown in the City's online web mapping application⁵.

⁴ <https://auburn.maps.arcgis.com/apps/dashboards/0886cfc13e0748de94f8a7964c936aa6>

⁵

<https://auburn.maps.arcgis.com/apps/MapSeries/index.html?appid=a91c06ef9e72436ab3e31c602f2e34de>

Figure 2: Completed Capital Projects



Limitations on Use

Under 23 U.S. Code § 409 and 23 U.S. Code § 148, although they are subject to records requests, safety data, reports, surveys, schedules, lists compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

The analysis and recommendations in this report are based upon limited information. Before using any of its information for design or construction, more detailed analysis and data collection, such as field survey, is needed.

The scope of this work, including study locations, time frame, and topics, was determined in collaboration with the City of Auburn. It is possible that some locations or issues were not addressed in this report, and nothing should be inferred by their omission.

Chapter 2: Engage

Conversations with Auburn staff, stakeholders, and the community provided essential input to the development of the CSAP, including the following:

- Safety Specific On-line Survey Questions and Interactive Map
- Online Engagement for the Comprehensive Transportation Plan (CTP)
- Comments Received through See-Click-Fix
- Presentations and discussion with the Auburn's Transportation Advisory Board
- Presentations and discussion with the Auburn City Council

Online Engagement

In total, 351 public comments related to safety concerns were received through the following engagement tools over the last five years (2019 to 2024). **Figure 3** illustrates the locations of the concerns received during this time frame.

Safety Specific Survey Questions and Interactive Map

Auburn distributed an online survey to gather the community's input on transportation safety. Survey questions and a map were given to residents to provide feedback on both general challenges and specific locations. Both the map and survey were available online from February 23, 2024, to June 6, 2024. Appendix A includes the summary of the responses. Overall, 33 responses were received. Respondents shared their priorities for roadway safety, including:

- Challenges faced in Auburn:
 - o Lack of Sidewalks
 - o Lack of bicycling infrastructure
 - o Limited access to transit
- Greatest transportation safety concerns:
 - o Speeding
 - o Distracted driving, walking, or bicycling
 - o Drivers disregarding traffic signals and signs.

Comprehensive Transportation Plan

As part of the CTP, Auburn conducted an online survey to gather the community's input on proposed bicycle facilities, sidewalk gaps, and the proposed bicycle network. The survey was promoted through specific in-person outreach efforts to reach target demographics, posters, and flyers. Overall, 18 responses were received which identified the following priorities:

- Sidewalks desired on:
 - K Street NE
 - 32nd Street SE
 - 33rd Street SE
 - M Street SE
 - SE 316th Street
 - Lea Hill Road
- Multiuse path desired next to Kersey Way SE
- Protected bike lanes
- Continuous sidewalks and bicycle network

Citywide Public Request Tool (See-Click-Fix)

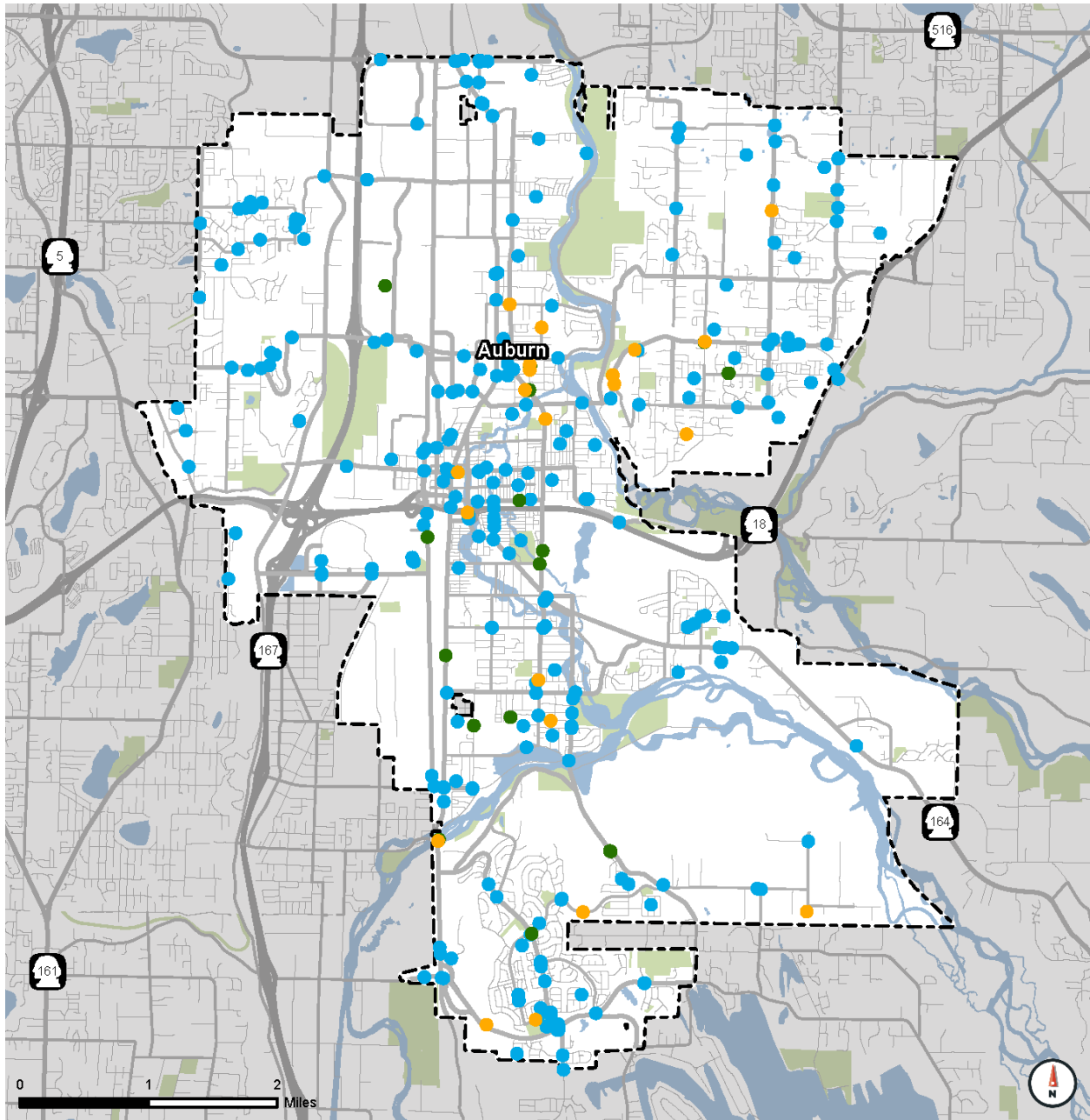
Auburn’s public request tool for collecting community feedback (See-Click-Fix) was analyzed to extract data from 2019-2024 to understand traffic and safety issues in the community to supplement the data collection from the online engagement tool. Auburn received 300 safety-related concerns during this period. Appendix A includes a summary. Community members’ input related to transportation safety touched on the following themes:






- Adding or upgrading stop control measures
- Adding pedestrian crossings
- Addressing unsafe driver behavior including speeding and careless driving
- Increasing bicycle infrastructure
- Increasing pedestrian infrastructure

Transportation Advisory Board and City Council Presentations

Updates during the CSAP development were provided to the TAB and City Council in May 2024, and July 2024. These meetings provided an opportunity for appointed and elected officials to learn about and discuss the current state of transportation safety in Auburn and provided input on the policies and plan goals to accomplish the City’s goals.

Figure 3: Online Engagement



-  City Boundary
-  Park
-  Safety Specific Interactive Map Comments
-  Comments from CTP
-  Citywide Public Commenting Tool

Chapter 3: Analyze

The CSAP's development was informed by data, including crash records, as well as input from City staff and the public. Crash records on roadways in Auburn from 2018 to 2022 are the primary resource for the CSAP. The data-driven process and the following section describes this process in the CSAP:

- Examination of Crash Trends: Review of crash statistics to evaluate when, where, and why crashes occur and who is involved.
- Development of Safety Emphasis Corridors: Identification of roadways where most KSIs are concentrated for targeted intervention.
- Development of Factors Influencing Crash Likelihood: Identification of factors related to the most prevalent crash types and contexts.

Key Crash Trends

To better understand road safety performance in Auburn, crash data was analyzed from 2018-2022 (the most recent five years of data) on all City streets, as shown in **Figure 4** and **Figure 5**. Over that period, on average each year, there were 34 KSI crashes with 7 people killed and 32 people sustained serious injuries while traveling on roadways in the City⁶. The effect of the COVID-19 pandemic may also be present in the most recent years of crash data in 2020 and 2021, when the City experienced reduced travel overall and the related benefit of fewer crashes.

⁶ Source: Washington DOT Crash Data, 2018-2022, Average crashes over five years

Figure 4: Crashes by Mode, by Year

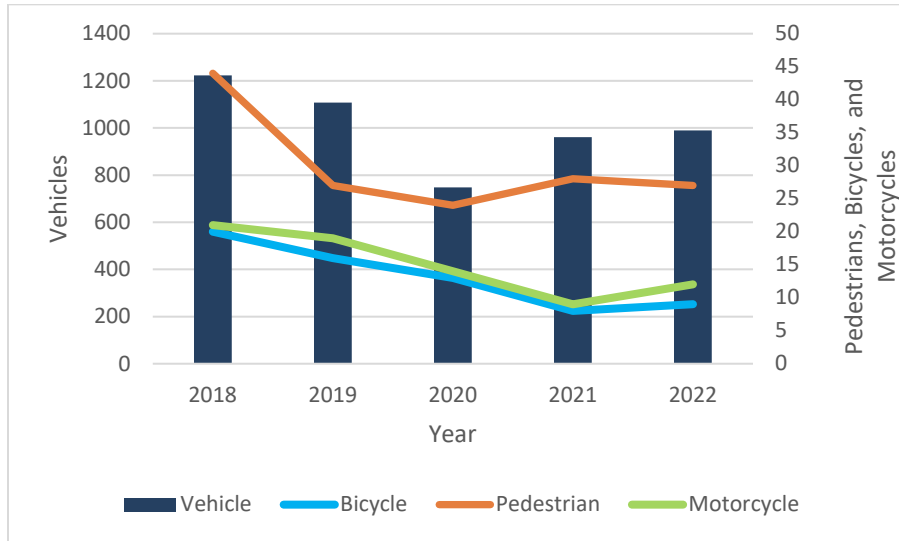
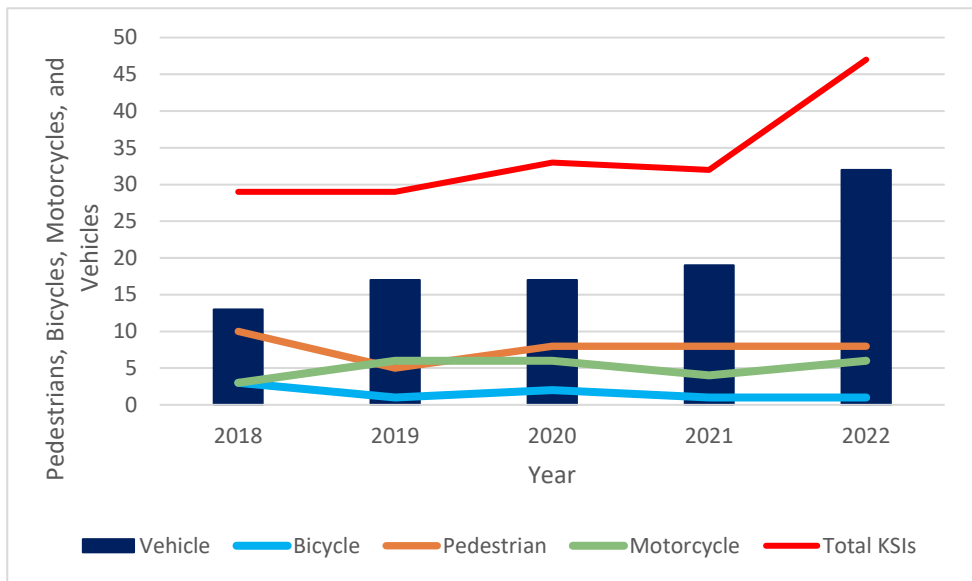


Figure 5: Fatalities and Serious Injury Crashes by Mode by Year



Several patterns appear in Auburn’s crash history over the five-year period from 2018-2022, indicating trends in the movements, modes, locations, and time periods associated with KSIs on Auburn’s roadways. **Table 1** indicates some key trends emerging.

Table 1 Key Crash Trends

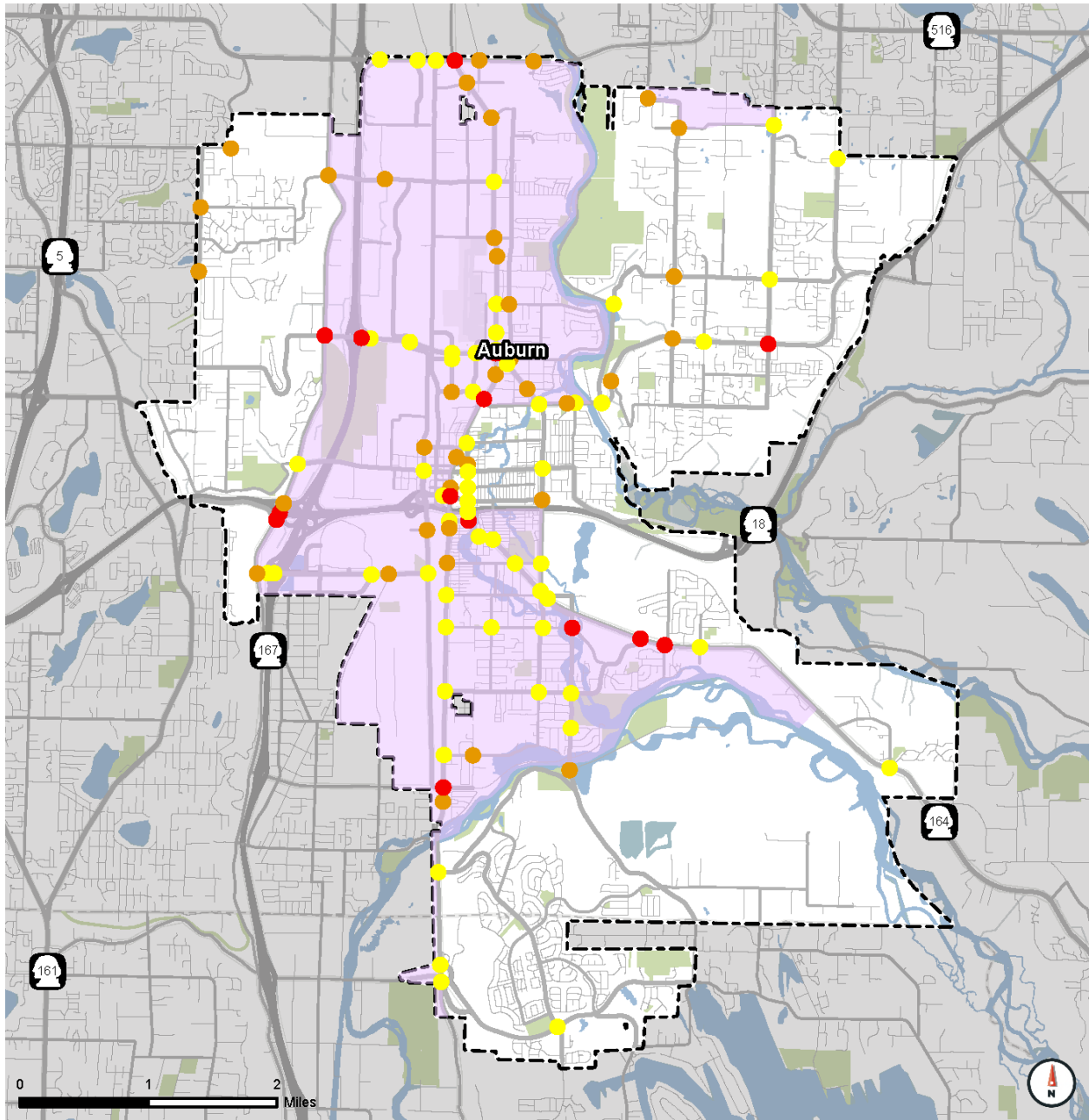
Key Trends	Key Data
Mode-Based Trends	Vehicles were involved in 95% of crashes and 58% of KSIs.
	Pedestrians were involved in 3% of crashes and 23% of KSIs.
	Bicyclists were involved in 1% of crashes and 5% of KSIs.
	Motorcyclists were involved in 2% of crashes and 15% KSIs.
Circumstance-Based Trends	Almost 18% of KSIs were related to Speeding .
	About 19% of KSIs were related to not granting right of way to other vehicles or non-motorists.
	Almost 18% of KSIs were related to Distracted Driving .
Movement-Based Trends	About 15% of KSIs were under the influence of alcohol or drugs.
	About 24% of KSIs involved a Fixed Object .
	Almost 18% of KSIs involved a movement going straight and hitting a pedestrian .
Time-Based Trends	About 19% of KSIs involved a left- or right-turning movement .
	Over 48% of reported KSIs occurred when it was Dark outside (between the hours of 7pm-4am); 44% with Streetlights On, 4% without Streetlights.
Location-Based Trends	Most KSIs occurred Thursdays (17%), Fridays (19%), and Sundays (18%).
	Nearly 88% of all KSIs occurred on a Principal or Minor Arterial Roadway.
	Nearly 78% of KSIs occurred on a roadway with a speed limit of 35mph or higher .
	Nearly 48% of KSIs occurred not at an intersection and not related to an intersection (as defined by Junction Relationship).
	About 62% of KSIs occurred in a location with No traffic control type , whereas 38% occurred at a Signal, Stop Sign, or other.

Source: WSDOT Crash Data 2018-2022; Fehr & Peers, 2024

Safety Priority Index System (SPIS) Analysis

The City collects and reviews crash data to identify intersection and roadway locations where potential hazards exist. Potential safety problems are identified using the Safety Priority Index System (SPIS) methodology, an effective problem identification tool for evaluating locations with higher crash histories. The SPIS score for a location considers five years of data and considers frequency, crash rate, and severity. SPIS information for all intersection analyzed is included in **Appendix B**. All SPIS intersections are shown in **Figure 6**.

Figure 6: SPIS Intersections



-  City Boundary
-  Park
-  Disadvantaged Communities
- SPIS Value
-  Low-Tier SPIS Intersections
-  Medium-Tier SPIS Intersections
-  High-Tier SPIS Intersections

Factors Influencing Crash Likelihood

To reduce the likelihood of future crashes, it is helpful to understand the potential factors influencing crash occurrence and severity. To identify those factors, a review of five years of crash data (2018-2022), land use, and roadway data was conducted to assess contributing factors and discern trends; see **Table 2** Factors Influencing Crash Likelihood. These were then organized into potential factors influencing the occurrence of KSIs or bicycle and pedestrian crashes. The City's street network was then analyzed to identify locations with the most factors present.

Table 2 Factors Influencing Crash Likelihood

Factor	Mode	Crash Information	Contextual Information
Posted Speed Limit on Arterials Greater than or equal to 35 mph	All	Posted speed limit on Arterials greater than or equal to 35 mph accounts for 74% of KSI crashes but is only 19% of the City street network.	This factor looks at arterials where the posted speed is 35 MPH or higher. The City's street network dataset classified arterials as minor or principal. This factor includes both types of arterials.
Streetlight Spacing	All	In locations that do not have streetlights within 150-feet, 47% of total KSI crashes and 60% of pedestrian KSI crashes occur.	Road locations without a street light present within 150 feet, which include roadways without street lighting or roadways with sporadic or widely spaced lighting at more than 300 feet apart, are considered a factor for all KSI crashes and pedestrian KSI crashes. This factor looks at crashes that occur in areas not covered by streetlights as coded by the WSDOT crash data and Auburn Streetlight database.
Commercial Land Use	All	Commercial land use makes up 14% of the City's total land area, yet 42% of KSI crashes occur on roadways adjacent to this land use.	Location on streets within a commercial land use area is considered a factor for KSI crashes.
Speed Differential over 10 mph	Vehicle	Corridors where 85th percentile speeds exceeded the posted speed limit by 10 mph or more, accounted for 19% of KSIs.	This factor is determined by the presence of posted speeds to speed studies completed by the City in the last five years. A difference of over 10mph was selected for this analysis.

Horizontal Curves	Vehicle	Average KSI crashes per mile of roadway with horizontal curvature is more than double the average KSI crashes per mile throughout the city.	The presence of horizontal curves is considered a factor for KSI crashes. Horizontal curves are defined by the City as curves with horizontal curvature that may require warning signage or other lane departure prevention improvements.
Facility Does Not Meet Bicycle LTS Standard	Bike	Where the City bike route facility does not meet bicycle LTS standards, 28% of total bicycle crashes occurred. On streets without a bicycle facility or not identified as a bicycle route, 65% of crashes and 89% of bicycle KSIs occurred.	This factor accounts for bicyclists riding on a bike network route that does not meet level of traffic stress (LTS) standard or a bicyclist riding on a non-bike network route that does not have bike lanes or a separated bike path ⁷ .
Sidewalks missing on one or both sides on Arterials or Collectors	Pedestrian	Where sidewalks are missing on one or both sides of Arterial or Collector streets, 16% of pedestrian crashes and 28% of pedestrian KSIs occur.	This factor accounts for pedestrians walking along an Arterial or Collector roadway, defined by the City's street network dataset, where there is a sidewalk missing on one or both sides of the roadway. This data analysis uses the City's missing sidewalk data to make that determination.

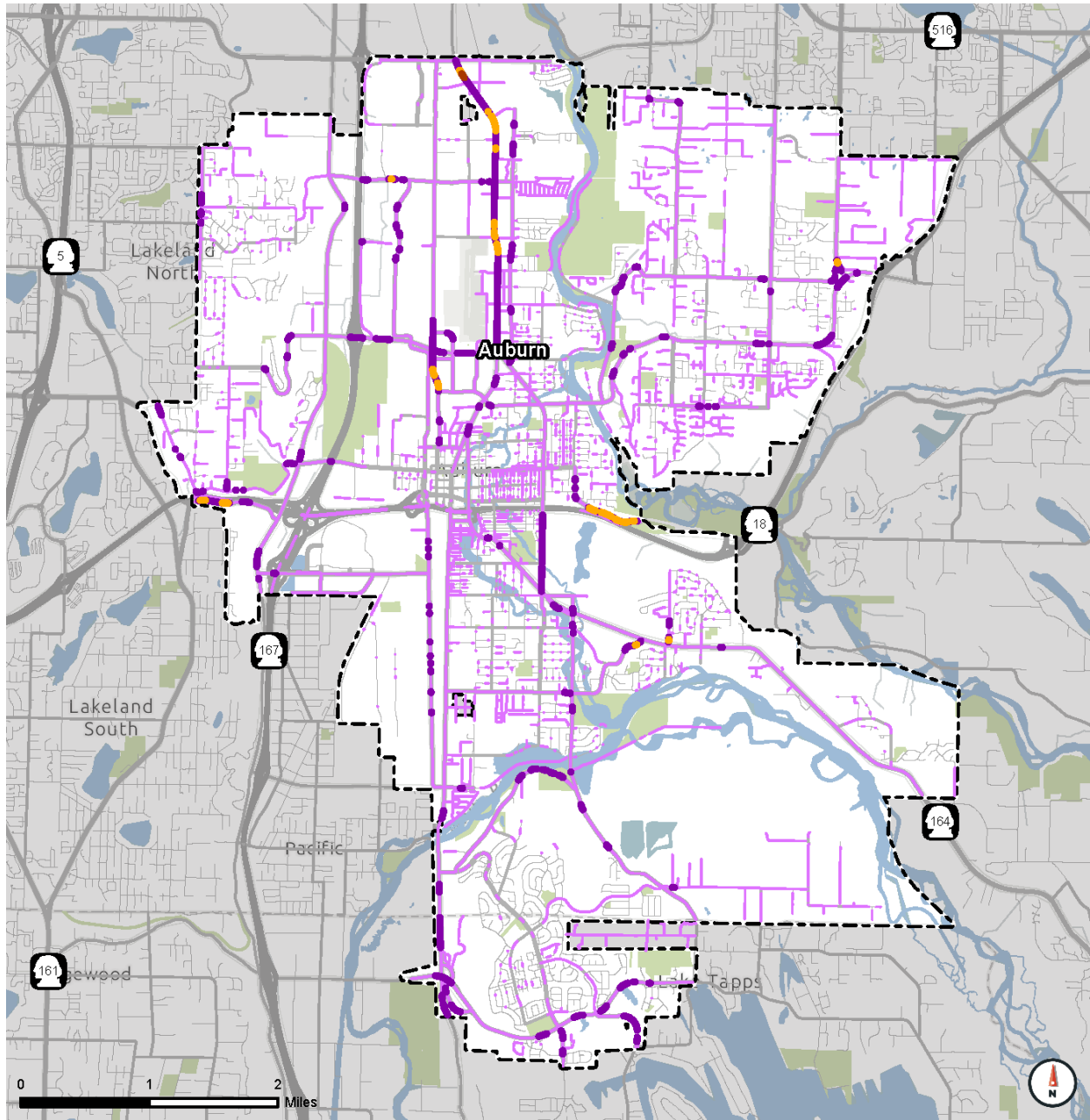
Source: Fehr & Peers, 2024

Crash Likelihood Mapping

Utilizing the factors identified above, streets were evaluated for the presence of each factor. Roadways were then symbolized based on the number of factors present in a given segment. A higher number corresponds to a higher likelihood of a crash. See **Figure 7** for Crash Likelihood Factors (Posted Speed, Streetlight Spacing, Commercial Land Use, Speed Differential, Horizontal Curves) and see **Figure 8** for Vulnerable Road User Factors (Posted Speed, Streetlight Spacing, Commercial Land Use, Facility does not Meet Standard, Sidewalk missing on one or both side of Arterial or Collector).

⁷ Note that the City's draft 2024 Comprehensive Transportation Plan establishes the City's bike route network and the LTS standards for those routes.

Figure 7: Vehicle Crash Likelihood









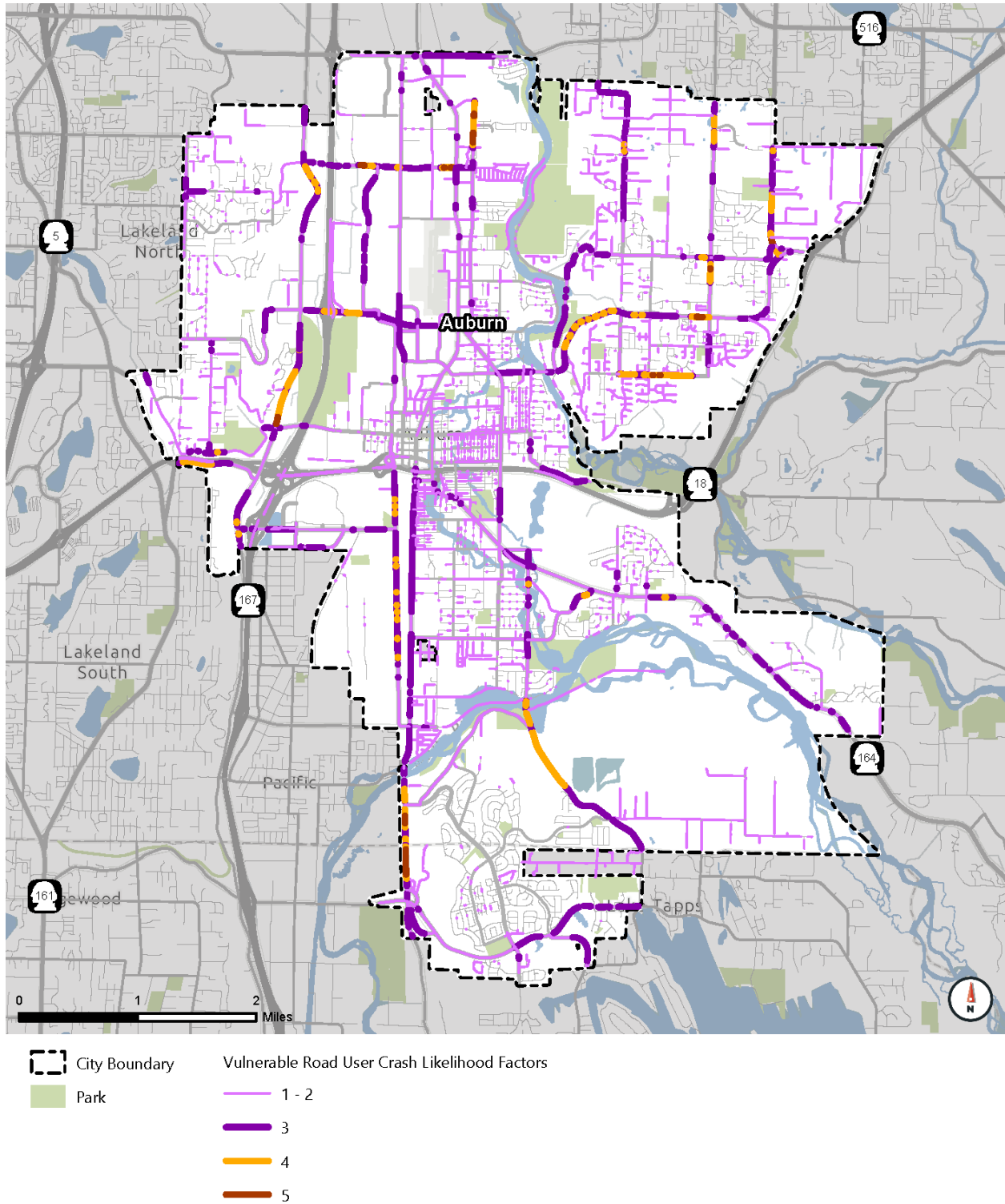
-  City Boundary
-  Park
- Vehicle Crash Likelihood Factors**
-  1 - 2
-  3
-  4
-  5

Figure 8: Vulnerable Road User Crash Likelihood Factors



Chapter 4: Assessment

The following section identifies preliminary priority locations, screens and evaluates the locations to establish priority locations, and establishes approaches to address safety concerns at each priority location. The steps taken for this assessment are as follows:

1. Preliminary priority location identification using SPIS Intersection Scores and Crash Likelihood Factors.
2. Screening of preliminary priority locations to determine which locations have recently completed, underway, or planned safety countermeasures.
3. Evaluation of remaining priority locations related to disadvantaged communities and community feedback.
4. Establish approach to address priority locations including countermeasure identification.

Priority Location Assessment

One of the central objectives of the CSAP is to develop projects and programs to address priority safety locations. Prioritizing locations helps the City to focus its resources and better align with the prerequisites of several grant programs the City may pursue. Improvements that address priority locations complement past, current, and planned City and private development projects by adding systemic and site specific improvements that address crash trends and crash likelihood factors identified in the CSAP. The following steps were taken to prioritize locations:

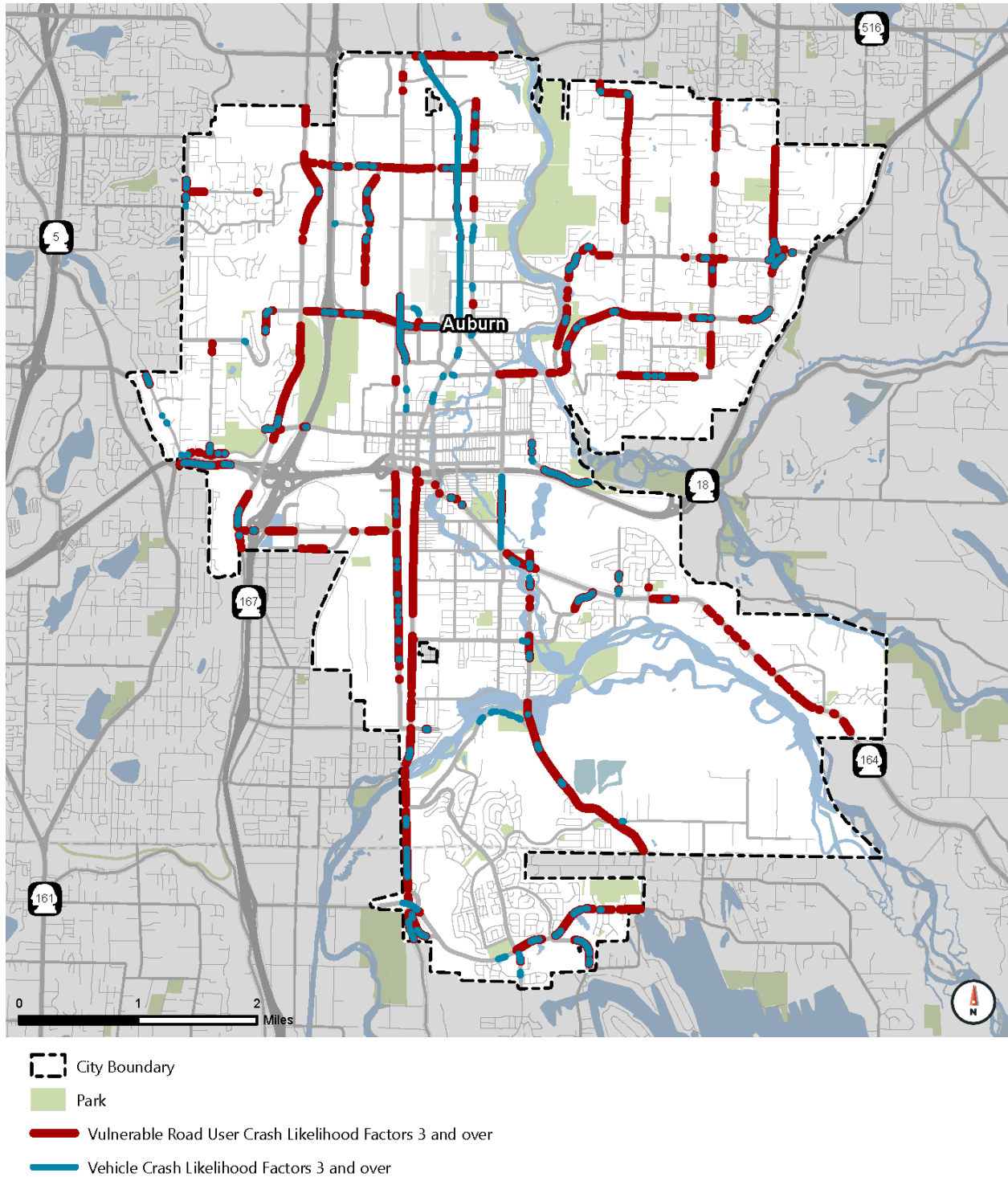
Step 1 Preliminary Priority Location Identification

To guide its investments, the City will focus on advancing its safety priorities based on criteria that account for both crash history (responsive) and crash potential (proactive) measured through the presence of crash likelihood factors, which are categorized into Vehicle and Vulnerable Road Users.

Street Segments

Street segments were analyzed separately for Vehicles and Vulnerable Road Users. Preliminary priority locations were identified on roadway segments with the presence of either 3 or more Vehicle or 3 or more Vulnerable Road Users crash likelihood factors present. These roadway segments were included as preliminary priority locations due to their potential greater need for safety improvements.

Figure 9: Road Segments w/3 or More Crash Likelihood Factors Score



Vehicle Crash Likelihood Factors:

- Arterials with Speed Limit 35+
- Commercial Land Use
- Roadways sections without streetlighting within 300 feet
- Speed Differential over 10mph
- Horizontal Curves

Vulnerable Road User Crash Likelihood Factors:

- Arterials with Speed Limit 35+
- Commercial Land Use
- Roadways sections without streetlighting within 300 feet
- Facility Does Not Meet Bicycle LTS Standard
- Sidewalks missing on one or both sides on Arterials or Collectors

Intersections

The SPIS analysis was used to identify intersections as preliminary priority locations. The 15 intersections with the highest SPIS values were selected due to their potential greater need for safety improvements and are listed below in **Table 3** and all high scoring SPIS intersections are shown in **Figure 10**:

Table 3: Highest Value SPIS Intersections

	Intersection	Crash Frequency (2018-2022) ⁷	Volume Entering	# Of Fatalities ⁸	# Of Injuries ⁷	# Of Property Damage Only ⁷	SPIS Value ⁹
1	S 277TH ST & AUBURN WAY N	74	45,990	0	24	50	94.85
2	RIVERWALK DR SE & AUBURN WAY S	33	31,585	1	15	16	86.90
3	WEST VALLEY HWY N & 15TH ST NW	27	20,550	1	13	11	81.77
4	HARVEY RD NE & 15TH ST NE	51	34,150	0	19	30	81.35
5	DOGWOOD ST SE & AUBURN WAY S	29	28,069	1	12	16	81.28
6	SR 167-NORTH RAMP & 15TH ST NW	18	26,890	2	5	10	79.77
7	R ST SE & 21ST ST SE	47	29,244	0	16	30	75.96
8	WEST VALLEY HWY S & PEASLEY CANYON RD S	28	30,763	1	8	19	74.95
9	WEST VALLEY HWY S & SR 18-EAST RAMP	58	22,672	0	11	47	71.48
10	AUBURN WAY S & 6TH ST SE	38	34,940	0	13	25	69.09
11	SE 312TH ST & 124TH AVE SE	32	18,335	0	14	17	68.59

⁸ Within a distance of 100 feet from the intersection

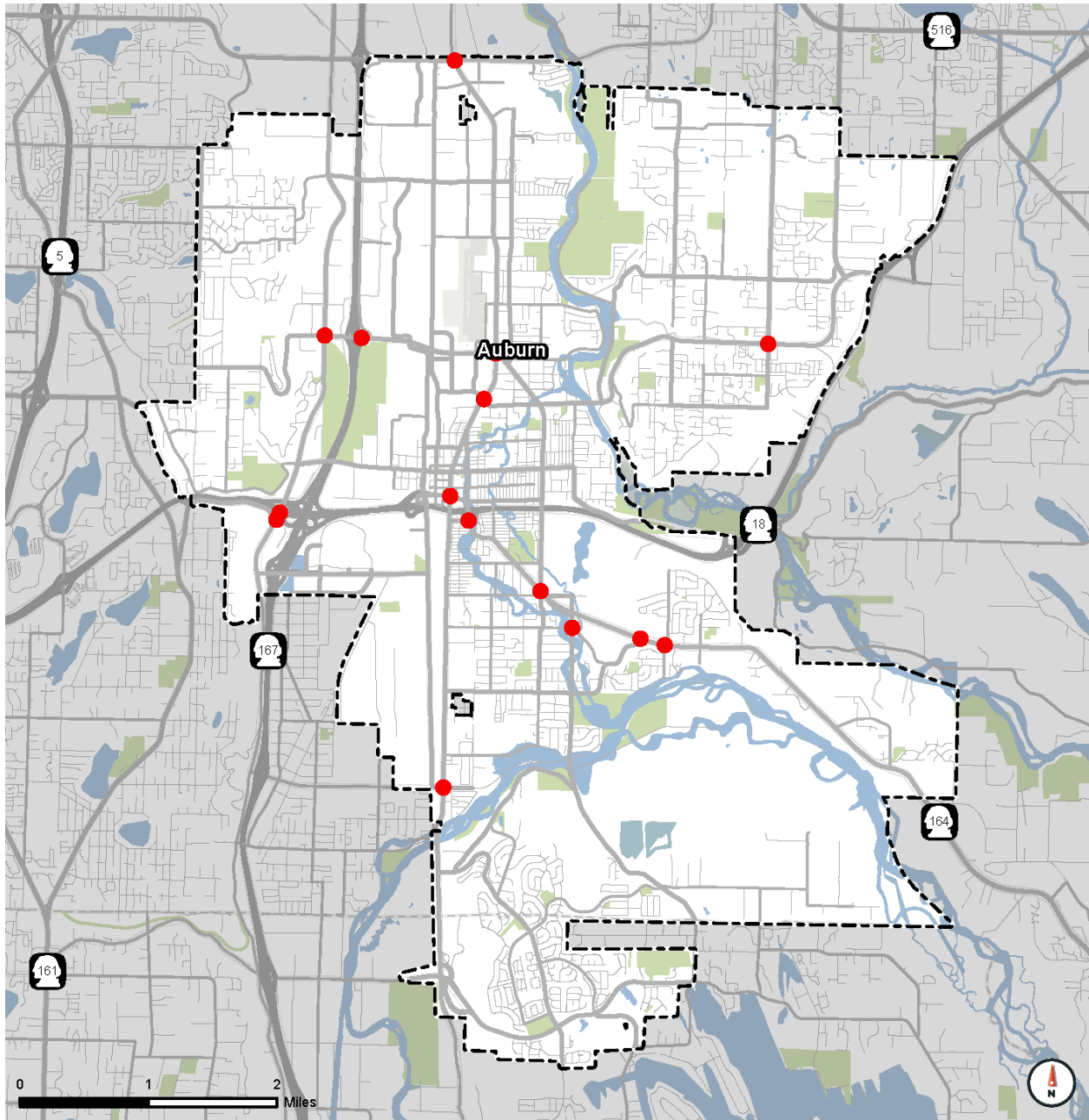
⁹ SPIS value is determined by adding the crash frequency, rate, and severity indicator values together.




Resolution 5789 Exhibit A

12	A ST SE & 3RD ST SE	42	30,310	0	12	29	68.57
13	AUBURN WAY N & 8TH ST NE	35	28,070	0	13	21	68.02
14	A ST SE & 41ST ST SE	50	39,093	0	10	37	67.42
15	M ST SE & AUBURN WAY S	30	41,631	0	15	14	67.1

Source: WSDOT Crash Data 2018-2022; City of Auburn Volume Data 2018-2022; Fehr & Peers, 2024

Figure 10: Top 15 SPIS Intersections



-  City Boundary
-  Park
- SPIS Value
-  High-Tier SPIS Intersections

Step 2 Preliminary Priority Location Screening

Each preliminary priority location was evaluated to determine if the City would identify a priority project to address the location. In this consideration, the City evaluated each location to determine what, if any, recently completed, underway, or planned City or private development projects may include safety countermeasures relevant to the identified safety concerns or risks. The City also evaluated if the location was an area that is within the City's jurisdiction and other relevant factors. **Table 4** below lists the preliminary priority locations that were screened based on these considerations and determined to not move to the next step in the assessment process.

Table 4 Screened Preliminary Priority Project Locations

Preliminary Priority Location Intersection or Roadway Segment	City Jurisdiction?	Relevant Projects/Other Considerations
R St SE/21st St SE Intersection	Yes	R St SE/21st St SE Roundabout Project is currently underway.
Sr 167-South Ramp at 15th St SW	No	N/A
SR 167-North Ramp & 15th St NW	No	N/A
West Valley Hwy/SR 18 East Ramp	No	N/A
C St SW: SR 18 to Ellingson Rd	Yes	Existing non-motorized facilities are provided by a separated trail along the west side of the roadway. The east side of the roadway is along the BNSF Railway railyard where no access is allowed. No additional applicable countermeasures were identified.
S 277th St: Auburn Way N to City Limits	Yes	A project was completed that widened S 277th from the intersection of Auburn Way North to L Street NE, including the construction of a separated multi-use trail, street lighting, and other countermeasures.
SE 304th St: SE 306th St to 132nd Ave	Yes	The Lea Hill Safe Routes to School Project, Citywide Uncontrolled Crossing Improvements Project, and various other development projects are completing sidewalk gaps and improving crossings on Lea Hill in the vicinity of Hazelwood Elementary School, Lea Hill Elementary School and Rainier Middle School.
Riverwalk Drive SE: Howard Road to Auburn Way S	Yes	The Riverwalk Drive Non-Motorized Improvements project installed sidewalks, street lighting and other safety countermeasures.

R Street: 17th Street SE to White River Bridge	Yes	Various City projects are complete or underway that are installing multiple safety countermeasures. These projects include the R Street Widening and R Street preservation projects. Additionally, the Citywide guard Rail Project was completed.
104th Ave SE and Lea Hill Rd SE	Yes	The Garden Avenue Improvements Project and the Lea Hill Roundabout Project are constructing improvements that include safety countermeasures on 104 th Ave SE near Lea Hill Road.
Lake Tapps Parkway near Bridge of East Valley Highway	Yes	No pedestrian access is intended or provided directly across the bridge. Instead, access is provided adjacent to the bridge via a tunnel underneath the railroad to a trail connection.

Source: Fehr & Peers, 2024

Step 3 Equity and Community Feedback

Equity considerations are an important component of the Safe System Approach. Low-income communities and communities of color may be disproportionately impacted by transportation safety issues. Additionally, conversations with stakeholders, and the community provided essential input to the development of the CSAP. This step evaluated priority locations based on presence in the Disadvantaged Community layer identified in Chapter 1 and presence of Community feedback identified in Chapter 2.

Step 4 Project and Countermeasure Identification

The City’s prioritization framework provides a rigorous yet flexible approach to advancing corridor and intersection safety projects across the city. Based on the framework of this assessment, the following top priority safety project themes emerged to identify project intersections and corridors which are identified below (final locations shown in **Figure 14**):

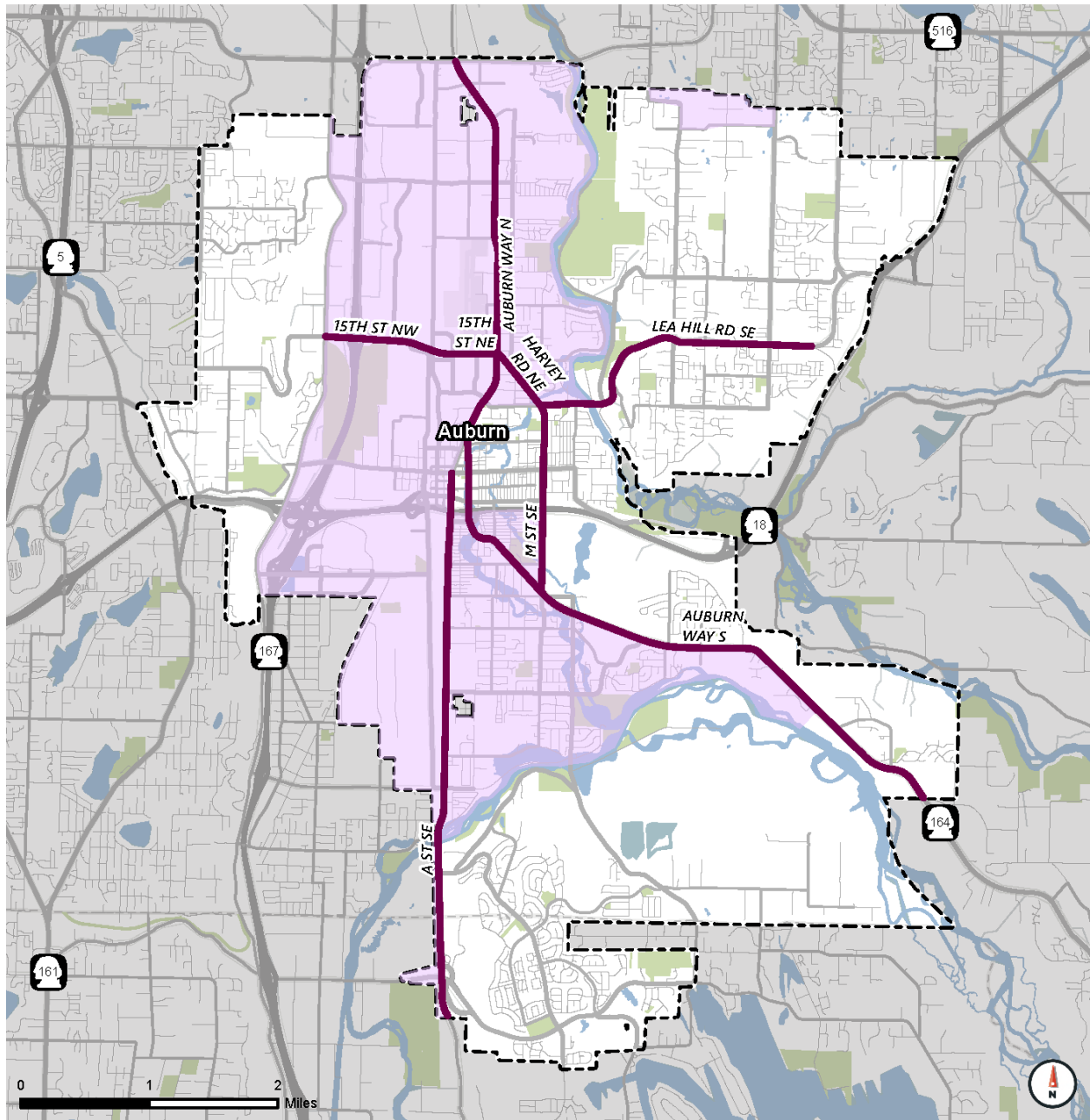
- Safety Emphasis Corridor Focus
- Speed Reduction and Curve Treatment
- Reconnecting Vulnerable Road Users: Filling in Auburn’s Sidewalk and LTS Gaps
- Citywide Street Lighting Improvements

Safety Emphasis Corridor Focus

Safety Emphasis Corridors were identified to show where there is a history of KSIs, the highest number of Crash Likelihood Factors, or the most SPIS intersections. **In Auburn 59% of KSIs have occurred on these Safety Emphasis Corridors.** **Figure 11** shows the Safety Emphasis Corridors. **Tables 5** through **11** provide suggested countermeasures for the Safety Emphasis Corridors in Auburn. It’s important to note that not all countermeasures are intended to be implemented and not all may be appropriate for each situation present on

the corridors. The countermeasures are potential options that would be considered as safety improvement projects and programs are developed.

Figure 11 Safety Emphasis Corridor Focus







-  City Boundary
-  Park
-  Safety Emphasis Corridors
-  Disadvantaged Communities

Table 5: Safety Emphasis Corridor: Auburn Way North

Location	Auburn Way North: E Main Street to S 277th Street		
Total Crashes	551 Total Crashes		
KSI Crashes	26 KSI		
KSI Involvement	14 Vehicle KSI	3 Bicycle KSI	9 Pedestrian KSI
KSI Type	35% vehicle going straight hits pedestrian 19% fixed object 12% entering at angle 12% vehicle going straight hits bicyclist		
KSI Circumstance	19% under the influence 19% distracted driving 15% involved speeding		
KSI Location	58% not at an intersection		
Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present	70% of the Corridor		
% of Corridor w/3 or More VRU Crash Likelihood Factors Present	6% of the Corridor		
Top 15 SPIS Intersection	S 277TH ST & AUBURN WAY N HARVEY RD NE & 15TH ST NE AUBURN WAY N & 8TH ST NE		
Disadvantaged Community	98% of the Corridor		
Community Feedback	8 Comments		
Recommended Safety Countermeasures	<ul style="list-style-type: none"> - Fixed object/pole removal or relocation - Identify desired pedestrian and bicycle crossing locations not at signals or beacons and install enhanced pedestrian crossings (high-intensity activated crosswalk beacon (HAWK) or pedestrian signal) - Consider left turn channelization enhancement at intersections when possible - Add Leading Pedestrian Intervals (LPI) at existing signalized intersections - Lane narrowing - Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections - Prioritize pedestrian movements at signalized intersections - Access management with U-turns and driveway consolidation - Widening sidewalks and/or creating buffers or barriers - Encourage safer driver behavior through camera speed enforcement, DUI emphasis patrols/campaigns and/or education 		

Source: City of Auburn and Fehr & Peers, 2024

Table 6: Safety Emphasis Corridor: Auburn Way South

Location		Auburn Way South: SR 18 to Noble Court		
Total Crashes	499 Total Crashes			
KSI Crashes	22 KSI			
KSI Involvement	12 Vehicle KSI	1 Bicycle KSI	9 Pedestrian KSI	
KSI Type	32% vehicle going straight hits pedestrian 14% fixed object			
KSI Circumstance	23% vehicle not granting right of way 18% under the influence 9% speeding			
KSI Location	59% not at an Intersection			
Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present	6% of the Corridor			
% of Corridor w/3 or More VRU Crash Likelihood Factors Present	15% of the Corridor			
Top 15 SPIS Intersection	RIVERWALK DR SE & AUBURN WAY S DOGWOOD ST SE & AUBURN WAY S AUBURN WAY S & 6TH ST SE M ST SE & AUBURN WAY S			
Disadvantaged Community	100% of the Corridor			
Community Feedback	12 Comments			
Recommended Safety Countermeasures	<ul style="list-style-type: none"> - Fixed object/pole removal or relocation - Add Leading Pedestrian Intervals (LPI) at existing signalized intersections - Convert existing enhanced pedestrian crossings to a high-intensity activated crosswalk beacon (HAWK) - Consider left turn channelization enhancement at intersections when possible - Lane narrowing - Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections - Prioritize pedestrian movements at signalized intersections - Access management with U-turns and driveway consolidation - Widening sidewalks and/or creating buffers or barriers - Encourage safer driver behavior through camera speed enforcement, DUI emphasis patrols/campaigns and/or education. 			

Source: City of Auburn and Fehr & Peers, 2024

Table 7: Safety Emphasis Corridor: Auburn Way South

Location	Auburn Way South: Noble Court to City Limits		
Total Crashes	110 Total Crashes		
KSI Crashes	6 KSI		
KSI Involvement	6 Vehicle KSI		
KSI Type	33% left turn movement 33% fixed object		
KSI Circumstance	33% under the influence		
KSI Location	50% not at an intersection		
Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present	0% of the Corridor		
% of Corridor w/3 or More VRU Crash Likelihood Factors Present	92% of the Corridor		
Top 15 SPIS Intersection	n/a		
Disadvantaged Community	45% of the Corridor		
Community Feedback	1 Comments		
Recommended Safety Countermeasures	<ul style="list-style-type: none"> - Fixed object/pole removal or relocation - Identify desired pedestrian crossing locations and install enhanced pedestrian crossings (high-intensity activated crosswalk beacon (HAWK) or pedestrian signal) - Lane narrowing - Add Leading Pedestrian Intervals (LPI) at existing signalized intersections - Increase lighting focused at intersections and desired crossing locations - Evaluate signals for coordinated timing, protected left –turn phasing, and no right on red at existing signalized intersections - Install pedestrian and bicycle facilities following City and WSDOT standards - Encourage safer driver behavior through camera speed enforcement, DUI emphasis patrols/campaigns and/or education. 		

Source: City of Auburn and Fehr & Peers, 2024

Table 8: Safety Emphasis Corridor: 15th Street NW/NE

Location		15th Street NW/NE: West Valley Highway to Auburn Way North		
Total Crashes	141 Total Crashes			
KSI Crashes	12 KSI			
KSI Involvement	9 Vehicle KSI	1 Bicycle KSI	2 Pedestrian KSI	
KSI Type	33% turning movement 25% entering at angle 8% fixed object			
KSI Circumstance	33% involved speeding 17% involved vehicle not granting right of way			
KSI Location	83% were located at an intersection or driveway			
Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present	25% of the Corridor			
% of Corridor w/3 or More VRU Crash Likelihood Factors Present	65% of the Corridor			
Top 15 SPIS Intersection	WEST VALLEY HWY N & 15TH ST NW HARVEY RD NE & 15TH ST NE SR 167-NORTH RAMP & 15TH ST NW			
Disadvantaged Community	100% of the Corridor			
Community Feedback	1 Comments			
Recommended Safety Countermeasures	<ul style="list-style-type: none"> - Fixed object/pole removal or relocation - Consider left turn channelization enhancement at intersections when possible - Construct new and continuous sidewalks through the corridor to eliminate gaps. - Lane narrowing - Widening sidewalks and/or creating buffers or barriers. - Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections - Prioritize pedestrian movements at signalized intersections - Access management with U-turns and driveway consolidation - Add Leading Pedestrian Intervals (LPI) at existing signalized intersections - Complete street lighting gaps. - Encourage safer driver behavior through camera speed enforcement, speed emphasis patrols/campaigns and/or education. 			

Source: City of Auburn and Fehr & Peers, 2024

Table 9: Safety Emphasis Corridor: A Street SE

Location	A Street SE: E Main Street to City Limits		
Total Crashes	565 Total Crashes		
KSI Crashes	22 KSI		
KSI Involvement	16 Vehicle KSI	1 Bicycle KSI	5 Pedestrian KSI
KSI Type	39% turning movement 18% vehicle going straight hits pedestrian 14% rear end		
KSI Circumstance	39% vehicle not granting right of way 18% speeding		
KSI Location	55% at an intersection or driveway		
Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present	3% of the Corridor		
% of Corridor w/3 or More VRU Crash Likelihood Factors Present	71% of the Corridor		
Top 15 SPIS Intersection	A ST SE & 3RD ST SE A ST SE & 41ST ST SE		
Disadvantaged Community	100% of the Corridor		
Community Feedback	12 Comments		
Recommended Safety Countermeasures	<ul style="list-style-type: none"> - Fixed object/pole removal or relocation. - Consider left turn channelization enhancement at intersections when possible - Construct new and continuous sidewalks through the corridor to eliminate gaps. - Install new traffic signals. - Lane narrowing - Widening sidewalks and/or creating buffers or barriers. - Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections. - Prioritize pedestrian movements at signalized intersections. - Access management with U-turns and driveway consolidation. - Add Leading Pedestrian Intervals (LPI) at existing signalized intersections. - Complete street lighting gaps. - Improve Neighborhood Greenway offset from A Street for bicycle facilities. - Encourage safer driver behavior through camera speed enforcement, speed emphasis patrols/campaigns and/or education. 		

Source: City of Auburn and Fehr & Peers, 2024

Table 10: Safety Emphasis Corridor: Harvey Road/M Street NE

Location	Harvey Road/M Street NE: Auburn Way North to Auburn Way South		
Total Crashes	282 Total Crashes		
KSI Crashes	8 KSI		
KSI Involvement	7 Vehicle KSI		1 Pedestrian KSI
KSI Type	25% fixed object 13% entering at angle		
KSI Circumstance	25% improper turning 25% under the influence 25% speeding		
KSI Location	75% at an intersection		
Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present	46% of the Corridor		
% of Corridor w/3 or More VRU Crash Likelihood Factors Present	13% of the Corridor		
Top 15 SPIS Intersection	HARVEY RD NE & 15TH ST NE M ST NE & 8TH ST NE		
Disadvantaged Community	85% of the Corridor		
Community Feedback	3 Comments		
Recommended Safety Countermeasures	<ul style="list-style-type: none"> - Fixed object/pole removal or relocation. - Consider left turn channelization enhancement at intersections when possible - Construct new and continuous sidewalks through the corridor to eliminate gaps. - Install new traffic signal. - Lane narrowing - Widening sidewalks and/or creating buffers or barriers. - Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections. - Prioritize pedestrian movements at signalized intersections. - Access management with U-turns and driveway consolidation. - Add Leading Pedestrian Intervals (LPI) at existing signalized intersections. - Complete street lighting gaps. - Encourage safer driver behavior through camera speed enforcement, DUI emphasis patrols/campaigns and/or education. 		

Source: City of Auburn and Fehr & Peers, 2024

Table 11: Safety Emphasis Corridor: Lea Hill Road SE

Location	Lea Hill Road SE: Harvey Rd NE to SE 312 th Way		
Total Crashes	288 Total Crashes		
KSI Crashes	9 KSI		
KSI Involvement	6 Vehicle KSI		3 Pedestrian KSI
KSI Type	33% vehicle going straight or turning hits pedestrian 22% entering at angle 11% fixed object		
KSI Circumstance	11% improper turning 22% did not grant right of way 22% speeding		
KSI Location	55% at an intersection		
Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present	4% of the Corridor		
% of Corridor w/3 or More VRU Crash Likelihood Factors Present	38% of the Corridor		
Top 15 SPIS Intersection	SE 312TH ST & 124TH AVE SE		
Disadvantaged Community	42% of the Corridor		
Community Feedback	9 Comments		
Recommended Safety Countermeasures	<ul style="list-style-type: none"> - Fixed object/pole removal or relocation. - Construct new and continuous sidewalks, trails, or bicycle facilities through the corridor to eliminate gaps. - Install roundabouts. - Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections. - Prioritize pedestrian movements at signalized intersections. - Access management with U-turns and driveway consolidation. - Add Leading Pedestrian Intervals (LPI) at existing signalized intersections. - Complete street lighting gaps. - Encourage safer driver behavior through camera speed enforcement, speed emphasis patrols/campaigns and/or education. 		

Source: City of Auburn and Fehr & Peers, 2024

Speed Reduction and Curve Treatment

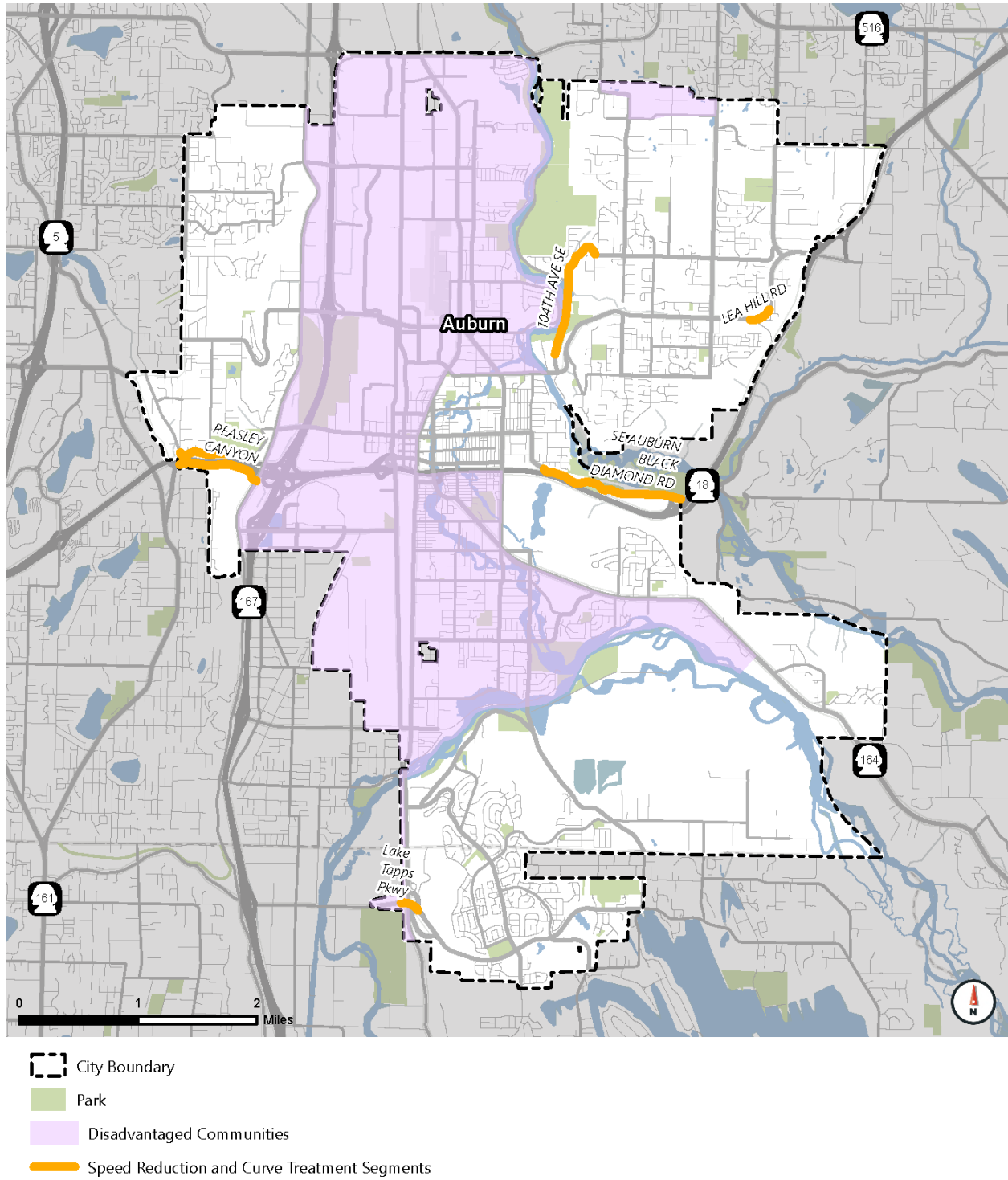
The final priority locations selected for Speed Reduction and Curve Treatment are shown in **Table 12** and **Figure 12**:

Table 12: Speed Reduction and Curve Treatment Locations

Location	Crash Likelihood Factor	Top Tier SPIS Intersection	% Disadvantaged Community	Public Feedback
S 331st Street/Mountain View Dr: 51st Ave S to W Valley Highway S	3	No	0%	No
Peasley Canyon Rd S: W Valley Highway S to City Limit	3	W Valley Hwy and Peasley Canyon Rd	0%	No
Lake Tapps Pkwy City Limits to Terrace View Dr SE	3	No	50%	Yes
SE Auburn Black Diamond Rd: T ST SE to City Limits	3	No	0%	Yes
Lea Hill Rd: SE 312 th Way to 132 nd Ave SE	3	No	0%	Yes
104 th Ave SE: SE 320 th St to SE 304 th St	3	No	0%	No

Source: Fehr & Peers, 2024

Figure 12: Speed Reduction and Curve Treatment Locations



Recommended countermeasures for these locations could include, but not limited to:

- Suggested Countermeasures¹⁰
- Speed indicator signs
 - Reduce posted speed limit
 - Median treatment
 - Raised intersections and raised pedestrian crossings
 - Chicanes and narrowed intersections
 - Right turn on red restrictions
 - Protected turns
 - New traffic signals
 - Roundabouts, mini roundabouts, traffic circles
 - Lighting
 - Refuge island and medians
 - Curb bulbs to reduce crossing distances
 - Lane narrowing
 - High friction surface treatment
 - Redesign intersection approaches to improve sight distances and improve intersection visibility on approaches
 - Road diet
 - Left-turn channelization
 - Install tubular (candlesticks) delineators
 - Removal/relocation of fixed objects
 - Install/revise curvature warning signage

Source: City of Auburn and Fehr & Peers, 2024

¹⁰ More detail and additional Countermeasures in Appendix B

Reconnecting Vulnerable Road Users: Filling in Auburn's Sidewalk and LTS Gaps

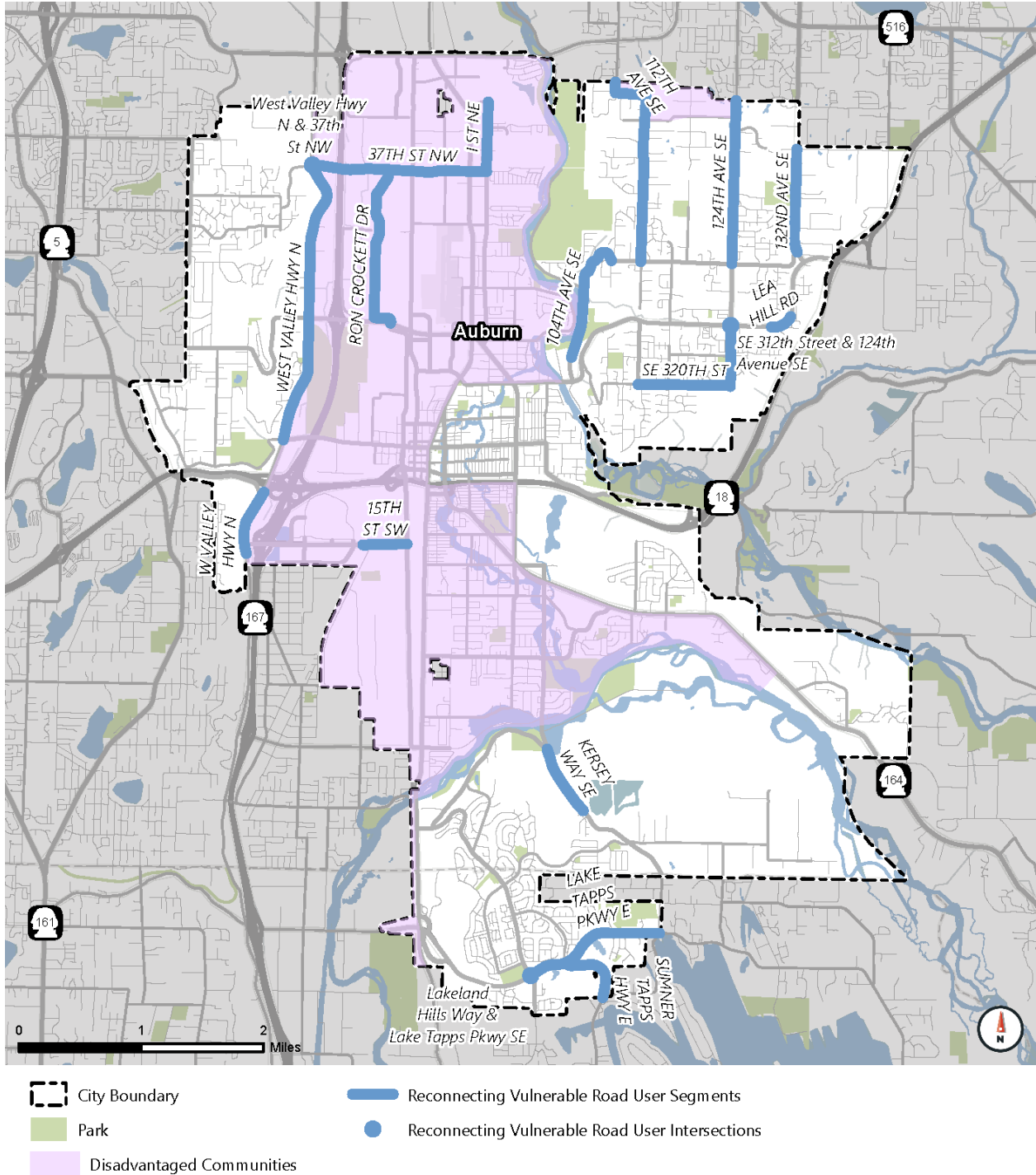
The final priority locations selected for Reconnecting Vulnerable Road Users are shown in **Table 13** and **Figure 13**.

Table 13: Reconnecting Vulnerable Road User Locations

Location	VRU Crash Likelihood Factor	Top Tier SPIS Intersection	Disadvantaged Community	Public Feedback
SE 312th Street at 124th Avenue SE	3	Yes	0%	Yes
Lakeland Hills Way SE at Lake Tapps Pkwy SE	3	No	0%	Yes
West Valley Hwy N at 37th St NW	3	No	100%	Yes
15th Street SW: Interurban Trail to C Street SW	3	No	100%	No
132nd Avenue SE: SE 304th Street to SE 288th Street	3	No	0%	Yes
37th Street NE/NW: I Street NE to West Valley Highway N	3	No	100%	Yes
W Valley Highway N: 37th Street NW to W Main Street	3	West Valley Hwy N & 15th St NW	100%	Yes
W Valley Highway N: SR18 to City Limits	3	West Valley Hwy S & Peasley Canyon Rd S	100%	No
I Street: 45 th Street NE to 37 th Street NE	3	No	100%	No
Lake Tapps Parkway: Lakeland Hills Way to City Limits	3	No	0%	Yes
Sumner Tapps Parkway: Lake Tapps Parkway to City Limits	3	No	0%	Yes
SE 320 th St: 112 th Ave SE to SE 319 th Pl	3	No	0%	Yes
Ron Crockett Dr: 15 th St NW to 37 th St NW	3	No	100%	Yes
112 th Ave SE: SE 304 th St to City Limits	3	No	25%	Yes
124 th Ave SE: SE 304 th St to City Limits	3	No	0%	Yes
124 th Ave SE: SE 320 th St to SE 312 th St	3	SE 312th St & 124th Ave SE	0%	Yes
Lea Hill Rd: SE 312 th Way to 132 nd Ave SE	3	No	0%	Yes
104 th Ave SE: SE 320 th St to SE 304 th St	3	No	0%	No
Kersey Way: White River Bridge to 50 th St SE	3	No	0%	Yes

Source: Fehr & Peers, 2024

Figure 13: Reconnecting Vulnerable Road User Locations



Recommended countermeasures for these locations could include, but not limited to:

- Suggested Countermeasures¹¹
- Reduce posted speed limit
 - Median treatment
 - Consolidate driveways
 - Speed cushions, raised crosswalks, and speed tables
 - Chicanes and narrowed intersections
 - Install delineators/flex posts
 - Right turn on red restrictions
 - Protected turns
 - Left-turn restrictions
 - Leading bike interval
 - Leading pedestrian interval
 - Additional pedestrian crossing time
 - Enhanced pedestrian crossings
 - Signal timing changes
 - Bicycle signals
 - New and/or widened sidewalks
 - ADA curb ramps
 - Roundabouts
 - Bike lanes and buffered bike lanes
 - Bicycle boulevards on low volume streets
 - Separate shared-use or bicycle path
 - Bike box
 - Lighting
 - Refuge island and medians
 - Shorten crossing distance including curb extension construction
 - Lane narrowing
 - Redesign intersection approaches to improve sight distances and improve intersection visibility on approaches
 - Road diet

Source: City of Auburn and Fehr & Peers, 2024

¹¹ More detail and additional Countermeasures in Appendix B

Citywide Street Lighting Improvements:

Streetlights help bring visual awareness to users of the roadway and can help reduce the incidence of crashes at specific locations. Setting street lighting guidelines can help provide illuminance lighting values for different street classifications. Minimum lighting levels should rise with street functional classification. Higher lighting levels are recommended at intersections and mid-block pedestrian crossings, and sometimes to supplement pedestrian scale lighting if it is determined that overhead lighting is inadequate.

Specific locations were identified in **Table 14** and the 2024 Local Road Safety Plan and have additional crash likelihood factors associated with them and/or KSIs¹²:

Table 14: Citywide Street Lighting Improvements

Location	Vehicle Crash Likelihood Factor	Top Tier SPIS Intersection	Disadvantaged Community	Public Feedback
15th Street NE (Auburn Way N to W Valley Hwy N)	3	West Valley Hwy N & 15th St NW SR 167-North Ramp & 15th St NW Harvey Rd NE & 15th St NE	100%	No
Oravetz Road (Joyce Ct SE to Kersey Way)	3	No	0%	Yes
Lake Tapps Parkway (Sumner Tapps to City Limits)	3	No	0%	Yes
Sumner Tapps Parkway (Lake Tapps Parkway to City Limits)	3	No	0%	No

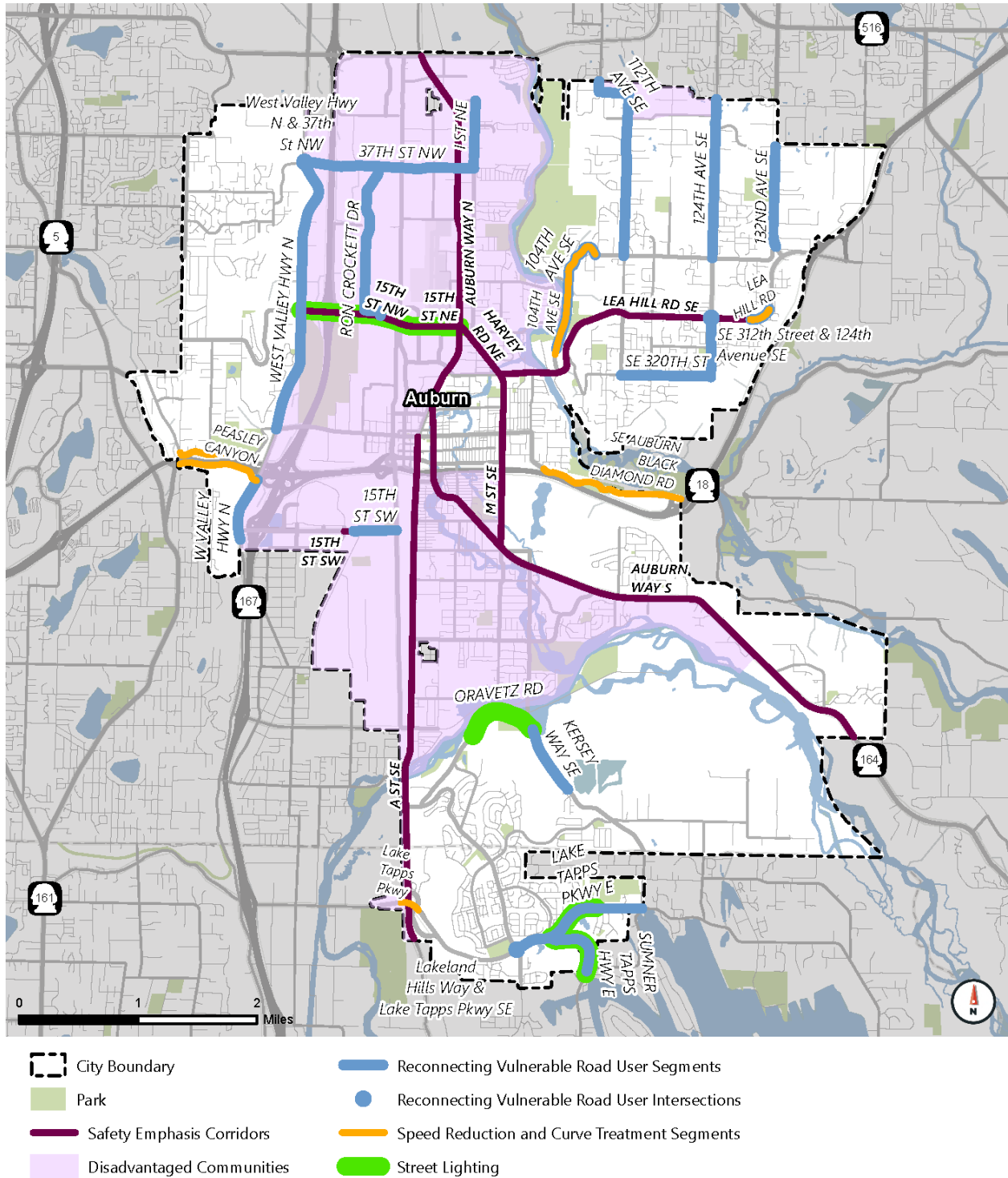
Source: Fehr & Peers, 2024

Final Priority Project Locations

Figure 14 shows the final priority project locations identified from steps 1 through 4. Additional engineering study is needed prior to permitting, design, and construction phases of any of the projects listed in this plan.

¹² These locations are not limited to these bullet points. All locations in the City are applicable. This is pulled from the 2024 Local Road Safety Plan.

Figure 14: Final Priority Project Locations



Chapter 5: Identify

This section presents safety countermeasures covering the Safe System elements that address the crash trends identified through the crash analysis process. This section also builds upon the work that Auburn has already done to prioritize safer roadway design through efforts such as project implementation, grant applications, maintenance activities, and adoption of planning documents that identify priorities and future projects. The focus on the Safe System Approach, along with the emphasis on equity, helps to provide alignment with the CSAP’s vision and goals, and sets Auburn up for success in recognition of emerging safety best practices.

Proven Safety Countermeasures

Engineering countermeasures are physical, infrastructure-based improvements that can be made to roadways to make them safer by design. Engineering countermeasures help address the Safe Roads and Safe Speeds elements of the Safe System Approach.

A toolbox of engineering countermeasures is included in **Appendix B**. Many of these countermeasures can help address the crash likelihood factors and crash trends included in the Analyze Chapter of this plan. Most of the countermeasures have been identified by FHWA as “Proven Safety Countermeasures” and can be advantageous for use in Highway Safety Improvement Program (HSIP) grant funding applications. There are also many effective safety countermeasures beyond those listed in FHWA, and several are included in this toolbox.

What You'll See in This Toolbox

The screenshot shows a card for the countermeasure "Rumble Strips". The card includes an icon of a road with rumble strips, a title, a detailed description, a cost field, a crash type field, and a CRF field. Callouts from the left point to these specific elements: Countermeasure icon, Countermeasure Title, Countermeasure Description, Cost (\$/\$\$/\$\$\$), Crash Type, and Crash Reduction Factor.

Countermeasure icon	COUNTERMEASURE Rumble Strips	Countermeasure Title
Countermeasure Description	<i>Rumble strips create noise and vibration inside the vehicle that alert a driver as they cross the center or edge line. Often this alert is strong enough to get the attention of a distracted or drowsy driver, who can quickly make a corrective steering action to return to the roadway safely. Rumble strips also alert drivers to the lane limits when conditions such as rain, fog, snow, or dust reduce driver visibility.</i>	Countermeasure Description
Cost (\$/\$\$/\$\$\$)	Cost: \$	
Crash Type	Crash Type: All	
Crash Reduction Factor	CRF: 15%	
	Other Reference Information FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads	

Safe System Action Plan

To supplement the CTP, Auburn has listed CSAP strategies to advance its safety goals and institutionalize safe system practices in its policies, programs, and operations. The safety action plan is organized into six core elements, including five aligned with the Safe System

Approach – safe users, safe roadways, safe vehicles, safe speeds, and post-crash care – and one additional category capturing planning and culture in **Table 15**. For every action anticipated responsible party, timeline, and cost is identified:

- **Near-term** actions are priorities within 1-3 years as staff resources allow;
- **Mid-term** actions are priorities within the following 4-7 years as staff resources allow; and
- **Long-term** actions are priorities beyond 7 years as staff resources allow.
- Several actions are identified as **Ongoing**, indicating that they are actions already underway in the City and anticipated to continue through continued investment.
- **\$** is low-cost and low staff resources;
- **\$\$** is medium cost at medium level of staff resources; and
- **\$\$\$** is the highest cost to implement and the highest level of staff resources.

Table 15 Safe System Action Plan Recommended Strategies

Element	Category	Action Items	Responsible Party	Cost	Time frame
Planning and Culture	Leadership and Commitment	Performance indicator monitoring: Implement a monitoring process to evaluate progress of safety performance indicators. Publicly share annual updates regarding implementation progress and performance indicators.	Public Works	\$	Near
		Safe System training: Develop and implement an ongoing Safe System training program as appropriate, focused on management and key staff in City departments whose work touches transportation.	Public Works HR	\$	Near
	Meaningful Engagement	Safety website: Expand the City's existing project website into a program website to inform the public about Auburn's safety program goals and progress and the effectiveness of implemented safety projects.	Public Works	\$	Near
		Materials in Title 6 Languages: Provide community engagement materials about traffic safety in Auburn's Title 6 residents whose first language is not English.	Public Works Office of Equity	\$	Mid
Data and Analysis	Auburn See-Click-Fix (SCF) System: Review the Auburn SCF process for reporting concerns to ensure effective tracking of requests for safety interventions. Establish a data-driven approach for evaluating the reports/requests.	Public Works	\$	On-going	

		Innovative data: Explore opportunities to better leverage the City’s existing data platforms, and research innovative data collection and analysis approaches, such as crowdsourcing or video detection data.	Public Works	\$\$\$	Long
		Data dashboard: Create and maintain a data dashboard and update schedule to provide regular progress updates on Safety implementation.	Public Works	\$	Near
Funding		Project evaluation framework: Develop a project evaluation framework that prioritizes funding based on KSI crash reduction opportunities, especially for under-resourced and underserved populations.	Public Works	\$\$	Mid
		Grant funding: Proactively pursue grant funding to implement projects from the Plan.	Public Works	\$	On-going
		Safety in transportation projects: Institutionalize safety considerations in all project types to systematically implement safety improvements. Develop and update the City's Transportation Improvement Program (TIP) to enhance safety benefits as funding allows.	Public Works	\$	On-going
Development Review		Safety impact assessment: Develop a process to conduct safety impact assessments of new land use developments to identify required or recommended safety improvements.	Public Works Community Development	\$\$	Long
Underserved communities		Underserved communities in plans and projects: Set goals based on project needs related to safety improvements for populations that have been traditionally under-resourced and underserved. Incorporate into project planning, design, implementation, and assessment.	Public Works	\$	Mid
		Community engagement: Continue to engage traditionally under-resourced and underserved communities in safety projects and programs by establishing a process of community engagement for Safety projects.	Public Works Office of Equity	\$	Mid
		Transportation Advisory Board (TAB) Feedback: Use the Transportation Advisory Board to help advise on safety project development and build relationships and trust with community leaders in under-resourced and underserved communities.	Public Works	\$	On-going

Safe Users	Education	<p>Improving road user behavior campaign: Focused outreach campaign and educational programs on the behaviors and target audiences most linked to fatalities and serious injuries, including improper turning, obeying traffic signs and signals, and high speeds. Leverage partnerships with community-based organizations and advocacy groups.</p>	Public Works Administration	\$\$	On-going
		<p>Motorcycle outreach and education: Facilitate outreach and educational opportunities for motorcycle riders and similar road users to encourage safe and informed riding. Collaborate with external partners to support a diversion program.</p>	Public Works Police	\$\$	Mid
		<p>SRTS Program: Continue to implement safe walking and biking curriculum to elementary schools and implement safe walking and bicycling curriculum to middle school students throughout Auburn.</p>	Public Works Parks	\$	On-going
		<p>Youth leadership: Develop targeted engagement for middle and high school students and families in traffic safety, with a focus on empowering youth leadership to promote safe transportation in their school communities.</p>	Public Works	\$\$	Mid
Safe Roadways	Crash Avoidance	<p>Educational Messaging at Safety Emphasis Corridors: Provide clear safety education messaging and public awareness along the Safety Emphasis Corridors to increase awareness among travelers.</p>	Public Works	\$	Mid
		<p>Bicycle network: Build LTS transportation facilities that provide high-quality, low-stress connections for people bicycling to key destinations, including schools, libraries, and community centers, supporting an age-friendly environment.</p>	Public Works	\$\$\$	On-going
		<p>Pedestrian network: Build sidewalk facilities that provide high-quality connections for people walking to key destinations.</p>	Public Works	\$\$\$	On-going
		<p>Priority safety projects: Review roadway design standards to integrate with the Safe System Roadway Design Hierarchy.</p>	Public Works	\$	On-going
	Speed Reduction	<p>Intersection design: Evaluate intersection design and control decisions in the planning or scoping stage of projects for opportunities to better prioritize using design and control strategies that separate users in time and space.</p>	Public Works	\$\$\$	On-going
	<p>Signal timing: Adopt signal timing policies that prioritize pedestrian safety.</p>	Public Works	\$\$	Mid	

		Maintenance: Prioritize routine maintenance of infrastructure on Safety Emphasis Corridors.	Public Works	\$	On-going
		Quick builds: Systematically apply low cost safety countermeasures Citywide, including through adoption of policies to streamline and expedite project delivery.	Public Works	\$\$	Mid
		Crosswalk policy: Develop a Citywide crosswalk practice to enhance safety of pedestrian crossings.	Public Works	\$	Mid
	Design and Operations	Design Standards and standard details: Update City design standards and standard details to include best practices in speed management, LTS standards (e.g., roadway geometries are designed for context-appropriate speeds).	Public Works	\$	Near
Safe Speeds	Enforcement	Photo Enforcement: Continue school zone photo enforcement and expand photo enforcement into more school zones and into non-school zones as allowed by state law and authorized by city council.	Police Public Works	\$	On-going
		Speed feedback signs: Develop and implement a program to install rotating speed feedback sign locations and ensure accuracy and maintenance of signage.	Police Public Works	\$\$	Mid
		Speed management plan: Develop a speed management plan with the goal of slowing vehicle speeds on the Safety Emphasis Corridors using tools such as speed limit reductions, traffic signal re-timing, installing traffic calming devices, and re-purposing travel lanes. The plan will include complementary tools like education and outreach and high visibility enforcement to slow speeds.	Public Works	\$\$	Mid
Safe Vehicles	Coordination	Vehicle Safety: Coordinate with other local, regional and state agencies to advocate for vehicle safety enhancements as well as technologies used in private automobile industry.	Public Works	\$	Mid
	Policies and Programs	Emerging Trends: Review, update, and maintain local ordinances regarding the appropriate use of emerging micromobility technologies such as e-scooters and e-bikes.	Public Works	\$	Mid
Post Crash Care	Crash Investigation	Crash reporting: Employ crash reporting practices that promote complete and accurate data collection and documentation of road user behavior and infrastructure.	Police	\$\$	Long

	<p>Data sharing: Share data across agencies and organizations, including first responders and hospitals, to develop a holistic understanding of the safety landscape and improve data accuracy to reduce the likelihood of crash underreporting.</p>	All	\$\$	Long
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Source: Fehr & Peers, 2024

Implementation Strategies

Implementation is a critical step in the CSAP process. Considerations for successful implementation include:

Oversight & Accountability – Forming an advisory committee force made up of stakeholders (such as Public Works and representatives from Police, Fire, Schools) and community members helps maintain sustained focus and success in implementing projects and actions identified in the CSAP. Such a committee would meet regularly to discuss delivery of projects, status of action items, and provide general support to advancing CSAP implementation.

Coordination & Partnerships – Providing regular updates on action plan progress and coordinating with agency partners (see Responsible Parties column in **Table 15**) helps create sustained support, creates opportunities to bundle safety projects or initiatives with other related ongoing efforts, and facilitates CSAP implementation.

Communication – Continued communication with stakeholders and community members in collaboration with the TAB builds trust and support for the City’s safety goals. These can be completed through strategies such as communication across diverse channels, publication of factsheets on action plan progress, and regular public conversation on the topic of safety.

Phasing & Sequencing – To see meaningful progress in road safety performance, sustained commitment and investment is needed.

- **Near-term** implementation efforts may focus on successful completion of ongoing safety efforts and lower-cost improvements that can be constructed within three years.
- **Mid-term** implementation goals may target larger and more comprehensive safety infrastructure projects and more complex programmatic efforts that require extensive cross-department collaboration.
- **Long-term** implementation goals may focus on initiating significant shifts in the City’s approach to planning and design to formalize the institutionalization of the Safe System Approach.

Funding – Funding can be a major hurdle to CSAP implementation. Staying up to date on relevant grant opportunities and proactively pursuing grant funding for the most competitive projects can aid in overcoming funding hurdles. Auburn can take advantage of a variety of regional, state, and federal funding sources to finance safety project planning, design, and construction. Funding (including required matches) and resources must be available from the City to provide a successful grant application. See **Table 16** for potential safety funding resources to consider.

Table 16 Safety Funding Sources

Funding Source	Program Purpose
Federal Sources	
Community Development Block Grant (CDBG) Program	The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Communities often use CDBG funds to construct and repair streets and sidewalks.
Safe Streets and Roads for All (SS4A) Grant Program	The Safe Streets & Roads for All (SS4A) grant program is a new Federal grant program established by the Bipartisan Infrastructure Law centered around the USDOT’s National Roadway Safety Strategy and its goal of zero deaths and serious injuries on America’s roadways. It will provide \$5 billion in grant funding over 5 years to implement safety projects.
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program supports surface transportation infrastructure projects that will improve safety; environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity including tourism, state of good repair, partnership and collaboration, and innovation.
State Sources	
Urban Sidewalk Program (USP)	The Urban Sidewalk Program (USP), ran by Transportation Improvement Board, is for counties with urban unincorporated areas and cities with a population greater than 5,000 and funds sidewalk projects.
Active Transportation Infrastructure Investment Program (ATIIP)	The Active Transportation Infrastructure Investment Program (ATIIP), funded by FHWA, will award planning and design grants and construction grants for eligible applicants to develop plans for active transportation networks and spines. A goal of both types of ATIIP grants is to integrate active transportation facilities with transit services, where available, to improve access to public transportation.
Urban Arterial Program (UAP)	Financed by the TIB, the Urban Arterial Program (UAP) funds projects in one of the following bands: Safety, Commercial Growth and Development, Mobility, and Physical Condition.

Active Transportation Program (ATP)	Financed by the TIB, the Active Transportation Program (ATP) provides funding to improve pedestrian and cyclist safety, enhanced pedestrian and cyclist mobility and connectivity, or improve the condition of existing facilities.
Complete Streets Program (CSP)	Financed by the TIB, the Complete Streets Program is a funding opportunity for cities and counties that have an adopted complete streets ordinance.
Pedestrian and Bicycle Program	WSDOT offers funding to improve the transportation system to enhance safety and mobility for people who choose to walk or bike. The purpose of the program is to eliminate pedestrian and bicyclist fatal and serious injury traffic crashes, increase the availability of connected pedestrian and bicycle facilities that provide low traffic stress and serve all ages and abilities, and increase the number of people that choose to walk and bike for transportation.
Safe Routes to School Program (SRTS)	The purpose of the Safe Routes to Schools Program (SRTS) offered by WSDOT is to improve safety and mobility for children by enabling and encouraging them to walk and bicycle to school. Funding from this program is for projects within two-miles of primary, middle, and high schools (K-12).
Highway Safety Improvement Program (HSIP)	The Highway Safety Improvement Program (HSIP) focuses on infrastructure projects with nationally recognized crash reduction factors (CRFs). Local HSIP projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported means.
Local and Regional Sources	
Transportation Impact Fees (TIF)	Auburn has an adopted transportation impact fee (TIF) program to facilitate transportation and promote economic well-being within the City. TIF funds can be spent on projects identified in the TIF rate study, which was derived from the City's previous CTP.

Source: Fehr & Peers, 2024

Evaluation Strategies

Ongoing safety program evaluation provides an indication of progress towards goals and can help inform future decision making about safety investments. Effective program evaluation includes:

Update the Plan Regularly – Update and track the CSAP every other year to assess whether new direction is needed as conditions within the City and regional change.

Identify Target Metrics and Measure Performance – Safety metrics for tracking include the following identified in **Table 17**:

Table 17: Target Performance Measures

<i>Performance Measure</i>	<i>Reporting Period</i>
Reduction in average annual KSI crashes.	Every two years
Reduction in average annual KSI crashes involving vulnerable road users.	Every two years
Reduction in average annual vulnerable road user crashes.	Every two years
Reduction in average annual fatalities.	Every two years
Reduction in average annual KSI crashes on the Safety Emphasis Corridors.	Every two years
Reduction in Intersection SPIS Score for Previously Identified Top 15 SPIS Intersections	Every two years

The target performance measures will be evaluated and reported with a Safety Report Card that will be included with action plan updates. The Safety Report Card will high successes and areas in need of additional attention and resources. The initial Safety Report Card is shown in **Table 18** below and includes the performance metrics for 2018-2022. Safety Report Cards included in future action plan updates will include a comparison of previous vs current metrics to evaluate performance measures and progress towards the safety goal. In addition, future Safety Report Cards will include a comparison of past to present SPIS scores for the top 15 SPIS scoring intersections.

Table 18: Initial Safety Report Card

<i>Performance Measure</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>Average</i>
KSI crashes	29	29	33	32	47	34
KSI crashes involving vulnerable road users	13	6	10	9	9	9
Vulnerable road user crashes	64	43	37	36	36	43
Fatalities	10	5	6	5	8	7
KSI crashes on the Safety Emphasis Corridors.	18	14	22	21	30	21

Source: WSDOT Crash Data 2018-2022; Fehr & Peers, 2024

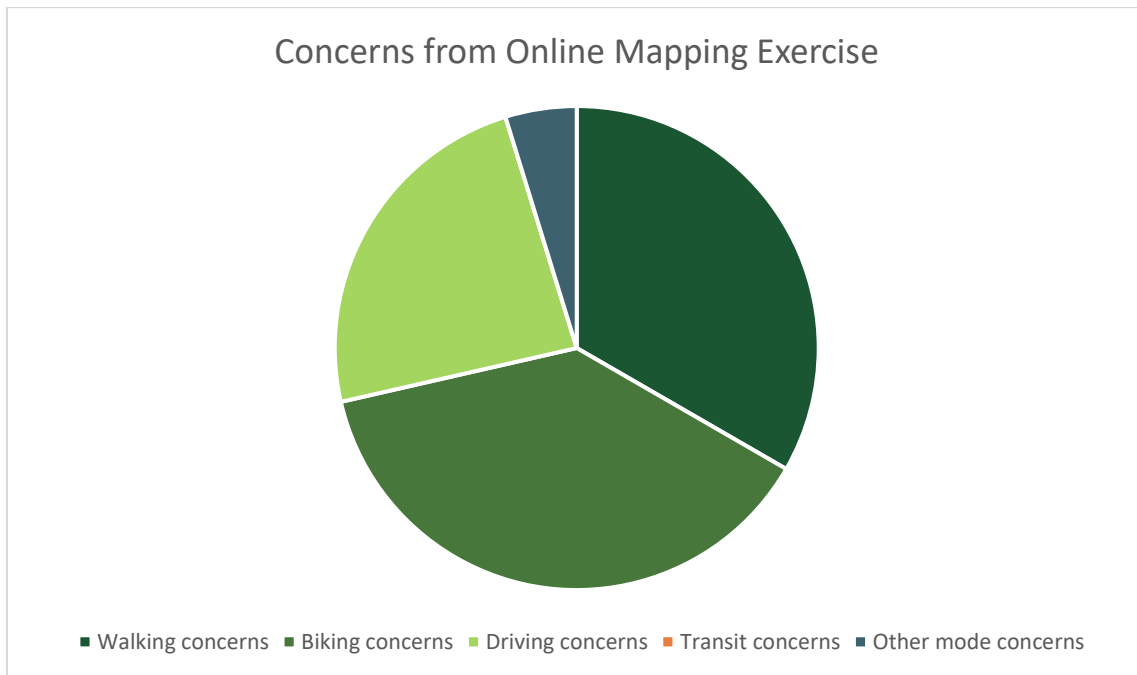
Stakeholder Engagement - To supplement quantitative measurement of performance targets, input from diverse partners is valuable in adapting the City's safety priorities as projects and programs are rolled out and conditions change.

Appendix A: Online Engagement Results

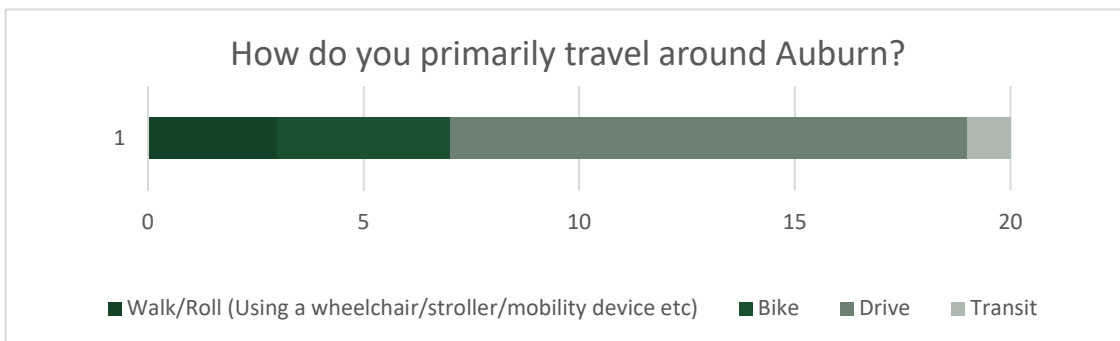
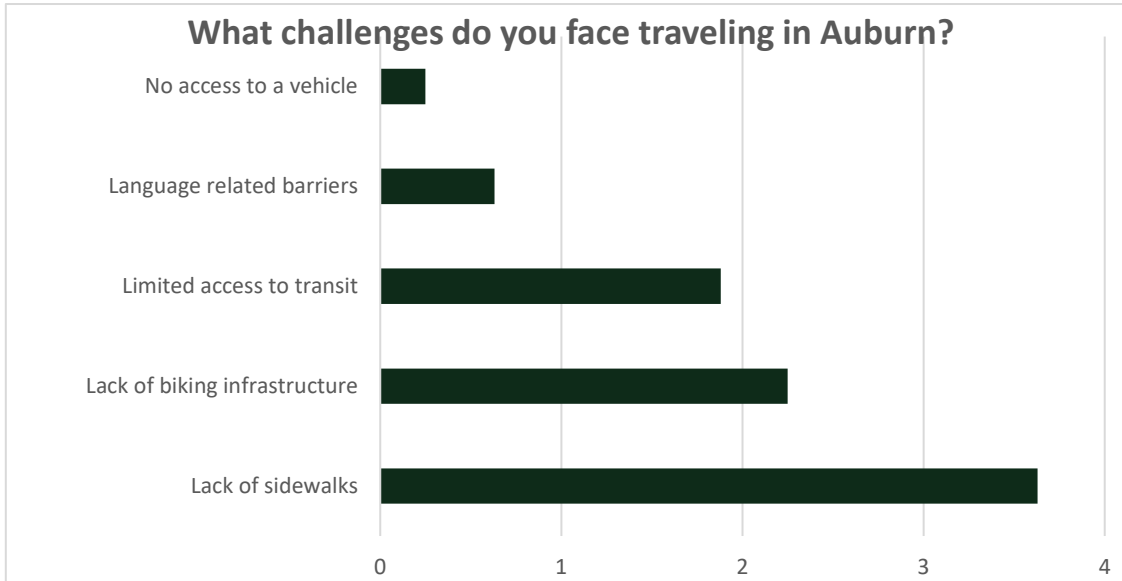
Auburn distributed an online survey to gather the community's input on transportation safety. Survey questions and a map were given to residents to provide feedback on both general challenges and specific locations. Both the map and survey were available online from February 23, 2024, to June 6, 2024. Overall, 33 responses were received. Respondents shared their priorities for roadway safety, including:

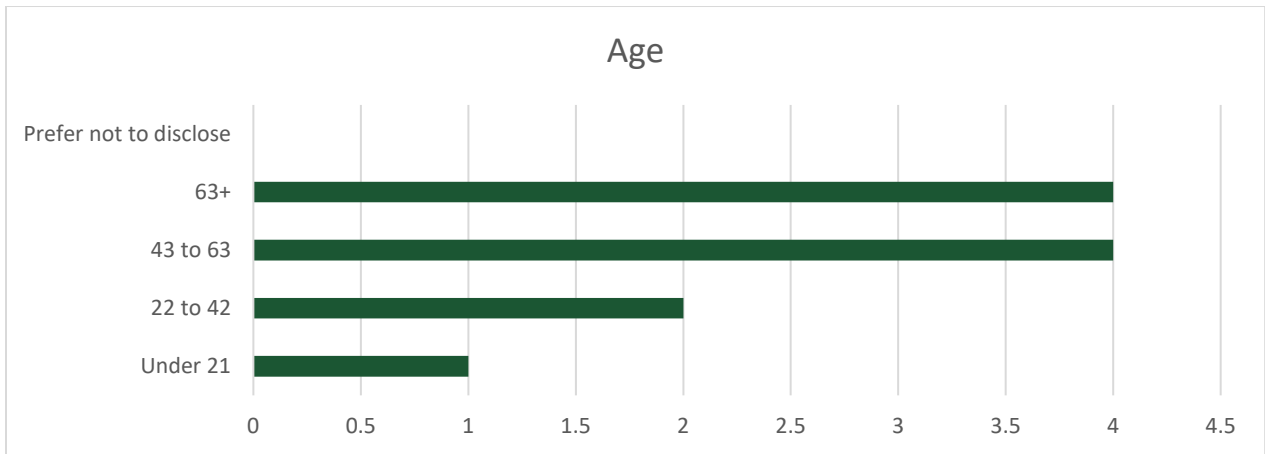
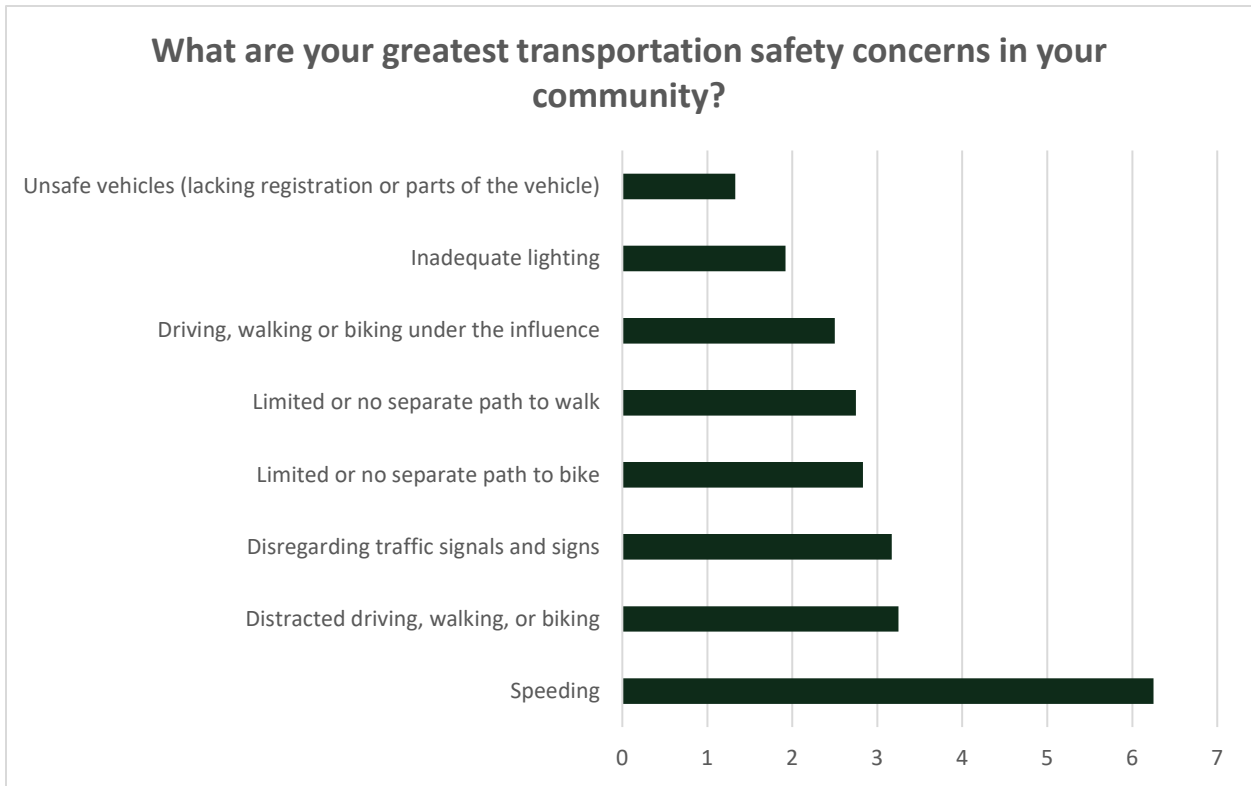
- Challenges faced in Auburn:
 - o Lack of Sidewalks
 - o Lack of bicycling infrastructure
 - o Limited access to transit
- Greatest transportation safety concerns:
 - o Speeding
 - o Distracted driving, walking, or bicycling
 - o Drivers disregarding traffic signals and signs

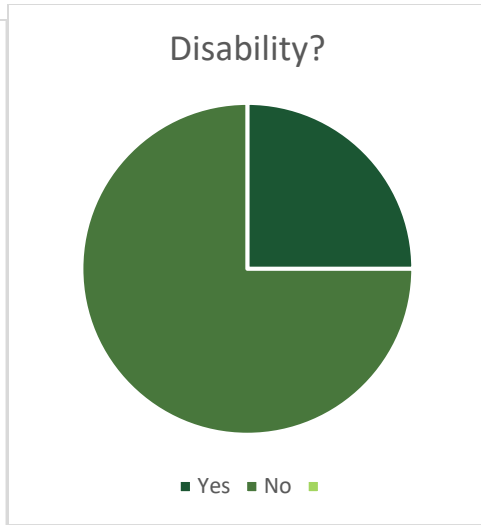
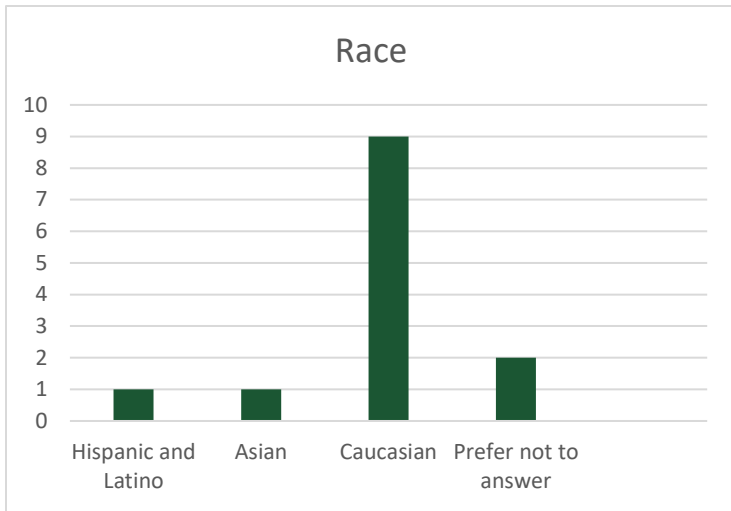
The below charts show the online mapping results:



The below charts show the online survey results:







Appendix B: SPIS Intersection Analysis

Table 19: SPIS Intersections

#	Intersection	Crash Frequency (2018-2022) ¹³	Volume Entering ¹⁴	# Of Fatalities ¹⁵	# Of Injuries ¹⁶	# Of Property Damage Only ¹⁷	SPIS Value ¹⁸
1	S 277TH ST & AUBURN WAY N	74	45,990	0	24	50	94.85
2	RIVERWALK DR SE & AUBURN WAY S	33	31,585	1	15	16	86.90
3	WEST VALLEY HWY N & 15TH ST NW	27	20,550	1	13	11	81.77
4	HARVEY RD NE & 15TH ST NE	51	34,150	0	19	30	81.35
5	DOGWOOD ST SE & AUBURN WAY S	29	28,069	1	12	16	81.28
6	SR 167-NORTH RAMP & 15TH ST NW	18	26,890	2	5	10	79.77
7	R ST SE & 21ST ST SE	47	29,244	0	16	30	75.96
8	WEST VALLEY HWY S & PEASLEY CANYON RD S	28	30,763	1	8	19	74.95
9	WEST VALLEY HWY S & SR 18-EAST RAMP	58	22,672	0	11	47	71.48
10	AUBURN WAY S & 6TH ST SE	38	34,940	0	13	25	69.09
11	SE 312TH ST & 124TH AVE SE	32	18,335	0	14	17	68.59
12	A ST SE & 3RD ST SE	42	30,310	0	12	29	68.57
13	AUBURN WAY N & 8TH ST NE	35	28,070	0	13	21	68.02
14	A ST SE & 41ST ST SE	50	39,093	0	10	37	67.42
15	M ST SE & AUBURN WAY S	30	41,631	0	15	14	67.1

¹³ Within a distance of 100 feet from the intersection. This analysis used 8 or more crashes at an intersection to be included in the table. The number of injuries, fatalities, and property damage only crashes will not necessarily equal the number of total crashes.

¹⁴ Count based on 2022, 2020, or 2019 TMC Data from the City of Auburn SPIS Data sheets

¹⁵ Within a distance of 100 feet from the intersection.

¹⁶ Within a distance of 100 feet from the intersection.

¹⁷ Within a distance of 100 feet from the intersection.

¹⁸ SPIS value is determined by adding the crash frequency, rate, and severity indicator values together.

#	Intersection	Crash Frequency (2018-2022) ¹³	Volume Entering ¹⁴	# Of Fatalities ¹⁵	# Of Injuries ¹⁶	# Of Property Damage Only ¹⁷	SPIS Value ¹⁸
16	A ST SE & 29TH ST SE	20	27,996	1	6	13	66.55
17	SE 320TH ST & 104TH PL SE	19	22,040	1	4	14	65.40
18	15TH ST NE & D ST NE	26	25,000	0	13	12	65.09
19	AUBURN WAY N & 37TH ST NE	25	25,040	0	13	12	64.90
20	SE 320TH ST & 104TH AVE SE	17	15,930	1	4	12	64.74
21	M ST NE & 8TH ST NE	34	10,029	0	11	22	64.72
22	AUBURN WAY N & 22ND ST NE	33	24,820	0	11	22	64.57
23	LAKELAND HILLS WAY SE & A ST SE	28	30,742	0	12	16	64.45
24	A ST SE & 6TH ST SE	20	29,580	1	5	14	64.39
25	LEA HILL RD SE & 104TH AVE SE	17	22,921	1	4	12	62.73
26	AUBURN WAY S & ACADEMY DR SE	12	16,754	1	5	5	61.19
27	E MAIN ST & AUBURN WAY N	23	19,220	0	11	12	61.17
28	M ST SE & 12TH ST SE	19	10,460	0	12	7	61.09
29	A ST NE & 15TH ST NE	27	16,100	0	10	14	60.60
30	R ST SE & 29TH ST SE	25	18,928	0	10	15	60.40
31	S 277TH ST & FRONTAGE RD	24	30,260	0	10	14	58.84
32	GREEN RIVER RD SE & 104TH AVE SE	20	9,859	0	10	10	58.50
33	I ST NE & HARVEY RD NE	20	5,570	0	10	9	58.34
34	AUBURN WAY S & 12TH ST SE	23	26,395	0	9	14	58.11
35	AUBURN WAY S & 2ND ST SE	19	25,958	0	11	8	57.43
36	M ST SE & 29TH ST SE	23	12,386	0	8	15	56.67
37	A ST SE & 17TH ST SE	23	30,440	0	9	12	56.06
38	F ST SE & 21ST ST SE	21	4,790	0	8	13	55.90
39	F ST SE & AUBURN WAY S	20	26,249	0	9	11	55.33
40	M ST SE & E MAIN ST	24	25,272	0	7	15	55.21
41	S 277TH ST & B ST NW	19	10,410	0	8	11	55.09
42	A ST SE & 21ST ST SE	24	29,244	0	7	17	54.75
43	R ST SE & 33RD ST SE	18	17,971	0	8	10	54.67

#	Intersection	Crash Frequency (2018-2022) ¹³	Volume Entering ¹⁴	# Of Fatalities ¹⁵	# Of Injuries ¹⁶	# Of Property Damage Only ¹⁷	SPIS Value ¹⁸
44	TERRACE VIEW DR SE & EAST VALLEY HWY E	15	17,870	0	9	6	54.30
45	A ST SE & 37TH ST SE	19	30,050	0	10	8	54.01
46	C ST NW & 15TH ST NW	24	31,700	0	7	17	53.79
47	AUBURN WAY S & 4TH ST SE	22	23,740	0	6	16	53.29
48	AUBURN WAY N & 4TH ST NE	18	7,730	0	7	11	53.17
49	EAST VALLEY HWY E & EAST VALLEY ACCESS RD	15	17,200	0	8	6	53.09
50	SE 284TH ST & 124TH AVE SE	14	8,630	0	8	5	52.66
51	INDUSTRY DR SW & 15TH ST SW	17	19,687	0	7	10	52.56
52	AUBURN WAY S & 17TH ST SE	9	20,790	1	4	4	52.00
53	SE 312TH ST & 116TH AVE SE	19	19,260	0	6	12	51.93
54	LAKELAND HILLS WAY SE & LAKE TAPPS PKWY SE	17	28,048	0	9	8	51.31
55	SE 304TH ST & 124TH AVE SE	17	13,728	0	6	11	51.24
56	S DIVISION ST & 3RD ST SE	17	7,570	0	6	11	51.24
57	C ST SW & 15TH ST SW	16	13,630	0	6	10	50.78
58	AUBURN WAY N & 17TH ST NE	13	11,330	0	7	5	50.65
59	M ST SE & 21ST ST SE	15	10,067	0	6	8	50.15
60	SR 167-SOUTH RAMP & 15TH ST SW	20	24,658	0	5	15	50.08
61	R ST NE & 8TH ST NE	20	19,590	0	4	16	49.50
62	M ST NW & 15TH ST NW	10	26,478	1	3	6	49.50
63	HEMLOCK ST SE & AUBURN WAY S	13	12,000	0	6	6	49.15
64	SR 18-WEST & AUBURN WAY S	23	27,560	0	3	20	48.59
65	A ST NE & 14TH ST NW	14	5,317	0	5	9	48.33
66	D ST NE & 10TH ST NE	12	15,220	0	6	6	47.51
67	D ST SE & AUBURN WAY S	20	27,071	0	4	16	47.46
68	SR 18-EAST & AUBURN WAY S	24	34,940	0	3	21	46.62
69	SE 288TH ST & 132ND AVE SE	11	8,808	0	5	5	46.55
70	W MAIN ST & C ST NW	16	8,000	0	3	13	46.28

#	Intersection	Crash Frequency (2018-2022) ¹³	Volume Entering ¹⁴	# Of Fatalities ¹⁵	# Of Injuries ¹⁶	# Of Property Damage Only ¹⁷	SPIS Value ¹⁸
71	AUBURN WAY N & 15TH ST NE	17	34,150	0	7	10	45.94
72	W MAIN ST & MOUNTAIN VIEW DR SW	10	13,180	0	6	4	45.89
73	S 277TH ST & D ST NW	18	29,770	0	5	13	45.71
74	SE 304TH ST & 112TH AVE SE	16	25,520	0	5	11	45.26
75	STUCK RIVER DR SE & R ST SE	12	13,080	0	3	9	44.28
76	LEA HILL RD SE & 112TH AVE SE	8	9,760	0	5	3	43.98
77	AUBURN WAY N & 1ST ST NE	9	7,084	0	4	5	43.97
78	D ST SE & 37TH ST SE	11	10,720	0	3	8	43.72
79	AUBURN WAY N & 30TH ST NE	14	23,610	0	5	8	43.47
80	A ST SE & 2ND ST SE	8	22,172	1	0	7	43.12
81	WEST VALLEY HWY S & SR 18-WEST RAMP	10	8,740	0	3	7	43.11
82	WEST VALLEY HWY S & 15TH ST SW	18	25,916	0	2	15	42.71
83	A ST NE & 10TH ST NE	8	10,897	0	5	3	42.66
84	AUBURN WAY N & 45TH ST NE	10	11,550	0	3	5	42.64
85	AUBURN AVE & 2ND ST NE	12	11,460	0	2	9	42.61
86	S 277TH ST & L ST NE	11	15,650	0	4	7	42.57
87	WEST VALLEY HWY N & 37TH ST NW	11	16,520	0	4	7	41.92
88	I ST NE & 14TH ST NE	9	10,878	0	3	6	41.79
89	I ST NE & 22ND ST NE	13	21,664	0	4	9	41.77
90	C ST SW & 8TH ST SW	10	16,266	0	4	6	40.36
91	A ST SE & 7TH ST SE	8	9,050	0	2	6	40.28
92	SE 284TH ST & 112TH AVE SE	10	21,480	0	6	4	40.01
93	AUBURN WAY N & 12TH ST NE	8	14,130	0	4	3	37.87
94	SE 281ST ST & 108TH AVE SE	10	22,900	0	5	5	37.75
95	LEA HILL RD SE & 105TH PL SE	8	5,970	0	0	8	37.28

#	Intersection	Crash Frequency (2018-2022) ¹³	Volume Entering ¹⁴	# Of Fatalities ¹⁵	# Of Injuries ¹⁶	# Of Property Damage Only ¹⁷	SPIS Value ¹⁸
96	S 292ND ST & 37TH ST NW	11	24,550	0	4	7	37.15
97	PERIMETER RD SW & 15TH ST SW	8	10,540	0	0	8	35.56
98	AUBURN WAY N & 49TH ST NE	10	21,480	0	3	7	35.51
99	S 277TH ST & D ST NE	10	19,260	0	2	7	35.16
100	C ST NW & 3RD ST NW	13	34,200	0	3	10	34.78
101	S 288TH ST & 55TH AVE S	10	29,770	0	5	4	34.42
102	I ST NW & 37TH ST NW	8	17,326	0	3	5	34.08
103	A ST SE & 44TH ST SE	12	32,032	0	3	9	34.07
104	M ST SE & 4TH ST SE	9	24,282	0	4	5	33.63
105	A ST SE & 12TH ST SE	12	29,330	0	2	10	33.63
106	HARVEY RD NE & 10TH ST NE	10	24,950	0	2	7	32.05
107	S 296TH ST & 51ST AVE S	9	25,164	0	3	6	31.70
108	HENRY RD NE & 8TH ST NE	9	26,780	0	2	6	29.29
109	S 304TH ST & 51ST AVE S	8	28,770	0	3	5	27.99
110	AUBURN WAY N & 28TH ST NE	9	34,996	0	1	7	24.57

Source: WSDOT Crash Data 2018-2022; City of Auburn Volume Data 2018-2022; Fehr & Peers, 2024

Appendix C: Countermeasure Toolbox

Countermeasure Toolbox


Summary

This Toolbox presents 43 safety countermeasures applicable in different roadway contexts.

Many of the countermeasures have an associated Crash Reduction Factor (CRF) and crash type (i.e., all modes, bicycle and pedestrian crashes only, etc.). The higher the CRF (1 being the highest), the greater the expected reduction in crashes. Countermeasures that are not proven by FHWA are scored on a “low-medium-high” research availability scale based on proven safety studies. The higher the rating, the greater the availability of rigorous research demonstrating proven safety benefits.

What You’ll See in This Toolbox

COUNTERMEASURE



CountermeasureIcon

Rumble Strips

CountermeasureTitle

CountermeasureDescription

Rumble strips create noise and vibration inside the vehicle that alert a driver as they cross the center or edge line. Often this alert is strong enough to get the attention of a distracted or drowsy driver, who can quickly make a corrective steering action to return to the roadway safely. Rumble strips also alert drivers to the lane limits when conditions such as rain, fog, snow, or dust reduce driver visibility.

Cost (\$ / \$\$ / \$\$\$)

Cost: \$

Crash Type

Crash Type: All

CrashReductionFactor

CRF: 15%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

Index of Countermeasures

BIKEWAYS

- *Bicycle Crossing (Solid Green Paint)*
- *Bicycle Ramp*
- *Bicycle Signal/Exclusive Bike Phase*
- *Bike Box*
- *Bike Detection*
- *Bike-Friendly Drain*
- *Bike Lane*
- *Extend Bike Lane to Intersection*
- *Floating Transit Island*
- *Green Conflict Striping*
- *Separated Bikeway*
- *Mixing Zone*
- *Parking Buffer*
- *Shared Sidewalk Sign*
- *Two-Stage Turn Queue Bike Box*
- *Extend Green Time For Bikes*
- *Bicycles May Use Full Lane Sign*

INTERSECTIONS & ROADWAYS

- *Rumble Strips*
- *All-Way Stop Control*
- *Centerline Hardening*

- *Close Slip Lane*
- *Directional Median Openings to Restrict Left Turns*
- *Improved Pavement Friction*
- *Safety Edge*
- *Guardrail*
- *Median Barrier*
- *Roundabout*
- *Signal*
- *Superelevation at Horizontal Curve Locations*
- *Intersection Reconstruction and Tightening*
- *Lane Narrowing*
- *Left Turn Enhanced Daylighting/Slow Turn Wedge*
- *Paint and Plastic Median*
- *Paint and Plastic Mini Circle*
- *Partial Closure/Diverter*
- *Protected Intersection*
- *Raised Crosswalk*
- *Raised Intersection*
- *Raised Median*
- *Refuge Island*
- *Reduced Left-Turn Conflict*

Intersection

- *Right Turn Slip Lane*
- *Road Diet*
- *Speed Hump or Speed Table*
- *Splitter Island*
- *Straighten Crosswalk*
- *Widen/Pave Shoulder*

OTHER

- *Back-In Angled Parking*
- *Access Management/Close Driveway*
- *Intersection Lighting*
- *Segment Lighting*
- *Create or Increase Clear Zone*
- *Curbside Management*
- *Far-Side Bus Stop*
- *Delineators, Reflectors, and/or Object Markers*
- *Impact Attenuators*
- *Median Guardrail*
- *Speed Limit Reduction*
- *Relocate/Select Hazardous Utility Poles*
- *Remove Obstructions For Sightlines*

- Upgrade Lighting to LED
- Red Light Camera

PEDESTRIAN FACILITIES

- Audible Push Button Upgrade
- Add Sidewalk
- Install/Upgrade Pedestrian Crossing at Uncontrolled Locations (Signs and Markings Only)
- Co-Locate Bus Stops and Pedestrian Crossings
- Curb Extensions
- Extended Time Pushbutton
- High-Visibility Crosswalk
- Pedestrian Countdown Timer
- Pedestrian Hybrid Beacon
- Landscape Buffer
- Leading Pedestrian Interval and Pedestrian Recall
- Pedestrian Detection
- Remove Crossing Prohibition
- Restripe Crosswalk
- Upgrade Curb Ramp
- Widen Sidewalk
- Rectangular Rapid Flashing Beacon

SIGNALS

- Retroreflective Tape on Signals
- Supplemental Signal Heads

- Advanced Dilemma Zone Detection
- Extend Pedestrian Crossing Time
- Extend Yellow and All Red Time
- Flashing Yellow Turn Phase
- Pedestrian Scramble
- Prohibit Left Turn
- Prohibit Turns During Pedestrian Phase
- Protected Left Turns
- Prohibit Right-Turn-on-Red
- Separate Right-Turn Phasing
- Shorten Cycle Length
- Signal Interconnectivity and Coordination / Green Wave
- Speed Sensitive Rest in Red Signal
- Upgrade Signal Head

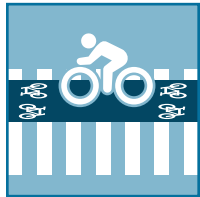
SIGNING & STRIPING

- Advance Stop Bar
- Advance Yield Markings
- Curve Advance Warning Sign
- Flashing Beacon as Advance Warning
- Chevron Signs on Horizontal Curves
- LED-Enhanced Sign
- Painted Centerline and Raised Pavement Markers at Curves on Residential Streets
- Speed Feedback Sign
- Speed Legends on Pavement at Neighborhood Entries

- Striping Through Intersection
- Time-Based Turn Restriction
- Upgrade Intersection Pavement Markings
- Upgrade Signs with Fluorescent Sheeting
- Upgrade Striping
- Upgrade to Larger Warning Signs
- Wayfinding
- Yield To Pedestrians Sign

NON-ENGINEERING

- Improve Crash Data Collection
- Bicycle Safety Education Events
- Youth Education
- Education Campaigns for Vulnerable Groups
- Pilot Demonstration Safety Projects
- Public Information Campaigns
- Keep Roadways Clear of Debris
- Safe Routes to School
- Update City Policies and Standards
- Neighborhood Slow Zones
- Targeted Enforcement and Deterrence

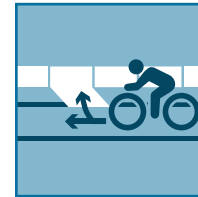
BIKEWAYS


Bicycle Crossing (Solid Green Paint)

Solid green paint across an intersection that signifies the path of the bicycle crossing. Increases visibility and safety of bicyclists traveling through an intersection.

Cost: \$

*Low Cost / Quick Build
alternative available*

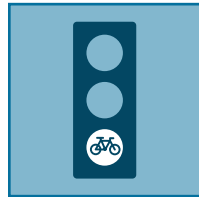
BIKEWAYS


Bicycle Ramp

Connects bicyclists from the road to the sidewalk or a shared use path.

Cost: \$

BIKEWAYS

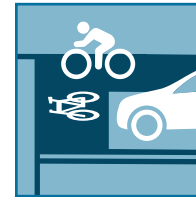


Bicycle Signal/Exclusive Bike Phase

A traffic signal directing bicycle traffic across an intersection. Separates bicycle movements from conflicting motor vehicle, streetcar, light rail, or pedestrian movements. May be applicable for Class IV facilities when the bikeway is brought up to the intersection.

Cost: \$\$\$

BIKEWAYS



Bike Box

A designated area at the head of a traffic lane at a signalized intersection that provides bicyclists with a safe and visible way to get ahead of queuing traffic during the red signal phase.

Cost: \$
 Low Cost / Quick Build alternative available

Crash Type: All

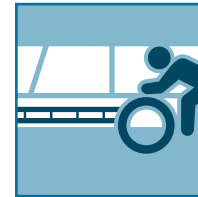
CRF: 15%

BIKEWAYS


Bike Detection

Bike detection is used at signalized intersections, either through use of push-buttons, in-pavement loops, or by video or infrared cameras, to call a green light for bicyclists and reduce delay for bicycle travel. Discourages red light running by bicyclists and increases convenience of bicycling.

Cost: \$\$

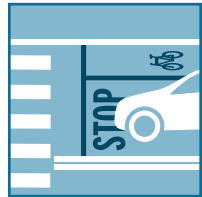
BIKEWAYS


Bike-Friendly Drain

Bike friendly drains avoid placing grating in the right-of-way that may pose a hazard to bicyclists by increasing their risk of falling.

Cost: \$\$

BIKEWAYS



Bike Lane

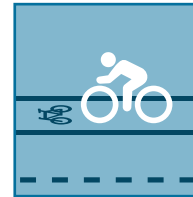
A bike lane provides dedicated street space, typically adjacent to outer vehicle travel lanes, with designated lane markings, pavement legends, and signage. Bike lanes improve safety by reducing conflicts between bicycles and vehicles on the road and by creating a road-narrowing effect with buffers or vertical barriers, which may reduce vehicle speeds.

Cost: **\$\$**
Low Cost / Quick Build alternative available

Crash Type: **Ped and Bike**

CRF: **35%**

BIKEWAYS



Extend Bike Lane to Intersection

In locations where a bike lane is dropped due to the addition of a right turn pocket, the intersection approach may be restriped to allow for bicyclists to move to the left side of right turning vehicles ahead of reaching the intersection.

Cost: **\$**
Low Cost / Quick Build alternative available

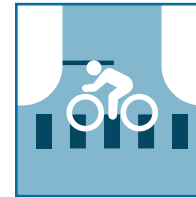
BIKEWAYS


Floating Transit Island

An in-street transit boarding island is used in conjunction with a Class IV bike facility, separating transit traffic from bicycle traffic, reducing conflict between the two modes, and lowering the risk of collision.

Cost: **\$\$**

*Low Cost / Quick Build
alternative available*

BIKEWAYS


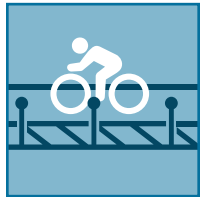
Green Conflict Striping

Green conflict striping is green markings painted in a dashed pattern on bike lanes approaching an intersection and/or going through an intersection. Green conflict striping improves safety by increasing the visibility bicyclists and identifying potential conflict points so bicyclists and motorists use caution when traveling toward and through an intersection.

Cost: **\$**

*Low Cost / Quick Build
alternative available*

BIKEWAYS



Separated Bikeway

A separated bikeway provides dedicated street space, typically adjacent to outer vehicle travel lanes, with physical separation from vehicle traffic, designated lane markings, pavement legends, and signage. Physical separation may consist of plastic posts, parked vehicles, or a curb. Separated bikeways improve safety by reducing conflicts between bicycles and vehicles on the road and by creating a road-narrowing effect with buffers or vertical barriers, which may reduce vehicle speeds. A raised barrier of plastic posts and painted pavement is a low-Cost:/quick build option.

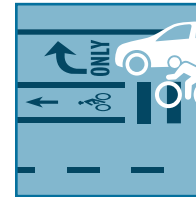
Cost: \$\$\$

*Low Cost / Quick Build
alternative available*

Crash Type: **Ped and Bike**

CRF: **45%**

BIKEWAYS

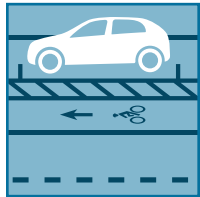


Mixing Zone

Places a suggested bike lane within the inside portion of a dedicated motor vehicle turn lane. Lane markings delineate space for bicyclists and motorists within the same lane and indicate the intended path for bicyclists to reduce conflict with turning motor vehicles.

Cost: \$

*Low Cost / Quick Build
alternative available*

BIKEWAYS


Parking Buffer

Pavement markings denoting door zone of parked vehicles to help bicyclists maintain safe positioning on the roadway.

Cost: \$

*Low Cost / Quick Build
alternative available*

BIKEWAYS


Shared Sidewalk Sign

Signs communicate to pedestrians that bicyclists may also use the sidewalk and that bicyclists must yield to pedestrians. Cost: \$

*Low Cost / Quick Build
alternative available*

BIKEWAYS



Two-Stage Turn Queue Bike Box

This roadway treatment provides bicyclists with a means of safely making a left turn at a multi-lane signalized intersection from a bike lane or cycle track on the far right side of the roadway. In this way, bicyclists are protected from the flow of traffic while waiting to turn. Usage could be mirrored for right-turns from a one-way street with a left-side bikeway.

Cost: \$
Low Cost / Quick Build alternative available

BIKEWAYS



Extend Green Time For Bikes

Prolongs the green phase when bicyclists are present to provide additional time for bicyclists to clear the intersection. Can occur automatically in the signal phasing or when prompted with bicycle detection. Topography should be considered in clearance time.

Cost: \$

Crash Type: All

CRF: 15%

BIKEWAYS

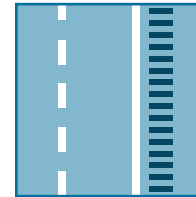

Bicycles May Use Full Lane Sign

A sign placed on roads with lanes that are too narrow to allow safe side-by-side passing to indicate that bicyclists may occupy the full lane. This discourages unsafe passing by motorists.

Cost: \$
Low Cost / Quick Build alternative available

Crash Type: All

CRF: 15%

INTERSECTIONS & ROADWAYS


Rumble Strips

Rumble strips create noise and vibration inside the vehicle that alert a driver as they cross the center or edge line. Often this alert is strong enough to get the attention of a distracted or drowsy driver, who can quickly make a corrective steering action to return to the roadway safely. Rumble strips also alert drivers to the lane limits when conditions such as rain, fog, snow, or dust reduce driver visibility.

Cost: \$

Crash Type: All

CRF: 15-20%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

INTERSECTIONS & ROADWAYS



All-Way Stop Control

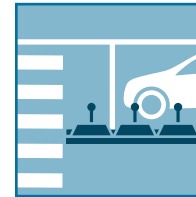
An all-way stop-controlled intersection requires all vehicles to stop before crossing the intersection. An all-way stop controlled intersection improves safety by removing the need for motorists, bicyclists, and pedestrians on a side-street stop-controlled intersection to cross free-flowing lanes of traffic, which reduces the risk of collision. An “ALL WAY” sign should be placed under the octagonal stop sign at all-way stop-controlled intersections as required by the California Manual on Uniform Traffic Control Devices (MUTCD).

Cost: \$

Crash Type: All

CRF: 50%

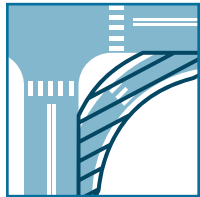
INTERSECTIONS & ROADWAYS



Centerline Hardening

Centerline hardening is a technique to make intersections safer for pedestrians by encouraging drivers to make left turns at slower speeds.

Cost: \$
Low Cost / Quick Build
alternative available

INTERSECTIONS & ROADWAYS


Close Slip Lane

Modifies the corner of an intersection to remove the sweeping right turn lane for vehicles. Results in shorter crossings for pedestrians, reduced speed for turning vehicles, better sight lines, and space for landscaping and other amenities.

Cost: \$\$\$

Crash Type: All

CRF: 30%

INTERSECTIONS & ROADWAYS


Directional Median Openings to Restrict Left Turns

A directional median opening restricts specific turning movements, such as allowing a left-turn from a major street but not from a minor street. A directional median opening to restrict left turn improves safety by reducing the number of conflict points.

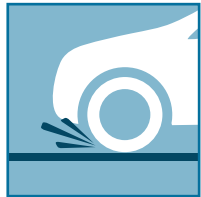
Cost: \$\$

Low Cost / Quick Build alternative available

Crash Type: All

CRF: 50%

INTERSECTIONS & ROADWAYS



Improved Pavement Friction

A roadway must have an appropriate level of pavement friction to ensure that drivers are able to keep their vehicles safely in the lane. Poor pavement conditions, especially wet pavement, have been identified as one of the major contributing factors in roadway departure crashes. When a pavement surface is wet, the level of pavement friction is reduced, and this may lead to skidding or hydroplaning. Pavement friction is critical for changing vehicle direction and ensuring the vehicle remains in its lane. Traditional friction courses or high friction surface treatments should be considered for curves with numerous wet weather crashes or severe curves with higher operating speeds.

Cost: \$\$
Crash Type: All

CRF: 55%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

INTERSECTIONS & ROADWAYS



Safety Edge

When a vehicle leaves the traveled way and encounters a pavement-shoulder drop-off, it can be difficult for the driver to return safely to the roadway. A safety edge is a treatment intended to minimize drop-off-related crashes. With this treatment, the shoulder pavement edge is sloped at an angle (30-35 degrees) to make it easier for a driver to safely reenter the roadway after inadvertently driving onto the shoulder. This treatment is designed to be a standard policy for any overlay project.

Cost: \$

Crash Type: All

CRF: 8-15%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

INTERSECTIONS & ROADWAYS


Guardrail

Guardrail redirects a vehicle away from embankment slopes or fixed objects and dissipates the energy of an errant vehicle. Guardrail is installed to reduce the severity of lane departure crashes. However, guardrail can reduce crash severity only for those conditions where striking the guardrail is less severe than going down an embankment or striking a fixed object.

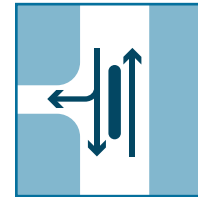
Cost: **\$\$**

Crash Type: **All**

CRF: **25%**

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

INTERSECTIONS & ROADWAYS


Median Barrier

Barrier in the center of the roadway that physically separates opposing vehicular traffic. Median barriers can also help control access to and from side streets and driveways, reducing conflict points.

Cost: **\$\$\$**

Low Cost / Quick Build alternative available

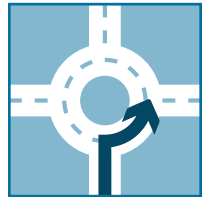
Crash Type: **All**

CRF: **25%**

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

INTERSECTIONS & ROADWAYS



Roundabout

A roundabout is a type of circular intersection in which road traffic is permitted to flow in one direction around a central island, and priority is typically given to traffic already in the junction. The types of conflicts that occur at roundabouts are different from those occurring at conventional intersections; namely, conflicts from crossing and left-turn movements are not present in a roundabout. The geometry of a roundabout forces drivers to reduce speeds as they proceed through the intersection; the range of vehicle speeds is also narrowed, reducing the severity of crashes when they do occur. Pedestrians only have to cross one direction of traffic at a time at roundabouts, thus reducing the potential for vehicle/pedestrian conflicts.

Cost: \$\$\$
*Low Cost / Quick Build
 alternative available*

Crash Type: All

CRF: Varies

INTERSECTIONS & ROADWAYS



Signal

Traffic signals at intersections control the flow of traffic. Traffic signals have the potential to reduce the most severe type crashes but will likely cause an increase in rear-end collisions. A reduction in overall injury severity is likely the largest benefit of traffic signal installation.

Cost: \$\$\$

Crash Type: All

CRF: 30%

Other Reference Information

Currently the CMF Clearinghouse has only one reference for ped/vehicle collisions which indicates an increase in crash likelihood. However, a majority of references for all crash types show a decrease in collisions. See additional reference: FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

INTERSECTIONS & ROADWAYS


Superlevation at Horizontal Curve Locations

Superlevation is the rotation of the pavement on the approach to and through a horizontal curve and is intended to assist the driver in negotiating the curve by counteracting the lateral acceleration produced by tracking. In other words, the road is designed so that the pavement rises as it curves, offsetting the horizontal sideways momentum of the approaching vehicle.

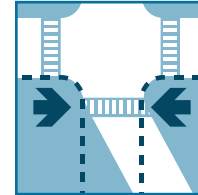
Cost: **\$\$**

Crash Type: **All**

CRF: **40%**

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

INTERSECTIONS & ROADWAYS


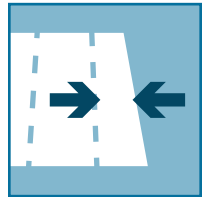
Intersection Reconstruction and Tightening

Irregular intersections can be overbuilt and confusing, presenting safety hazards to all users. "Squaring up" an intersection as close to 90 degrees as possible involves intersection reconstruction to provide better visibility for all road users, also reducing high speed turns and reducing pedestrian crossing length.

Cost: **\$\$\$**

Low Cost / Quick Build alternative available

INTERSECTIONS & ROADWAYS

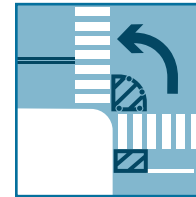


Lane Narrowing

Lane narrowing reduces lane widths to encourage motorists to travel at slower speeds. Lane Narrowing improves safety by lowering the risk of collision among bicyclists, pedestrians, and other motorists.

Cost: \$

INTERSECTIONS & ROADWAYS



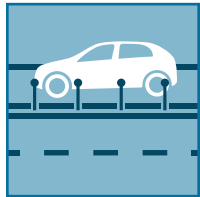
Left Turn Enhanced Daylighting/Slow Turn Wedge

Uses paint and bollards to extend the curb and slow left turns at intersections of one-way to one-way or two-way streets. Widening the turning radii of left-turning vehicles expands the field of vision for drivers and increases the visibility of pedestrians.

Cost: \$
 Low Cost / Quick Build alternative available

Crash Type: All

CRF: 10%

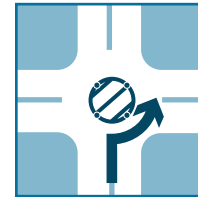
INTERSECTIONS & ROADWAYS


Paint and Plastic Median

A painted median with plastic posts between the two directions of travel. Reduces vehicular speeding and discourages risky turning movements, increasing pedestrian safety.

Cost: \$

Low Cost / Quick Build alternative available

INTERSECTIONS & ROADWAYS


Paint and Plastic Mini Circle

Mini circles use paint and soft hit posts to replace stop-controlled intersections with a circular design that slows traffic and eliminates left turns, also reducing conflict points with pedestrians. Also helps traffic flow more efficiently.

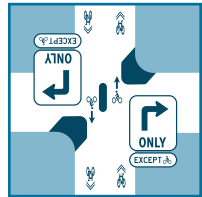
Cost: \$

Low Cost / Quick Build alternative available

Other Reference Information

FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=34

INTERSECTIONS & ROADWAYS



Partial Closure/Diverter

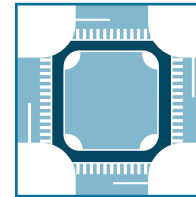
A roadway treatment that restricts through vehicle movements using physical diversion while allowing bicyclists and pedestrians to proceed through an intersection in all directions.

Cost: \$
 Low Cost / Quick Build
 alternative available

Crash Type: All

CRF: 50%

INTERSECTIONS & ROADWAYS



Protected Intersection

Protected intersections use corner islands, curb extensions, and colored paint to delineate bicycle and pedestrian movements across an intersection. Slower driving speeds and shorter crossing distance increase safety for pedestrians. Separates bicycles from pedestrians

Cost: \$\$\$
 Low Cost / Quick Build
 alternative available

Other Reference Information

Evolution of the Protected Intersection, Alta Planning and Design, December 2015. https://altaplanning.com/wp-content/uploads/Evolution-of-the-Protected-Intersection_ALTA-2015.pdf

INTERSECTIONS & ROADWAYS

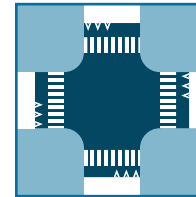

Raised Crosswalk

A **Raised Crosswalk** is a pedestrian crosswalk that is typically elevated 3-6 inches above the road or at sidewalk level. A **Raised Crosswalk** improves safety by increasing crosswalk and pedestrian visibility and slowing down motorists.

Cost: **\$\$**

Crash Type: **Ped and Bike**

CRF: **35%**

INTERSECTIONS & ROADWAYS


Raised Intersection

Elevates the intersection to bring vehicles to the sidewalk level. Serves as a traffic calming measure by extending the sidewalk context across the road.

Cost: **\$\$\$**

Crash Type: **Ped and Bike**

CRF: **35%**

Other Reference Information

Note: some studies in CMF Clearinghouse show an increase in crashes. See additional source below showing decrease. (1) Perkins+Will Consultant Team. "Pedestrians at Multi-Modal Intersections." Better Market Street Existing Conditions & Best Practices, Part Two: Best Practices 36-58, City & County of San Francisco, San Francisco. <http://www.bettermarketstreetsf.org/about-reports-existing-conditions.html> (2) Bhatt, Shailen, Natalie Barnhart, Mark Luszcz, Tom Meyer, & Michael Sommers. "Delaware Traffic Calming Design Manual." Delaware Department of Transportation, State of Delaware, Dover, DE. https://nacto.org/wp-content/uploads/2015/04/DE-Traffic-Calming-Manual_2012.pdf (3) King, Michael R, Jon A Carnegie, and Reid Ewing. "Pedestrian Safety through a Raised Median and Redesign Intersections." Journal of the Transportation Research Board 1828 (1), 56-66, Transportation Research Board, Washington, DC. <https://trid.trb.org/view/663867> (4) Fitzpatrick, Kay, Mark D Wooldridge, and Joseph D Blaschke. "Urban Intersection Design Guide: Volume 1-Guidelines." Texas Transportation Institute, Texas A&M University System, Texas Department of Transportation, Austin, TX. <https://static.tti.tamu.edu/tti.tamu.edu/documents/O-4365-P2.pdf>

→ [Back to Index](#)

INTERSECTIONS & ROADWAYS



Raised Median

Curbed sections in the center of the roadway that are physically separated from vehicular traffic. Raised medians can also help control access to and from side streets and driveways, reducing conflict points.

Cost: **\$\$**
*Low Cost / Quick Build
 alternative available*

Crash Type: **All**

CRF: **25%**

INTERSECTIONS & ROADWAYS



Refuge Island

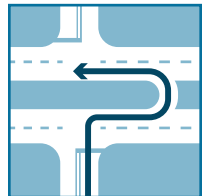
A Raised Median, or Refuge Island, is a raised barrier in the center of the roadway that can restrict certain turning movements and provide a place for pedestrians to wait if they are unable to finish crossing the intersection. A Raised Median improves safety by reducing the number of potential conflict points with designated zones for vehicles to turn, and a pedestrian refuge island improves safety by reducing the exposure time for pedestrians crossing the intersection. Pedestrian refuge areas constructed from paint and plastic may be implemented as part of a low-Cost/quick build project.

Cost: **\$\$**
*Low Cost / Quick Build
 alternative available*

Crash Type: **Ped and Bike**

CRF: **45%**

INTERSECTIONS & ROADWAYS



Reduced Left-Turn Conflict Intersection

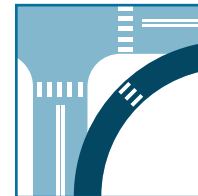
Geometric designs that alter how left-turn movements occur can simplify decisions and minimize the potential for related crashes. Two highly effective designs that rely on U-turns to complete certain left-turn movements are known as the restricted crossing U-turn (RCUT) and the median U-turn (MUT).

Cost: \$\$\$

Crash Type: All

CRF: 50%

INTERSECTIONS & ROADWAYS

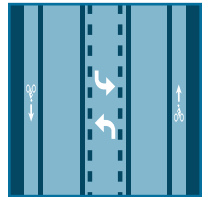


Right Turn Slip Lane

A right turn slip lane is a traffic lane provided at an intersection to allow vehicles to turn right without actually entering it and interfering with through traffic. Where the main intersection is controlled by traffic signals, a slip lane is often controlled by yield or stop sign.

Cost: \$\$\$

INTERSECTIONS & ROADWAYS



Road Diet

A Road Diet reduces roadway space dedicated to vehicle travel lanes to create room for bicycle facilities, wider sidewalks, or center turn lanes. A Road Diet improves safety by reducing vehicle speeds and creating designated space for all road users.

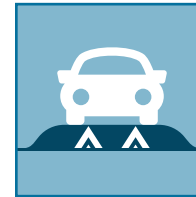
Cost: **\$\$**

*Low Cost / Quick Build
alternative available*

Crash Type: **All**

CRF: **30%**

INTERSECTIONS & ROADWAYS



Speed Hump or Speed Table

These traffic calming devices use vertical deflection to raise the entire wheelbase of a vehicle and encourage motorists to travel at slower speeds to avoid damage to the undercarriage of an automobile.

Cost: **\$**

INTERSECTIONS & ROADWAYS



Splitter Island

A raised area that separates the two directions of travel on the minor street approach at an unsignalized intersection or roundabout. Helps channelize traffic in opposing directions of travel. Typically installed at skewed intersections or where speeds on minor roads are high. Provides a refuge for pedestrians.

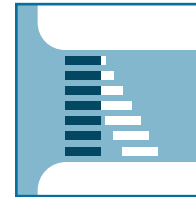
Cost: **\$\$**

*Low Cost / Quick Build
alternative available*

Crash Type: **All**

CRF: **40%**

INTERSECTIONS & ROADWAYS



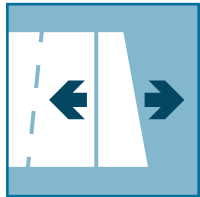
Straighten Crosswalk

Straightening crosswalks improves sight lines, making pedestrians more visible to oncoming drivers, and may shorten the crossing distance, reducing the length of time required for pedestrians to cross an intersection.

Cost: **\$**

*Low Cost / Quick Build
alternative available*

INTERSECTIONS & ROADWAYS



Widen/Pave Shoulder

Widened and paved shoulders, which may also include flattening the slopes along the sides of the roadway, create a separated space for bicyclists and also provide motor vehicle safety benefits, such as space for inoperable vehicles to pull out of the travel lane. The addition of a paved shoulder to an existing road can help to reduce run-off-road crashes. Benefits can be realized for high risk rural roads without paved shoulders, regardless of existing lane pavement width. Adding paved shoulders within horizontal curve sections may help agencies maximize benefits of the treatment while minimizing Cost:s as opposed to adding paved shoulders to an entire corridor.

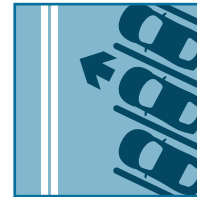
Cost: \$\$

Crash Type: All

CRF: 30%
Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

OTHER



Back-In Angled Parking

Back-In Angled Parking requires motorists to back into an angled on-street parking spot and to drive forward when exiting a parking spot. Back-in angled parking improves safety by increasing visibility of passing vehicles and bicycles while exiting a spot, particularly if large adjacent vehicles obstruct sight, and allows trunk unloading to happen on the curb instead of in the street.

Cost: \$
 Low Cost / Quick Build
 alternative available

OTHER

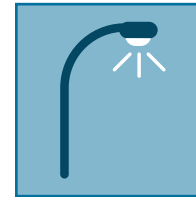

Access Management/ Close Driveway

Vehicles entering and exiting driveways may conflict with pedestrians and with vehicles on the main road, especially at driveways within 250 feet of intersections. Closing driveways near intersections with high collision rates related to driveways may reduce potential conflicts.

Cost: **\$\$**

Other Reference Information

The CMF Clearinghouse has limited research related to vehicle/pedestrian crashes. See additional reference: FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=20

OTHER


Intersection Lighting

Lighting is added at an intersection. Adding intersection and/or pedestrian-scale lighting at intersections improves safety by increasing visibility of all road users. This countermeasure is most effective at reducing or preventing collisions at intersections at night.

Cost: **\$\$**

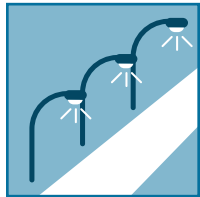
Crash Type: **Night**

CRF: **40%**

Other Reference Information

Pedestrian-Level Lighting: FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=8

OTHER



Segment Lighting

Providing roadway lighting improves safety during nighttime conditions by increasing driver awareness, increasing sight distance, and improving visibility of pedestrians and bicyclists.

Cost: \$\$

Crash Type: *Night*

CRF: 35%

OTHER



Create or Increase Clear Zone

A clear zone is an unobstructed, traversable roadside area that allows a driver to stop safely or regain control of a vehicle that has left the roadway. The width of the clear zone should be based on risk (also called exposure). Key factors in assessing risk include traffic volumes, speeds, and slopes. Clear roadsides reduce risk from fixed objects (such as utility poles) as well as terrain that may increase the likelihood of a rollover. Creating or increasing clear zones within horizontal curve sections may help agencies maximize benefits of the treatment while minimizing Cost:s, as opposed to providing a clear zone throughout an entire corridor.

Cost: \$\$

Crash Type: *All, KSI*

CRF: 13-44%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

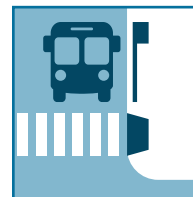
[→ Back to Index](#)

OTHER


Curbside Management

Curbside management can better prioritize reliable transit and safe bicycling infrastructure, freight deliveries, passenger pick-ups/drop-offs, green stormwater infrastructure, public spaces, and parking management.

Cost: \$

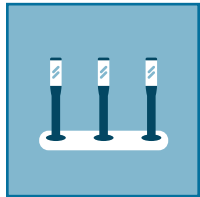
OTHER


Far-Side Bus Stop

Far-side bus stops are located immediately after an intersection, allowing the bus to pass through the intersection before stopping for passenger loading and unloading. Far-side stops encourage pedestrians to cross behind the bus for greater visibility and can improve transit service reliability.

Cost: \$

OTHER



Delineators, Reflectors, and/or Object Markers

Delineators, reflectors and/or object markers are intended to warn drivers of an approaching curve or fixed object that cannot easily be removed. They are generally less Cost:ly than Chevron Signs as they don't require posts to place along the roadside, avoiding an additional object with which an errant vehicle can crash into.

Cost: \$
Low Cost / Quick Build alternative available

Crash Type: All

CRF: 15%

OTHER



Impact Attenuators

Impact attenuators bring an errant vehicle to a more-controlled stop or redirect the vehicle away from a rigid object. Impact attenuators are typically used to shield rigid roadside objects such as concrete barrier ends, steel guardrail ends and bridge pillars from oncoming automobiles. Attenuators should only be installed where it is impractical for the objects to be removed.

Cost: \$\$

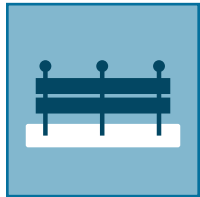
Crash Type: All

CRF: 25%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

OTHER


Median Guardrail

The installation of median guardrail is most suitable for use in traversable medians having no or little change in grade and cross slope. While these systems may not reduce the frequency of crashes due to roadway departure, they can help prevent a lane-departure crash from becoming a head-on collision.

Cost: \$\$

Crash Type: KSI

CRF: 30-43%

OTHER


Speed Limit Reduction

Setting speed limits to reflect the surrounding context of the roadway and that meet with driver expectations can help improve driver respect for speed limits. Speed limits that appear inconsistent may be ignored by the majority of drivers and this may contribute to lack of respect for speed limit and other traffic laws.

Cost: \$

Crash Type: All

CRF: Varies

Other Reference Information

TRB Study on Setting Speed Limits; also Richard, C. M., Magee, K., Bacon-Abdelmoteleb, P., & Brown, J. L. (2018, April). Countermeasures that work: A highway safety countermeasure guide for State Highway Safety Offices, Ninth edition (Report No. DOT HS 812 478). Washington, DC: National Highway Traffic Safety Administration.

OTHER



Relocate Select Hazardous Utility Poles

Relocating or removing utility poles from within the clear zone alleviates the potential for fixed-object crashes. If utility poles cannot be completely eliminated from within the clear zone, efforts can be made to either relocate the poles to a greater offset from the road or delineated.

Cost: \$\$

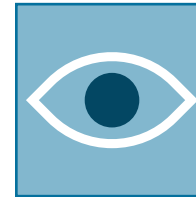
Crash Type: All

CRF: 29%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

OTHER



Remove Obstructions For Sightlines

Remove objects that may prevent drivers and pedestrians from having a clear sightline. May include installing red curb at intersection approaches to remove parked vehicles (also called “daylighting”), trimming or removing landscaping, or removing or relocating large signs.

Cost: \$

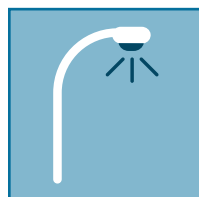
Low Cost / Quick Build alternative available

Crash Type: All

CRF: 20%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

OTHER


Upgrade Lighting to LED

Upgrading Lighting to LED replaces high-pressure sodium light bulbs with LED light bulbs in street lights. Upgrading Lighting to LED improves safety by increasing the visibility of pedestrians in crosswalks through greater color contrast and larger areas of light distribution.

Cost: \$\$

OTHER


Red Light Camera

A red light camera enforces traffic signal compliance by capturing the image of a vehicle that has entered an intersection in spite of the traffic signal indicating red. The automatic photographic evidence is used by authorities to enforce traffic laws and issue traffic violation tickets.

Cost: \$\$

PEDESTRIAN FACILITIES



Audible Push Button Upgrade

Push buttons must comply with the Americans with Disability Act (ADA) standards for accessibility. Pushbuttons should be visible and conveniently located for pedestrians waiting at a crosswalk. Accessible pedestrian signals, including audible push buttons, improve access for pedestrians who are blind or have low vision. DIB 82-06 includes accessibility design guidance.

Cost: \$

Crash Type: Ped and Bike

CRF: 25%

Other Reference Information

Audible Push Button Upgrade and Extended Time Pushbutton: FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=52

PEDESTRIAN FACILITIES



Add Sidewalk

Adding sidewalks provides a separated and continuous facility for people to walk along the roadway. Adding sidewalks improves safety by minimizing collisions with pedestrians walking in the road.

Cost: \$\$

Crash Type: Ped and Bike

CRF: 80%

Other Reference Information

Data in the CMF Clearinghouse is currently limited to bicycle/vehicle collisions. See additional reference: FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=1

PEDESTRIAN FACILITIES


Install/Upgrade Pedestrian Crossing at Uncontrolled Locations (Signs and Markings Only)

A pedestrian crossing at an intersection or on a segment provides a formalized location for people to cross the street, reducing the risk of people crossing outside crosswalks where drivers are not expecting them. Crosswalk striping, signs, and other enhanced safety features alert drivers that there may be a pedestrian crossing.

Cost: **\$**
Low Cost / Quick Build alternative available

Crash Type: **Ped and Bike**

CRF: **35%**

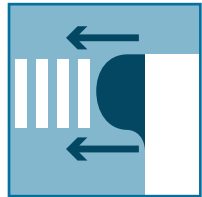
PEDESTRIAN FACILITIES


Co-Locate Bus Stops and Pedestrian Crossings

Place bus stops and pedestrian crossings in close proximity to allow transit riders to cross the street safely.

Cost: **\$**
Low Cost / Quick Build alternative available

PEDESTRIAN FACILITIES



Curb Extensions

A curb extension is a traffic calming measure which widens the sidewalk for a short distance to enhance the pedestrian crossing. This reduces the crossing distance and allowing pedestrians and drivers to see each other when parked vehicles would otherwise block visibility. Paint and plastic curb extensions are a low-cost/quick build option.

Cost: \$\$

Low Cost / Quick Build alternative available

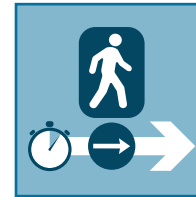
Crash Type: **Ped and Bike**

CRF: **35%**

Other Reference Information

(1) Application of Pedestrian Crossing Treatments for Streets and Highways, NCHRP, 2016. <https://www.nap.edu/catalog/24634/application-of-pedestrian-crossing-treatments-for-streets-and-highways> (2) Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments, NCHRP, 2017. <https://www.nap.edu/catalog/24627/development-of-crash-modification-factors-for-uncontrolled-pedestrian-crossing-treatments> (3) Evaluation of Pedestrian-Related Roadway Measures, Pedestrian and Bicycle Information Center, 2014. http://www.pedbikeinfo.org/cms/downloads/PedestrianLitReview_April2014.pdf

PEDESTRIAN FACILITIES



Extended Time Pushbutton

A pushbutton that can be pressed to request extra time for using the crosswalk, beyond the standard crossing time. Ideal near senior-serving land uses.

Cost: \$

Other Reference Information

Audible Push Button Upgrade and Extended Time Pushbutton: FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=52

PEDESTRIAN FACILITIES


High-Visibility Crosswalk

A high-visibility crosswalk has a striped pattern with ladder markings made of high-visibility material, such as thermoplastic tape, instead of paint. A high-visibility crosswalk improves safety by increasing the visibility of marked crosswalks and provides motorists a cue to slow down and yield to pedestrians.

Cost: \$

*Low Cost / Quick Build
alternative available*

Crash Type: **Ped and Bike**

CRF: **25%**

PEDESTRIAN FACILITIES


Pedestrian Countdown Timer

Displays “countdown” of seconds remaining on the pedestrian signal. Countdown indications improve safety for all road users, and are required for all newly installed traffic signals where pedestrian signals are installed.

Cost: \$\$

Crash Type: **Ped and Bike**

CRF: **25%**

PEDESTRIAN FACILITIES



Pedestrian Hybrid Beacon

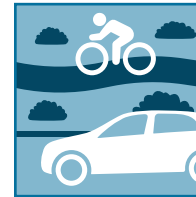
A pedestrian-hybrid beacon (PHB) is used at unsignalized intersections or mid-block crosswalks to notify oncoming motorists to stop with a series of red and yellow lights. Unlike a traffic signal, the PHB rests in dark until a pedestrian activates it via pushbutton or other form of detection.

Cost: \$\$\$

Crash Type: Ped and Bike

CRF: 55%

PEDESTRIAN FACILITIES



Landscape Buffer

Separating drivers from bicyclists and pedestrians using landscaping provides more space between the modes and can produce a traffic calming effect by encouraging drivers to drive at slower speeds, lowering the risk of crashing.

Cost: \$\$

PEDESTRIAN FACILITIES


Leading Pedestrian Interval and Pedestrian Recall

At intersection locations that have a high volume of turning vehicle and have high pedestrian vs. vehicle crashes, a leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3 - 7 seconds before vehicles are given a green indication. With this head start, pedestrians can better establish their presence in the crosswalk before vehicles have priority to turn left or right.

Cost: \$

Crash Type: *Ped and Bike*

CRF: 60%

Other Reference Information

Pedestrian Phase Recall: Evaluation of Pedestrian-Related Roadway Measures, Pedestrian and Bicycle Information Center, 2014. http://www.pedbikeinfo.org/cms/downloads/PedestrianLitReview_April2014.pdf

PEDESTRIAN FACILITIES


Pedestrian Detection

An intersection treatment that relies on sensors to detect when a pedestrian is waiting at a crosswalk and automatically triggers the pedestrian "WALK" phase. Reduces crossings at inappropriate times and ensures that pedestrians have enough time to safely cross the roadway.

Cost: \$\$

Crash Type: *Ped and Bike*

CRF: 25%

Other Reference Information

FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=11

PEDESTRIAN FACILITIES



Remove Crossing Prohibition

Removes existing crossing prohibitions and provides marked crosswalk and other safety enhancements for pedestrians to cross the street.

Cost: \$
 Low Cost / Quick Build
 alternative available

Crash Type: Ped and Bike

CRF: 25%

PEDESTRIAN FACILITIES



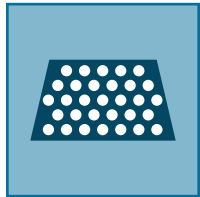
Restripe Crosswalk

Periodic restriping of crosswalks is necessary to ensure the traffic markings are visible. Crosswalk may be restriped with high visibility markings.

Cost: \$
 Low Cost / Quick Build
 alternative available

Other Reference Information

FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=4

PEDESTRIAN FACILITIES


Upgrade Curb Ramp

Tactile warning devices must be detectable to visually impaired pedestrians. Curb ramps must follow the DIB 82-06 design guidelines.

Cost: **\$\$**

Other Reference Information

FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=3

PEDESTRIAN FACILITIES


Widen Sidewalk

Widening sidewalks provides a more comfortable space for pedestrians, particularly in locations with high volumes of pedestrians, and provides space to accommodate people in wheelchairs. Widening sidewalks improves safety by minimizing collisions with pedestrians walking in the road.

Cost: **\$\$**

PEDESTRIAN FACILITIES



Rectangular Rapid Flashing Beacon

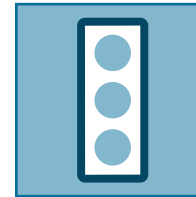
A rectangular rapid flashing beacon (RRFB) is a pedestrian-activated flashing light with additional signage to alert motorists of a pedestrian crossing. An RRFB improves safety by increasing the visibility of marked crosswalks and provides motorists a cue to slow down and yield to pedestrians.

Cost: \$\$

Crash Type: *Ped and Bike*

CRF: 35%

SIGNALS



Retroreflective Tape on Signals

Retroreflective borders enhance the visibility of traffic signals for aging and color vision impaired drivers enabling them to understand which signal indication is illuminated. Retroreflective borders may also alert drivers to signalized intersections during periods of power outages when the signals would otherwise be dark, and non-reflective signal heads and backplates would not be visible.

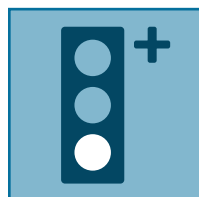
Cost: \$

Low Cost / Quick Build alternative available

Crash Type: *All*

CRF: 15%

SIGNALS



Supplemental Signal Heads

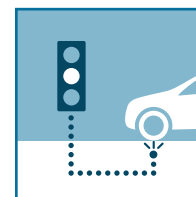
Additional signal heads allow drivers to anticipate signal changes farther away from intersections. Supplemental traffic signals may be placed on the near side of an intersection, far-left, far-right, or very high.

Cost: \$\$

Crash Type: All

CRF: 15%

SIGNALS



Advanced Dilemma Zone Detection

The Advanced Dilemma-Zone Detection system adjusts the start time of the yellow-signal phase (i.e. earlier or later) based on observed vehicle locations and speeds. The Advanced Dilemma-Zone Detection system improves safety by minimizing the number of drivers that are faced with the dilemma of determining if they should stop at the intersection or drive through the intersection based on their speed and distance from the intersection.

Cost: \$\$

Crash Type: All

CRF: 40%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

SIGNALS



Extend Pedestrian Crossing Time

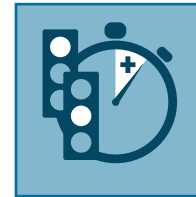
Increases time for pedestrian walk phases, especially to accommodate vulnerable populations, such as children and the elderly.

Cost: \$
Low Cost / Quick Build alternative available

Crash Type: All

CRF: 15%

SIGNALS



Extend Yellow and All Red Time

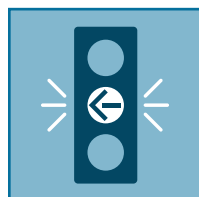
Extending yellow and all red time increases the time allotted for the yellow and red lights during a signal phase. Extending yellow and all red time improves safety by allowing drivers and bicyclists to safely cross through a signalized intersection before conflicting traffic movements are permitted to enter the intersection.

Cost: \$
Low Cost / Quick Build alternative available

Crash Type: All

CRF: 15%

SIGNALS

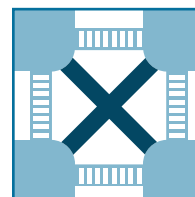


Flashing Yellow Turn Phase

Flashing yellow turn arrow alerts drivers to proceed with caution and decide if there is a sufficient gap in oncoming traffic to safely make a turn. To be used only when a pedestrian walk phase is not called. Protected-only phases should be used when pedestrians are present.

Cost: \$\$

SIGNALS



Pedestrian Scramble

A form of pedestrian "WALK" phase at a signalized intersection in which all vehicular traffic is required to stop, allowing pedestrians to safely cross through the intersection in any direction, including diagonally.

Cost: \$

Crash Type: All

CRF: 15%

SIGNALS



Prohibit Left Turn

Prohibitions of left turns at locations where a turning vehicle may conflict with pedestrians in the crosswalk or where opposing traffic volume is high. Reduces pedestrian interaction with vehicles when crossing.

Cost: \$
Low Cost / Quick Build alternative available

Crash Type: All

CRF: 50%

SIGNALS



Prohibit Turns During Pedestrian Phase

Restricts left or right turns during the pedestrian crossing phase at locations where a turning vehicle may conflict with pedestrians in the crosswalk. This restriction may be displayed with a blank-out sign.

Cost: \$

SIGNALS

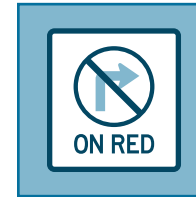

Protected Left Turns

A protected left turn can be implemented at signalized intersections (with existing left turn pockets) that currently have a permissive left-turn or no left-turn protection that have a high frequency of angle crashes involving left turning, opposing through vehicles, and non-motorized road users. Left turns are widely recognized as the highest-risk movements at signalized intersections. Providing protected left-turn phases for signalized intersections significantly improve the safety for left-turn maneuvers by removing the need for the drivers to navigate through gaps in oncoming/opposing through vehicles.

Cost: \$\$

Crash Type: All

CRF: 30-55%

SIGNALS


Prohibit Right-Turn-on-Red

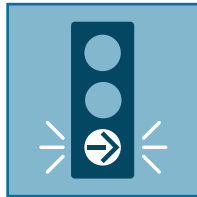
Prohibiting right-run-on-red movements should be considered at skewed intersections, or where exclusive pedestrian “WALK” phases, Leading Pedestrian Intervals (LPIs), sight distance issues, or high pedestrian volumes are present. Can help prevent crashes between vehicles turning right on red from one street and through vehicles on the cross street, and crashes involving pedestrians.

Cost: \$
*Low Cost / Quick Build
 alternative available*

Other Reference Information

Currently the CMF Clearinghouse does not include specific studies; however, permitting right-turns-on-red shows an increase in ped/vehicle crashes. Additional information is available at the FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=49

SIGNALS



Separate Right-Turn Phasing

Provides a green arrow phase for right-turning vehicles. Avoids conflicts between right-turning traffic and bicyclists or pedestrians crossing the intersection on their right.

Cost: \$\$\$

Other Reference Information

(1) Evaluation of Pedestrian-Related Roadway Measures, Pedestrian and Bicycle Information Center, 2014. http://www.pedbikeinfo.org/cms/downloads/PedestrianLitReview_April2014.pdf (2) FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

SIGNALS



Shorten Cycle Length

Traffic signal cycle lengths have a significant impact on the quality of the urban realm and consequently, the opportunities for bicyclists, pedestrians, and transit vehicles to operate safely along a corridor. Long signal cycles, compounded over multiple intersections, can make crossing a street or walking even a short distance prohibitive and frustrating. Short cycle lengths of 60–90 seconds are ideal for urban areas.

Cost: \$
Low Cost / Quick Build alternative available

Other Reference Information

FHWA Pedestrian Safety Guide and Countermeasure Selection System. http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=45

SIGNALS

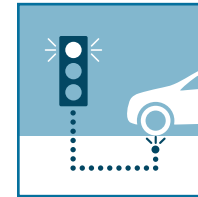

Signal Interconnectivity and Coordination / Green Wave

Certain timing, phasing, and control strategies can produce multiple safety benefits. Sometimes capacity improvements come along with the safety improvements and other times adverse effects on delay or capacity occur. The emphasis of improving signal coordination for this countermeasure is to provide an opportunity for slow speed signal coordination. Coordinating signals to allow for bicyclist progression, also known as a 'green wave,' gives bicyclists and pedestrians more time to safely cross through the 'green wave' intersections.

Cost: \$\$

Crash Type: All

CRF: 15%

SIGNALS


Speed Sensitive Rest in Red Signal

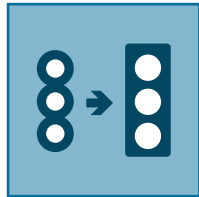
At certain hours (e.g. late night) a signal remains red for all approaches or certain approaches until a vehicle arrives at the intersection. If the vehicle is going faster than the desired speed, the signal will not turn green until after vehicle stops. If the vehicle is going the desired speed the signal will change to green before the vehicle arrives. This signal timing provides operational benefit to drivers traveling at the desired speed limit. Can be paired with variable speed warning signs.

Cost: \$\$

Crash Type: All

CRF: 30%

SIGNALS



Upgrade Signal Head

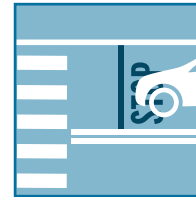
Upgrading Signal Heads replaces existing 8-inch signal heads with 12-inch signal heads to comply with the California MUTCD’s 2014 guidelines. Upgrading signal heads improves safety by providing better visibility of intersection signals and by aiding drivers’ advanced perception of upcoming intersections.

Cost: \$

Crash Type: All

CRF: 15%

SIGNING & STRIPING



Advance Stop Bar

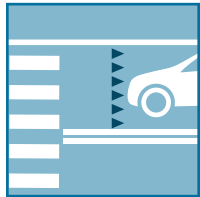
An advanced stop bar is a horizontal stripe painted ahead of the crosswalk at stop signs and signals to indicate where drivers should stop. An advanced stop bar improves safety by reducing instances of vehicles encroaching on the crosswalk. Creating a wider stop bar or setting the stop bar further back may be appropriate for locations with known crosswalk encroachment issues.

Cost: \$

Low Cost / Quick Build alternative available

Crash Type: Ped and Bike

CRF: 15%

SIGNING & STRIPING


Advance Yield Markings

Yield lines are placed 20 to 50 feet in advance of multi-lane pedestrian crossings to increase visibility of pedestrians. They can reduce the likelihood of a multiple-threat crash.

Cost: \$

*Low Cost / Quick Build
alternative available*

SIGNING & STRIPING


Curve Advance Warning Sign

A curve advance warning sign notifies drivers of an approaching curve and may include an advisory speed limit as drivers navigate around the curve. This warning sign is ideally combined with other infrastructure that alerts drivers of the curve, such as chevron signs, delineators, and flashing beacons. A curve advance warning sign improves safety by giving drivers additional time to slow down for the curve.

Cost: \$

*Low Cost / Quick Build
alternative available*

Crash Type: *All*

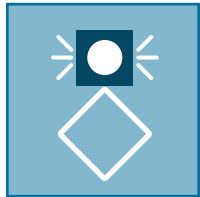
CRF: *25%*

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

SIGNING & STRIPING



Flashing Beacon as Advance Warning

A flashing beacon as Advanced Warning is a blinking light with signage to notify motorists of an upcoming intersection or crosswalk. A flashing beacon improves safety by providing motorists more time to be aware of and slow down for an intersection or yield to pedestrians crossing a crosswalk.

Cost: \$\$

Crash Type: All

CRF: 30%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

SIGNING & STRIPING



Chevron Signs on Horizontal Curves

Post-mounted chevrons are intended to warn drivers of an approaching curve and provide tracking information and guidance to the drivers. They can be beneficial on roadways that have an unacceptable level of crashes on relatively sharp curves during periods of light and darkness.

Cost: \$

Low Cost / Quick Build alternative available

Crash Type: All

CRF: 40%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

SIGNING & STRIPING



LED-Enhanced Sign

An LED-Enhanced Sign has LED lights embedded in the sign to outline the sign itself or the words and symbols on the sign. The LEDs may be set to flash or operate in a steady mode. An LED-enhanced sign improves safety by improving the visibility of signs at locations with visibility limitations or with a documented history of drivers failing to see or obey the sign (e.g. at STOP signs).

Cost: \$

Low Cost / Quick Build alternative available

Crash Type: All

CRF: 15%

SIGNING & STRIPING



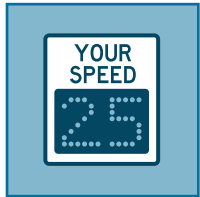
Painted Centerline and Raised Pavement Markers at Curves on Residential Streets

A raised pavement marker is a small device attached to the road and used as a positioning guide for drivers.

Cost: \$

Low Cost / Quick Build alternative available

SIGNING & STRIPING



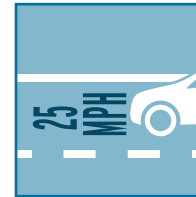
Speed Feedback Sign

A speed feedback sign notifies drivers of their current speed, usually followed by a reminder of the posted speed limit. A speed feedback sign improves safety by providing a cue for drivers to check their speed and slow down, if necessary.

Cost: \$
Low Cost / Quick Build alternative available

CRF: 10%

SIGNING & STRIPING



Speed Legends on Pavement at Neighborhood Entries

Speed legends are numerals painted on the roadway indicating the current speed limit in miles per hour. They are usually placed near speed limit signposts.

Cost: \$
Low Cost / Quick Build alternative available

SIGNING & STRIPING

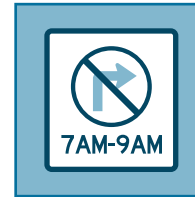

Striping Through Intersection

Adding clear pavement markings can guide motorists through complex intersections. Intersections where the lane designations are not clearly visible to approaching motorists and/or intersections noted as being complex and experiencing crashes that could be attributed to a driver's unsuccessful attempt to navigate the intersection can benefit from this treatment.

Cost: \$
Low Cost / Quick Build alternative available

Crash Type: All

CRF: 10%

SIGNING & STRIPING


Time-Based Turn Restriction

Restricts left-turns or right-turns during certain time periods when there may be increased potential for conflict (e.g., peak periods, school hours).

Cost: \$
Low Cost / Quick Build alternative available

SIGNING & STRIPING



Upgrade Intersection Pavement Markings

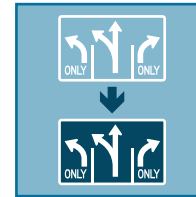
Upgrading intersection pavement marking can include “Stop Ahead” markings and the addition of centerlines and stop bars. Upgrading intersection pavement markings can improve safety by increasing the visibility of intersections for drivers approaching and at the intersection. **Cost:** \$

Low Cost / Quick Build alternative available

Crash Type: All

CRF: 25%

SIGNING & STRIPING



Upgrade Signs with Fluorescent Sheeting

Upgrading signs with fluorescent sheeting replaces existing signs with new signs that can clearly display warnings by reflecting headlamp light back to vehicles. Upgrading signs with fluorescent sheeting improves safety by increasing visibility of signs to drivers at night.

Cost: \$

Low Cost / Quick Build alternative available

Crash Type: All

CRF: 15%

Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

SIGNING & STRIPING



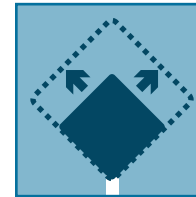
Upgrade Striping

Restripe lanes with reflective striping to improve striping visibility and clarify lane assignment, especially where the number of lanes changes.

Cost: \$

Low Cost / Quick Build alternative available

SIGNING & STRIPING



Upgrade to Larger Warning Signs

Upgrading to larger warning signs replaces existing signs with physically larger signs with larger warning information. Upgrading to larger warning signs improves safety by increasing visibility of the information provided, particularly for older drivers.

Cost: \$

Low Cost / Quick Build alternative available

Crash Type: *All*

CRF: *15%*

SIGNING & STRIPING



Wayfinding

A network of signs that highlight nearby pedestrian and bicycle facilities. Can help to reduce crossings at locations with poor sight distance or limited crossing enhancements.

Cost: \$

SIGNING & STRIPING



Yield To Pedestrians Sign

“Yield Here to Pedestrians” signs alert drivers about the presence of pedestrians. These signs are required with advance yield lines. Other sign types can be placed on the centerline in the roadway.

Cost: \$

Low Cost / Quick Build alternative available

Crash Type: All

CRF: 15%

NON-ENGINEERING: BETTER DATA


Improve Crash Data Collection

Improve the accuracy, breadth, and consistency of crash data by creating a near-miss and unreported crash database, developing a standardized electronic reporting form for all crashes, forming agreements with shared mobility operators to acquire crash data, and/or creating a multi-jurisdiction crash database that can be updated by paramedics, police, City staff, and hospitals.

Non-Engineering Countermeasure

NON-ENGINEERING: EDUCATION


Bicycle Safety Education Events

Partner with local bike shops and other partners to host events/fairs to educate residents on bicycle safety. For example, host rides to introduce residents to new bicycle facilities as they are opened; offer tune ups at safety fairs.

Non-Engineering Countermeasure

NON-ENGINEERING: EDUCATION

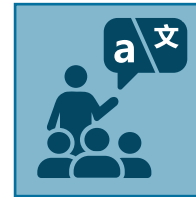


Youth Education

Launch a countywide transportation safety education campaign targeting youth that covers a wide range of topics, such as alcohol and drug impairment, speeding, and potentially distracted driving. Local schools can also be partners in promoting safe driver behavior during school pick-up and drop offs. Educational campaigns that involve both students and parents can be more impactful as they involve parents, who are actually driving, and students, who may not only remind their parents but also retain safe driving behavior if they eventually drive.

Non-Engineering Countermeasure

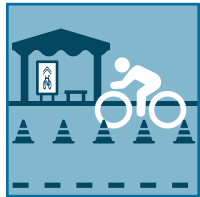
NON-ENGINEERING: EDUCATION



Education Campaigns for Vulnerable Groups

Launch targeted public education campaigns for seniors, non-English speaking populations, or other vulnerable groups.

Non-Engineering Countermeasure

NON-ENGINEERING: EDUCATION


Pilot Demonstration Safety Projects

Implement pilot demonstration safety projects. Projects can either be implemented on a temporary basis (tactical urbanism) or permanent basis with room for modification (quick builds).

Non-Engineering Countermeasure

NON-ENGINEERING: EDUCATION


Public Information Campaigns

Launch public safety education campaigns. Example campaign topics include safe speeds, yielding to pedestrians, distracted driving, drinking and driving, awareness of bicyclists and pedestrians, appropriate crosswalk behavior, rail safety, moving over for EMS vehicles, etc. Campaigns may include yard signs, wall boards/posters in prime injury-corridor neighborhoods, ads on bus exteriors, radio ads, etc. Public education may also involve making safety and crash data publicly available on project websites, the local agency's data portal, social media, and other avenues as appropriate.

Non-Engineering Countermeasure

NON-ENGINEERING: MAINTENANCE

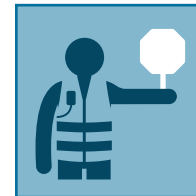


Keep Roadways Clear of Debris

A smoothly paved surface free of debris enhances safety for vehicles and bicyclists.

Non-Engineering Countermeasure

NON-ENGINEERING: PARTNERSHIPS



Safe Routes to School

Establish a Safe Routes to School (SRTS) program in partnership with school districts.

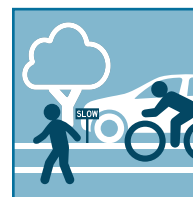
Non-Engineering Countermeasure

NON-ENGINEERING: POLICIES AND PROGRAMS


Update City Policies and Standards

Update policies, standards, and guidelines on topics such as signal timing, street design, street lighting, complete streets, and pedestrian crossings to incorporate current best practices and improve safety for all modes.

Non-Engineering Countermeasure

NON-ENGINEERING: POLICIES AND PROGRAMS


Neighborhood Slow Zones

Develop a neighborhood slow zone program to allow neighborhoods to request treatments to slow motor vehicles to 15 to 20 mph using traffic calming features, signs, and markings. Selected locations are typically in areas serving children, seniors, public transit users, commercial activity, and pedestrian/bicycle activity.

Non-Engineering Countermeasure

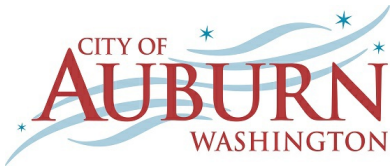
NON-ENGINEERING: POLICIES AND PROGRAMS



Targeted Enforcement and Deterrence

When developing a program of targeted enforcement and deterrence, use collision history and corridors on the High Injury Network as one criterion for where to concentrate enforcement efforts. Add extra patrols to look for distracted drivers as part of a statewide distracted driving campaign, with focus on where data indicates that the most traffic safety benefit can be realized. Implement deterrence policies that are highly visible, such as publicized sobriety checkpoints, saturation patrol, and other forms of high visibility enforcement that are effective for safety outcomes.

Non-Engineering Countermeasure



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5790 (Whalen)

Date:

October 1, 2024

Department:

Legal

Attachments:

[Resolution No. 5790](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5790.

Background for Motion:

Two candidates are on the ballot Doug Fagundes from the City of Fife, and Mike Johnson from the Town of Steilacoom. The Council is to select from one of the two candidates to represent the City of Auburn on the Pierce Transit Board.

Background Summary:

In connection with the transit services provided by Pierce Transit and the Pierce County Public Transportation Benefit Corporation it is appropriate for the City Council to express its position of support for candidates nominated to serve the City of Auburn on the Pierce County Board of Commissioners. The current ballot is for an upcoming vacant term beginning upon appointment and expiring December 2027. This commissioner position would represent, in addition to the City of Auburn (that portion of Auburn served by Pierce Transit - located within Pierce County, Washington), the cities and towns of Fife, Milton, Edgewood, Pacific, Steilacoom and Ruston. Two candidates are on the ballot, [Doug Fagundes](#) from the City of Fife, and [Mike Johnson](#) from the Town of Steilacoom. The Council is to select from one of the two candidates and forward its selection, by Resolution, to Pierce Transit.

Bio of Councilmember Doug Fagundes from City of Fife:

Doug Fagundes currently holds Position 3 as a Fife City Councilmember. He's been serving as a Councilmember for the past seven years. Fagundes has lived in Fife since 1989 and has played an active role in the community for decades. Before joining the City Council, Doug was deeply involved in community service, serving as a Fife Planning Commissioner for 10 years and as a member of the Fife School Board. These roles reflect his long-standing dedication to civic engagement and education.

In addition to his duties as a councilmember, Fagundes currently serves on the Pierce Transit Board representing the cities/towns of Fife, Milton, Auburn, Pacific, Gig Harbor, Steilacoom, and Ruston and participates in the Voucher Review Committee. These responsibilities demonstrate his focus on improving transportation services and overseeing financial transparency and accountability within the community. He previously was chair of the City's Lodging Tax Advisory Commission helping make recommendations to support Tourism and

Economic Development efforts in the City.

Thank you for considering me for re-election to the Pierce Transit Board!

Doug Fagundes

Fife City Council

Bio of Councilmember Mike Johnson from Town of Steilacoom:

Mike Johnson is a former military officer with over 35 years of service, retiring at the rank of Colonel (O6). His military assignments included senior leadership positions at the National Guard Bureau, U.S. Embassy Iraq and various other positions in both the Active Army and the Washington National Guard. Upon retirement from the military, he held a variety of positions as a veterans' service program manager at Joint Base Lewis McChord and the Greater South Sound area. Mike is currently an elected Councilmember for the Town of Steilacoom. He is a graduate of Eastern Washington University and holds an MBA from City University, Seattle and a Master's of Strategic Studies from the US Army War College, Carlisle Barracks, PA. Mike was born and raised in Spokane, Washington and currently resides in Steilacoom, Washington with his wife Donna.

Reviewed by Council Committees:

Councilmember: Tracy Taylor

Staff:

Jason Whalen

Meeting Date: October 7, 2024

Item Number:

RES.E

RESOLUTION NO. 5790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SELECTING A NOMINEE TO SERVE AS A MEMBER OF THE PIERCE TRANSIT BOARD OF COMMISSIONERS

WHEREAS, Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”) provides local public transportation services serving areas of Pierce County, including that portion of the City of Auburn lying within Pierce County; and

WHEREAS, Pierce Transit is governed by a ten-member Board of Commissioners, made up of elected officials representing thirteen jurisdictions, Pierce County, and one non-voting union representative; and

WHEREAS, in connection therewith, and as a result of its Board Composition Review Meeting, Pierce Transit forwarded the Auburn City Council an official ballot with the names of candidates to serve on the Pierce Transit Board of Commissioners for a term beginning upon appointment and ending December 31, 2027, representing the cities and towns of Auburn, Fife, Milton, Edgewood, Pacific, Steilacoom and Ruston; and

WHEREAS, in conformity with the requirements for submitting the ballots from the various cities and towns, the City Council desires to express its position in support of candidate _____ from _____.

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

Section 1. The Mayor is authorized to forward to Pierce Transit the official ballot of the City Council of the City of Auburn casting its vote for _____.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution, including submittal to Pierce Transit's Clerk of the Board the official vote from the City of Auburn in connection herewith.

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

Dated and Signed: _____

CITY OF AUBURN

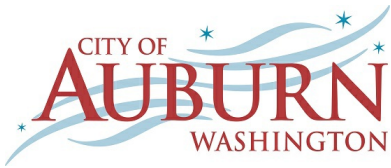
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5791 (Faber)

Date:

September 19, 2024

Department:

Parks, Art and Recreation

Attachments:

[Resolution No. 5791](#)
[King County Department of Community and Human Services Contract Statement of Work](#)
[Marketing Information](#)

Budget Impact:

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

Administrative Recommendation:

City Council to adopt Resolution No. 5791.

Background for Motion:

The King County Veteran and Senior and Human Service Levy (KCVSHS) provides transformational funding to competitively-selected senior centers to assist them in becoming vibrant and inclusive senior hubs. The City of Auburn has been awarded grant funds in a total amount of \$711,698 to be distributed between 2024-2026 via programs at the Auburn Senior Center.

Background Summary:

The Auburn Senior Resources program offered at the Auburn Senior Center was awarded a total \$711,698 to be distributed between July 2024-December 2026. For services provided July 1, 2024 – December 31, 2024, the City of Auburn is expected to receive \$139,549 ; January 1, 2025 – December 31, 2025 - \$279,097; January 1, 2026 – December 31, 2026 - \$293,052 in grant funding for the program. The citizens of the City of Auburn will benefit from this program as it will provide monies to fund outreach services and individualized resource guidance.

The City of Auburn's portion of the expenditures for this program are expected to be fully funded by the grant. The program expenditures for the City of Auburn in 2024 include staffing for 1 FTE Resource Navigators who will guide and assist in connecting seniors, veterans, and their families to critical resources both locally and regionally. In addition, the grant will pay for 1 FTE Admin Assistant and a .25 clerical position.

Reviewed by Council Committees:

Councilmember: Cheryl Rakes

Staff: Daryl Faber

Meeting Date: October 7, 2024

Item Number: RES.F

RESOLUTION NO. 5791

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY TO ACCEPT AND EXPEND GRANT FUNDS FOR THE COORDINATION AND PROVISION OF SERVICES FOR SENIORS

WHEREAS, the King County Veteran and Senior and Human Service Levy (KCVSHS) provides transformational funding to competitively-selected senior centers to assist them in becoming vibrant and inclusive senior hubs; and

WHEREAS, KCVSHS awarded the City of Auburn Senior Center grant funds in a total amount of \$711,698 to be distributed between 2024-2026; and

WHEREAS, the KCVSHS grant funding will provide for the distribution of resources to seniors age 55+, caregivers and veterans, expand outreach to isolated seniors, and supportive opportunities of engagement for the diversity of seniors in King County; and

WHEREAS, the Auburn Senior Activity Center has formed the Auburn Senior Center Resources, which serves the City of Pacific Senior Center and the City of Algona; and

WHEREAS, to receive the grant funds, the City must execute a grant agreement with King County.

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

Section 1. The Mayor is authorized to execute an agreement with King County for coordination and provision of services for seniors grant funds in the amount not to exceed

\$711,698, or such other amount as the granting agency is willing to provide, as long as any matching City funds are approved in the budget.

Section 2. The Mayor is authorized to expend grant funds received under authority of this resolution, and to enter into all agreements consistent with the purposes of the grant.

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



King County

Department of Community and Human Services
@HDR_DIVISION
401 Fifth Avenue, Suite 500
Seattle, WA 98104

KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES CONTRACT

Contractor _____
Contract Title _____
Contract Amount \$ _____
Contract Period From: _____ To _____
UEI No. (if applicable) _____ SAM No.(if applicable) _____

THIS CONTRACT No. _____ is entered into by KING COUNTY (the "County"), and _____ (the "Contractor") whose address is _____.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows.

STANDARD TERMS AND CONDITIONS

1. Contract Services and Requirements, and Incorporated Exhibits.

The Contractor shall provide services and meet the requirements included in these Standard Terms and Conditions and in the following attached Exhibits, each of which is incorporated herein by this reference:

EXHIBIT NAME	EXHIBIT NUMBER

If you require accommodation to access this form, alternate formats are available upon request.

2. **Contract Term**

This Contract shall begin on _____, and shall terminate on _____, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

3. **Compensation and Method of Payment**

A. **Compensation:**

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached Exhibit(s).

B. **Invoicing:**

The Contractor shall submit invoices and all accompanying reports as specified in the attached Exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. **Final Invoice:**

The Contractor shall submit its final invoice and all outstanding reports as specified in this Contract and its attached Exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. **Reimbursement for Travel:**

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

4. **Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

5. **Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor shall not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor shall notify King County if it, or a Subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

6. **Maintenance of Records**

A. **Accounts and Records:**

The Contractor shall maintain the following for a period of six years after termination of this Contract: accounts and records, including personnel, property, financial, programmatic records, and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, other data, records, and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to Subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any Subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations, or statutes included or referenced in the Contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

7. Evaluations and Inspections

A. Subject to Inspection, Review, or Audit:

The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with Contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit(s) under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibit(s) to this Contract. The Contractor shall participate in evaluation activities as required by the County and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor shall protect from unauthorized disclosure all information, records, and data collected in connection with this Contract in accordance with applicable state and federal law.

8. **Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements, which can be found at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

9. **Financial Report Submission**

The Contractor is required to submit a financial reporting package as described in Subsections A through C below. All required documentation shall be submitted by email to DCHSContracts@kingcounty.gov by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 Code of Federal Regulations (CFR) Part 200.69 and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in Subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.

- C. If the Contractor is not subject to the requirements in Subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> Form 990 within 30 days of its being filed; and A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> Income tax return; and A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.

- D. Waiver:

A Contractor that is not subject to the requirements in Subsection A may, in extraordinary circumstances, request, and in the County's sole discretion, be granted, a one-year waiver of the audit requirements. Such requests are made to the County at: DCHSContracts@kingcounty.gov for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

10. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

- B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, or D.

11. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this Section.

12. Termination

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Section 2. above, by providing the Contractor 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Section 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10. fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Subsection 12.C.: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

13. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, Subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor's obligations under this Subsection 13.C. shall extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Workers' Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents, and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County's obligations under this Subsection 13.D. extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial

Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this Subsection 13.E., claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense, and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Contract.

14. Insurance Requirements

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and endorsements covering King County as additional insured for full coverage and policy limits within 30 calendar days of Contract execution. Evidence of insurance and endorsements shall be submitted by email to DCHSContracts@kingcounty.gov. The Contractor may request additional time to provide the required documents by emailing DCHSContracts@kingcounty.gov. Extensions will be granted at the sole discretion of the County. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the inception and expiration dates, contract number, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.

In the event of a loss, the County reserves the right to require complete, certified copies of all required insurance policies, including endorsements and riders, which may be redacted of any confidential or proprietary information. Contractor shall deliver such policies to the County within five (5) business days of County's request.

County's receipt or acceptance of Contractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance.

Unless otherwise provided in an Exhibit to this Contract, the Contractor shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Contractor, or any Subcontractor, under this Contract, or in any way limit County's potential recovery to insurance limits required hereunder. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's potential recovery for Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s).

Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for Professional Liability (Errors and Omissions), and/or Cyber Liability (Technology Errors and Omissions) required by this Contract is acceptable on a "claims made" basis/form. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of the work which is subject to this Contractor or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the work which is subject of this Contract. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the effective date of the Contract, unless otherwise approved in writing by the County's Risk Management Office.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain the following types of insurance and minimum insurance limits:

- i. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy. If the scope of services involves activities with minors, such policy shall include sexual assault and misconduct coverage.
- ii. Professional Liability (Errors and Omissions): \$1,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability (Errors and Omissions) coverage shall be provided. "Professional Services," for the purpose of this Contract Section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
- iii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than \$3,000,000 combined single limit per accident for bodily injury and property damage. Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

- iv. Workers Compensation: Statutory requirements of the State of residency.
- v. Employers Liability or "Stop Gap" coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states, the protection provided by the "Stop Gap" endorsement to the Commercial General Liability policy.
- vi. Cyber Liability (Technology Errors and Omissions): For contracts involving software or technology where data breach or exposure to personal and/or confidential information could impact the Contractor or County, Contractor shall provide Cyber Liability (Technology Errors and Omissions) coverage with a limit no less than \$1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remediating a privacy breach as well as costs to investigate and restore data.
- vii. Crime Insurance: Contractors handling County funds or assets, (i.e. Contractors providing rental assistance or distributing gift cards on behalf of the County), shall maintain Crime Insurance with limits to cover the maximum amount of risk at any one time; or a total of one year's receipts or similar measure of exposure. Coverage for Fidelity, Theft, Disappearance, Destruction Liability, and Employee Dishonesty shall be included. Coverage shall include 'Joint Loss Payable' ISO form CR 20 15 10/10 or equivalent; and 'Provide Required Notice of Cancellation to Another Entity' ISO form CR 20 17 10/10.
- viii. Depending on the Contractor's scope of work, other insurance types or limits may apply to this Contract. Specific coverage and limit requirements can be found by visiting [Insurance Requirements - King County](#).
- ix. Municipal or State Agencies: If the Contractor is a Municipal Corporation, an agency of the State of Washington, or any other Public Agency and is self-insured for any of the above insurance requirements, a letter of self-insurance shall be attached and be incorporated by reference and shall constitute compliance with all or a portion of this Section.

B. Other Insurance Provisions and Requirements

All insurance policies purchased and maintained by the Contractor required in this Contract shall contain, or be endorsed to contain the following provisions:

With respect to all liability policies except Professional Liability (Errors and Omissions), and Workers' Compensation:

- i. The County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, its agents, representatives, employees, or Subcontractor(s) in connection with this Contract. Additional Insured status shall

include products-completed operations CG 20 10 11/85 or its substantive equivalent. The County requires a copy of the additional insured endorsement(s).

With respect to all liability policies (except Workers' Compensation):

- i. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any Contractor's or Subcontractor's insurance or benefit the Contractor or any Subcontractor, or their respective insurers in any way.
 - ii. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.
- C. Deductibles and Self-Insured Retentions: Any deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor or its Subcontractor.
- D. Acceptability of Insurers: Insurance coverage is to be placed with insurers with an A.M. Best rating of no less than A:VIII, or, if not rated with an A.M. Best, with minimum surplus equivalent of an A.M. Bests' surplus size VIII.

Professional Liability (Errors and Omissions) insurance coverage may be placed with insurers with an A.M. Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

- E. Subcontractors: Contractor shall include all Subcontractors as insureds under its policies or, alternatively, the Contractor must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractor's liabilities given the Subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any Subcontractor must comply with the specified requirements of Sections 16 (inclusive) above, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Subcontractor(s) must include County, its officials, agents and employees as additional insured for full coverage and policy limits. Contractor is obligated to require and verify that each Subcontractor maintains the required insurance and ensure County is included as additional insured. Upon request by the County, and within five (5) business days, Contractor must provide evidence of each Subcontractor(s) insurance coverage, including endorsements.
- F. Waiver: A Contractor may request a waiver or reduction of one or more of the insurance requirements if the insurance requirement is not applicable to the Contractor's scope of work. Such requests shall be made to the County at: DCHSContracts@kingcounty.gov for review. All waiver request approvals or denials are in the County's sole discretion to be granted. If approved by the County, the Contractor shall still provide proof of and hold all other required provisions as stated above.

15. Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

16. Subcontracting

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, and 30 in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its elected and appointed officials, officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of Subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and

understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against Subcontractor to enforce the provisions of this paragraph.”

17. **Nondiscrimination and Payment of a Living Wage**

A. The Contractor shall comply with all applicable federal, state, and local laws regarding discrimination, including those set forth in this Section.

B. **Nondiscrimination:**

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee’s or applicant’s sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person’s sexual orientation or gender identity or expression. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. **Payment of a Living Wage:**

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at

<https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

18. **Code of Conduct**

DCHS is committed to providing an inclusive, welcoming, supportive, and safe environment for all to feel respected, valued, and empowered. The Contractor shall, while performing the work as described in the attached Exhibit(s), interact with the community being served and the County’s employees in a respectful manner.

The County and Contractor shall refrain from engaging in any conduct that communicates a hostile, demeaning, or unwelcome message. Such prohibited conduct can be either verbal or nonverbal and includes, but is not limited to microaggressions, deliberate misgendering, slights, and other conduct that could cause harm. The Contract may be subject to termination under

Subsection 12.B. as a result of any violation of this Section by providing the other party 30 calendar days advance written notice of the termination.

19. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this Contract and may result in termination of this Contract and subject the Contractor to the remedies stated in this Contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor acknowledges and agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

20. Equipment Purchase, Maintenance, and Ownership

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an Exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

21. Proprietary Rights

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers, and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this Section.

22. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

23. King County Recycled Product Procurement Policy

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

24. Future Support

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

25. Entire Contract

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

26. Contract Amendments

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

27. Notices

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the Contract Exhibit(s). Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

28. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any Subcontractor agree to abide by the laws of the State of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any Exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the Exhibit(s) or the attachment, unless the Exhibit(s) provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in Exhibit(s), language contained in the lower numbered Exhibit shall control unless the higher numbered Exhibit provision expressly indicates that it controls over inconsistent lower numbered Exhibit language.

29. Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

30. No Third-Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third-party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

31. Non-Waiver of Breach

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

32. Force Majeure

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood, or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

A. No Breach if Force Majeure Applies:

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

B. Duty to Minimize Disruption and Give Notice:

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

C. Extension of Time:

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

D. Suspending Performance:

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

33. Emergency Response Requirements

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures, and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (1) an extension of the time needed to create a plan, and (2) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this Section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

34. Contractor Certification

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and shall comply with all of the contract terms and conditions detailed on that site, including, but not limited to, Equity and Social Justice, applicable Emergency Response, Equal Opportunity Employment (EEO)/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CONTRACTOR

FOR
King County Executive

Signature

Date

Name (Please type or print)

Date

**STATEMENT OF WORK (SOW)
AUBURN SENIOR ACTIVITY CENTER
SE 1 SUPPORT SENIOR CENTERS
SERVICE PERIOD: 07/01/2024 — 12/31/2026**

I. OVERVIEW

The Contractor shall provide oversight, coordination, and implementation of the Auburn Senior Activity Center described further below. The total amount of reimbursement pursuant to this Contract shall not exceed \$711,698.00 for the SERVICE PERIOD noted above as shown in the funding table below.

Funding for investment in this program is provided by the Veterans, Seniors, and Human Services Levy managed by the Adult Services Division (ASD) of King County’s Department of Community and Human Services (DCHS), which has the responsibility for monitoring and achieving the overall outcomes. Ongoing funding for the full services period shall be contingent on the Contractor’s implementation of the program as described, timely achievement of the Contract milestones outlined below, continued funding availability, and other contractual requirements contained in this SOW.

VSHSL Strategy # and Name	Funding Period	Fund Source	Funding Allocation
Social Engagement SE 1: Support Senior Centers	7/1/2024 – 12/31/2024	VSHSL Fund - Seniors	\$121,960
	7/1/2024 – 12/31/2024	VSHSL Fund - Veterans	\$17,589
	1/1/2025 – 12/31/2025	VSHSL Fund - Seniors	\$244,644
	1/1/2025 – 12/31/2025	VSHSL Fund - Veterans	\$34,453
	1/1/2026 – 12/31/2026	VSHSL Fund - Seniors	\$256,876
	1/1/2026 – 12/31/2026	VSHSL Fund - Veterans	\$36,176
TOTAL BUDGET			\$711,698

II. DEFINITIONS

Below are common terms used throughout this SOW and their definitions.

- A. **Cash Value Card (CVC)** means a card designed to store a specified dollar value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account. CVCs may include, but are not limited to prepaid debit cards, prepaid store cards, reloadable bank cards, prepaid gas cards, etc.
- B. **Deliverable** means the work product and other output of the services and PROGRAM ACTIVITIES required to be delivered by the Contractor as part of the performance of this Contract, as specified in the relevant section below.
- C. **Flexible Financial Assistance** means short-term funds used to address key basic needs and financial barriers faced by service participants. FLEXIBLE FINANCIAL ASSISTANCE may be administered in the form of non-cash contributions directly to the service participant or in the form of payments made directly to third parties on behalf of the service participant (e.g., rent, legal fees, childcare fees, etc.).
- D. **Milestone** means a scheduled event signifying the provision of a DELIVERABLE or a set of related DELIVERABLES, occurrence of an event, or completion of a task, activity, or service by the identified date as specified in the relevant section below.
- E. **Performance Measurement (PM) Plan** means the written details of the way King County and the Contractor shall measure and monitor the Contractor's program performance during the contract term. The PM PLAN shall include specific measures, data elements, and reporting cycles and activities to review the data and support continuous quality improvement. The PM PLAN may include performance targets, additional evaluation activities, such as focus groups or surveys, and/or more rigorous evaluation projects.
- F. **Program Activities** means all of the services to be performed by the Contractor as set forth in Section IV, *Scope of Work*.
- G. **Service Period** means the period of time during which Contractor shall be paid, funded, or reimbursed according to the terms and conditions of this Contract. If no other date is listed in this SOW, the SERVICE PERIOD shall begin when this Contract becomes effective, which is the last date of signature of the Contract.
- H. **Race, Age, Diversity, and Inclusion Opportunities (RADIO):** RADIO provides capacity-building opportunities to individual Senior Centers as well as the King County Senior Center Network as a whole, to recognize the unique needs of each organization in becoming more welcoming and inclusive spaces that celebrate diversity, and in cultivating strong, mutually respectful, and intercultural partnerships. RADIO recognizes the important intersection of racism and ageism and is grounded in the understanding that systemic oppression historically and currently works to favor some and disfavor others based on race.
- I. **ASD VSHSL Specific Definitions**
1. DCHS web-referenced definitions for the following terms used within this Scope of Work can be found at <https://kingcounty.gov/VSHSL-definitions>.
 - a. Caregiver
 - b. Implementation Plan

- c. Senior
 - d. Senior Hub
 - e. Veteran
2. Definitions for the following terms used within this Scope of Work can be found in the VSHSL Implementation Plan at [King County VSHSL Implementation Plan](#).
- a. Social Engagement

III. **PROGRAM PURPOSE**

King County’s overarching goal is to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive, with full and equal access to opportunities, power, and resources. The Adult Services Division, in its partnership with the Contractor, shares a commitment to contributing to community-level change and individual-level impact in the following areas:

A. Social Engagement

The activities outlined in this SOW are being contracted for the following purpose:

To establish the King County Senior Center Network (KCSCN) by providing foundational support to a network of inclusive, vibrant individual Senior Centers and Senior Centers acting as individual or partner Senior Hubs.

Senior Centers provide essential programs, services, and social engagement opportunities that allow Seniors to age with full and equal access to options for happy and healthy living.

The purpose of the KCSCN is to strengthen King County’s ability to provide the diversity of Seniors in King County opportunities to be socially engaged. The KCSCN achieves this purpose through collaborations, partnerships leveraging of funds, opportunities for trainings sponsored by DCHS, and facilitated connections to other County services.

Accordingly, the parties shall work together to perform, report, and monitor the services described in this SOW in a manner that contributes to the goals of the County described herein.

IV. **SCOPE OF WORK**

To meet the purpose stated above, the Contractor shall carry out the following scope of work during the SERVICE PERIOD.

A. Participant Eligibility and Focus Population

Eligible participants are Seniors (persons 55 and older) and their caregivers, as well as Seniors who are Veterans, servicemembers, or family members of a Veteran or servicemember. The focus populations are Seniors who have previously had no or limited involvement in Senior Center activities due to barriers such as language, transportation,

mobility, cultural differences and understanding, ageism, racism, LGBTQ+ status, and other factors that contribute to isolation or exclusion.

B. Program Activities

The Contractor shall operate as a Senior Center providing social engagement opportunities for Seniors 55+ and Veterans, which shall include:

1. Providing services and activities accessible to the public at least three days each week, with a weekly minimum of fifteen (15) hours of scheduled programming and operations that regularly includes each of the following:
 - a. Food and nutrition programs and/or congregate (shared) meals; and
 - b. Social engagement activities; and
 - c. Information and assistance that connects individuals to aging networks and services; and
 - d. Health promotion, wellness, and/or fitness activities.

Services and activities can occur at different locations, provided that all location information is clearly specified on a schedule which is easily accessible to all intended participants and relevant community organizations. Specified locations may include one or more buildings or spaces designated only for Seniors, or within a multipurpose building or space with sufficient time reserved only for the Senior Center programming, as described in items 1.a-d above.

2. Accept, as needed, ad hoc, one-time and/or emergency funds to support essential services for the Contractor's Senior population.
3. The Contractor shall staff programs as needed to support delivery of services.
4. The Contractor shall participate in the King County Senior Center Network (KCSCN) as follows:
 - a. Provide Senior Center services named in Section IV.B.1.a-d. above.
 - b. Attend all King County VSHSL-sponsored KCSCN semi-annual learning collaborative meetings.
 - c. Prioritize participation in RADIO training opportunities, scheduled by King County.
5. Engage in culturally-competent focus population-specific outreach and/or other programmatic activities to strengthen the inclusion of isolated Seniors at the Senior Center, including Seniors who cannot or choose not to visit the physical space(s) where the Senior Center is located.
6. Contractor shall notify King County within two weeks if a key position funded under this SOW becomes vacant and advise King County of plans to fill the vacancy within three months, as well as plans to redistribute program activities in the interim.

7. **Geographic Distribution of Services:** Contractor and/or subcontractor(s) will provide services in the following council districts:
 - a. Council district #: 7

8. The Contractor shall work with King County staff to create a referral protocol (the "Referral Protocol") with the King County Veterans Program for the purpose of recruiting participants to the Auburn Senior Activity Center. If the Contractor had previously developed a Referral Protocol with the King County Veterans Program for Auburn Senior Activity Center such Referral Protocol shall remain in full force and effect for the term of this Statement of Work. The Referral Protocol may be changed upon mutual written agreement of the parties.

9. Issue Cash Value Cards (CVCs) with no stipends in the manner described below:
 - a. Distribute the CVCs to participants within the SERVICE PERIOD. Any undistributed CVCs shall not be reimbursed and shall be deducted from the final invoice.

 - b. Ensure CVCs are kept in a secured location, with limited access. When a Contractor employee removes CVCs from the secured location, the Contractor shall document the following on a tracking log:
 - i. Employee identity and count of each CVC taken.
 - ii. Employee identity and count of each CVC returned.
 - iii. Dated signature of each employee taking or returning the CVC(s).

 - c. Track CVC(s) by purchase and by distribution to each person. The tracking log of the purchase and distribution shall include:
 - i. Unique number of CVCs purchased;
 - ii. Date CVCs purchased;
 - iii. Date CVCs distributed;
 - iv. Cash value of each CVC purchased;
 - v. Name and signature of individual(s) distributing CVCs;
 - vi. Name and signature of each CVC recipient; and
 - vii. Brief description of the reason for distribution (e.g. date, time, and title of meeting).

 - d. Submit a CVC tracking log using the report template to be provided by King County as part of the billing cycle outlined in Section VIII, Compensation and Method of Payment. See Section VII, Data Collection and Reporting Requirements for specific reporting requirements.

 - e. The Contractor shall educate CVC recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a

consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a “Self-Employed Individuals Tax Center” with guidance on tax obligations for independent contractors. Recipients of CVCs shall not be considered employees of the County for any purpose.

- f. If the CVC is being distributed to compensate an individual for their time, the Contractor shall record the recipient name in enough detail such that if an IRS form 1099-Misc is required, the Contractor will have enough information to send to the IRS and the recipient.
10. Issue Cash Value Cards (CVCs) with stipends in the manner described below:
- a. Compensation of stipends may be paid out in the form of checks, direct deposit, CVC, or other method approved in writing by the County.
 - b. When CVCs are used as a method of payment, the County shall reimburse the Contractor for CVCs that have been distributed as stipends. The County shall not reimburse the Contractor for CVCs that have been purchased but not yet distributed.
 - c. CVCs shall be distributed within the SERVICE PERIOD. Any undistributed CVCs as of the end of this Contract’s SERVICE PERIOD shall not be reimbursed by the County.
 - d. Ensure CVCs are kept in a secured location, with limited access. When an employee removes cards from the secured location, Contractor shall document the following on a tracking log:
 - i. Employee identity and count of each CVC taken.
 - ii. Employee identity and count of each CVC returned.
 - iii. Dated signature of each employee taking or returning the CVC(s).
 - e. CVCs shall be kept in a secured location with limited access. The Contractor shall track purchase and distribution of the CVCs, and may choose to utilize the CVC Log provided by King County or the Contractor may maintain documentation in its own preferred format, which shall document the following information:
 - i. Unique identifying information for each CVC purchased;
 - ii. Date CVCs purchased;
 - iii. Date CVCs distributed;
 - iv. Cash value of each CVC purchased;
 - v. Name and signature of individual(s) distributing CVCs;
 - vi. Name and signature of each CVC recipient; and

- vii. Brief description of the reason for distribution (e.g. date, time, and title of meeting).
- f. Any deviations from or updates to the provisions outlined above regarding payment of stipends shall require written permission from King County staff.
- g. The Contractor shall maintain accurate records for payment of stipend invoicing and submit these documents to the County along with the billing invoice for reimbursement. The Contractor shall balance equity considerations with the need for accountability of government funding by producing appropriate supporting documentation for payment of stipends. At a minimum, the Contractor shall produce the following documentation for all meetings and/or activities for which stipends shall be paid:
 - i. Time sheets for all hours billed, which shall include the name of the payee, their role, the date and time frame for hours worked, the specific work completed, and rate of pay;
 - ii. Meeting agenda, if applicable, with the date and time of event and topic(s) to be covered;
 - iii. Notification of meeting, if applicable; and
 - iv. Sign-in sheets, if applicable, which may be satisfied by providing screenshots of full names of all participants for online meetings.
- h. Recipients of stipends shall not be considered employees of the County for any purpose. The Contractor is exclusively responsible for educating stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors.
- i. Submitted reports/documents may be redacted or include codes to protect the privacy of the individuals. However, the Contractor shall maintain unredacted records of any participants in the event additional information is required upon notice and request by King County.

11. Flexible Financial Assistance

Contractor may provide recipients with Flexible Financial Assistance.

If the Contractor believes they will provide flexible financial assistance to meet an individual's needs related to safety, health and stability, the Contractor may provide up to \$1,000 per calendar year in flexible financial assistance to eligible program participants:

Eligible items include:

- Housing assistance (hotel/motel emergency stays, rental applications, rental assistance, rental deposit, utilities set-up fees or costs)
- Food assistance (groceries, meals)
- Transportation (taxi, bus pass, fuel, car repairs)
- Other items for health and wellbeing (toiletries, over-the-counter medical supplies, clothing)

Additional flexible financial assistance categories that meet the self-identified needs of individuals and help to address needs that interfere with the ability to create safe, healthy and stable lives must have written approval from King County.

If offering flexible financial assistance to participants in the form of cash-value cards (such as gift cards, gas cards, transit cards, bus tickets, etc.), the Contractor shall follow the guidelines set out in Subsection B.9 above.

If using flexible financial assistance, the Contractor shall submit a flexible financial assistance tracking log as part of the billing cycle outlined in Section VII., COMPENSATION AND METHOD OF PAYMENT. See Section VI., DATA COLLECTION AND REPORTING REQUIREMENTS for specific reporting requirements.

Distributing cash or checks directly to clients is NOT allowed under this SOW.

At any time prior to the start of the last billing period, the Contractor may request King County's permission to increase the flexible financial assistance amount by reallocating other program funds for such purpose. Upon receipt of King County's written approval, such additional flexible financial assistance funds may be used as otherwise permitted under the terms of this SOW.

12. Unless this SOW provides otherwise, all work performed and services delivered by the Contractor during the SERVICE PERIOD shall be in conformance with the requirements and descriptions of this SOW and be in compliance with all other terms and conditions of this Contract.

C. Milestones

The Contractor shall meet the following program implementation MILESTONES during the SERVICE PERIOD:

2024 Milestones

1. By September 30, 2024, or within 30 days of contract execution: The Contractor shall submit to King County an updated 2024 workplan, if a workplan was previously submitted, or a new 2024 workplan outlining the activities and services offered or in development as a Senior Center to cover the service period July 1, 2024 – March 31, 2025.
2. Resource Fairs: Contractors and subcontractors are required to participate in biennial resource fairs, to be scheduled and convened by ASD, in each council district where

the contractor is providing services as listed in Section IV, *Scope of Work, Subsection B.7.*

2025 Milestones

1. By February 14, 2025: The PM Plan shall be fully developed and formally accepted by the Contractor. See Section V, *Performance Measurement*, for more information.
2. By March 31, 2025: The Contractor shall develop milestones for the remaining service period in partnership with King County.

D. Deliverables

The Contractor shall submit the following DELIVERABLES to King County during the SERVICE PERIOD:

1. **Complete and accurate billing invoice packages:** the Contractor shall deliver a complete and accurate billing invoice package to King County within ten (10) business days of the end of each month in a format provided to the Contractor by King County.
2. **Annual Report:** The Contractor shall submit an annual narrative progress report to King County by January 15 following each program year. The report shall cover the activities of the previous year (January – December). The format and questions for the annual narrative progress report shall be provided by King County.
3. **Services and Client Data:** The Contractor shall submit individual-level and/or aggregate-level data about services and client outcomes to King County on a quarterly basis from the start date of the service period of the Contract. Reports are due within ten (10) business days following the end of each quarter of the calendar year. The format and reporting mechanisms for this report shall be provided by King County and be outlined in the PM PLAN.

E. Partnership Expectations

1. The Contractor shall work with King County staff to coordinate and align services with other King County-funded organizations and system partners in order to effectively and efficiently administer a set of services that clients may be seeking to access.
2. The County and other entities often offer training opportunities at no cost to help providers attain and maintain key skills and concepts that will support the County's goals of effectiveness, efficiency, and equity. The Contractor shall stay informed of training opportunities.
3. The Contractor shall participate quarterly in meetings of other King County-funded organizations, if and when these are convened, to improve system connection and coordination of existing services and support best practices and shared learning.
4. The Contractor shall include an attribution to King County with the use of the King County logo and/or a statement such as "This program receives funding from the

King County Veterans, Seniors, and Human Services Levy” in all program marketing materials, digital or hardcopy, developed during the SERVICE PERIOD.

V. PERFORMANCE MEASUREMENT

A. Performance Measurement (PM) Planning Process

A PM PLAN shall be co-developed by the Contractor and DCHS and is intended to provide both parties with useful information for decision-making, planning, and program management. The Contractor and DCHS staff shall work collaboratively to identify relevant and/or required measures of service delivery, quality, and program results, and to determine the mechanisms by which information will be collected, managed, and reported. DCHS is responsible for providing a first draft of the PM PLAN. The PM PLAN shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

B. Performance Measures

The PM PLAN may include at least one of each type of the performance measures (below). The PM PLAN may also include strategy-level performance measures specific to funding sources when applicable.

Measure Type	Meaning	Potential Measures
How much did we do?	Quantity of service provided	Number of Seniors engaged
How well did we do it?	Quality of service provided	Percent of Seniors engaged from strategy focus populations
Is anyone better off?	How clients have been impacted	Percent of Seniors engaged more than one quarter

Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described and defined in the PM PLAN. The Contractor’s failure to meet any specific performance goals, targets, or other metrics outlined in the PM PLAN shall not constitute a breach of this Contract.

C. Modification of the PM PLAN

Either party may suggest revisions to the PM PLAN. The party requesting revisions to the PM PLAN (the “Requesting Party”) shall submit the suggested changes in writing to the other party (the “Receiving Party”).

If additional changes are requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PM PLAN has been developed and each party has provided the other with written acceptance of all modifications. Upon such acceptance, the modified PM PLAN shall replace all prior versions of the PM plan.

Development of the PM PLAN is a MILESTONE set forth in the relevant section; failure to participate in the PM PLAN development or modification process may constitute a breach of this Contract.

If, through analysis of the required reports and data or through conversations with the Contractor, it is determined that the program model, as described in this Contract, is not successfully or sufficiently serving the King County Senior and Veteran communities the Contractor agrees to work with DCHS to re-envision the program model, adjust the PROGRAM ACTIVITIES, and make changes to the PM PLAN. Such adjustments will be documented in a written amendment to this Contract signed by both parties.

VI. DATA COLLECTION AND REPORTING REQUIREMENTS

- A. The Contractor shall maintain compliance with all data collection and reporting requirements stated in the Contract and all Attachments, Statements of Work, and PM PLANS.
- B. The Contractor shall participate in quarterly check-ins with King County staff either in person or by phone. Check-ins may be reduced or increased in frequency based on program needs and King County needs to ensure program accountability and the provision of adequate support for the program.
- C. King County reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three business days' notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with King County to adjust the due date for additional requested information.
- D. The meeting and reporting requirements of this Section VI shall begin on the date this SOW becomes effective.
- E. The Contractor shall submit a quarterly summary of services and progress towards milestones as applicable. This summary shall be submitted with the submission of each invoice provided to King County.
- F. The Contractor shall complete a VSHSL-funded wage study when released by DCHS to help inform understanding of prevailing wages among nonprofit providers, and how compensation may be contributing to staff satisfaction, turnover and participant outcomes. Results of the survey shall be made available to all VSHSL-funded providers.
- G. If the Contractor provided flexible financial assistance for the payment period, the Contractor shall submit a cumulative flexible financial assistance tracking log, in a format provided by King County, as part of the billing cycle outlined in Section VII., COMPENSATION AND METHOD OF PAYMENT.
- H. Cash Value Card – No Stipends Reporting Requirements
 - 1. If the Contractor issues CVCs, the Contractor shall submit a cumulative CVC tracking log, in a format approved by King County, along with supporting documentation of CVC transactions as part of the billing cycle outlined in Section VII., COMPENSATION AND METHOD OF PAYMENT. Copies of receipts of all purchases of CVCs, or other goods with monetary value, shall be provided by the Contractor to King County.

2. King County shall not reimburse the Contractor for any CVCs that either (i) were not distributed, or (ii) were not documented as required under this Contract. The total amount of any undistributed or improperly issued CVCs shall be deducted from the Contractor's final invoice, and King County's final payment.

I. Cash Value Cards – With Stipends Reporting Requirements

Monthly Report – The Contractor shall submit with each quarterly invoice, a report of stipend payments, which may be redacted or include codes to protect the privacy of the individuals, and shall include the following:

1. CVC tracking documentation; and
2. Spreadsheet or other tracking method of expenditures, which contains the following information:
 - a. Amount expended;
 - b. Type of purchase or activity;
 - c. Purpose of purchase or activity;
 - d. Form of payment (e.g. CVC, check, etc.);
 - e. Name of recipient, which may be redacted or replaced with a code if an individual;
 - f. Date of activity (e.g. meeting, purchase, etc.); and
 - g. Date of payment.

The quarterly report shall be due by the invoice due date.

VII. COMPENSATION AND METHOD OF PAYMENT

A. Payment to the Contractor

Regular payment for activities covered by this SOW shall be based on (1) meeting the deliverables outlined in the table below, and (2) the Contractor incurring periodic costs and expenses in performing program activities described in Section IV.B., SCOPE OF WORK: Program Activities.

If the Contractor does not meet the agreed upon program activities, deliverables and/or contract milestones during two quarters of the Contract and/or if the Contractor fails to engage with the King County staff to make necessary adjustments in order to better serve the King County community, King County reserves the right to request specified corrective action in writing or, either before such a request is issued or if such a request is unheeded or does not produce improved engagement toward quality improvement, to reduce the Contract amount, withhold payment, or terminate this Contract in line with notice requirements in this Contract's Standard Terms and Conditions.

1. **Deliverable:**

- a. Timely completion and receipt of contract DELIVERABLES as described in Section IV, Scope of Work, and receipt and acceptance of a Billing Invoice Package (BIP) in a format to be provided to the Contractor by King County.

2024 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
October 15, 2024	Preceding quarter	<u>\$60,980</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Flexible Financial Assistance (FFA) Tracking Report 3. Individual-level and/or aggregate level data 4. General Ledger & Updated Budget reflecting Quarterly Expenditures, due October 22, 2024 5. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$8,795</u>	VSHSL Fund - Veterans	
		<u>\$69,775</u>	Total	
January 15, 2025	Preceding quarter	<u>\$60,980</u>	VSHSL Fund - Seniors	On-time completion or submission of: 1. Accurate Billing Invoice Package 2. Flexible Financial Assistance (FFA) Tracking Report 3. Individual-level and/or aggregate level data 4. General Ledger & Updated Budget reflecting Quarterly Expenditures, due January 23, 2025 5. Annual narrative progress report 6. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$8,794</u>	VSHSL Fund - Veterans	
		<u>\$69,774</u>	Total	

2025 Payment Table					
Date Due	Payment Period	Payment / Fund Source		Deliverable	
April 14, 2025	Preceding quarter	<u>\$61,161</u>	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> 1. Accurate Billing Invoice Package 2. Flexible Financial Assistance (FFA) Tracking Report 3. Finalized PM Plan 4. Individual-level data 5. General Ledger & Updated Budget reflecting Quarterly Expenditures, due April 21, 2025 6. Summary of progress towards 2025 workplan and/or milestones as applicable 	
		<u>\$8,613</u>	VSHSL Fund - Veterans		
		<u>\$69,774</u>	Total		
July 15, 2025	Preceding quarter	<u>\$61,161</u>	VSHSL Fund - Seniors		On-time completion / submission of: <ol style="list-style-type: none"> 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due July 22, 2025 4. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$8,613</u>	VSHSL Fund - Veterans		
		<u>\$69,774</u>	Total		
October 15, 2025	Preceding quarter	<u>\$61,161</u>	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due October 22, 2025 4. Summary of progress towards 2025 workplan and/or milestones as applicable 	
		<u>\$8,613</u>	VSHSL Fund - Veterans		
		<u>\$69,774</u>	Total		

2025 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
January 15, 2026	Preceding quarter	<u>\$61,161</u>	VSHSL Fund - Seniors	On-time completion or submission of: <ol style="list-style-type: none"> 1. Accurate Billing Invoice Package 2. Flexible Financial Assistance (FFA) Tracking Report 3. Individual-level data 4. General Ledger & Updated Budget reflecting Quarterly Expenditures, due January 23, 2026 5. Annual narrative progress report 6. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$8,614</u>	VSHSL Fund - Veterans	
		<u>\$69,775</u>	Total	

2026 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
April 14, 2026	Preceding quarter	<u>\$64,219</u>	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> 1. Accurate Billing Invoice Package 2. Individual-level data 3. Flexible Financial Assistance (FFA) Tracking Report 4. General Ledger & Updated Budget reflecting Quarterly Expenditures, due April 21, 2026 5. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$9,044</u>	VSHSL Fund - Veterans	
		<u>\$73,263</u>	Total	
July 15, 2026	Preceding quarter	<u>\$64,219</u>	VSHSL Fund - Seniors	On-time completion / submission of: <ol style="list-style-type: none"> 1. Accurate Billing Invoice Package
		<u>\$9,044</u>	VSHSL Fund - Veterans	

2026 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
		<u>\$73,263</u>	Total	2. Flexible Financial Assistance (FFA) Tracking Report 3. Individual-level data 4. General Ledger & Updated Budget reflecting Quarterly Expenditures, due July 22, 2026 5. Summary of progress towards 2026 workplan and/or milestones as applicable
October 15, 2026	Preceding quarter	<u>\$64,219</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Flexible Financial Assistance (FFA) Tracking Report 3. Individual-level data 4. General Ledger & Updated Budget reflecting Quarterly Expenditures, due October 22, 2026 5. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$9,044</u>	VSHSL Fund - Veterans	
		<u>\$73,263</u>	Total	
January 15, 2027	Preceding quarter	<u>\$64,219</u>	VSHSL Fund - Seniors	On-time completion or submission of: 1. Accurate Billing Invoice Package 2. Flexible Financial Assistance (FFA) Tracking Report 3. Individual-level data 4. General Ledger & Updated Budget reflecting Quarterly Expenditures, due January 25, 2027 5. Annual narrative progress report 6. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$9,044</u>	VSHSL Fund - Veterans	
		<u>\$73,263</u>	Total	

Ongoing funding for the full term of this Contract shall also be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in this Contract.

B. Billing Invoice Package

The Contractor shall submit a BIP quarterly that consists of an invoice statement and other reporting requirements as stated in this Contract. The BIP's accuracy must be attested to by signature of a person authorized by the Contractor or through user timestamp in DCHS' electronic invoicing system.

The BIP is due within ten (10) business days following the end of each such payment period. Payment is due and shall be made once the BIP is approved by DCHS and processed by King County's Accounts Payable. Incomplete or inaccurate BIPs shall be returned to the Contractor for corrections and resubmission. The Contractor's obligation to submit a BIP shall not begin until after the effective date of this contract.

The total amount of payments to the Contractor for each year of this SOW shall not exceed the yearly funding allocation as noted in the funding table in Section I., OVERVIEW, unless otherwise approved by King County in writing.

Every quarter and upon the termination or expiration of this Contract: As outlined in the Payment Table in this Section, the Contractor shall submit actual expenditures for allowable expenses from the previous quarter pursuant to services described in this SOW (Actual Expenditures) as part of the BIP. These actual expenditures shall be transmitted in the form of a detailed general ledger report from Contractor's financial system, including a budget to actuals reconciliation related to activities outlined in this SOW (General Ledger).

The Contractor must retain on file backup documentation for all costs paid for flexible financial assistance, incentives, stipends and/or cash-value cards (including receipts, invoices, timesheets, and copies of checks) for the duration of Contractor's VSHSL award plus an additional six years. This documentation must be made available upon request. The County may conduct a site visit to the Contractor's office to review and verify the foregoing records. Advance notice will be given to the Contractor in the case of fiscal audits to be conducted by the County.

C. Quarterly Budget to Actuals Reconciliation and Payment Process

1. The County shall review, on a quarterly basis, Actual Expenditures compared to the actual payments made to the Contractor and scheduled payments (see Payment Table above) for such quarter (Quarterly Aggregate Payment).
2. If the County determines that Actual Expenditures equal or exceed the Quarterly Aggregate Payment, then the County shall pay the full amount listed in the Payment Table that is then currently due and owing (Current Payment).
3. If the County determines that Actual Expenditures are (a) less than the Quarterly Aggregate Payment and (b) that difference is less than or equal to the next scheduled payment to be made by the County (the Next Payment), then the Next Payment shall be reduced by such difference.

4. If Actual Expenditures are (a) less than the Quarterly Aggregate Payment and (b) that difference is more than the Next Payment, then the County shall be relieved from its obligation to make the Next Payment, and may: (c) lower the amount of future payments by the remaining difference (such as reducing, pausing or skipping payment) and/or (d) require that the Contractor submit a plan stating how excess payments will be applied to future program purposes as described in this Contract (the plan must be approved in writing by the County). The County, in its sole discretion, shall determine whether the Contractor's actual reported expenditures are allowable. The County's decisions regarding how excess payments by the County shall be treated under this Section are final. The County reserves the right to recapture unspent funds.
5. If there is no Next Payment as a result of the expiration or termination of this Contract, then the Contractor shall return any difference between Actual Expenditures and the final Quarterly Aggregate Payment within ten (10) calendar days of King County's review and analysis of the final BIP. Payment instructions shall be provided in writing by the County within three (3) business days of such final BIP analysis.
6. As mutually agreed to in writing by the parties, the aggregate amount of any and all reduced or withheld Next Payments described in Section VII.C.3 and Section VII.C.4 above may be carried forward into future Payment Periods to reimburse Contractor for Actual Expenditures in excess of the Quarterly Aggregate Payment.

D. Acceptance of Work

1. To serve the best interests of King County, the completion of each task, program activity, performance requirement, DELIVERABLE, MILESTONE, and billable item ("Work") shall be subject to acceptance by DCHS. DCHS may withhold payment if it rejects or fails to accept a DELIVERABLE; payment on the Contract shall not be considered acceptance of Work.
2. In the event of rejection of Work, the Contractor shall be notified within thirty (30) calendar days from the date of DCHS' receipt of such Work. If DCHS does not accept Work, such notice shall include the reasons for such rejection, and the Contractor shall have fourteen (14) calendar days to cure the identified deficiency(-ies).

E. Material Changes in Revenue

The Contractor shall advise King County quarterly of any material changes in revenues from sources other than the County that are used to provide the services funded under this Contract. The Contractor shall re-negotiate, as needed, if the County determines that such changes are substantial.

F. No Duplication/Supplanting

The Contractor shall not invoice and charge DCHS for incurred costs paid for by another source of funds. Reimbursement shall be made once the BIP is approved by DCHS. Incomplete or inaccurate BIPs shall be returned to the Contractor for corrections and resubmission.

G. Repayment of Funds

If the Contractor has unspent award funds on hand as of the termination date of this Contract, it shall return all unspent funds to DCHS within ten (10) calendar days. If any funds provided to the Contractor were used in a manner that is not consistent or allowable as outlined in this Contract, the Contractor shall return funds to the DCHS in the amount determined to be ineligible within ten (10) calendar days after provided notice.

H. Addition to Standard Terms and Conditions: Part-time Nonemployee Instructors

Refer to Subsection 16 of the King County DCHS Standard Terms and Conditions. The term "Subcontractor" shall not apply to individuals who are not employees of the Contractor, who provide instructional services for the Contractor, and who earn less than \$12,000.00 per year from this work. These services must be provided at a Contractor location or virtually and paid with program funds. Such individuals shall not be considered County employees for any purpose.

The Contractor is solely responsible for informing these nonemployee instructors about their responsibilities regarding self-employment and income taxes, as well as any other tax obligations that may arise from their payment and services under this Contract. For additional information, the IRS website offers a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors.

VIII. SUBCONTRACTING AND EQUITY, RACIAL, AND SOCIAL JUSTICE REQUIREMENT

The Contractor shall exercise all due care and diligence and take all reasonable steps to ensure the values, conduct, and associations of any subcontractors or third parties delivering services to participants do not conflict with the work described in this Contract, or King County's prioritization of equity, racial, and social justice.

IX. MUTUAL PROPRIETARY AND INTELLECTUAL PROPERTY

Notwithstanding Section 21. Proprietary Rights in the King County DCHS Standard Terms and Conditions, the following language shall apply:

A. Intellectual Property Ownership and Rights

The parties agree that ownership of and other rights in any intellectual property created by the Contractor in the course of the conduct of research under this Contract shall be determined in accordance with the laws of the United States and the State of Washington. Except as otherwise expressly provided herein, neither party shall, by reason of this Contract or its performance, obtain any right, title, license or other interest, either expressed or implied, to the other party's intellectual property.

B. Contractor's License

To the extent Contractor has ownership of and other rights in any intellectual property created by the Contractor in the course of this Contract, provided that the County has otherwise performed its material obligations under this Contract, the Contractor hereby grants to the County a fully-paid, non-exclusive, royalty-free, license for the County's use,

without right to sublicense, to: (i) the written reports and data delivered to the County; and (ii) the product(s) and materials produced by the Contractor during the course of performing the services identified in this Contract.

C. County's License

To the extent the County has ownership of and other rights in any intellectual property created in the course of this Contract, provided that the Contractor has otherwise performed its material obligations under this Contract, the County hereby grants to the Contractor a fully-paid, non-exclusive, royalty-free, license for the Contractor's use, without right to sublicense, to: (i) the written reports and data delivered to the County; and (ii) the product(s) and materials produced by the Contractor during the course of performing the services identified in this Contract.

X. CONFIDENTIALITY OF INTERPRETATION/TRANSLATION

The Contractor shall maintain confidentiality of all information being interpreted/translated. The Contractor shall use information learned in interpretation/translation only for the performance of services identified in this Contract, and not for Contractor's own benefit.

XI. DCHS CONFIDENTIALITY RESPONSIBILITIES

DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any confidential information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of confidential information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose confidential information, DCHS shall provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

XII. CONTRACTOR LIABILITY IN ADDITION TO GENERAL TERMS AND CONDITIONS

In addition to Section 13, Hold Harmless and Indemnification of this Contract's Standard Terms and Conditions, the Contractor shall be liable and solely responsible for the accuracy of its work performed in connection with this Contract. This includes any DELIVERABLE or reporting inaccuracies or fraudulent claims due to the negligence of the Contractor, its Subcontractors, or agents in the performance of the services identified in this Contract.



Auburn Senior Resources

King County Veterans, Seniors & Human Services Levy



Auburn Senior Resources

King County Veterans, Seniors & Human Services Levy

Serving: Auburn • Pacific • Algona

Free social services to seniors and veterans connecting them with resources in our community.

Program Eligibility

- Seniors who are 55+
- Veterans of any age or family member
- Reside in the service area (Auburn, Pacific, Algona, and unincorporated King County)

We are committed to serving seniors from diverse communities in South King County & ensure accessibility for all by providing interpretive services tailored to non-English speakers.

Located at: Auburn Senior Activity Center

808 9th St SE, Auburn, WA 98002 | 253-931-3016

Activities Offered:

- Daily Lunch
- Hikes & Walks
- Day Trips & Extended Travel
- Movies & Games
- Music & Dancing
- Sports & Fitness
- Respite Care

Something for everyone!



auburnwa.gov/seniors



Helping seniors and veterans navigate resources to help them thrive in our community.



Get one-on-one help accessing community resources such as:

- Housing
- Transportation
- Financial/Rental Assistance
- Utility Discounts
- Food Access
- Short-term Counseling
- Crisis Intervention
- Case Management
- In-home Assistance
- Application Support

Funded through



Community resources

Community Living Connections
 (206) 962-8467 or (844) 348-5464
info@communitylivingconnections.org

King County Veterans Program
 Tukwila (206) 477-702

Meals on Wheels
 (206) 448-5767 or (888) 308-6325
mealsonwheels@soundgenerations.org

Pathways Information & Assistance (Sound Generations)
 (206) 448-3110 or (888) 435-3377
info@soundgenerations.org

Resource Center of Auburn
 Drop-in hours: Thursdays 1:30-3:30pm
 2814 Auburn Way N • Auburn WA 98002

Auburn Food Bank
 (253) 833-8925
 2804 Auburn Way N • Auburn, WA 98002

“I honestly could not have gotten this far without you. I want you to know how much your consistent support has helped me. Thank you.”

“The program has done wonders for me. It helped me get off the streets and into my own apartment. They have gone above and beyond and walked me through the steps to get to this point.”

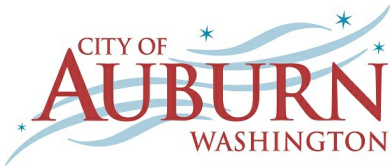
“Another huge thank you for all you have done for us and in turn our community. Having the guardianship in place is a huge addition to his life, thank you.”

Resource Navigators are providers who can assist with mental health counseling, case management, crisis intervention, and ensure that people get connected with resources in their community.

Auburn Senior Resources
 253-470-2098
seniorresources@auburnwa.gov

Auburn Senior Activity Center
 253-931-3016
auburnwa.gov/seniors





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5792 (Faber)

Date:

October 2, 2024

Department:

Parks, Art and Recreation

Attachments:

[Resolution No. 5792](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5792.

Background for Motion:

Auburn Parks, and Recreation was awarded a grant in the amount of \$212,033.49 from the Cascade Bicycle Club for purposes of providing support for a new Middle School biking program. Cascade Bicycle Club and the City of Auburn will work with local bike advocates, educators, and local communities to expand the knowledge of bicycle and pedestrian safety as well as leadership skills to students in systemically underserved communities with the goal of improving the health and wellness of our youth as well as creating a cleaner, greener, and more equitable state.

Background Summary:

Resolution No. 5792 authorizes the Mayor to execute an agreement between the City of Auburn and the Cascade Bicycle Club to accept and expend grant funds in the amount of \$212,033.49 for the operation of two City Bicycle Programs.

Reviewed by Council Committees:

Councilmember: Cheryl Rakes

Staff: Daryl Faber

Meeting Date: October 7, 2024

Item Number: RES.G

RESOLUTION NO. 5792

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 CASCADE BICYCLE CLUB TO ACCEPT AND EXPEND GRANT FUNDS FOR THE OPERATION OF TWO CITY BICYCLE PROGRAMS

WHEREAS, The Washington State Department of Transportation (WSDOT) provides grant funding through the Statewide School-Based Bicycle Safety Education Program, which was created by statute in 2022; and

WHEREAS, the purpose of the program is to make elementary and middle school students more confident bicyclists for transportation and/or recreation by developing their bicycle skills and providing them with street safety knowledge; and

WHEREAS, the Cascade Bicycle Club is an organization that works with WSDOT to identify qualified recipients of grant funding through the School-Based Bicycle Safety Education Program and to administer those grants; and

WHEREAS, the Cascade Bicycle Club has awarded the Auburn Parks, Arts, and Recreation Department grant funding for two middle school programs that teach bike knowledge, bicycle and pedestrian safety, and leadership skills to students from systemically underserved communities.

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

Section 1. The Mayor is authorized to execute an agreement between the City of Auburn and the Cascade Bicycle Club to accept Statewide School-Based Bicycle

Safety Education Program grant funds, and to expend such funds. The agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, Acting City Attorney

EXHIBIT A

CONTRACT BETWEEN

CASCADE BICYCLE CLUB AND

City of Auburn- Parks, Arts & Recreation

This Contract (the “Contract”) is entered into by and between the City of Auburn- Parks, Arts & Recreation (“Auburn Parks and Rec” or “CONTRACTOR”), a government entity having its principal place of business at 25 West Main, Auburn WA 98001 and the Cascade Bicycle Club (“CBC”), a non-profit organization, having offices at 7787 62nd Ave NE Seattle, WA 98115.

Effective Date: July 15, 2024
Contract Amount: \$212,033.49
Period of Performance: July 1, 2024 – June 30, 2025

1. PURPOSE. This Contract’s purpose is to provide support for the program described in Appendix A (“Scope of Work”). The Contractor will furnish all reports and deliverables as set forth in Appendix C (“Payment Schedule”). All Contract funds, including any interest and other income earned thereon, must be expended exclusively for charitable purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) and specifically for the purposes stated above. Contract funds may not be expended for any other purpose without CBC’s prior written approval.

2. WSDOT COMPLIANCE. The Contractor has reviewed the Statewide School-Based Bicycle Safety Education Program (the “Statewide Program”) agreement between CBC and the Washington State Department of Transportation (WSDOT). The Contractor acknowledges and agrees to any requirements that may be imposed on CBC and pass through to the Contractor. Any violation by the Contractor of the Statewide Program requirements is a breach of this Contract.

3. COMPENSATION AND PAYMENT. CBC is only obligated to reimburse the Contractor for payments approved and reimbursed by WSDOT. It is in CBC’s sole discretion to provide funds for anything outside of CBC’s reimbursement from WSDOT. As compensation for the Statewide Program’s timely completion to CBC’s reasonable satisfaction, CBC anticipates paying to the Contractor up to \$212,033.49, as laid out in Appendix B. Payments will be made on a reimbursement basis in installments as set forth in Appendix A. CBC may, in its reasonable discretion or at WSDOT’s direction, modify payment terms and amounts and CBC will provide 30 days’ notice of such changes to the Contractor.

Monthly payments to the Contractor will be made within 30 days of receipt of funding by CBC from WSDOT. The payment of each installment of the fees is further contingent upon (a) the Contractor’s progress towards achievement of the Scope of Work’s purposes as determined in CBC’s sole discretion, including timely and thorough completion and submission of any regular

reporting required by CBC, (b) compliance with this Contract's terms, (c) CBC's reimbursement by WSDOT of the necessary funds, and (d) there having been no material changes in the Contractor's operations, staffing, tax-exempt status, or funding that would adversely affect the Contractor's ability to carry out or accomplish this Contract's purposes.

4. **EXPENSE REPORTING AND INVOICING.** No amount is due to the Contractor until the Contractor has complied with CBC's Expense and Invoicing Processes, attached as Appendix C- Payment Schedule, and as updated by CBC. CBC shall pay all undisputed invoices within 30 days after CBC's receipt funds from WSDOT. CBC may withhold payment for (a) any disputed expense reports or invoices until the dispute is resolved or (b) until CBC receives the applicable money from WSDOT.

5. **TERM.** This Contract is for a 1 year time period (July 1, 2024 - June 30, 2025). The Contract may be renegotiated for the following year (July 1, 2025 - June 30, 2026) before this Contract ends. Renegotiation will depend on successful implementation of the deliverables and the Contractor and CBC's desire to extend the Contract and continue the program.

6. **INDEPENDENT CONTRACTOR.** Nothing herein may at any time be construed so as to create a relationship of employer and employee, partners, principal and agent, or joint venturers between CBC and the Contractor.

7. **PUBLICITY.** The Contractor shall comply with all CBC marketing and intellectual property policies and any other applicable restrictions imposed by CBC, including but not limited to Climate Commitment Act Brand and Style Guidelines; WSDOT's branding and style guidelines; and CBC's branding and style guidelines. The Contractor will acknowledge CBC and WSDOT's support in any public-facing materials relating to the Contract or the activities supported by the Contract in a manner to be approved by CBC in writing in advance of the publication of such materials.

The Contractor may report CBC as a funder in its annual report, on its website, and in similar public communications and/or to any regulatory or governmental authority. Likewise, CBC may include the Contractor as a contractor or partner in its annual report, on its website, and in similar public communications and/or to any regulatory or government authority. Any other use by the Contractor of CBC's name and trade names, trademarks, or service marks, and all marketing, advertising or other promotional materials referencing CBC and/or its trade names, trademarks or service marks, is subject to CBC's prior written approval.

If CBC submits a request for review and approval to the Contractor, the Contractor has 5 business days to respond. If no response is provided, then CBC's request is automatically approved by the Contractor.

8. **MONITORING AND EVALUATION.** CBC may monitor and conduct one or more evaluations of the Contractor's activities funded by the Contract. Such monitoring and evaluation may include site visits from CBC personnel, speaking with the Contractor's personnel, or a review of records and materials relating to the Contract activities. The Contractor will cooperate with and agree to provide any information reasonably requested by CBC. If during the Contract's term, the Contractor is audited, the Contractor will provide the audit report to CBC with a detailed plan for remedying any deficiencies observed. The Contractor will promptly notify CBC of: (a) any changes in the Contractor's tax-exempt organization status under Section 501(c)(3) of the Code; (b) any changes in the Contractor's senior management team or key personnel

responsible for carrying out the Contract's purposes; or (c) material changes that has or could have a material effect on the Contractor's ability to carry out the Contract's purposes.

9. RECORDKEEPING. For a minimum of 6 years after the Contract's termination or the expenditure of the funds, whichever is later, the Contractor will maintain records of receipts and expenditures of the Contract funds and will make its books and records available to CBC for inspection as requested. Upon the CBC's request, the Contractor will provide to CBC, at the Contractor's expense, a copy of all data, information, and duplicable materials related to the Contract, within 30 days of CBC's request.

10. AMENDMENT; WAIVER. CBC retains the right to modify, suspend, or discontinue any payment or to terminate the Contract and discontinue the Contract funding if, in CBC's sole discretion, CBC is not reasonably satisfied with the Contractor's progress or determines that the Contractor is not able to carry out or accomplish the Contract's purposes or has failed to comply with any term. CBC's failure to exercise or enforce any right doesn't operate as a waiver. The waiver of a breach does not waive any other provision or operate as a waiver of a subsequent breach of the same provision. If CBC waives any term, provision, or breach, such waiver will not be effective unless it is in writing and signed by CBC. Except for as listed, this Contract and any SOW may be modified or amended only by the parties' mutual written agreement.

11. TERMINATION. CBC may automatically terminate this Contract and any SOWs if (a) the Contractor is in breach of this Contract; (b) CBC does not secure its necessary funding; or (c) WSDOT terminates its agreement or a scope of work with CBC. For any other termination reason, CBC shall give the Contractor 7 days' notice. If this Contract terminates for any reason, then all SOWs automatically terminate unless the Contractor is notified otherwise. CBC shall have no further obligations upon termination. If WSDOT does not allocate funds to CBC to continue this Contract in any future period, CBC may terminate this Contract by seven (7) calendar days written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation.

12. REPAYMENT OF FUNDS AND ASSETS. The Contractor must only use funds and assets purchased with the funds for the Contract's purpose. The Contractor may not use funds to reimburse any expenses incurred prior to the Effective Date. For any reason, at CBC's request, the Contractor will repay any funds or return assets used or committed in breach of this Contract, as solely determined by CBC. The Contractor must return to CBC any portion of the unused funds and any assets purchased with the funds no later than 10 days after the SOW or Contract's termination. Upon termination of this Contract, CBC, in addition to any other rights provided in this Contract, may require Contractor to deliver to CBC any property; specifically produced or acquired for the performance of such part of this Contract as has been terminated. CBC may withhold from any amounts due Contractor such sum as CBC determines to be necessary to protect CBC from potential loss or liability.

13. INSURANCE. The Contractor will provide CBC with a Certificate of Insurance, or evidence of Self-Insurance, which documents insurance coverage for personal injury or property damages claims that may arise from, or in connection to, this Contract's performance, with limits of not less than \$1,000,000 per occurrence. The Certificate of Insurance must name CBC as an additional insured. The Contractor agrees to assume all liability for any damages or losses sustained to property purchased or received for this Contract's purpose. The Contractor acknowledges full responsibility for replacing lost, stolen, or damaged property purchased or acquired through this Contract.

14. MUTUAL INDEMNIFICATION Contractor and CBC agrees to mutually indemnify

and hold harmless Contractor's and CBC's directors, trustees, officers, employees and agents from and against any and all third party claims, damages, costs, penalties, expenses and liabilities of any kind (including reasonable attorneys' fees) in connection with or resulting from of any breach of any representation made by Contractor or CBC or any act or omission of Contractor or CBC or of Contractor's and CBC's directors, trustees, officers, employees or agents in connection with this Contract.

15. **COMPLIANCE WITH LAWS; RESTRICTIONS ON USE OF FUNDS.** The Contractor will not use Contract funds, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combating terrorism, (b) with persons on the List of Specially Designated

Nationals maintained by the U.S. Treasury Department (the “SDN List”) or entities owned or controlled by such persons, or (c) with countries against which the U.S. maintains sanctions programs unless such programs are permitted under applicable law. The Contractor certifies that it does not knowingly employ individuals or contribute funds to persons on the SDN List or owned or controlled by such persons or which are otherwise prohibited under applicable law. The Contractor further agrees that it will not offer or provide money, gifts or other items of value, directly or indirectly, to anyone in order to improperly influence an act or decision relating to activities funded by the Contract, including by assisting any party to secure an improper advantage. Further, the Contractor will not use any Contract funds to intervene in or influence the outcome of any specific public election or support or oppose any political party or candidate for any public office anywhere in the world, and the Contractor will not use any Contract funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of Code Section 4945(d)(1) without CBC’s prior written approval.

16. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing;

(b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

17. ACCESS EQUITY – Contract Reporting (if utilizing subcontractors). Contractor represents and warrants that Contractor, if utilizing subcontractors to perform this Contract, shall register and report monthly, as Contractor, through Access Equity, Washington’s secure online business diversity vendor management system (B2Gnow), which is managed by Washington’s Office of Minority and Women’s Business Enterprises (OMWBE), any payments to subcontractors pertaining to the Contract. Contractor further represents and warrants that Contractor shall use commercially reasonable efforts to ensure that such subcontractors also utilize Access Equity to verify such payment information as reported by Contractor.

18. ACCESS EQUITY. If Contractor utilizes subcontractors to perform this Contract, this section applies. In such circumstances, this Contract is subject to compliance tracking using Access Equity, Washington’s online business diversity vendor management system (B2Gnow), which is managed by Washington’s Office of Minority and Women’s Business Enterprises (OMWBE). Access Equity is web-based and can be accessed at <https://omwbe.diversitycompliance.com/>. User guides and documentation related to Contractor and subcontractor access to, and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. Contractor may contact the Contract Administrator for technical assistance in using the Access Equity system.

i. Contract Payment Reporting & Verification. Contractor and any subcontractors utilized by Contractor to perform this Contract shall utilize Access Equity to report and confirm receipt of payments made to Contractor by WSDOT and to each subcontractor.

ii. Contractor Requirements.

1. Registration. Contractor, within fifteen (15) calendar days of the effective date of this Contract, shall register in Access Equity and enter all required subcontractor information. In the event Contractor subcontracts to perform this Contract after the effective date of this Contract, Contractor shall update Access Equity within fifteen (15) calendar days of such subcontract.

2. Training. Contractor, within twenty (20) calendar days of the effective date of this Contract (or later engagement of a subcontractor), shall complete the required Access Equity

user training (two (2) one-hour online sessions).

3. Subcontractors. Contractor shall require any subcontractor(s) utilized by Contractor to perform this Contract to:

- a. Register in Access Equity.
- b. Complete the required Access Equity user training.
- c. Use Access Equity to verify the amount and date of receipt of each payment from Contractor or, if applicable, a higher tier subcontractor.
- d. Use Access Equity to report payments made by subcontractor to any lower tier subcontractor(s), if any, in the same manner as specified herein.
- e. Promptly respond to any requests or instructions from Contractor or system-generated messages to check or provide information in Access Equity; and
- f. When necessary, promptly coordinate with Contractor and/or WSDOT to resolve any discrepancies between reported and received payments.

4. Reporting. Contractor, quarterly shall report the amount and date of:

- a. All payments received from WSDOT; and
- b. All payments paid to subcontractor(s).

5. Provided, however, that Contractor shall mark as “final” and report final subcontractor payments no later than thirty (30) calendar days after final payment is due to subcontractor(s).

6. Monitor & respond. Contractor shall monitor contract payments and respond promptly to any requests or instructions from WSDOT or system-generated messages to check or provide information in Access Equity.

7. Resolve Discrepancies. When necessary, promptly coordinate with subcontractor(s) and/or WSDOT to resolve any discrepancies between reported and received payments.

iii. Right to withhold Payment for Noncompliance. In the event Contractor or subcontractors, if any, fails to comply with this section, WSDOT may, in addition to any other lawful remedy, upon written notice of such noncompliance, withhold payment to Contractor until such time as such noncompliance is cured.

19. **CONTRACTOR KEY STAFF CHANGES.** Except in the case of a leave of absence, sickness, death, termination of employment or unpaid or paid leave of absence, agreed upon Key Staff must not be changed during the term of this Contract. Otherwise, any change in Key Staff must be agreed in writing between the parties. During the term of the Contract, WSDOT reserves the right to approve or disapprove of Contractor and Subcontractor Key Staff assigned to perform services as required by this Contract, or to require the removal or reassignment of any Contractor or Subcontractor Key Staff found unacceptable by WSDOT, subject to WSDOT’s compliance with applicable laws and regulations. Contractor must provide WSDOT with a resume of any member of its Key Staff or a Subcontractor’s Key Staff assigned to or proposed for any aspect of performance under this Contract prior to commencing any Services.

a. In the event that proposed Contractor resources are unavailable to deliver the work, Contractor must staff the Program with resources with equal or greater skills and capabilities, subject to approval from WSDOT.

b. WSDOT must be notified of any change in Contractor Key Staff as soon as practicable but in no event less than five (5) working days after removal of such staff from their duties in support of this Contract. Contractor must provide resumes and describe the roles and responsibilities of any replacement staff to WSDOT as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. WSDOT reserves the right, in its sole judgment, to approve or reject such replacement staff. WSDOT's approval of such staff shall not be unreasonably withheld.

20. The Contractor agrees that the Program Goods as identified in Exhibit A – Scope of Work or Exhibit B-Product, Price List, and Budget shall only be used for the provision of the Statewide School-Based Bicycle Education Program. For the Program Goods' useful life as set forth in Section 1, "Term". The Contractor further agrees that it will not use or permit the use of the Program Goods in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same or permit the Program Goods to become subject to any lien, charge, or encumbrance. Should the Contractor unreasonably delay or fail to use the Program Goods during the useful life of the Statewide School-Based Bicycle Education Program, the Contractor agrees that it may be required to refund up to the entire amount of the state share expended on the Contract. The Contractor shall immediately notify WSDOT when any Program Goods are withdrawn from Contract use or when Program Goods are used in a manner substantially different from that identified in Section 1. If the Program Goods are permanently removed from the Statewide

School-Based Education Program prior to the end of its useful life, the Contractor agrees to immediately contact WSDOT for instructions regarding the disposal of the Program Goods.

21. The Contractor shall make all necessary repairs and reasonably maintain the Program Goods to assure it remains in good and operation condition for the useful life of the Program Goods. The Contractor agrees to, at a minimum, service the Program Goods and replace parts at intervals recommended in the manual provided by the manufacturer of the Program Goods, or sooner if needed. The Contractor shall take the Program Goods to an appropriate service and repair facility for any service and repair under the manufacturer's warranty, if applicable. WSDOT shall not be liable for repairs. The Contractor shall retain records of all maintenance and parts replacement performed on the Program Goods in accordance with Section 13, "Records Retention & Audits". The Contractor shall provide copies of such records to WSDOT, upon request, at no additional charge.

22. REPRESENTATIONS AND WARRANTIES. The Contractor represents that it is exempt from federal income tax under Section 501(c)(3) of the Code and is not a private foundation under Section 509(a) of the Code.

23. MISCELLANEOUS.

a. Governing Law: This Contract is governed by, and will be construed in accordance with, the laws of the State of Washington.

b. Dispute Resolution. The parties shall first attempt to resolve any dispute arising out of or relating to this Agreement informally amongst themselves. If the parties cannot resolve the dispute, the parties agree to formal mediation. If the parties cannot resolve a dispute through mediation, then the matter shall be resolved by binding arbitration. Arbitration will be before a single arbitrator that CBC selects. Arbitration will take place in Seattle, Washington. An arbitration judgment may be entered and enforced by a court of competent jurisdiction, whose

judgment shall include the costs and attorneys' fees for the prevailing party at arbitration.

- c. Assignment: This Contract may not be assigned without CBC's prior written consent.
- d. Severability: If any term in this Contract is determined by a competent authority to be unenforceable, void, or contrary to law, all other terms and provisions of this Contract will continue in full force and effect. If a term or provision of this Contract is unenforceable, it will be modified to the extent necessary for enforcement, or replaced by another provision that is enforceable and achieves the same objective and result.
- e. Waiver: Waiver of any provision will not be deemed a waiver of any other provision, nor will waiver of any breach of any provision in this Contract be construed as a continuing waiver of any other breaches of the same or other provisions of this Contract.
- f. Compliance: The Contractor shall comply with all applicable laws, regulations, or policies. If the Contractor fails to fully comply with any law, regulations, or policies, this Contract may be terminated and the Contractor declared ineligible for further contracts with CBC.
- g. Notices: Any notice required pursuant to this Contract may be sent by email, overnight courier or certified or registered mail to the addresses set forth in the signature page or as updated by the parties. Notices may be by email only if the receiving party acknowledges the receipt of the notice.

h. Entire Contract: This Contract constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior contracts, agreements, or understandings between the parties regarding such subject matter.

For the convenience of the parties, this Contract may be executed by email and in counterparts, each of which will be deemed to be an original, and both of which taken together will constitute one agreement binding on both parties. Each party represents and warrants that its signatory to this Contract has the authority to execute this Contract and bind such party hereby.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly authorized representatives on the dates below.

By: _____

Name: Lee Lambert

Title: Executive Director

Cascade Bicycle Club

Date: _____

Notice Email: Leel@cascade.org

Notice Address: 7787 62nd Ave NE

Seattle, WA 98115

By: _____

Name: Nancy Backus

Title: Mayor

City of Auburn- Parks, Arts & Recreation

Date: _____

Notice Email: nbackus@auburnwa.gov

Notice Address: 25 West Main, Auburn WA 98001

Main Point of Contact		
This individual is the primary contact for communication for day to day program needs and updates.		
Contact Information	CBC	City of Auburn Parks
Title	Youth Development Partnership Manager	Recreation Coordinator
Name	Rachel Longest	Kjerstin Lange
Email	rachell@cascadebicycleclub.org	Klange@auburnwa.gov

APPENDIX A- Scope of Work

In March 2022, the Washington State Legislature passed a comprehensive, 16-year transportation package (“Move Ahead Washington”) that includes \$216M to be spent on a new statewide school based bicycle safety education grant program (“Statewide Program”). The grant will support two programs: one for elementary and middle school (“In-Class Program”); and one for junior high and high school aged youth (“Youth Development Program”) to develop the skills and street safety knowledge to be more confident bicyclists for transportation and/or recreation. Eligible students will also have an opportunity to receive a bike, helmet, light, and lock free of cost. The Washington State Department of Transportation (“WSDOT”) has selected Cascade Bicycle Club (“CBC” or “Cascade”) to design and administer the Statewide Program, and distribute funding to educational service districts, school districts and non-profit organizations.

Founded in 1970 and currently serving over 10,000 members, Cascade Bicycle Club is both the state’s largest bicycling nonprofit and an expert in delivering two high-quality, school-based bicycle education programs. The Let’s Go program provides elementary schools with the resources to implement an in-class bicycle and pedestrian safety program for elementary and middle school students. The Let’s Go curriculum is implemented in Physical Education classes to teach students the fundamentals of bicycle safety, which builds confidence, inspires the joy of riding, and encourages biking to school. Cascade’s Major Taylor Project (MTP) mentors students from systemically underserved communities, teaching them bike knowledge and leadership skills in after school settings. These two programs will serve as inspiration models for the Statewide Program.

Cascade will work with local bike advocates, educators, and local communities to expand these two programs statewide. Together, these programs are expected to reach 90 percent of Washington State students by 2039, with the goal of improving the health and wellness of our youth and creating a cleaner, greener, and more equitable state.

EQUITY METRICS

In selecting schools and partner organizations for the State Program, CBC must consider, at a minimum, the following criteria:

- Population impacted by poverty, as measured by free and reduced lunch population or 200 percent federal poverty level;
- People of color;
- People of Hispanic heritage;
- People with disabilities;
- Environmental health disparities, such as those indicated by the diesel pollution burden portion of the WA environmental health disparities map developed by the department of health, or other similar indicators;
- Location on or adjacent to an Indian reservation;
- Geographic location throughout WA;
- Crash experience involving pedestrians and bicyclists;
- Access to a community facility or commercial center; and
- Identified need in the state active transportation plan or a regional, county, or community plan.

Responsibilities of Cascade Bicycle Club
Cascade Bicycle Club will:

1. Draft, finalize, and execute subcontracts with Community Partners. Subcontracts will include the information submitted in the Contractor's grant proposal application during the Request for Proposal (RFP) process.
2. Provide a curriculum and supporting materials to Community Partners. The curriculum will include key learning outcomes and evaluative tools that support the assessment of youth's learning progress.
3. Organize and facilitate trainings for Community Partners on facilitating the provided curriculum.
4. Provide procurement support which may include program equipment and materials
5. Design the program evaluation and support partners in using evaluative tools and processes where appropriate.
6. Provide technical support to Community Partners on topics such as youth bike programming best practices, and best use of provided data collection tools
7. Collect, review, and submit partner monthly budget reports, and quarterly narrative reports to WSDOT.
8. Distribute funds to Community Partners upon approval from WSDOT finance team.

Program Deliverables:

Youth Development Program Deliverables Year 2 (07/01/24-06/30/25)	By Date:
1. Develop an outreach plan detailing the efforts to encourage youth participation, including specific efforts to invite and support youth representing priority populations.	09/30/24
2. Develop a plan for regular fleet maintenance.	09/30/24
3. Establish supplementary criteria and process(es) for youth to receive a bike, helmet, light, and lock	09/30/24
4. Submit Program Scope and Sequence Report.	10/15/24 (with Narrative Report 1)
5. Complete renewal process for continued funding.	Spring 2025
6. Achieve at least 90% accuracy in budgeted spending (please see Budget)	07/07/25
7. Achieve at least 90% accuracy in stated goals for youth participation (Please see Program Scope).	07/15/25
8. Submit monthly budget reports.	7 days after the close of the month
9. Submit quarterly narrative reports.	Report 1 due 10/15/24 Report 2 due 01/15/25 Report 3 due 04/15/25 Report 4 due 07/15/25
10. Host staff from Cascade, and potentially the Washington Department of Transportation, for one or more site visits.	To be decided
11. Update the Youth Participation Report bi-weekly.	Throughout the life of the program
12. Deliver high quality bicycle safety education programming to youth in grades 6-12 using the provided curriculum.	Throughout the life of the program
13. Assess youth's progress toward learning outcomes using the evaluation tools contained in the provided curriculum.	Throughout the life of the program
14. Track fleet maintenance.	Throughout the life of the program
15. Continually track the number of youth participating in programming	Throughout the life of the

and demographic data about those youth using the provided data collection tool(s).	program
16. Participate in monthly check-in meetings with Cascade staff and other grant recipients to discuss challenges and successes, build community, and share best practices.	Throughout the life of the program
17. Attend periodic training and/or professional development provided by Cascade Bicycle Club	Throughout the life of the program

APPENDIX B- Budget

Auburn Parks and Rec	
Project Management (Personnel)	\$160,422.14
Bike fleet	\$5,000.00
Earn a Bike	\$0.00
Travel	\$0.00
Other supplies	\$29,104.00
Indirect Rate (9%)	\$17,507.35
Total Budget	\$212,033.49

APPENDIX C- Payment Schedule

SCHEDULE

Contractor agrees to provide the following Report Deliverables to CBC by the due date specified. Any delays in submission will be communicated in advance of the due date.

Report Deliverables	Report Due Date	Payment Amount	Estimated Payment Date
Monthly Budget Report	7 Days after the close of the month	As billed and approved by WSDOT and CBC	Within thirty (30) days of receipt of funding by CBC from WSDOT

Contractor agrees to review reports with CBC staff as requested. In addition, Contractor agrees to provide informal updates to CBC as needed. CBC agrees to provide 2-day notice should this need arise.

Description Of Reports

Program Scope and Sequence Report

Contractors will be provided a table upon execution of their contract to outline the locations and dates of programs planned for the contract year.

Youth Participation Report

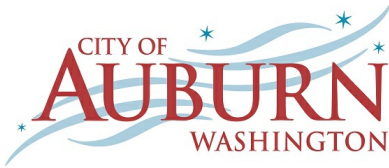
Contractors will be provided a document to keep updated bi-weekly to document youth participation in their project.

Monthly Budget Report

Contractors will be provided a document to complete and submit monthly to report on spending for their project based on the contracted budget.

Quarterly Narrative Report

Contractors will be provided a document to complete and submit on a quarterly basis documenting their project's progress and outcomes.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5793 (Backus)

Date:

October 1, 2024

Department:

Legal

Attachments:

[Resolution No. 5793](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5793.

Background for Motion:

This is a Resolution in support of the Auburn School Districts Bond measure on the November ballot.

Background Summary:

The Auburn City Council has been asked to pass a Resolution in support of the Auburn School District's proposed Proposition No. 1, which provides as follows:

Auburn School District No. 408

Proposition No. 1

School Construction and Facility Improvements General Obligation Bonds - \$532,100,000

The Board of Directors of Auburn School District No. 408 approved a proposition for bonds. This proposition would authorize the District to replace and equip Cascade Middle School and Alpac Elementary School; construct and equip a new Middle School No. 5; undertake school and support facility improvements to reduce overcrowding and improve safety and building systems; to issue \$532,100,000 of general obligation bonds maturing within a maximum term of 20 years, and to levy excess property taxes annually to repay the bonds, all as provided in Resolution No. 1394.

Consistent with the provisions of RCW 42.17A.555, this city council may, as an elected legislative body, take collective action regarding ballot measures appearing before the voters so long as the action is taken at a noticed public meeting, notice of the public meeting to consider the intended action is identified on the agenda and includes the title and number of the ballot proposition, and members of the legislative body as well as members of the public are afforded an opportunity to express opposing views at the public meeting before formal action is taken.

Reviewed by Council Committees:

Councilmember:

Meeting Date: October 7, 2024

Staff:

Item Number:

Nancy Backus

RES.H

RESOLUTION NO. 5793

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, SUPPORTING THE AUBURN SCHOOL DISTRICT'S PROPOSITION NO. 1 - SCHOOL CONSTRUCTION AND FACILITY IMPROVEMENTS GENERAL OBLIGATION BONDS - \$532,100,000

WHEREAS, the Board of Directors of Auburn School District No. 408 has placed one measure before the voters on the November 5, 2024 ballot, entitled Proposition No. 1, School Construction and Facility Improvements General Obligation Bonds - \$532,000,000; and

WHEREAS, a citizens' ad hoc committee met to determine the future needs of the District and to propose a bond package to the Board of Directors to address those needs; and

WHEREAS, the Board of Directors of Auburn School District No. 408 now seeks voter approval of Proposition No. 1 for the purpose of providing funds for the District to replace and equip Cascade Middle School and Alpac Elementary School, to construct and equip a new Middle School #5, and to undertake school and support facility improvements to 16 schools and six support facilities throughout the District; and

WHEREAS, RCW 42.17A.555 authorizes city councils to take collective action regarding ballot measures appearing before the voters so long as the action is taken at a public meeting, notice of the public meeting to consider the intended action is identified on the agenda and includes the title and number of the ballot proposition, and members of the legislative body and members of the public are afforded an opportunity to express opposing views at the public meeting before any formal action is taken; and

WHEREAS, considering the value and the benefits to the citizens of Auburn that the Auburn School District be able to continue to provide a high-quality education in safe, adequate and efficient educational facilities to the students in the District, it is appropriate that the City Council support this ballot measure as permitted pursuant to RCW 42.17A.555.

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

Section 1. That the City Council expresses its support for Proposition No. 1, School Construction and Facility Improvements General Obligation Bonds - \$532,000,000, coming before the voters of the Auburn School District on the November 5, 2024 election.

Section 2. The Mayor is authorized to take such action as is necessary and appropriate to implement the directives of this legislation, including forwarding copies of this Resolution to the Auburn School District, and others as warranted.

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney