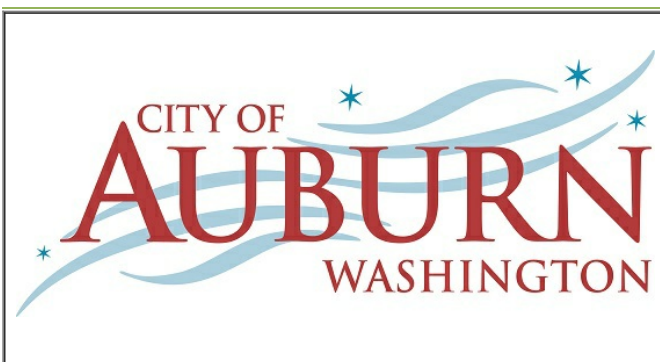


	City Council Study Session PWCD SFA December 11, 2017 - 5:30 PM Council Chambers - City Hall AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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- I. CALL TO ORDER
 - A. Roll Call
- II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS
- III. AGENDA ITEMS FOR COUNCIL DISCUSSION
- IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS
 - A. Discussion of Digital Parity Goal (Haugan)(15 Minutes)
 - B. Centers Designation Overview (Snyder)(10 Minutes)
 - C. Capital Project Status Report and 2017 Year End Summary (Snyder)(10 Minutes)
 - D. Resolution 5323, Amendment to the Transit Service Direct Financial Partnership Agreement (Snyder)(5 Minutes)
 - E. Resolution No. 5335, Interlocal Agreement regarding SCATBd (Snyder)(10 Minutes)
 - F. 118th Avenue SE Roadway (Snyder)(10 Minutes)
 - G. Development Regulations Update, Round 2 (Snyder)(15 Minutes)
 - H. Lea Hill Road & 104th Avenue Park - Future Plans (Snyder)(15 Minutes)
 - I. 2018 Arterial and Local Street Selection (Snyder)(10 Minutes)
 - J. Planning Commission Recommendation – Amending Title 18 as it Relates to Calculating Residential Densities (Snyder)(20 Minutes)
 - K. Dangerous Dogs (Lee)(10 Minutes)
- V. OTHER DISCUSSION ITEMS
- VI. NEW BUSINESS
- VII. MATRIX
 - A. Matrix
- VIII. ADJOURNMENT

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

at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Discussion of Digital Parity Goal (Haugan)(15 Minutes)

Date:

December 6, 2017

Department:

Information Services

Attachments:

[Digital Parity background cost briefing](#)

[Council Briefing - Digital Parity Update](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:**

This discussion is to determine the coverage area for Council Goal G2: Increase Internet Access to Achieve Digital Parity by % by 2020. The briefing sheet I have supplied, along with the costs estimate sheet will provide some context and guidelines to focus on as we discuss the coverage goal.

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

Haugan

Meeting Date: December 11, 2017

Item Number:

Digital Parity: Coverage Discussion Background Costs

Assuming 80% Coverage as the goal.

		80% Coverage of Low Income Students	80% Coverage of Residents
Muckelshoot Phase		\$502,500.00	\$1,162,000.00
South Auburn Phase		\$905,000.00	\$2,093,000.00
North Auburn Phase		\$648,000.00	\$1,499,000.00
Lea Hill Phase		\$655,500.00	\$1,516,000.00
Project Total (est)		\$2,711,000.00	\$6,270,000.00
	Yrs		
Project timeline	5	\$542,200.00	\$1,254,000.00
& Cost per Year	6	\$451,833.33	\$1,045,000.00
	7	\$387,285.71	\$895,714.29
	8	\$338,875.00	\$783,750.00
	9	\$301,222.22	\$696,666.67
	10	\$271,100.00	\$627,000.00

Notes:

- a. 80% Coverage of Low Income Students provides coverage for 54% of All residents
- b. These are best estimates as of Dec 1, 2017.
- c. These costs are expected to go down as we continue to partner with vendors for Infrastructure Expansion

Prepared by Innovation and Technology - Dec 2017



Council Briefing Update

To: Auburn City Council

From: Paul Haugan, Director – Innovation and Technology

CC: Mayor Nancy Backus

Date: 12.11.1017

Re: Update: G2: Increase Internet Access to Achieve Digital Parity by % by 2020: Discussion Focus – Coverage Area

Council Members,

In November of 2015 you held a Strategic Planning Retreat to help develop your Strategic Vision for the City of Auburn. You identified 3 Key Goals, of which I am privileged to take the lead on Goal 2: Digital Parity.

The discussion this evening is to add the final number to your strategic goal, that being the amount of coverage you wish to provide for the residents of Auburn. The past year has been busy for us as we have completed our Proof of Concept project and completed significant planning for 2018. Auburn School District has provided us with 5 high value areas to focus on that will have substantial impact on low income students. Our planning for 2018 focuses on these top areas.

Previous Council updates have provided proposed maps of our target areas showing the proposed percentages of students and residents covered.

This discussion is to focus on what you as the Council wish to see as a target coverage goal. We have proposed, at a minimum, 80% of low income students as the coverage goal. That coverage will also bring services to 54% of all Auburn residents. The attached background costs estimates sheet shows this in a bit more detail. The other option is to provide coverage for 80% of all Auburn residents. This is a larger project of course, again the estimates are included in your costs briefing sheet.

The Scope of a project of this magnitude necessarily includes a budget component. As we continue to look at the cost and impact of this Strategic Goal, this conversation should include a component of "How do we budget appropriately for this?" To assist with this portion of the discussion, we have included for your review some projected project timelines showing the potential costs per year. This will help provide some context to the budget equation.

As mentioned on the Costs Briefing sheet, these are best estimates. A detailed project estimate would cost a significant amount of money, and then lose its accuracy as costs change. These are estimates based on our current experience. In addition, we expect these costs to go down over time. As our previous projects have shown, our approach to partnering with vendors has already saved us substantial sums; that, in addition to new technologies currently being developed should translate into lower costs over the life of the project.

Thank you

Paul Haugan, Director
Department of Innovation and Technology



AGENDA BILL APPROVAL FORM

Agenda Subject:

Centers Designation Overview (Snyder)(10 Minutes)

Date:

December 5, 2017

Department:

Community Development &
Public Works

Attachments:

[Attachment A - Regional Centers Map](#)

[Attachment B - PSRC Auburn Profile](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:****CENTERS OVERVIEW**

Focusing growth into centers has been a key strategy in the central Puget Sound region since the 1990 version of Vision 2020. Center planning became more refined in the 1995 update of Vision 2020 wherein 21 Regional Growth Centers and 8 Regional Manufacturing Industrial Centers were included. In 2003, designated regional centers became the policy focus in the regional Transportation Improvement Program's Policy Framework and part of the primary criteria in the Economic Development District's Public Works Program. Based on the heightened importance of centers and a lack of consistent designation procedures across the region, the Growth Management Policy Board developed, and the Executive Board adopted, designation procedures.

Vision 2040 directs PSRC to provide a regional framework for designating and evaluating regional growth and manufacturing industrial centers. Designation procedures have been established that provide the Growth Management Policy Board and Executive Board with a tool to review and act on the designation of new proposed centers. Regional designation is made at the discretion of the Executive Board after considering the recommendation of the Growth Management Policy Board.

There are two types of Centers:

Regional Growth Centers are located in Metropolitan Cities or Core Cities and are characterized by compact, pedestrian oriented development with a mix of residences, jobs, retail, services, and entertainment. These centers are intended to provide proximity to a diverse collection of services, shopping, recreation, and jobs, as well as a variety of attractive and well-designed residences. Centers are to be focal points for new growth and are identified to receive a significant portion of the region's population and employment growth. Regional centers are expected to achieve densities sufficient to support high-capacity transit through long-term growth and development over the 20-year comprehensive planning period and beyond.

Regional Manufacturing Industrial Centers are locations of more intensive industrial

activity. These centers are characterized by large contiguous blocks served by the region's major transportation infrastructure, including roads, rail, and port facilities. Vision 2040 discourages non-supportive land uses in regional manufacturing industrial centers, such as retail, non-related offices, or housing, in order to preserve the basic sector industries located in these centers. These centers are expected to accommodate a significant share of the region's manufacturing industrial employment growth.

An area designated as a Center carries several requirements and objectives related to the type of designation. These include: establishing growth targets, adopting land use policies and regulations that are consistent with growth targets, implementing capital facilities and transportation plans that emphasize public investment in these areas, and evaluating how these areas are performing relative to adopted policies and strategies. Center designation is also used as a factor in determining transportation funding priorities within the region.

A map depicting PSRC Designated Centers is provided in Attachment A.

HOW IT APPLIES TO AUBURN

Currently, Auburn has one PSRC designated Center - downtown. Downtown falls into the category of a Regional Growth Center. Auburn does not have a Regional Manufacturing Industrial Center. Attachment B is taken from PSRC's Vision 2040 document. It provides an overview of Auburn's Regional Growth Center.

The City uses the Center designation in its applications to PSRC for Regional and Countywide federal grant funds in the Surface Transportation Program (STP) and the Congestion Mitigation and Air Quality (CMAQ) Program. In order to submit a project for consideration it must fall into one of three categories: be located within a Designated Regional Growth Center, be located in a Manufacturing/Industrial Center, or be on a corridor Serving a Center(s). Each category has individual criteria that a project is evaluated against to determine the most effective projects meeting both PSRC's Vision 2040 goals and the goals of the Federal funding programs. Having a designated center allows the City to be more competitive in this process.

PSRC CENTERS UPDATE EFFORT

PSRC is currently working through an effort to update the "Centers Framework" which outlines updated criteria for designation of the various different types of Centers and evaluating the performance of a Center. This effort is expected to conclude in 2018.

Reviewed by Council Committees:

Councilmember:

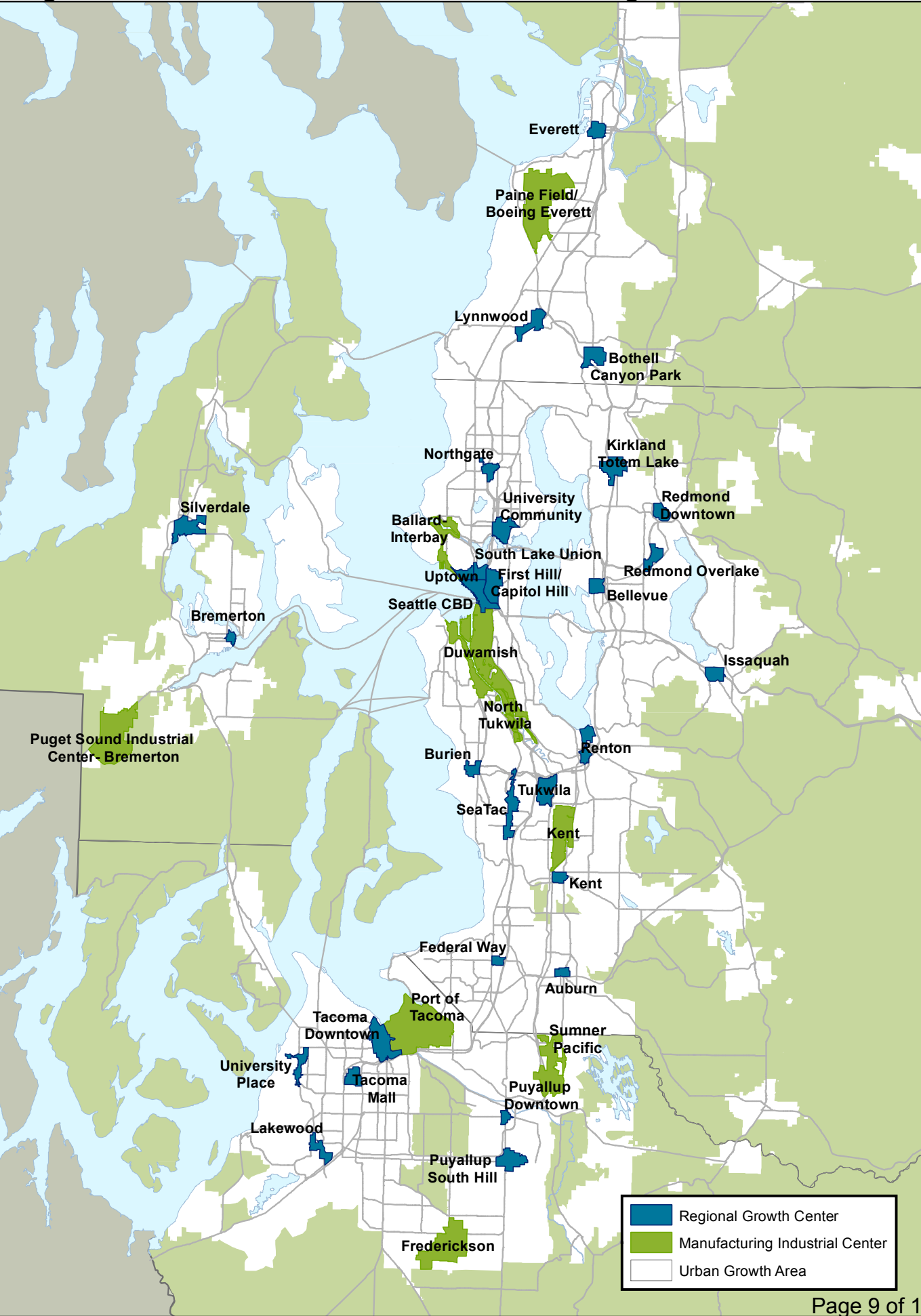
Staff:

Snyder

Meeting Date: December 11, 2017

Item Number:

Regional Growth Centers and Manufacturing/Industrial Centers



Auburn

Auburn, a city with approximately 70,705 residents in 2010, spans the border between King and Pierce counties. Founded in 1891, downtown Auburn has its roots as a small commercial center catering to the local farming and forestry economy. While its downtown experienced a decline in the 1960s and 1970s, overshadowed by nearby auto-oriented commercial areas, the city began to plan for economic revitalization downtown in the 1990s. Recognizing the historic downtown's potential, city officials participated in the county-wide process in which they received designation as a regional growth center in 2003. The center is located near both SR-167 and SR-18 and is served by Sound Transit Commuter Rail, King County Metro and Pierce Transit. The center is a historic downtown with many older buildings; new developments in the center include the transit center, City Hall Annex (One Main Professional Plaza), and Auburn Medical Plaza.

Acreage, Density & Mix of Activity

Downtown Auburn is among the most compact regional growth centers in terms of total gross acreage (234 acres) with a net developable acreage of 146 acres (62% of gross acres). In terms of its role in the city overall, Auburn contains 1 percent of the city's land area, 2 percent of the population, 3 percent of the housing, and 8 percent of the employment. Compared to centers as a whole, downtown Auburn has among the smallest amounts of total activity units (4,254), with predominantly commercial activity units (68% jobs/32% residents) and low density of activity (18.2 units per gross acre).

Urban Form

Auburn's average parcel size is 0.3 acres, which is significantly more compact than the 1.1-acre average size for growth centers. Downtown Auburn provides a walkable pedestrian environment, with a complete network of sidewalks (98% coverage) and small blocks with a 3.4 acre average size.

The presence of amenities is an important aspect of urban form. Compared to other centers, downtown Auburn has a diverse set of urban amenities, though relatively limited in number (72 total amenities / 0.31 amenities per gross acre). Public/Civic Services (50%) and Food/Drink (28%) represent the largest amenity categories, with specific concentrations in Healthcare, Restaurants and Banks.

Land Use

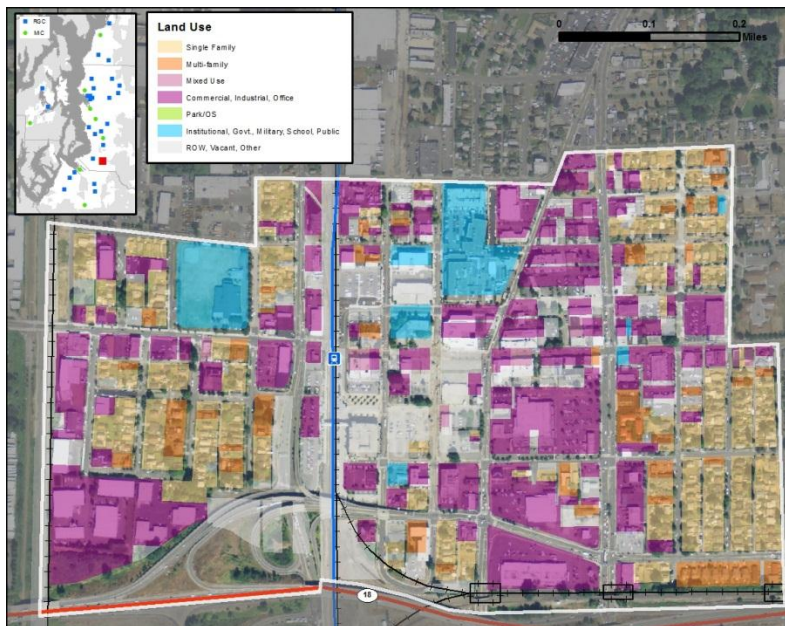
Auburn contains a mixed set of current land uses that are evenly distributed between commercial/industrial (41%) and residential (32%) in terms of total net land area. The major land uses are commercial (28%), single-family residential (24%), industrial (13%) and vacant developable (13%).

2010 Summary Statistics

Land use	
Gross acreage	234
Average block size (acres)	3.4
Average parcel size (acres)	0.3
Mix of uses	
Population/Employee ratio	.47 : 1
Population+Employee/acre	18.2
Population	
Total population	1,366
Population density/acre	5.8
Change (2000–2010)	10
Housing	
Total housing units	725
Housing unit density/acre	3.1
Change (2000–2010)	23
Employment	
Total employment	2,888
Employment density/acre	12.3
Change (2000–2010)	-77
Transportation	
Housing access to transit	74%
Employee access to transit	90%
Work-based mode share	
SOV / HOV	81% • 8%
Walk & Bike / Transit	5% • 6%

Urban Amenities

Food & Drink	
Restaurants	12
Grocery	5
Cafes & Bars	2
Home Supplies & Services	
Pet Supplies	1
Laundry & Haircuts	2
Home supplies	-
Clothing & Shoes	3
Banks	7
Arts & Recreation	
Spectator Sports	-
Fitness & Outdoors	2
Electronics & Toys	1
Bookstores & Libraries	1
Arts & Culture	2
Public & Civic Services	
Social Services	2
Schools & Childcare	3
Police, Fire, Postal, City Hall	1
Pharmacy	1
Healthcare	31
Residential Care Centers	-



Demographics

The total population of the Auburn regional growth center is 1,366, and grew by 10 residents from 2000 to 2010. The center has a similar age profile as the region as a whole, with a moderate share of youth (19%) and a moderate share of seniors (14%). The age of residents is predominantly 35-64, followed by 18-34 (67% for both age groups combined). At 24 percent, downtown Auburn's racial diversity is lower than the region's 27 percent share of non-white residents. The groups with the highest shares in the Auburn center are White (76%), Other (11%) and Asian/Pacific Islander and African American/Black equal at 5 percent each. Eleven percent of residents identify as Hispanic.

Employment

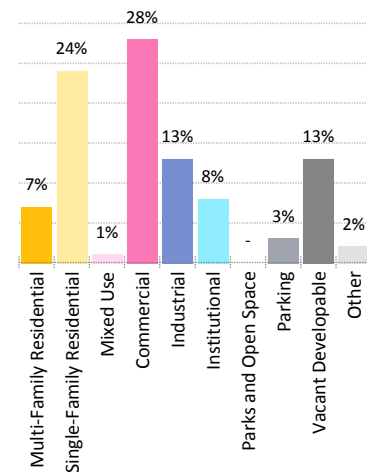
The total employment in the Auburn regional growth center is 2,888, decreasing by 77 jobs from 2000 to 2010. The major industry sectors are Services (66%), Retail (10%) and Government & Education (14%). One of the largest employers in this center is Auburn General Hospital.

Housing

The Auburn regional growth center has 725 total housing units, with a density of 3.1 housing units per gross acre. From 2000 to 2010, housing increased by 23 units (3.2%). Based on Census Block Group data, downtown Auburn has a large share (54%) of single family and 2- to 4-unit multifamily housing, and a significant share of units in 5- to 19- and 20+ unit multifamily (46%). In terms of unit affordability, downtown Auburn's owner-occupied housing tends to be less expensive than the region as a whole (based on 2010 Census Block Group data). The center's share of units under \$300,000 is 68 percent, whereas the region's share is 38 percent. The center's share of units over \$500,000 is 5 percent, whereas the region's is 25 percent.

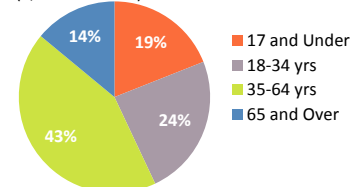
Current Land Use

(146 net acres)



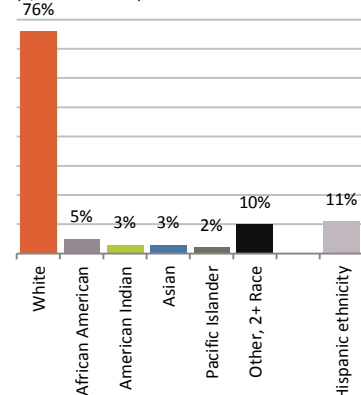
Age of Residents

(1,366 residents)



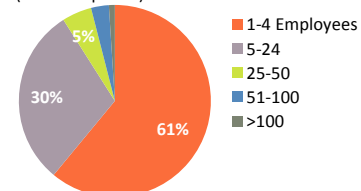
Racial/Ethnic Composition

(1,366 residents)



Size of Businesses

(213 workplaces)



Transportation

For work-based trips, the Auburn regional center's travel characteristics are similar to the region as a whole. The region's single-occupant vehicle (SOV) share is 76 percent, while the center's share is 81 percent. The region's non-SOV mode share is 24 percent, with 10 percent in transit and 5 percent in walk/bike. The center's non-SOV share is 19 percent, with 6 percent in transit and 5 percent in walk/bike. Total daily trips from the Auburn center are slightly focused on destinations in regional centers (18% of all trips); this includes trips that stay within the center (10%) and trips that go to other centers (8%).

In terms of employee access to transit, downtown Auburn has near complete access, with 90 percent of employees within a 1/4 mile walk of transit. For residential, Auburn has good access, with 74 percent of housing units within a 1/4 mile walk. For the 1/2 mile walkshed, the center has complete levels of residential access to transit (100%).

Plan Overview

The Auburn Downtown Center Plan was adopted in 2001, prior to designation as a regional growth center. The plan provides a framework for downtown redevelopment and economic revitalization, identifying strategic actions to address challenges. Key challenges addressed by the downtown plan include decline in overall quality of housing stock and limited new development and downtown maintenance. The plan includes an urban design vision, assets and challenges, and economic forecast of market conditions. The plan was financed, in part, by the Federal Railroad Administration in anticipation of reopening the Stampede Pass rail line, and includes a detailed discussion of rail travel adjacent to downtown.

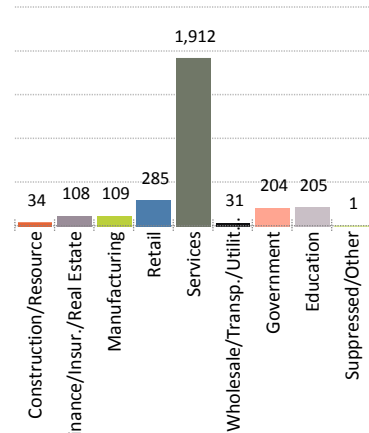
Since the adoption of the 2001 plan, the city has implemented development regulations and design standards for the portion of the regional growth center that is zoned Downtown Urban Center. The city's development regulations address a portion of the reporting tools elements. The city has also put into place several incentives to spur development within downtown.

Comparison to Center Plan Checklist

The city's primary center planning document was reviewed to evaluate the extent to which the plan addresses topics in the PSRC Regional Centers Checklist. This policy-level review of the current plan is intended both to provide preliminary assessment of consistency of the plan with center guidelines and to evaluate the Regional Centers Plan Checklist for any potential improvements.

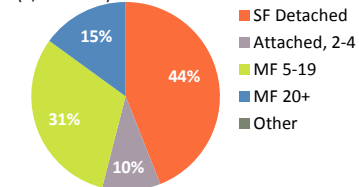
Jobs by Sector

(2,888 jobs)



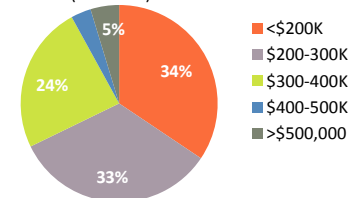
Housing Units by Type

(1,192 units)

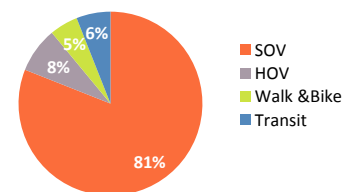


Value of Owner-Occupied

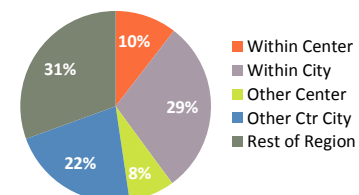
Units (425 units)



Mode Shares



Trip Destinations



The plan addresses many aspects of the Regional Growth Center Plan Checklist. The downtown center is divided into districts of three types: Main Street, other commercial and industrial districts, and residential areas. The plan includes a detailed discussion of economic conditions downtown and establishes policies to encourage mixed commercial development. The plan includes provisions to ensure success of the center and transition into a vibrant, pedestrian-friendly place. The city's approach to land use, transportation and design are noteworthy, as well as implementation actions the city has taken to advance transformation of the area. A clear vision for the center and its component neighborhoods is included, along with an emphasis on urban design, the pedestrian experience, and preservation of important cultural resources. The plan includes policies to improve bicycling routes and safety through downtown, especially in connection with the transit station.

Some aspects of the Regional Growth Center Plan Checklist have not yet been addressed by the subarea plan, primarily because the plan was developed over a decade ago, prior to regional designation. The plan addresses some transportation issues, such as level-of service standards, a parking management strategy and design criteria that advances transit-supportive land uses, but does not yet include discussion of other transportation issues, such as complete streets, green streets or mode-split goals. While the city includes provisions for stormwater management, additional environmental policies addressing air quality, emissions, parks and open space, and critical areas are not yet addressed. The plan generally encourages housing downtown through mixed-use zoning, but doesn't include other policies addressing housing in the center and does not yet include residential and employment growth targets. Finally, the subarea plan addresses some existing and planned facilities, but focuses on transportation facilities and doesn't yet provide information on financing.

Planning Challenges & Implementation Strategies

As noted in its January 2012 presentation to the Growth Management Policy Board, the Auburn center's challenges include increasing its residential base, business diversity, and attracting residents to the downtown center outside of special events. The city is working in several ways to address these challenges by providing incentives to develop downtown through exempting traffic impact fees for the Auburn Junction area, Multifamily Tax Exemption for the entire urban center, additional storm drainage capacity, and providing construction sales tax credit for redevelopment of properties.

The city is also using Community Development Block Grants on a Storefront Façade Improvement Program, has launched Storefronts Auburn to a display of public art in vacant store fronts, and working aggressively to engage downtown businesses and the Auburn Downtown Association on business retention. The city has made several key infrastructures in the downtown center, including City Hall Plaza and Plaza Park, the South Division Street Promenade Project, a downtown outdoor sculpture gallery, as well as new LED lights on Main Street and pedestrian wayfinding kiosks.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Capital Project Status Report and 2017 Year End Summary
(Snyder)(10 Minutes)

Date:

December 5, 2017

Department:

CD & PW

Attachments:

[Capital Project Status Report](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

The purpose of this discussion is to inform the Council and Public of the overall status of the City's Capital Project program managed by the Community Development & Public Works (CDPW) Department.

2017 Year End Summary:

In 2017, the City's Capital Projects team advertised 20 significant projects for construction bids and continued work on 5 other Capital Projects that began construction in the latter part of 2016. The 25 total combined projects that began construction in 2017 total over \$31 million in capital construction expenditures. This investment is helping to reduce congestion and improve the safety of roadways for pedestrians, cyclists, and motorists and is also helping alleviate flooding issues and improving City water and sewer facilities. By the numbers, these improvements include:

- Reconstructing over 30 lanes miles of new pavement
- Replacing over 6,500 linear feet (approx. 1 ¼ mile) of new water main
- Installing 3 new water system pressure reducing valve stations
- Installing 2 new water system well pumps
- Replacing over 10,300 linear feet (almost 2 miles) of new storm drain pipe
- Replacing over 5,700 linear feet (over 1 mile) of new sanitary sewer pipe
- Installing 6 new or replaced complete Traffic Signal systems
- Installing various other traffic signal improvements, including flashing yellow arrow signals and additional signal heads
- Installing 2 new Dynamic Message Signs
- Installing approximately 20,000 linear feet (nearly 4 miles) of new or replaced sidewalks

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: December 11, 2017

Item Number:

Capital Project Status Report

Community Development And Public Works Department - Engineering General Services Division

Project Status: CONSTRUCTION

Project Number	Project Name & Description	Project Budget		Total Budget	Total Estimated Costs	Design % Complete	Design Finish Date	Construction % Complete	Construction Finish Date	Project Manager	Status	Design Consultant	Contractor
		Street/Utilities	Other										
CP1218	Auburn Way South Corridor Safety (Muckleshoot Plaza to Dogwood St SE) This project will construct corridor improvements to AWS between Muckleshoot Plaza and Dogwood Street SE. Improvements include designated U-turns, access management, driveway consolidation, addition of a 2nd left turn lane from eastbound AWS into the MIT Casino, bus pull-outs, medians, signal improvements, and sidewalks.	1,284,027 (Streets) 1,161,340 (Water)	2,333,108 (Federal) 466,191 (WSDOT) 57,015 (Other Reimbursements)	5,301,681	5,291,830	100%	JAN 17	71%	APR 18	Matt Larson	Contractor completing traffic signal work at Auburn Way South and Riverwalk Dr SE. Completion date adjusted to account for weather delays.	CH2M	Miles Resources
C222A	277TH-AUBURN WAY N TO GREEN RIVER BRIDGE This project will complete the widening of S 277th from the intersection of Auburn Way North to L Street NE, including the construction of a pedestrian trail and relocation of the floodway along S 277th.	1,539,186 (Streets)	1,020,700 (Federal) 2,300,000 (Developer) 3,933,990 (TIB)	8,928,876	8,895,956	100%	MAY16	85%	DEC 17	Kim Truong	The Contractor is working on installing plantings for the stream and pond, electrical work for the dynamic message sign, signal at Auburn Way North, and street lighting, and completing traffic island work.	Parametrix	Scarsella Bros.
C410A	277TH WETLAND MITIGATION MONITORING This project will complete wetland mitigation enhancements at the S 277th wetland mitigation sites.	55,000 (Streets)		55,000	55,000	100%		100%		Shannon Howard	Monitoring work in progress. Actively seeking mitigation acceptance from Corps to end monitoring period.		
CP1507	Auburn Way North Pavement Preservation This project will rehabilitate and preserve the existing pavement on Auburn Way North between 22nd St NE and 45th St NE. This work will also upgrade traffic signals and sidewalk curb ramps.	972,500 (Streets) 42,500 (Storm) 75,000 (Sewer) 16,000 (Water)	967,500 (Federal)	2,073,500	2,138,426	100%	FEB 17	100%	OCT 17	Kevin Thompson	Physical completion granted on November 17, 2017. Final pay in process.	N/A	Tucci and Sons, Inc.

Capital Project Status Report

Community Development And Public Works Department - Engineering General Services Division

Project Status: CONSTRUCTION

Project Number	Project Name & Description	Project Budget		Total Budget	Total Estimated Costs	Design % Complete	Design Finish Date	Construction % Complete	Construction Finish Date	Project Manager	Status	Design Consultant	Contractor
		Street/Utilities	Other										
CP1107	FULMER WELLFIELD IMPROVEMENT PROJECT This project will be done in phases. The first phase 1A will complete investigation of the Fulmer Wellfield area to determine the required analysis and drilling program needed to utilize the full water rights. Phase 1B will complete a drilling and testing program as well as an alternatives analysis. Phase 2 will complete the physical improvements.	2,320,315 (Water)		2,660,315	2,659,550	100%	APR 17	89%	DEC 17	Luis Barba	Contractor is currently completing electrical work at the site. Functional testing has been initiated. Schedule updated to reflect delay in water chemistry testing.	Phase 2: Carollo Engineers	Award Construction
CP1406	MAIN ST SIGNAL UPGRADES This project will reconstruct the existing signal at C Street SW and Main Street.	638,802 (Street)		638,802	636,489	100%	SEP 17	0%	JUL 18	Kevin Thompson	Construction Contract is in suspension for traffic signal equipment procurement. Work is expected to resume in May 2018. Construction finish date updated to reflect suspension time. Budget numbers updated to reflect contract award information.	DKS	West Coast Signal, Inc.
CP1415	W MAIN ST MULTIMODAL CORRIDOR AND ITS IMPROVEMENTS This project will repurpose the existing W Main St between W Valley Highway and the Interurban Trail. The project will also provide Intelligent Transportation System (ITS) improvements along W. Main St., West Valley Hwy, 15th St. SW, and C St. SW.	824,923 (Streets)	3,770,015 (Federal)	4,379,563	4,094,879	100%	JUN 16	100%	NOV 17	Kim Truong	Physical completion granted on November 22, 2017. Final pay in process.	CH2M	Tucci and Sons
CP1502	37TH ST SE AND A ST TRAFFIC SIGNAL This project will improve the safety at the intersection by installing a traffic signal, improving ADA ramps, widening the northeast corner of the intersection to accommodate U-turns, and pavement restoration.	142,240 (Streets)	792,260 (Federal)	934,500	1,003,162	100%	SEP 17	1%	APR 18	Luis Barba	Notice to proceed issued on November 17, 2017. Project expected to be placed into suspension for traffic signal equipment procurement.	KPG	Road Construction Northwest

Capital Project Status Report

Community Development And Public Works Department - Engineering General Services Division

Project Status: CONSTRUCTION

Project Number	Project Name & Description	Project Budget		Total Budget	Total Estimated Costs	Design % Complete	Design Finish Date	Construction % Complete	Construction Finish Date	Project Manager	Status	Design Consultant	Contractor
		Street/Utilities	Other										
CP1317	Water Meter and Billing System Improvements This project will install automated meter reading infrastructure and software, and will replace all water meters.	6,000,000 (Water)		6,000,000	6,000,000	100%	JUL 15	85%	MAR 18	Kevin Snyder	Work is underway. Schedule updated.	Ferguson	Ferguson
CP1513	22nd St NE and I St NE Intersection Improvements This project will construct a round-a-bout and complete the design of intersection bicycle and pedestrian safety improvements at 22nd St NE and I St NE.	315,000 (Streets) 29,890 (Sewer) 405,000 (Water)	200,000 (State Grant) 940,000 (Federal Grant)	1,889,889	1,784,015	100%	JUN 17	3%	APR 18	Seth Wickstrom	Construction is underway. Contractor completing potholing and beginning work on Storm Drainage.	Reid Middleton	DPK, Inc.
CP1522 (CP1122)	30th Street NE Storm Improvements (Phase 1B) This project will replace the 30-inch storm drainage line along 30th Street NE from approximately I Street NE to Brannan Park Storm Pump Station to address localized flooding issues. Phase 1A was completed in Jan. 2016 (CP1122)	2,293,810 (Storm)		2,504,785	2,504,785	100%	JUL 16	100%	NOV 17	Kim Truong	Physical Completion granted on July 18, 2017. Final pay in process. Construction finish date adjusted to account for additional time needed to coordinate final payment.	Otak	KLB Construction
CP1613	M&O Building Roof Retrofit This project will install a roof retrofit system for the aging roof at the M&O Building.	292,700 (Facilities)		292,700	292,130	100%	MAY 17	100%	NOV 17	Luis Barba	Physical completion granted on November 17, 2017. Final Pay in process.	Helix	Multifacet Group

Capital Project Status Report

Community Development And Public Works Department - Engineering General Services Division

Project Status: CONSTRUCTION

Project Number	Project Name & Description	Project Budget		Total Budget	Total Estimated Costs	Design % Complete	Design Finish Date	Construction % Complete	Construction Finish Date	Project Manager	Status	Design Consultant	Contractor
		Street/Utilities	Other										
CP1520	B St NW Reconstruction Project This project will complete the reconstruction of B St NW between 37th St NW and 49th St NW, including replacing sanitary sewer and addressing storm drainage needs.	2,867,829 (Streets) 985,607 (Sewer)		3,853,436	3,273,613	100%	MAY 17	92%	DEC 17	Jai Carter	Construction is underway. B St NW paving is complete. Final lane striping and sidewalk work remains.	KPG	Johansen
CP1617	Lea Hill PRV Stations Project replaces 5 Pressure Reducing Valve (PRV) stations in the Lea Hill service area that have exceeded their useful life with 3 new stations.	1,032,300 (Water)		1,032,000	1,063,339	100%	JUN 17	15%	FEB 18	Matt Larson	Construction is underway. Contractor installing the first of 3 new Pressure Reducing Valve (PRV) Stations. Construction completion date was revised to reflect the delayed delivery of the first PRV Station.	BHC	NOVA Contracting
CP1523	Lake Tapps Parkway Preservation Project The purpose of the project is to rehabilitate and preserve the existing pavement on Lake Tapps Parkway between the Western City Limit near 8th Street E and Lakeland Hills Way	237,850 (Streets) 5,000 (Sewer) 5,000 (Storm)	750,000 (Federal)	997,850	996,591	100%	APR 17	100%	OCT 17	Luis Barba	Physical completion granted on November 20, 2017. Final Pay in process.	N/A	ICON Materials
CP1408	South Hangar-Row 3 Door Improvements This project will install new tracks under the rolling hangar doors to improve performance.		45,000 (Airport)	45,000	44,757	100%	AUG 17	3%	JAN 18	Seth Wickstrom	Construction is in suspension for material procurement. Work is expected to resume on December 4. Construction finish date updated to reflect suspension time.	KPFF	Pease

Capital Project Status Report

Community Development And Public Works Department - Engineering General Services Division

Project Status: CONSTRUCTION

Project Number	Project Name & Description	Street/Utilities	Project Budget		Total Estimated Costs	Design % Complete	Design Finish Date	Construction % Complete	Construction Finish Date	Project Manager	Status	Design Consultant	Contractor
			Other	Total Budget									
CP1614	2017 Local Street Reconstruction and Preservation Project This project will reconstruct the 28th St SE loop east of R St., 27th St SE, 26th St SE, S St SE, T St SE and U St SE; reconstructed 19th St SE and G St SE near Olympic Middle school, and preserve 53rd Ave S, S 302nd PI and associated cul-de-sacs in the Westhill.	2,556,000 (Streets) 500,000 (Water) 200,000 (Storm)		3,256,000	2,900,000	100%	MAY 17	70%	APR 18	Jai Carter	Construction is underway. Contractor is installing curbs and prepping for pavement within the 28th St SE loop. Paving West Hill being rescheduled for a more favorable weather window, construction finish date adjusted accordingly.	Jacobs Engineering, Inc.	Tucci and Sons
CP1701	AWS Dynamic Message Sign This Project will expand ITS operations by installing a DMS sign.	200,000 (Streets)		200,000	179,860	100%	MAY 17	100%	NOV 17	Luis Barba	Physical Completion granted on November 20, 2017. Final Pay in process.	N/A	West Coast Signal, Inc.
CP1710	2017 Citywide Sidewalk Repairs and Improvement Project This project will reconstruct sections of sidewalk that are in poor condition or pose a risk as tripping hazards. The project will also improve connectivity where sections of sidewalk are missing from the pedestrian network. The project will add curb ramps where barriers exist or rebuild existing curb ramps to meet ADA standards.	204,000 (Capital Improvement Fund)	50,000 (General Fund)	254,000	191,348	100%	JUN 17	100%	NOV 17	Aleksey Koshman	Physical completion granted on November 20, 2017. Final pay in process.	N/A	K&A Communications
MS1716	37th St NE / "I" St NE Curb Ramp Improvements This project will construct curb ramp and crosswalk marking improvements at the intersection of 37th Street NE and I Street NE.		15,000 (Streets) 40,000 (CDB Grant) 15,000 (Engineering General Fund)	70,000	70,000	100%	SEP 17	5%	DEC 17	Aleksey Koshman	Construction is underway.	N/A	K&A Communications LLC

Capital Project Status Report

Community Development And Public Works Department - Engineering General Services Division

Project Status: DESIGN

Project Number	Project Name & Description	Street/Utilities	Project Budget		Total Estimated Costs	Design % Complete	Design Finish Date	Construction % Complete	Construction Finish Date	Project Manager	Status	Design Consultant	Contractor
			Other	Total Budget									
CP1407	MARCHINI MEADOWS This project will complete the required public improvements that the developer for the Marchini Meadows did not complete. Improvements are prioritized and will be completed based on available funds.		70,000 (Developer Settlement)	70,000	70,000	85%	TBD 17	0%	TBD 18	Aleksey Koshman	Overlay of 132nd Ave completed by project CP1402 (2014 Pavement Patching & Overlay). Replacing broken sidewalks and driveways was completed by Project CP1710 (2017 Citywide Sidewalk R&R). Design and Construction finish dates are shown as unknown because this work is being completed in phases.	N/A	Various
CP1316	EAST RIDGE MANOR STORM IMPROVEMENTS This project will complete improvements to the East Ridge Manor storm system in the Lea Hill area.	1,120,000 (Storm)		1,120,000	1,110,000	20%	MAY18	0%	DEC 18	Kevin Thompson	Design is underway. Schedule adjusted to reflect phasing approach to minimize impacts to golf course patrons.	Brown and Caldwell	TBD
CP1416	F ST SE NON-MOTORIZED IMPROVEMENTS This project will reconstruct F St SE from 4th St SE to Auburn Way South, including adding new sidewalks, curb and gutter, bike lanes, wayfinding signage, street lighting, streetscape elements, and safety improvements, and will include a bike share program with bike boulevard components. Some ROW acquisition is necessary. Some sections of water and sewer lines will be replaced on F St SE between 4th St SE and Auburn Way S.	170,000 (Streets) 100,000 (Water) 24,000 (Sewer)	520,000 (Federal)	814,000	2,727,000	55%	JUN 18	0%	TBD 21	Seth Wickstrom	Design and Environmental documentation work is underway. Construction funding is not yet secured. City will apply for a construction grant through PSRC in 2018 and these construction grant funds would be available in 2021.	Jacobs	TBD
CP1312	STORM REPAIR & REPLACEMENT This project will replace and/or repair aging and damaged storm lines throughout the City.	898,166 (Storm)		898,166	898,166	90%	MAR18	0%	JUL 18	Seth Wickstrom	Design is underway.	N/A	TBD

Capital Project Status Report

Community Development And Public Works Department - Engineering General Services Division

Project Status: DESIGN

Project Number	Project Name & Description	Street/Utilities	Project Budget		Total Estimated Costs	Design % Complete	Design Finish Date	Construction % Complete	Construction Finish Date	Project Manager	Status	Design Consultant	Contractor
			Other	Total Budget									
CP1516	Auburn Municipal Airport Runway Enhancements The purpose of the project is to improve safety and the ability to accommodate the current and forecast fleet of multi-engine piston aircraft for both takeoff and accelerate-stop distances at the Auburn Municipal Airport by extending both ends of Runway 16/34.		1,365,000 (Airport)	1,365,000	1,365,000	16%	APR 18	0%	DEC 18	Seth Wickstrom	Consultant scope and fee negotiations underway.	CenturyWest	TBD
CP1603	Coal Creek Springs Transmission Main Repair The project will construct a second, parallel transmission pipeline under the White River, inspect the existing steel transmission main for possible leaks and repair the leaks, if any, and line the portion of the existing steel transmission main to improve its structural integrity and prevent leaks, and to construct another 12” to 18” parallel river crossing casing for providing water service and utility conduit to wilderness game farm park.	1,340,000 (DWSRF) 185,000 (Water)		1,525,000	1,525,000	17%	MAR 18	0%	JUL 18	Seth Wickstrom	Project design is on hold pending authorization and availability of State funding.	JACOBS	TBD
CP1521	15th Street NE/NW Preservation Project This project will rehabilitate and preserve the existing pavement in the 15th Street NW/NE and Harvey Road SE corridor between State Route 167 and 8th Street NE. Furthermore, grind and overlay 15th Street NW/NE from State Route 167 to Auburn Way N., and grind and overlay Harvey Road NE from Auburn Way N to 8th Street NE.	817,500 (Streets) 50,000 (Storm) 50,000 (Sewer)	817,500 (Federal Grant)	1,735,000	1,735,000	70%	DEC 17	0%	SEP 18	Kim Truong	Design is underway.	N/A	TBD
CP1709	Reservoir 1 Seismic Control Valve This project will design and construct a seismic control valve on the City's largest reservoir.	175,000 (Hazard Mitigation Grant) 25,000 (Water)		200,000	200,000	40%	APR 18	0%	MAY 18	Kevin Thompson	Design is underway.	Parametrix	TBD

Capital Project Status Report

Community Development And Public Works Department - Engineering General Services Division

Project Status: DESIGN

Project Number	Project Name & Description	Project Budget		Total Budget	Total Estimated Costs	Design % Complete	Design Finish Date	Construction % Complete	Construction Finish Date	Project Manager	Status	Design Consultant	Contractor
		Street/Utilities	Other										
CP1707	A St. SE Corridor Signal Safety & Operations Improvements This purpose of this project is to design for and improve traffic signal timing and operations, corridor coordination, traffic signal head visibility, and pedestrian accessibility along the A St SE Corridor between 3rd St SE and East valley Highway Access Road.	45,850 (Street)	412,650 (Federal Grant)	458,500	458,500	1%	MAY18	0%	SEP 18	Kim Truong	Design is underway.	PH Consulting, LLC & DKS Associates	TBD
CP1705	Auburn Way South (SR164) Sidewalk Improvements This project will construct the missing gap of sidewalk along the north side of Auburn Way South between the existing sidewalk terminations near 17th St SE to the west and Muckleshoot Plaza to the east. The project length is approximately 1,700 feet.	400,000 (TIB Grant) 430,000 (Streets)		830,000	830,000	35%	FEB 18	0%	JUL 18	Matt Larson	Design Underway; Coordinating design improvements with WSDOT	N/A	TBD
CP1719	Sewer Pump Station Telemetry (SCADA) Improvements This project will add telemetry and SCADA capabilities to the 22nd Street NE and R Street NE Sewer Pump Stations.	290,000 (Sewer)		290,000	338,400	1%	MAY18	0%	AUG 18	Matt Larson	Consultant scope and fee negotiations underway,	Parametrix	TBD
CP1717	2018 Local Streets Pavement Reconstruction This project will reconstruct selected streets that are in very poor condition, as well as improve City owned utilities, rebuild curb ramps to meet ADA standards, and overlay selected streets that are in fair condition. The work at each location varies and may include water infrastructure, a potential sanitary sewer Local Improvement District (LID), and storm drainage improvements as needed for each project street.	1,400,000 (Streets) 65,000 (Water) 80,000 (Sewer) 100,000 (Storm)		1,665,000	1,732,431	20%	JUN 18	0%	DEC 18	Matt Larson	Design is underway.	Jacobs Engineering	TBD

Capital Project Status Report

Community Development And Public Works Department - Engineering General Services Division

Project Status: DESIGN

Project Number	Project Name & Description	Project Budget		Total Budget	Total Estimated Costs	Design % Complete	Design Finish Date	Construction % Complete	Construction Finish Date	Project Manager	Status	Design Consultant	Contractor
		Street/Utilities	Other										
CP1114	WSDOT SR164 Overlay - SR18 to 17th St SE This is a WSDOT project that will replace the roadway surface on Auburn Way South from SR-18 to 17th St SE. WSDOT is also constructing City requested and funded improvements at 12th St SE (Project CP1114).	200,000 (Streets)	213,600 (WSDOT)	413,600	200,000	95%	APR 18		NOV 18	Jacob Sweeting	WSDOT finalizing contract documents and preparing to advertise for bids.	WSDOT	TBD
CP1802	Green River Pump Station Emergency Power This project will provide back up power to the existing Green River Pump Station located at Isaac Evans Park.	1,000,000 (Water)	N/A	1,000,000	1,000,000	0%	APR 19	0%	NOV 19	Kevin Thompson	Project is currently in pre design status, with design beginning in early 2018.	TBD	TBD

AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution 5323, Amendment to the Transit Service Direct Financial Partnership Agreement (Snyder)(5 Minutes)

Date:

December 4, 2017

Department:

CD & PW

Attachments:

[Draft Resolution No. 5323](#)

[Exhibit A](#)

[The Transit Service Partnership Agreement between King County, the City of Auburn and](#)

[Pierce Transit](#)

Budget Impact:**Administrative Recommendation:**

For discussion only. Budget Impact: \$29,472.00

Background Summary:

Resolution No. 5323, authorizes the Mayor to execute a 4th Amendment to the Transit Service Direct Financial Partnership Agreement between the City of Auburn, King County and the Pierce County Transit Benefit Authority (Pierce Transit).

In 2008, the City entered into the original agreement to provide for additional transit service within the City and in 2010 implemented the Lakeland Hills-Auburn Sounder Station Shuttle Service (Route 497). In September of 2017, Sound Transit added an additional train service on weekdays to both the morning and evening commute periods to and from Seattle, respectively. Amendment #4 to the Agreement provides for increased shuttle service on Route 497 to meet these additional weekday trains. If the Agreement is approved, the additional service is anticipated to begin by January 8, 2018.

The Agreement splits the costs of the Route 497 shuttle service three ways between the City, King County Metro, and Pierce Transit. The additional costs to the City to provide this additional service for 2018 is \$29,472.00. This will require a future 2018 budget amendment to fund and funding is available within the 102 Arterial Street Fund.

In 2016, the annual ridership of Route 497 was at 67,250 boardings. Through October of 2017 the annual ridership was already at 65,372 boardings and is anticipated to continue growing.

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

Snyder

Meeting Date: December 11, 2017

Item Number:

RESOLUTION NO. 5323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A FOURTH AMENDMENT TO THE TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT BETWEEN THE CITY OF AUBURN, KING COUNTY AND PIERCE COUNTY PUBLIC TRANSIT BENEFIT AUTHORITY (PIERCE TRANSIT)

WHEREAS, on December 22, 2008 the City of Auburn, King County, and Pierce County Public Transit Benefit Authority entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, The agreement has been amended three times to extend the service beyond the expiration date in the original agreement; and

WHEREAS, the third amendment extends service until February 9, 2020; and

WHEREAS, Sound Transit has increased the Sounder train service to accommodate additional rider demand; and

WHEREAS, Parking at Auburn Station is no longer adequate to meet demand from commuters; and

WHEREAS, the 4th amendment will provide two additional transit trips between Lakeland Hills and Auburn Station to meet the additional Sounder train service, which will help to mitigate parking issues in downtown Auburn associated with the Station, and Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for

the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement.

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

Section 1. That the Mayor is hereby authorized to execute a 4th amendment to the Transit Service Direct Financial Partnership Agreement between the City of Auburn and King County, which amendment shall be in substantial conformity with the amendment attached hereto as Exhibit "A".

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

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

Dated and Signed this _____ day of _____, 2017.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Resolution No. 5323
(Date)
Page 2 of 3

Daniel B. Heid, City Attorney

AMENDMENT No. 4
to the
TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
between
KING COUNTY
and
THE CITY OF AUBURN, WASHINGTON
and
PIERCE TRANSIT

This Amendment No. 4 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 4" or the "Fourth Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the City of Auburn (the "City") and the Pierce County Public Transportation Benefit Authority ("Pierce Transit"), both Washington municipal corporations (referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter separately as "Party" or together as "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of service , unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in Section 1 of Attachment A to the Agreement is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Parties desire to have Pierce Transit continue to provide the enhanced transit service beyond the initial period, the Agreement may be extended by the Parties; and

WHEREAS, the transit service enhancements provided for in Part I of Attachment A in the Agreement were implemented on or about February 9, 2010; and

WHEREAS, in December 2014 the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) until March 12, 2016, during which the Parties agreed to evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, in January 2016 the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder

Station route) until February 9, 2020, and adjusted the monetary contributions of the Parties to reflect increases to Pierce Transit's operating and capital costs for providing Route 497; and

WHEREAS, Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. Attachment A – I. Lakeland Hills Partnership

A. Service Description

Add the following:

Beginning on Monday, January 8, 2018, an additional one (1) AM trip and one (1) PM trip will be operated by Pierce Transit on Route 497 to connect with new Sound Transit Sounder train trips serving the Auburn Station.

B. Monetary Contributions

The Parties agree that beginning January 8, 2018 and through the term of this extension, the costs for providing eight (8) weekday AM northbound and eight (8) weekday PM southbound trips on the Lakeland Hills service (Route 497) will be divided equally between the three parties, King County, City of Auburn and Pierce Transit.

The total annual Service costs are estimated below. The Parties will each be responsible for one-third (1/3) of the total costs.

2017	Operating Cost (\$99.78/hr x 4,697 annual hrs.)	Capital Cost	TOTAL COST
AUBURN	\$ 156,226	\$ 23,718	\$ 179,944
KING COUNTY	\$ 156,226	\$ 23,718	\$ 179,944
PIERCE TRANSIT	\$ 156,226	\$ 23,718	\$ 179,944
ANNUAL TOTAL:	\$ 468,678	\$ 71,154	\$ 539,832

3. No Other Modifications.

Except as specifically provided for in this Amendment No. 4, all other provisions of the Agreement shall remain unchanged and in full force and effect.

4. **Effective Date.**

This Amendment No. 4 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 4 to the Agreement as of the date set forth below their signatures.

KING COUNTY

CITY OF AUBURN

By: _____
Rob Gannon
General Manager, Metro Transit Division
Department of Transportation

By: _____
Nancy Backus
Mayor
City of Auburn

Date: _____

Date: _____

PIERCE TRANSIT

By: _____
Sue Dreier
Chief Executive Officer
Pierce Transit

Date: _____

**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
THE CITY OF AUBURN, WASHINGTON
AND
PIERCE TRANSIT**

THIS TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT (the "Agreement") is made by and between King County, a political subdivision of the State of Washington and home rule charter county with broad powers to provide public transportation within the County's geographic boundaries, by and through the King County Department of Transportation, Metro Transit Division (the "County" or "Metro Transit"), the City of Auburn and the Pierce County Public Transportation Benefit Authority (or "Pierce Transit") (both Washington municipal corporations) (Referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter individually as "City of Auburn" or "Pierce Transit" or collectively as the "Parties."

WHEREAS, in September 2006 the King County Council adopted Ordinance 15582, the *Transit Now* ordinance, directing the submission of a proposition to King County voters to fix and impose an additional sales and use tax of one-tenth of one percent to fund expansion of the King County Metro public transportation system and a variety of transit service improvements; and

WHEREAS, the *Transit Now* ordinance identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through *Transit Now* that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

WHEREAS, mutually beneficial contractual arrangements with other public and private entities ("service partnerships") that leverage public and private funds to provide both new and better bus service to cities and major employers is one of four key strategies (the "Service Partnership Program") identified in the *Transit Now* proposition approved by King County voters in the general election on November 7, 2006; and

WHEREAS, the Service Partnership Program is also designed and intended to support the service development objectives and financial strategies of the Metro Transit's *Ten-Year Strategic Plan for Public Transportation 2007-2016*; and

WHEREAS, the Service Partnership Program will provide commute alternatives for Pierce County residents who work in King County; and

WHEREAS, the *Ten-Year Strategic Plan for Public Transportation 2007 - 2016* adopted by the King County Council November 13, 2007 Strategy IM-3 exempts service partnerships, schedule maintenance, contracted services or partnership agreements from subarea allocation and reduction requirements; and

WHEREAS, Service Partner has submitted an application for a direct financial partnership for transit service and has met the criteria established by the County for awarding such partnerships; and

WHEREAS, the proposal submitted by Service Partner has been deemed to show a potential gain in ridership; and

WHEREAS, the proposal submitted by Service Partner has been approved by the King County Council,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship for enhanced transit services consistent with the goals and directives of the *Transit Now* ordinance and initiative as authorized by King County Council Ordinance 15582 (approved in September 2006) and passed by the voters of King County as *Transit Now* in the general election on November 7, 2006 to leverage sustainable local resources for transit service and to increase transit ridership.

This Agreement establishes the responsibilities of the Parties in relation to the transit service partnership, including methods for financing, implementing, monitoring, improving and terminating the partnership.

2. COUNTY'S RESPONSIBILITIES

- 2.1 The County will provide transit service enhancements in accordance with the service specifications set forth in Section II.C of Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and City of Auburn will share the fully allocated cost of the increased service hours at a rate of not more than two-thirds from County funds to not less than one-third from City of Auburn funds (actual contribution specified in Attachment A). Fully allocated costs include the cost of fuel, maintenance, driver wages, service supervision, infrastructure maintenance, revenue collection, scheduling, rider information, data analysis; and administrative and management costs. The County's cost allocation model will be used to determine the City of Auburn's contribution for service described in Section II of Attachment A. The County will manage the service in accordance with its regular procedures and as may be further specified in this Agreement. The Parties understand and agree that, notwithstanding Service Partner's financial contribution, the transit service referenced herein will be open to the general public.
- 2.2 The County will include the new transit service enhancements provided for under this Agreement in its annual route performance monitoring. Enhanced transit service provided for via service partnerships will be expected to perform at or above the Metro Transit subarea average for its particular type of service in at least three of the four standard indicators monitored in Metro's annual *Route Performance Report*:
- a) Rides per revenue hour;
 - b) The ratio of fare revenue to operating expense;
 - c) Passenger miles per revenue hour; and
 - d) Passenger miles divided by platform miles.

DIRECT FINANCIAL SERVICE PARTNERSHIP AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF AUBURN AND PIERCE TRANSIT
LAKELAND HILLS SHUTTLE AND METRO ROUTES 910 AND 919
Page 2 of 16

2.3 More specific benchmarks applicable to the enhanced transit service provided for herein are set forth in Attachment A. Three (3) years after implementation of the enhanced transit service provided for herein and annually thereafter, the County will make a determination as to the productivity and viability of the service. The County will notify Service Partner of its assessment of the service's productivity, performance, and ongoing viability. If the County deems that changes can be made to improve the service, the County and Service Partner will discuss possible modifications and may agree on any decisions to modify the service enhancements provided for herein, provided, however, that any such modifications shall be consistent with the requirements set forth in KCC 28.94.020(B)(2). After consultation with Service Partner, if the County determines that the enhanced service provided for herein is not viable based upon performance, and proposed changes are insufficient to boost productivity beyond a minimum threshold as may be established and the Parties cannot agree on a substitute investment on a different route or a different corridor, the County will notify Service Partner of its intention to terminate the Agreement. Throughout, the County recognizes that statutory responsibility for making significant changes to, or eliminating, services described in Section I of Attachment A rests with Pierce Transit.

2.4 **Monetary Contributions.** The County will contribute, via payment of billings from Pierce Transit twice per year, as specified in Section 5.2 of this Agreement, no more than two thirds of the cost of the enhanced service described in Section I of Attachment A. The amount of the County's actual yearly monetary contributions are to be determined by application of the cost allocation calculation specified in Section I of Attachment A, which is attached hereto and incorporated herein by this reference. If application of that cost allocation formula yields a higher dollar amount, the County shall pay the larger amount.

3. SERVICE PARTNER'S RESPONSIBILITIES

3.1 **Monetary Contributions.** Service Partner will contribute at least one-third of the cost of the enhanced service described in Attachment A, in an amount not less than US\$100,000 per year for at least five (5) years to add to existing transit service or a minimum of US\$200,000 per year for at least five (5) years to implement new transit service. The foregoing dollar amounts represent the minimum monetary contributions that Service Partner will be responsible for pursuant to this Agreement. The amount of Service Partner's actual yearly monetary contributions, over and above the minimum yearly contributions specified in this Subsection 3.1, are to be determined by application of the cost allocation calculations specified in Attachment A, which is attached hereto and incorporated herein by this reference. If application of those cost allocation formulae yields a higher dollar amount, Service Partner shall pay the larger amount.

3.2 **Transit Service Enhancements.** In addition to the financial contributions referenced in Subsection 3.1, the City of Auburn will undertake a number of additional actions that are expected to increase ridership on the enhanced bus services provided for herein, including, but not limited to implementation of transportation demand management programs, parking management, service promotions, and communication infrastructure and transit signal priority improvements. The transit service enhancements to be undertaken by the City of Auburn pursuant to this Agreement are set forth more fully in Attachment A, which is attached hereto and incorporated herein by this reference. The Parties acknowledge and agree that the goal of this Agreement is to increase ridership. Toward that end, the Parties agree to work together in good faith to refine the details of the required transit service enhancements in order to assure effective and timely implementation.

3.3 Pierce Transit will establish and operate transit service enhancements in accordance with the service specifications set forth in Section I.C of Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and Service Partner

will share the cost of the increased service hours at a rate of not more than two-thirds from County funds to not less than one-third from Partner funds (actual contribution specified in Attachment A). While Pierce Transit will hold authority and responsibility for conducting public participation processes in advance of any significant service modification, as defined by Pierce Transit's adopted service modification procedures, Pierce Transit will work together with the County and City of Auburn in the design and implementation of such changes. Pierce Transit's cost allocation model will be used to determine the County and Service Partner contributions for service described in Section I of Attachment A. Pierce Transit will provide performance data using its standard ridership and service monitoring practices. The Parties understand and agree that, notwithstanding the Parties' financial contributions, the transit service referenced herein will be open to the general public.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall commence upon signing by the Parties and, for each service specified in Attachment A, expire five (5) years after the start of that service, unless extended or earlier terminated pursuant to the terms of this Agreement. If after five (5) years the enhanced transit service described in Section II of Attachment A is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of this Agreement and the additional performance benchmarks specified in Attachment A, and the City of Auburn desires to have Metro Transit continue to provide the enhanced transit service beyond the initial five year period, this Agreement may be extended by the Transit General Manager for an additional five years without additional approval by the King County Council. If after five (5) years the enhanced transit service described in Section I of Attachment A is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of this Agreement and the additional performance benchmarks specified in Attachment A, and the Parties desire to have Pierce Transit continue to provide the enhanced transit service beyond the initial five year period, this Agreement may be extended by the Parties for an additional five years without additional approval by the King County Council or Pierce Transit Board of Commissioners.
- 4.2 This Agreement is subject to review and approval by the King County Council and, if necessary, the governing bodies of any other governmental entities that are a Party to this Agreement.

5. INVOICES/PAYMENT PROCEDURES

- 5.1 The County will invoice the City of Auburn twice each year for its contribution, as specified in Section 3.1 of this Agreement, to the transit service described in Section II of Attachment A. The City of Auburn will receive two (2) billings each calendar year for the actual costs incurred by the County to operate or manage the service.
- 5.2 Pierce Transit will invoice the County and the City of Auburn twice each year, as specified in Section 2.4 of this Agreement, for the transit service described in Section I of Attachment A. The County and City of Auburn will receive two (2) billings each calendar year for the actual costs incurred by Pierce Transit to operate the service.
- 5.3 Estimates of the total service costs based on scheduled service hours are shown in Attachment A. These estimates will be adjusted in January each year, based on the per mile and per hour rates for that year. King County will provide these adjustments to the City of Auburn for service described in Section II of Attachment A. Pierce Transit will provide adjustments to King County and the City of Auburn for service described in Section I of Attachment A.

5.4 The City of Auburn shall make payment to the County within forty-five (45) days after receipt of an invoice. Should the City of Auburn fail to pay the County the amount due within forty-five (45) days of receipt of a billing invoice from the County, a late payment assessment shall be applied to any outstanding balance due for that invoice. The late payment assessment shall be fixed at the maximum rate allowable under Washington state law.

5.5 The County and City of Auburn shall make payment to Pierce Transit within forty-five (45) days after receipt of an invoice. Should either the County or City of Auburn fail to pay Pierce Transit the amount due within forty-five (45) days of receipt of a billing invoice from the Pierce Transit, a late payment assessment shall be applied to any outstanding balance due for that invoice. The late payment assessment shall be fixed at the maximum rate allowable under Washington state law.

6. INDEMNIFICATION AND LEGAL RELATIONS

6.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.

6.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

6.3 Each Party shall protect, defend, indemnify and save harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

6.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

6.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, located in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

6.6 The provisions of this section shall survive any termination of this Agreement.

7. INSURANCE REQUIREMENTS

Each party shall self-insure or procure and maintain for the duration of the Agreement, insurance or self-insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this agreement by the Parties.

DIRECT FINANCIAL SERVICE PARTNERSHIP AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF AUBURN AND PIERCE TRANSIT
LAKELAND HILLS SHUTTLE AND METRO ROUTES 910 AND 919
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8. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. Such amendments and modifications may be executed by the General Manager of the County's Transit Division without additional Council approval, so long as any such amendments are consistent with the intent and purpose of this Agreement.

9. TERMINATION OF AGREEMENT

9.1 Either Party may terminate this Agreement, in whole or in part, in writing if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other; provided, however, that, insofar as practicable, the Party terminating the Agreement will give not less than 135 calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

9.2 In addition to termination under Paragraph 8.1 of this Section, the County or Pierce Transit may terminate this Agreement pursuant to the provisions of Section 2.3 of this Agreement, in whole or in part, provided, that the other parties to this agreement will be given not less than 135 calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

9.3 If any Party terminates, the other Parties will pay the County and/or Pierce Transit a pro-rated amount for services performed in accordance with the Agreement to the date of termination.

10. FORCE MAJEURE

All Parties shall be excused from performing their obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the obligation to make payment to the County for work performed in accordance with this Agreement.

11. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized Parties and attached to the original Agreement.

12. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that no Party shall assign or transfer in any manner any interest, obligation or benefit of this Agreement without the others' prior written consent.

13. **NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

14. **MUTUAL NEGOTIATION AND CONSTRUCTION**

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

15. **ALL TERMS AND CONDITIONS**

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

16. **CONTACT PERSONS**

The County and Service Partner shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	Service Partner	
Contact Name	Joe Welsh	Kelly Hayden
Organization	City of Auburn Public Works	Pierce Transit
Title	Transportation Planner	Director of Service Planning
Address	25 W. Main Street	P.O. Box 99070
	Auburn, WA 98001	Lakewood, WA 98499
Telephone	253-804-5050	253-984-8217
Fax	253-931-3053	253-589-6364
E-Mail	jwelsh@auburnwa.gov	khayden@piercetransit.org

	King County	
Contact Name	Matt Hansen	
Title	Supervisor, Market Development, Metro Transit Division	
Address	YES-TR-0600	
	400 Yesler Way	
	Seattle, WA 98104	
Telephone	206-263-3598	
Fax	206-684-2058	
E-Mail	matt.hansen@kingcounty.gov	

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17. Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body, via King County Ordinance No. 16041 dated March 24, 2008, and via City of Auburn Resolution No. 4418, dated November 17, 2008, and via Pierce Transit Resolution No. 08-035 dated October 13, 2008.
18. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 22nd day of December, 2008.

KING COUNTY

By: [Signature]
Title: CM
Date: 12/22/08

CITY OF AUBURN

By: [Signature]
Title: MAYOR
Date: NOV 17 2008

PIERCE TRANSIT

By: [Signature]
Title: CEO
Date: 12/1/08

ATTACHMENT A
Direct Financial Partnership Scope of Work
City of Auburn
Pierce Transit

For the purpose of defining the responsibilities of the three partners, this attachment is divided into two parts:

- Part I. Lakeland Hills (Partners are King County, Pierce Transit and the City of Auburn).
- Part II. Routes 910 and 919 (Partners are City of Auburn and King County).

The table in the appendix to this attachment depicts the overall cost estimates as a combined partnership.

I. Lakeland Hills Partnership

A. Service Description

The Lakeland Hills-Auburn Sounder Station route will be a commuter service to be established and operated by Pierce Transit through a funding partnership with the County and City of Auburn. The Lakeland Hills feeder will operate between Lake Tapps Parkway and Auburn Station, with one-way service to the station in the a.m. peak and from the station to Lakeland Hills in the p.m. peak. The intent of the new service on the Lakeland Hills feeder is to provide peak service to connect residential areas to Auburn Station to facilitate transfers to Sounder commuter rail, Sound Transit express bus service, and Metro bus service. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partners mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization. King County, Pierce Transit and the City of Auburn agree to share in the cost and responsibilities of new Lakeland Hills service.

1. Start Date for Service

Service on the route(s) described above shall commence with Pierce Transit's service change of February 9, 2010.

B. Monetary Contributions

1. Monetary and In-Kind Contributions to be Made by Service Partners

Pierce Transit agrees to provide three 25-foot transit "Bus Plus" vehicles (two active vehicles, one spare vehicle) for the service as described in this attachment. In addition, Pierce Transit agrees to operate the service and dispatch and maintain the vehicles.

The City of Auburn and Pierce Transit agree to contribute a combined total of approximately \$175,307 per year for five years of service on a new Lakeland Hills commuter route as defined in Service Description of this Attachment A, Part I. The actual annual cost the Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.3 of this Agreement. Rates for per-hour cost will be based on Pierce Transit's fully allocated rate for "blended" (both directly operated and contracted) SHUTTLE service.

2. Monetary Contributions to be Made by County

The County agrees to contribute approximately \$116,871 per year for five years of service on a new Lakeland Hills commuter route as defined in Service Description of this Attachment A, Part I. The actual annual cost the County agrees to pay on an annual basis shall be determined in accordance with Section 5.3 of this Agreement. Rates for per-hour and per-mile cost will be based on Pierce Transit's fully allocated rate for "blended" (both directly operated and contracted) SHUTTLE service.

C. Transit Service Enhancements

1. Service Partners agree to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager and the Chief Executive Officer of Pierce Transit. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partners will contact King County Metro's Market Development group and Pierce Transit's Policy, Planning and Public Affairs Department to refine the details of these actions to help assure effective and timely implementation. Service Partners remain responsible for the cost and implementation of the following actions or similar activities as mutually agreed by the parties to this agreement:

City of Auburn

a. Promotion

Provide promotional materials about shuttles to the Lakeland community. This would be accomplished through:

- Quarterly neighborhood direct mailings.
- Press releases in local newspapers.
- Advertising on local TV 21.
- Bus maps, timetables, and bike maps.
- Assistance in commute planning provided on the City of Auburn Web site.

b. Parking Management

Assist King County Metro and Pierce Transit in securing additional park-and-ride stalls/locations to support the Lakeland Hills feeder service.

Pierce Transit

a. Promotion

Pierce Transit will advertise the new service via its normal marketing channels, and will include the service information in Pierce Transit timetables and on Pierce Transit's Web site.

2. The County agrees to undertake the following supporting actions:

a. Additional Promotion of Service

Work with Service Partners to promote transit use on the affected routes.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Pierce Transit will provide three 25-foot transit "Bus Plus" vehicles. These vehicles will be considered a part of Pierce Transit's financial contribution, resulting in a reduction in Pierce Transit's share of service costs. The cost of the vehicles will be calculated at \$58,436 per year for each of the five years of this agreement.

Approximate total annual hours: 3,848

Estimated fully allocated annual cost (County's + Service Partners' cost): \$292,179

City of Auburn's estimated annual share of fully allocated annual cost:

Forty percent (\$116,871 based on 2008 fully allocated annual cost)

Pierce Transit's estimated annual share of fully allocated cost:

Twenty percent (\$58,436 based on 2008 fully allocated annual cost)

County's estimated annual share of fully allocated cost:

Forty percent (\$116,871 based on 2008 fully allocated annual cost)

The cost of service will be determined by Pierce Transit's fully allocated rate for "blended" (both directly operated and contracted) SHUTTLE services.

E. Benchmarks for Evaluating Route Performance

Both Metro and Pierce Transit have consistent, formal route-performance evaluation processes to identify individual routes that may require modification, expansion or termination. The Lakeland Hills service will be evaluated by both agencies, each using its own adopted standards.

Metro routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

DART Peak (Applies to Lakeland Hills service)

Rides per revenue hour: Average -- 22.6

Fare revenue/operating expense: n/a

Passenger miles/revenue hour: Average -- 54

Passenger miles/platform miles: Average -- 3.32

Metro's initial performance review for this Lakeland Hills service will use benchmarks determined using 2009 data.

Pierce Transit routes are grouped according the characteristics of the neighborhoods being served. The Lakeland Hills service will be expected to meet the standards established by Pierce Transit's Board of Commissioners for Suburban Routes. In 2008 this standard is set at a minimum level of fifteen boarding passengers per revenue vehicle hour.

II. Routes 910 and 919

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partner

The City of Auburn agrees to contribute approximately \$100,000 per year for five years of service on Route 910 and Route 919 as defined in the Service Description in Section C of this Attachment A, Part II. The actual annual cost the Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.3 of this Agreement.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. The City of Auburn agrees to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, City of Auburn will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. City of Auburn remains responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

City of Auburn

a. Promotion

Provide promotional materials about shuttles to the senior community. This would be accomplished through:

- Direct advertising to seniors via the Auburn Senior Center.
- Press releases in local newspapers.
- Advertising on local TV 21.
- Provide bus maps, timetables, and bike maps.
- Assistance in commute planning provided on the City of Auburn Web site.

b. Other Incentives

- Provide a \$50/month subsidy transit pass for city employees for use of bus, vanpool, and rail.
- Provide covered bicycle lockers for city employees.
- Provide showers and lockers for employees who bicycle, walk, or motorcycle.
- Provide a Guaranteed Ride Home program to city employees.
- Provide five HOV stalls for city employee parking.

2. The County agrees to undertake the following supporting actions:

a. Additional Promotion of Service

- Work with City of Auburn to promote transit use on the affected routes.

C. Service Description

Routes 910 and 919 will be created through splitting the existing Route 919 and expanding service into two separate components. Route 919 will be modified into a community shuttle connecting 40th Street NE and I Street NE to the YMCA and Supermall area via Auburn Station. Route 910 will assume the southern portion of the existing Route 919 and will connect the Dogwood neighborhood, Auburn Senior Center, and Auburn Station via Auburn Way S. The intent of the enhanced service on Route 919

is to provide service to connect residential areas to major trip generators via Auburn Station. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and City of Auburn mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

1. Start Date for Service

Service on the route(s) described above shall commence with Metro service change of _____, 2010.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total annual hours: 2,763

Estimated fully allocated annual cost (County's + Service Partner's cost): \$218,055.96

City of Auburn's estimated annual share of fully allocated annual cost:
Forty-five percent (\$100,000 based on 2008 fully allocated annual cost)

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

DART Off-Peak

Rides per revenue hour: Average - 17.4

Fare revenue/operating expense: n/a

Passenger miles/revenue hour: Average - 53

Passenger miles/platform miles: Average - 3.46

Initial performance review for Routes 910 and 919 will use benchmarks determined using 2010 data.

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Preliminary Cost Estimate

DIRECT FINANCIAL SERVICE PARTNERSHIP AGREEMENT
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AMENDMENT No. 1
to the
TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
between
KING COUNTY
and
THE CITY OF AUBURN, WASHINGTON
AND
PIERCE TRANSIT

This Amendment No. 1 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 1" or the "First Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the City of Auburn (the "City") and the Pierce County Public Transportation Benefit Authority ("Pierce Transit"), both Washington municipal corporations (referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter separately as "Party" or together as the "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of the service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in Section 1 of Attachment A to the Agreement is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Service Partner desires to have Pierce Transit continue to provide the enhanced transit service beyond the initial five-year period, the Agreement may be extended by the Parties for an additional five years without additional approval by the King County Council or the Pierce Transit Board of Commissioners; and

WHEREAS, the transit service enhancements provided for in Part I of Attachment A in the Agreement were implemented on or about February 9, 2010; and

WHEREAS, the Parties now desire to extend the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) for an additional thirteen-month period, during which the Parties will evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. **Extension of Term of Agreement**

As provided for in Section 4.1, the enhanced transit service described in Part I of Attachment A in the Agreement is extended until March 12, 2016.

2. **Service Cost**

The service cost during the extended term of the Agreement will be based on Pierce Transit's per hour rate of \$75.93.

3. **Execution of Agreement – Counterparts**

A new Section 19 is added to the Agreement to read as follows:

This Agreement, and any amendments to this Agreement, may be executed in separate counterparts, each of which shall be regarded for all purposes as an original and all of which taken together constitute one and the same Agreement. Facsimile or scanned and emailed counterpart signatures to this Agreement shall be acceptable and binding on the Parties hereto.

4. **No Other Modifications.**

Except as specifically provided for in this Amendment No. 1, all other provisions of the Agreement shall remain unchanged and in full force and effect.

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5. **Effective Date.**

This Amendment No. 1 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the Agreement as of the date set forth below their signatures.

KING COUNTY

By: _____
Kevin Desmond
General Manager, Metro Transit Division
Department of Transportation
Date: _____

SERVICE PARTNER

City of Auburn

By: Nancy Backus
Name
Its (Title): Mayor *[initials]*
Date: 12.22.14

SERVICE PARTNER

Pierce Transit

By: _____
Name
Its (Title): _____
Date: _____

AMENDMENT No. 2
to the
TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
between
KING COUNTY
and
THE CITY OF AUBURN, WASHINGTON

This Amendment No. 2 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 2" or the "Second Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the City of Auburn (the "City"), a Washington municipal corporation (referred to as "Service Partner"), both of which entities may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of service , unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in PART II of Attachment A to the Agreement is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Service Partner desires to have Metro continue to provide the enhanced transit service beyond the initial period, the Agreement may be extended by the Transit General Manager; and

WHEREAS, the transit service enhancements provided for in Part II of Attachment A in the Agreement were implemented on or about October 2, 2010; and

WHEREAS, on January 7, 2015 the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) for an additional thirteen-month period, during which the Parties agreed to evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, the County and the City of Auburn now desire to extend the Agreement to provide the enhanced transit service described in Part II of Attachment A (i.e., Route 910) for an additional five-year period; and

WHEREAS, Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement; and

WHEREAS, no other changes are contemplated except as included in Amendment No. 1.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. Extension of Term of Agreement

As provided for in Section 4.1, the enhanced transit service described in Part II of Attachment A (Route 910) in the Agreement is extended until September 30, 2020.

2. No Other Modifications.

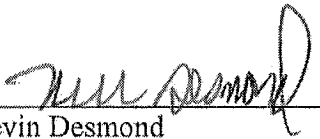
Except as specifically provided for in this Amendment No. 2, all other provisions of the Agreement shall remain unchanged and in full force and effect.

3. Effective Date.

This Amendment No. 2 shall be effective upon execution by the Parties.

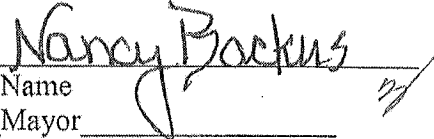
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the Agreement as of the date set forth below their signatures.

KING COUNTY

By: 
Kevin Desmond
General Manager, Metro Transit Division
Department of Transportation
Date: 10/22/15

SERVICE PARTNER

City of Auburn

By: 
Name
Its: Mayor
Date: 9-22-15

SIGNATURE

AMENDMENT No. 3
to the
TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
between
KING COUNTY
and
THE CITY OF AUBURN, WASHINGTON
and
PIERCE TRANSIT

This Amendment No. 3 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 3" or the "Third Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the City of Auburn (the "City") and the Pierce County Public Transportation Benefit Authority ("Pierce Transit"), both Washington municipal corporations (referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter separately as "Party" or together as "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in Section 1 of Attachment A to the Agreement is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Parties desire to have Pierce Transit continue to provide the enhanced transit service beyond the initial period, the Agreement may be extended by the Parties; and

WHEREAS, the transit service enhancements provided for in Part I of Attachment A in the Agreement were implemented on or about February 9, 2010; and

WHEREAS, in December 2014 the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) until March 12, 2016, during which the Parties agreed to evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and

modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. **Extension of Term of Agreement**

As provided for in Section 4.1, the enhanced transit service described in Part I of Attachment A (Lakeland Hills Service) in the Agreement is extended until February 9, 2020.

2. **Lakeland Hills Service Cost**

Operating Cost:

The operating cost for the Lakeland Hills service (Rt. 497) beginning in 2016 will be based on Pierce Transit's hourly rate of \$99.78. The Parties agree that the operating hourly rate may be adjusted each year to reflect changes to Pierce Transit's service operation costs, however it is agreed that the operating hourly rate for this Agreement shall not increase by more than three percent (3%) each year.

Capital Cost:

In addition to the operating costs, the Parties agree to pay for Pierce Transit's capital costs associated with the Lakeland Hills service. The total capital cost for this service is \$71,155 per year and is fixed for the term of this extension period.

Monetary Contributions:

The Parties agree that beginning January 1, 2016 and through the term of this extension, the costs for providing seven weekday AM northbound and seven weekday PM southbound trips on the Lakeland Hills service (Route 497) will be divided equally between the three parties, King County, City of Auburn and Pierce Transit.

The total Service costs for 2016 are estimated below. The Parties will each be responsible for one-third (1/3) of the total costs.

2016	Operating Cost (\$99.78/hr x 3,811 annual hrs.)	Capital Cost	TOTAL COST
AUBURN	\$ 126,754	\$ 23,718	\$ 150,472
KING COUNTY	\$ 126,754	\$ 23,718	\$ 150,472
PIERCE TRANSIT	\$ 126,754	\$ 23,718	\$ 150,472
ANNUAL TOTAL:	\$ 380,261	\$ 71,155	\$ 451,416

Additionally, Pierce Transit intends to provide an eighth weekday AM northbound and an eighth weekday PM southbound trip on Route 497. These trips will be funded separately by Pierce Transit and are not included as part of this Amendment No. 3 to the Agreement.

3. **No Other Modifications.**

Except as specifically provided for in this Amendment No. 3, all other provisions of the Agreement shall remain unchanged and in full force and effect.

4. **Effective Date.**

This Amendment No. 3 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 3 to the Agreement as of the date set forth below their signatures.

KING COUNTY

CITY OF AUBURN

By: 
Kevin Desmond ~~_____~~ **ROB GANNON, ACTING**
General Manager, Metro Transit Division
Department of Transportation

By: 
Nancy Backus
Mayor
City of Auburn

Date: 15 MARCH 2016

Date: FEB 16 2016

PIERCE TRANSIT

By: _____
Sue Dreier
Chief Executive Officer
Pierce Transit

Date: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5335, Interlocal Agreement regarding SCATBd (Snyder)(10 Minutes)

Date:

December 5, 2017

Department:

CD & PW

Attachments:

[Draft Resolution No. 5335](#)

[Draft Interlocal Agreement](#)

[Operating Procedures](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

This is a follow-up to the Council discussion held on October 23, 2017 regarding the South King County Area Transportation Board (SCATBd) Interlocal Agreement revisions.

Background:

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

Attached please find the draft Interlocal agreement that has been reviewed by the members of SCATBd, approved by the King County Council and discussed by City Council on October 23, 2017. The agreement would provide for the continuation of the Board through December 31, 2019 with the ability to extend through December 31, 2021. The interlocal agreement adopts Operating Procedures for the Board, the notable proposed revisions from the existing 2013 operating procedures as discussed on Oct 23, 2017 include the following:

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

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

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

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

At the November 21, 2017 meeting of SCATBd, the concerns regarding the revision to Section 1.D. allowing non-RTA cities to vote on Sound Transit issues were discussed. The SCATBd members indicated that cities outside the RTA will be allowed to vote because of the close proximity of those cities to RTA cities.

Since this is an Interlocal Agreement, a resolution and the agreement will be before Council for consideration on December 18, 2017.

Reviewed by Council Committees:

Councilmember:

Staff:

Gaub

Meeting Date: December 11, 2017

Item Number:

RESOLUTION NO. 5335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE OTHER JURISDICTIONS OF THE SOUTH COUNTY AREA TRANSPORTATION BOARD

WHEREAS, THE City of Auburn had entered into agreement with its neighboring cities and transportation related jurisdictions to address the cooperative inter-workings of the other jurisdictions on projects involving area transportation projects; and

WHEREAS, the entity through which these multi-agency agreements have been channeled has been the South County Area Transportation Board (SCATBd); and

WHEREAS, the purpose of such Agreements has been to recognize the SCATBd as the transportation board for the South King County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions; and

WHEREAS, the participating jurisdictions have commenced negotiation a current Agreement; and

WHEREAS, it is appropriate to empower the Mayor to work with the other jurisdictions to conclude negotiation of a new agreement and to execute the same on behalf of the City of Auburn.

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

Section 1. The Mayor is hereby authorized to negotiate the final details of and execute an Agreement with the Couth County Area Transportation Board, which Agreement shall be in substantial conformity with the Agreement attached hereto as Exhibit “A” and incorporated herein by this reference.

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

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

Dated and Signed this _____ day of _____, 2017.

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

Daniel B. Heid,
City Attorney

South County Area Transportation Board Agreement

Parties to Agreement

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

Transmitted to parties for approval and signature on_____.

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

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

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

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

1.0 Purpose of this Agreement

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

2.0 Members and Voting

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

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

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

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

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

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

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

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

3.0 Representation and Conduct

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

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

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

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

4.0 Operating Procedures

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

5.0 Lead Agency

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

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

6.0 Financing and Cost Sharing Guidelines

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

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

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

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

7.0 Withdrawal of a Party from this Agreement

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

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

8.0 Duration

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

9.0 Termination

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

10.0 Real and Personal Property

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

11.0 Return of Funds

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

12.0 Filing

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

13.0 Legal Relations

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

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

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

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

14.0 Entirety and Modifications

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

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

15.0 Counterparts

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

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

City of Algona

City of Auburn

City of Black Diamond

By:_____

By:_____

By:_____

Date: _____

Date:_____

Date:_____

City of Burien

City of Covington

City of Des Moines

By:_____

By:_____

By:_____

Date:_____

Date:_____

Date: _____

City of Federal Way

City of Kent

City of Maple Valley

By: _____

By:_____

By:_____

Date:_____

Date:_____

Date: _____

City of Normandy Park

City of Pacific

City of Renton

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of SeaTac

City of Tukwila

Muckleshoot Indian Tribe

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

King County

By: _____

Date: _____

SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd)

OPERATING PROCEDURES

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

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

I. SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd)

A. Mission:

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

B. Goals:

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

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

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

C. Role:

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

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

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

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

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

E. Other transportation related issues as the members determine.

D. Membership and Voting:

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

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

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

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

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

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

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

¹Administrative issues, such additional members and use of dues

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

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

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

⁵Other recommendations including

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

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

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

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

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

E. Officers:

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

F. Meeting Schedule:

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

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

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

H. Subcommittees of the Board:

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

~~II. TECHNICAL ADVISORY COMMITTEE~~

~~A. Purpose:~~

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

~~B. Membership:~~

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

~~C. Meeting Schedule:~~

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

~~III. II. MEETING PROCEDURES OTHER~~

A. Standard Agenda:

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

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

B. Robert's Rules of Order:

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

B.C. Audience Comments during Meetings:

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

C.D. Distribution of Materials:

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

D.E. Citizen Involvement:

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

118th Avenue SE Roadway (Snyder)(10 Minutes)

Department:

CD & PW

Attachments:

[August 28, 2017 Petition](#)

Date:

December 5, 2017

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

In August of 2017, the City received a petition regarding 118th Avenue SE from S 304th Street northward to the end of the existing road. The Petition was submitted by 18 of the 34 properties that access 118th Avenue SE and 29 residents of the City of Kent. The Petition requests that the City consider re-building a portion of the roadway.

Staff will provide a presentation of the history of this roadway and options for the Council to consider.

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

Gaub

Meeting Date: December 11, 2017

Item Number:

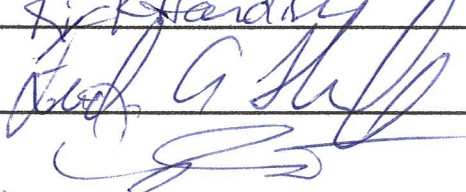
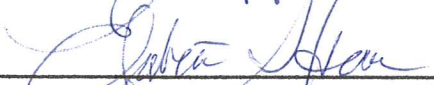
We the undersigned residents of 118th Ave SE and 302nd street, including the residents of the Bridges community respectfully request the City of Auburn, Washington to regrade a portion of 118th Ave SE, Auburn from SE 302nd street to a point 500 feet to the north. This will eliminate all blind spots and allow a full view of traffic from all driveways. We need regrading for the simple reason, the caution signs and the speed indicator have done nothing to calm traffic on 118th Ave SE, Auburn.

RECEIVED
AUG 28 2017
MAJOR'S OFFICE

Signature	Address	Date
Lawrence D. Smith	30023 118 th Ave SE Auburn, Wash	8/4/17
Sally B. Smith	30023 118 th Ave SE Auburn	8/12/17
Sally Oullet	30023 118 th AVE SE Auburn WA 98092	8/12/17
Mary Wilson	30009 118 th Ave SE 98092	8/12/17
John M. White	30009 118 th AVE SE 98092	8/12/17
Chris Taylor	30206 118 th Ave SE 98092	8/16/17
Pita Gupta	11610 SE 302 nd St 98092	8/16/17
Kelly Hewitt	11614 SE 302 nd St 98092	8/16/17
Steve Hewitt	11614 SE 302 nd St 98092	8/16/17
Amber Hewitt	11614 SE 302 nd St 98092	8/16/17
Gina W. Smith	30032 118 th Ave SE 98092	8/16/17
Nina P. Kowalski	30032 118 th Ave SE 98092	8/16/17
Kristen S.	29905 118 th Ave SE 98092	8/16/17
Anna Ruben	29905 - 118 th Ave SE 98092	8/16/17
Ratie White	29218 118 th Ave SE 98092	8-16-17
Kevin White	29218 118 th Ave SE 98092	8-16-17

10

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Signature	Address	Date
	29304 118 TH Ave SE Auburn	8-16
Maryn I Hunt	29304 118 TH Ave SE Auburn	8-16
Cheryl L. Novak	29226 118 TH Ave SE Auburn	8-16
Ronald P. Novak	29226 118 TH Ave SE Auburn	8-16-17
Joan Roberts	30107 118 TH Ave SE, Auburn	8-16-17
Jane Moore	30008 118 TH Ave SE, Auburn	8/16/17
Rick Hardy	" " " "	"
	29819 118 TH Ave SE Auburn	8/16/17
	29809 118 TH Ave SE Auburn	8/16/17
Stephanie falls	29809 118 TH Ave SE Auburn	8/16/17
Mariya Marmchits	29825 118 TH Ave SE Auburn	8/16/17
Stepan Marmchits	29825 118 TH Ave SE Auburn	8/16/17
Tolly Howe	29312 118 TH Ave SE Auburn	8/19/17
	29312 118 Ave SE Auburn 98092	8/19/17
Courten Mutchill	11708 SE 302nd St Auburn wa	8/19/17
Patty Thomas	29813 118 TH Ave SE Aub Wa	8/20/17

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Signature	Address	Date
Mary Krumm	29511 121ST AVE SE AUBURN WA	8/20/17
Khamsuk Keokanthan	"	8/20/17
Tim Mui	29405 121 st AVE SE, Auburn WA	8/20/17
Taylor Green	"	"
Amanda St Cyr	29303 121 st Ave SE, Auburn WA	8/20/17
River Sang	29303 121 st Ave SE Auburn WA	8/20/17
Mingy Sp	12104 SE 294 CT	8/20/17
Dwight S Benia	12104 SE 294 CT	8/20/17
Sumporn Suwanmy	12104 SE ²⁹⁴ CT	8/20/17
Sythanh Suwanmy	12104 SE 294 CT	8/20/17
Danica Cayabyab	12104 SE 294 CT	8/20/17
ANDREW KO	12108 SE 294 CT	8/20/17
Nicole Ko	12108 SE 294 CT	8/20/17
Thomas M Crawford	12110 SE 294 th CT	8/20/2017
Holly G Earl	12110 SE 294 th CT	8/20/2017
Andy Sh	12112 SE 294 th CT	8/20/17

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Signature	Address	Date
Babam Shaw	12112 SE 294th Ct	8/20/17
Jack F. [Signature]	12115 SE 294th Ct	8/20/17
Wendy [Signature]	12115 SE 294th Ct	8/20/17
Lin Xiao Dai	12111 SE 294 Ct	8/20/17
Be [Signature]	12111 SE 294 Ct	8/20/17
Stephanie King	12107 SE 294 Ct	8/20/17
Mike Shorten	12107 SE 294 Ct	8/20/17
Rocky [Signature]	12104 SE 265 Ct.	8/20/17
Jennifer [Signature]	12104 SE 265 Ct.	8/20/17
Harvard Jones	12110 SE 275 Ct	8/20/17
R. [Signature]	29328 120th Ave SE	8/20/17
[Signature]	29322 120th Ave SE 98092	8/20/17
[Signature]	29401 120th Ave SE 98092	8/20/17
St. [Signature]	29401 120th Ave SE 98092	8/20/17
Paula [Signature]	29405 120 Ave SE 98092	8/20/17
Mike [Signature]	29405 120 Ave SE 98092	8/20/17

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Signature

Address

Date _____

Mark Thomas	29813 118 th Ave SE Auburn WA	8-20-17
Ken Scherting	29825½ - 118 th SE Aub WA	8/20
Joe Thomas	29825 118 th SE Aub WA	8/20

Page 81 of 128



AGENDA BILL APPROVAL FORM

Agenda Subject:

Development Regulations Update, Round 2 (Snyder)(15 Minutes)

Date:

December 5, 2017

Department:

Community Development & Public Works

Attachments:

[Code Change Matrix](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:****OVERVIEW**

In the first half of 2017, Mayor Backus directed staff to put together a list of potential code amendments that were intended to eliminate or ease some of the challenges that developers and city staff face when reviewing development proposals. The idea was to identify areas where greater efficiency and flexibility could be achieved by eliminating or modifying a city code without compromising the greater objectives that the code was intending to achieve. Mayor Backus direct staff to assemble the list, present it to City Council for review and feedback, and to proceed with the process to make the code modifications (assuming City Council endorsed the list). On May 8, 2017, City staff presented the initial list of potential code changes to City Council. After discussion, City Council endorsed the list.

UPDATE OF MAY 8, 2017 LIST

Under cover of this memo is the May 8, 2017 list of endorsed code amendments. This list contains status information about each item including identification of a lead (Community Development or Engineering), a description of the process, identification of key dates related to each item, ordinance numbers and adoption dates, and an estimate of the number of hours that staff spent on each item.

NEXT ROUND OF CODE AMENDMENTS

Community Development has identified a suggestion for the next round of potential code amendments. Staff is eager to hear any feedback that City Council may have on this list. Does this list make sense? Are there items on the list that are of concern? Is there something missing from the list?

Of note, SEPA categorical exemptions are included on this list because it is a topic that has come up during prior Council discussions. Thus far, staff's approach to both rounds of code updates is to identify "simple" code changes that provide meaningful and recurring positive impact. Modifying the SEPA categorical exemptions could have meaningful and recurring

positive impact, however, this code change is complex and time consuming. Staff will be prepared to discuss further on December 11, 2017.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: December 11, 2017

Item Number:

MAY 8, 2017 CODE AMENDMENT LIST

Code Section & Lead	Description	City Council Endorsement	Administrative Process	Legislative Process	Ordinance No. & Date Adopted	Hours of Labor
18.02.065 Community Development	Density Calculation. This section defines the method for calculating residential density. It utilizes a net site area methodology vs. gross site area. Residential developers have expressed concern over the number of lots that are lost when utilizing net site area.	City Council endorses this initiative at 5/8/17 Study Session	6 members of Community Development met and shared their experience in other jurisdictions and their preferences for code changes. Staff also met with members of both MBA organizations. SEPA determination issued on 8/17/17; public comment until 9/1/17; appeal period until 9/15/17 State Agency review initiated on 8/17/17	P.C. Introduction: 8/8/17 P.C. Public Hearing: 9/6/17 P.C. Decision: 9/6/17 Study Session: 12/11/17 Council Action: TBD	Ordinance 6661 Date: TBD	77.5 hours
18.02.050.B.2 Community Development	Commercial driveway throat depth standards. Code requires a 40 foot depth for a commercial driveway without any ability to deviate except through Hearing Examiner variance. Establish an administrative option for deviating from this standard.	City Council endorses this initiative at 5/8/17 Study Session	Planning staff develops code amendment proposal. SEPA evaluation results in a determination of exemption.	Study Session: 7/10/17 Council Action: 7/17/17	Ordinance 6657 July 17, 2017	24 hours
18.68.030.B.1.b Community Development	Comprehensive Plan map amendments are considered by Planning Commission/City Council while rezones are considered by Hearing Examiner. This sets up a linear process which could be consolidated. Consolidate process to allow concurrent consideration.	City Council endorses this initiative at 5/8/17 Study Session	Planning staff develops code amendment proposal. SEPA evaluation results in a determination of exemption.	Study Session: 6/12/17 Council Action: 6/19/17	Ordinance 6655 June 19, 2017	28 hours
Title 17 Community Development	Converting final plats to administrative decisions. Pursuant to the 2017 State Legislature's amendment to RCW 58.17 allow final plats to be considered as administrative decisions.	City Council endorses this initiative at 5/8/17 Study Session	Planning staff develops code amendment proposal. SEPA evaluation results in a determination of exemption.	Study Session: 6/12/17 Council Action: 6/19/17	Ordinance 6654 June 19, 2017	37 hours

Code Section	Description	City Council Endorsement	Administrative Process	Legislative Process	Ordinance No. & Date Adopted	Hours of Labor
Chapter 18.25 Community Development	Expand the scope and options within the infill chapter of code in order to ease and/or incentivize infill potential. The two primary areas of challenge are the public improvements and the inability to meet minimum density.	City Council endorses this initiative at 5/8/17 Study Session	Planning staff rolled the minimum density challenge into the density calculation code amendments described in item #1 above.	P.C. Introduction: 8/8/17 P.C. Public Hearing: 9/6/17 P.C. Decision: 9/6/17 Study Session: 12/11/17 Council Action: TBD	Ordinance 6661 Date: TBD	N/A (rolled into density calculation)
12.64A.020.A-B Engineering	This section of code defines when new development or redevelopment will be required to construct half street improvements. Triggers for redevelopment include the value of the improvements compared to the property based on the current County Assessor records, additional parking, or additional driveway access points.	City Council endorses this initiative at 5/8/17 Study Session	TBD	TBD	TBD	
ACC 13.32A Engineering	This section of code defines when new development or re-development will be required to underground the overhead wiring that may span their property frontage.	City Council endorses this initiative at 5/8/17 Study Session	TBD	TBD	TBD	

DECEMBER 11, 2017 POTENTIAL ROUND 2 CODE AMENDMENT IDEAS

Code Section	Description	City Council Endorsement	Administrative Process	Legislative Process	Ordinance No. & Date Adopted	Hours of Labor
Title 18 Community Development	Construction job shacks and sales offices. The City's standards are convoluted and have been applied inconsistently. The typical scenarios are (1) temporarily converting an SFR garage to a sales office, (2) setting up a temporary mobile structure for use by only contractors, (3) setting up a temporary mobile structure to serve as a sales office that allows access by public.					Estimated at 90 hours
Titles 12, 15, & 19 Community Development & Engineering	Fee assessment and collection. Different sections of city code establish different requirements for when fees are assessed and collected. Some codes require fees be assessed at the time of application submittal and collected at the time of permit issuance; other sections require fees to be assessed and collected at permit issuance.					Estimated at 20 hours
18.29.020 Community Development	Several DUC standards are triggered when the estimated value of the improvement exceeds 10% of the value of the building. This threshold is extremely low and has caused problems for property owners to carry out minor improvements.					Estimated at 40 hours
18.31.020 Community Development	In 2016 the building code increased the permit exemption for the height limit for a fence from 6' to 7'. The zoning code remains at 6'.					Estimated at 20 hours
ACC 18.50.070 Community Development	Eliminating the requirement to carry a landscape maintenance bond. It can be addressed through code enforcement. The city has not collected on a maintenance bond in many years.					Estimated at 20 hours
16.06.055 Community Development	Raise the SEPA categorical exemptions to what is allowed under WAC 197-11-800. Raising these threshold limits requires a substantial amount of work in order to meet the conditions upon which it is allowed.					Estimated at 1,000 hours



AGENDA BILL APPROVAL FORM

Agenda Subject:

Lea Hill Road & 104th Avenue Park - Future Plans (Snyder)(15 Minutes)

Date:

December 5, 2017

Department:

CD & PW

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

As requested by Councilmembers, staff will provide a review of the potential future plans associated with the park property transferred to the City of Auburn from the State of Washington and King County located along 104th Avenue SE and at the end of 102nd Avenue SE along with a review of the potential roadway improvements along the Lea Hill Road/8th Street NE corridor. Both projects are included in the City's long range plans.

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

Snyder/Faber

Meeting Date: December 11, 2017

Item Number:

AGENDA BILL APPROVAL FORM

Agenda Subject:

2018 Arterial and Local Street Selection (Snyder)(10 Minutes)

Date:

December 5, 2017

Department:

CD & PW

Attachments:

[2018 Citywide Preservation Street Selection Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

Staff will be reviewing the scope of work for the 2018 Arterial and Local Street Preservation Projects at the December 11, 2017 Council Study Session. In addition to the grant funded preservation projects scheduled to be completed in 2018, staff is anticipating a total Arterial Preservation Program (Fund 105) budget of \$1,700,000.00 in 2018, and a Local Street Preservation Program (Fund 103) budget of \$2,550,000.00. The pavement preservation work selected for 2018 is shown on the attached map ([2018 Citywide Preservation Street Selection](#)). The map is intended to be an overview of the Arterial and Local Street Preservation Projects that will be constructed in 2018.

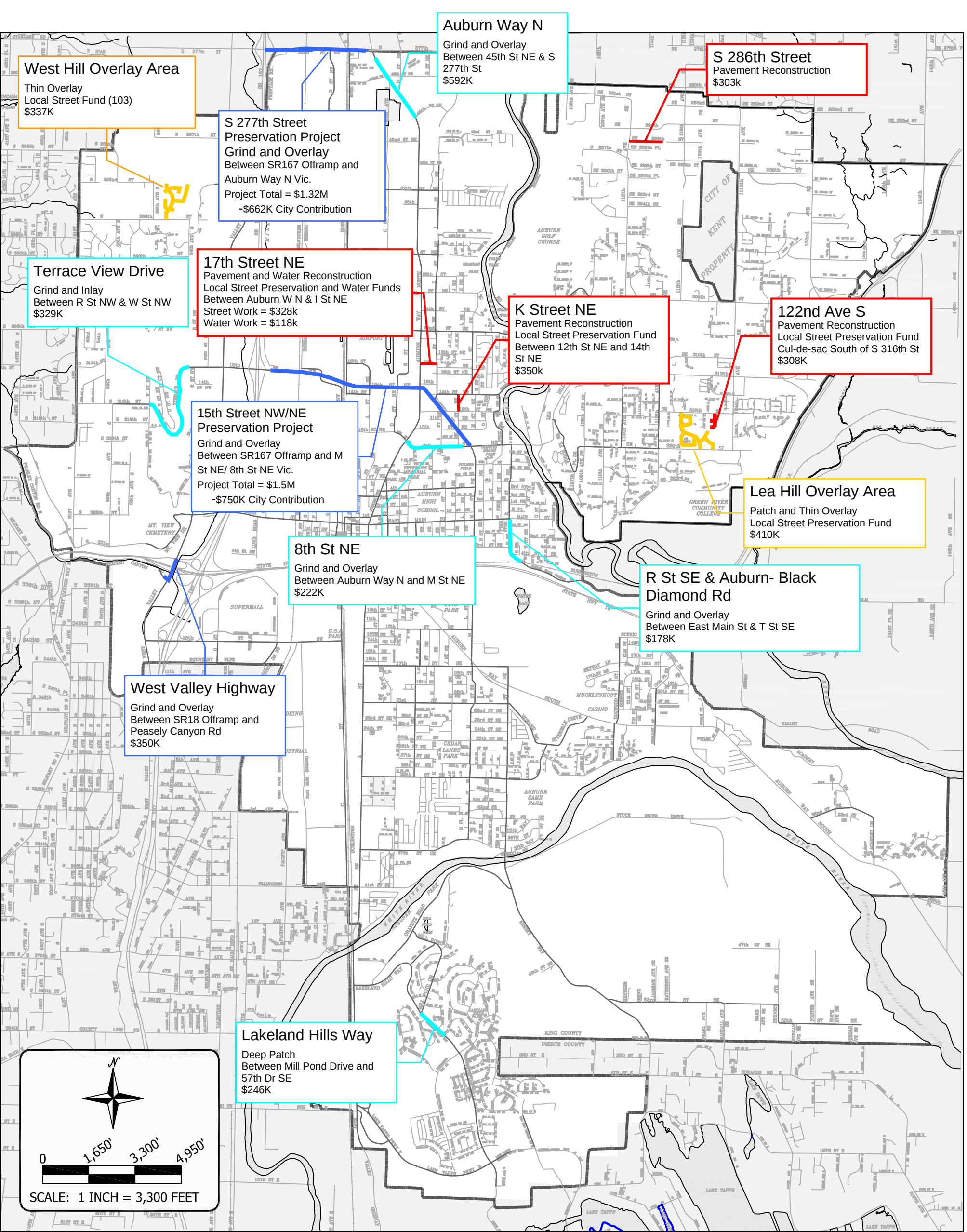
The 2018 Local Street Reconstruction Project will include all of the Local Streets that are slated for pavement reconstruction: S 286th Street, 122nd Ave S, K Street NE, and 17th Street NE as shown on the map. The 2018 Citywide Patch and Overlay Project will include all of the non-grant funded Arterial preservation streets, as well as the Local Streets that are to receive a thin overlay (shown on the map). The grant funded projects have been packaged into separate projects and are anticipated to be delivered during the spring and summer of 2018.

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

Snyder

Meeting Date: December 11, 2017

Item Number:



2018 CITYWIDE PRESERVATION STREET SELECTION

2018 Arterial Preservation Program - \$4.77M Total (City \$3.36M)	2018 Local Preservation Program - \$2.55M Total
— Grant Funded or WSDOT Projects with City funds - \$3.17M	— Proposed Local Street Reconstruction - \$1.8M
— Proposed Citywide Patch and Overlay Project Streets - \$1.6M	— Proposed Local Street Preservation - \$747k

AGENDA BILL APPROVAL FORM

Agenda Subject:

Planning Commission Recommendation – Amending Title 18 as it Relates to Calculating Residential Densities (Snyder)(20 Minutes)

Date:

December 5, 2017

Department:

Community Development & Public Works

Attachments:

[Staff Report - Calculating Density Calculations](#)

[Attachment A - Code Amendments](#)

[Attachment B - Staff Report to Planning](#)

[Commission for 8/8/2017](#)

[Attachment C - Staff Report to Planning](#)

[Commission for the 9/6/17 Hearing](#)

[Attachment D - Lot Size and Width](#)

[Attachment E - Public Comments Submitted to](#)

[the Planning Commission](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

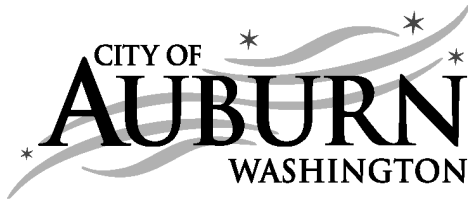
Revised Budget: \$0

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

Snyder

Meeting Date: December 11, 2017

Item Number:



MEMORANDUM

TO: City Council Members

FROM: Jeff Tate, Assistant Director of Community Development

CC: Mayor Nancy Backus

DATE: December 4, 2017

RE: Planning Commission Recommendation – Amending Title 18 as it Relates to Calculating Residential Densities

Summary Statement

On September 6, 2017, the City of Auburn Planning Commission held a public hearing, deliberated, and affirmatively voted to make a recommendation that City Council amend various sections of Title 18 as they relate to the methodology that is used to calculate residential densities when subdividing land. The Planning Commission voted in favor of all but one of staff's recommended code changes. Under cover of this memo are summary highlights of the Planning Commission's recommendation, a description of the staff recommendation that was not accepted by the Planning Commission along with a presentation that was provided relative to lot width and size standards, the staff reports provided to the Planning Commission, public comments that were received, and an overview of the process.

Overview of Planning Commission Recommendation

1. Shift from utilizing a "Net Site Area" methodology to a "Gross Site Area" methodology.

Both developers and staff find the current language confusing and believe that it leads to unintended consequences that are inconsistent with the Growth Management Act. The current language also makes it very difficult for a property owner or developer to know how many lots they can achieve through a subdivision until well into the process (and after quite a bit of money is spent studying the site and designing the layout).

The essence of the Net Site Area methodology is that areas of land must be removed from a property before determining the potential number of lots that can be created through a subdivision. A developer starts with the gross site (e.g. 5 acres), must remove specific features from the gross site (e.g. let's just say that adds up to 1.5 acres), and the density is calculated on the area that is left over (e.g. in this case, that leaves 3.5 acres). If the property is zoned R5 (5 dwelling units per acre) it means that the developer can achieve 18 lots.

The types of areas that must be removed include wetlands, fish and wildlife habitat areas, landslide areas, and public rights-of-way. The challenge to the developer is that they are forced to delineate all of the critical areas and design all of the public

rights-of-way before they understand their lot potential. This is an expensive and time consuming proposition that an owner needs to complete simply to understand their lot yield.

Additionally, after this exercise is complete the overall density can decrease significantly. While density can be achieved within the remaining land area, the overall density is less than what is intended within the zone. For example, in the above scenario, 18 lots on the remaining 3.5 acres meets density within the footprint of the remaining lot area, but it does not meet GMA density objectives because the final outcome is 18 lots on a 5 acre parcel which falls short of the minimum density of the zone. This scenario has become the norm for land division – R5 properties are not yielding the number of lots that are anticipated within the zone.

A shift to a Gross Site Area methodology establishes a simple and predictable formula for calculating density. Density output is based on the raw acreage of the land. A 5 acre parcel that is zone R5 must achieve between 20 and 25 lots. Critical area regulations must still be adhered to, roads and sidewalks designed accordingly, minimum lot sizes achieved, minimum lot widths adhered to, setbacks met, coverage limits complied with, and all other development standards addressed.

2. Allow for the administrative decision to waive the requirement to meet minimum density when a lot is encumbered by critical areas, conservation easements, utility easements, or other encumbrances that make it impractical to meet the density requirement.

The rationale for this administrative allowance is to be able to address situations where a significant portion of a property is encumbered with areas that have development restrictions established (via code or recorded dedications). If a lot is heavily encumbered by critical areas or an easement, it becomes increasingly difficult to meet the minimum density requirements. For example, if a 10 acres only has 1 acre of developable land, it will be impossible to achieve the minimum required density (e.g. in the R5 zone where the minimum density is 4 dwelling units per acre, the developer would be required to establish at least 40 lots on the 10 acre lot; since 9 acres cannot be disturbed it would require that all 40 lots be placed on the remaining 1 acre – an outcome that is impossible to achieve). This provision allows for staff to make an administrative decision to relieve the developer of the requirement to achieve minimum density.

3. Exempt short subdivisions (9 lot subdivisions or less) from the requirement to meet minimum density.

The rationale for this exemption is that it is usually very difficult for smaller lots to achieve minimum density. For example, in the R5 zone this exemption would apply to lots that are less than 2 acres in size. Because the minimum density in the R5 zone is 4 dwelling units per acre, a 2 acre lot must be divided into at least 8 lots. More times than not, it is extremely difficult, if not impossible, to achieve this outcome which results in the lot not being subdivided at all – an outcome that is contrary to our infill objectives.

A typical scenario is that a property owner would like to divide their 1 acre property into two lots. They would like to keep their house on one of the lots and sell the other portion in order to earn income. When they approach the City to inquire about

dividing their land they are surprised to learn that our city code does not allow a 1 acre property to be divided into 2 lots; instead, it must be divided into at least 4 lots. Given the intention to keep the existing home it becomes impractical to divide the lot without demolishing the home.

4. Eliminate the requirement that all subdivisions adhere to a “Minimum Average Lot Area”.

It remains unclear as to the purpose of this standard. Given that maximum density limits the overall number of lots that can be created and that there is a minimum lot size that must be adhered to, it is unclear what an average lot area standard accomplishes. The only outcome is that some property owners have larger lots while other property owners have smaller lots. But there is no public benefit for this outcome.

Staff Recommendation Not Accepted by Planning Commission

1. Staff made a recommendation to the Planning Commission that they consider reducing the minimum lot size in the R5 zone from 6,000 square feet to 4,500 square feet. The rationale for this modification is to create more flexibility in the design of residential communities and more opportunity to achieve a zoning designations intended density. It is staff's belief that the singular effect that this change would have is to potentially reduce the size of a backyard. Here is why:
 - a. Density still controls the number of lots that can be established within a zone. Whether the minimum lot size is 500 square feet or 10,000 square feet, minimum and maximum density limits define the number of lots that can be created.
 - b. Minimum lot width remains at its current standard of 50'. While the lot size may decrease the lot width must remain at 50'. Attachment D provides visual examples of how lot width has far greater impact on the appearance and feel of a community than lot size. Larger lot widths also promote crime reduction efforts by allowing the first floor of a home to have windows facing the street. Narrow lots eliminate windows because it is just the garage that remains. It is an accepted principle of crime prevention through environmental design (CPTED) that the presence of first floor windows discourages crime because of the perception that more people may be viewing the street.
 - c. Building setbacks must still be complied with. Front, side and rear yard setbacks remain in force. Of particular note is that garages must be setback from the street further than the house. This ensures that the pedestrian experience and design of a community is not dominated by garage doors.
 - d. Stormwater standards must still be met. Modern storm water standards place a heavy emphasis on treating storm water on site through the use of infiltration and low impact development. Where soils are not conducive to infiltration lot sizes will be forced to increase in size.
 - e. Compliance with environmental regulations must still be demonstrated.

It is staff's opinion that the only sacrifice made as a result of allowing smaller lots is that residential backyards will potentially be smaller. Attachment D provides illustrations that help document this conclusion.

Process Overview

- July 31, 2017 – The formal notice of application date is established.
- August 8, 2017 – Staff introduce the matter to the Planning Commission during a scheduled public meeting.
- August 14, 2017 – Staff submitted the request to publish the SEPA Notice of Hearing and Notice of Application for the August 17, 2017 edition of the Seattle Times.
- August 17, 2017 – Staff submitted the draft amendments to the State Department of Commerce in order to initiate state agency review as required by RCW 36.70A.106.
- August 17, 2017 – Received acknowledgement from State Department of Commerce that the draft amendments had been submitted in compliance with RCW 36.70A.106.
- August 17, 2017 – The SEPA Notice of Hearing was published in the Seattle Times. The notice initiated a comment period that expired on September 1, 2017 and an appeal period that expired on September 15, 2017.
- September 1, 2017 – The comment period expired. 2 public comment letters were submitted.
- September 6, 2017 – The Planning Commission public hearing was held. Planning Commission deliberated and voted.
- September 15, 2017 – The appeal period expired. No appeals were filed.

Attachments:

- A) Planning Commission recommended code amendments
- B) Staff report transmitted to the Planning Commission for their August 8, 2017 meeting
- C) Staff report transmitted to the Planning Commission for their September 6, 2017 hearing
- D) Presentation of the impact of lot width in residential communities
- E) Public comments submitted to the Planning Commission

18.02.065 Methods of calculating density.

The permitted number of dwelling units or lots shall be determined as follows:

~~A. Net Site Area. The area of a site used to calculate the allowed number of dwelling units or lots shall exclude those areas designated for public rights of way, except for the designation of additional right of way along arterials, private streets, vehicle access easements, and on-site public or homeowners' association maintained recreation space if required.~~

~~Further, the net site area shall be subject to the following adjustments and limitations for critical areas:~~

- ~~1. Net site areas shall exclude streams, wetlands, fish and wildlife habitat areas, and high landslide hazards; and~~
- ~~2. Net site area shall include any required critical area buffer, seismic hazards, and flood hazard areas when calculating base density, unless critical areas identified in subsection (A)(1) of this section are present; provided, that net site area shall not include required critical area buffers when calculating minimum density. The allowed number of dwelling units or lots for a site shall be computed by multiplying the net site area of the lot as calculated in this section by the applicable residential base density number found in the development standards for each zone.~~

A. Gross Site Area. The gross site area shall be used to calculate both the minimum and maximum number of allowed dwelling units or lots.

1. When calculations result in a fraction, the fraction shall be rounded to the nearest whole number as follows:

i. Fractions of 0.50 or above shall be rounded up; and

ii. Fractions below 0.50 shall be rounded down.

2. Calculating Base Density. Base density is calculated by multiplying the gross site area by the upper limit of units or lots allowed within the zone. For example, in the R-5 zone, where density range allows up to 5 dwelling units per acre:

$$\underline{4.3 \text{ acre gross site area} \times 5 \text{ units per acres} = 21.5 \text{ (rounded up to 22)}}$$

3. Calculating Minimum Density. Minimum density is calculated by multiplying the gross site area by the lower limit of units or lots allowed within the zone. For example, in the R-5 zone, where the density range allows as few as 4 dwelling units per acre:

$$\underline{4.3 \text{ acre gross site} \times 4 \text{ units per acre} = 17.2 \text{ (rounded down to 17)}}$$

4. Each lot shall meet the requirements established in Chapter 18.07 ACC for lot area, dimensions, setbacks and other development standards.

5. Where a proposed area for subdivision cannot meet minimum density due to encumbrance by critical areas and/or their buffers, the applicant may seek to deviate from the minimum density which will be reviewed as an administrative decision as part of the subdivision application. If the applicant seeks a variance from the development standards in Chapter 18.07 ACC the variance shall be processed utilizing the provisions of ACC 18.70.010. Alterations of a critical area or its buffer shall be processed in accordance with Chapter 16.10 ACC.

B. The minimum density requirements shall not apply to short plats that are processed under Chapter 17.09 ACC.

B. "Base density" refers to the maximum number of dwelling units or lots allowed for a specific zone without application of the bonus density provisions of Chapter 18.25 or 18.49 ACC, expressed as units per net acre. Base densities for residential zones are specified in ACC 18.07.030.

C. "Base units" refers to the number of allowable dwelling units for a site, as determined by multiplying the base density of the zone in which the site is located by the net site area.

For example, the R-5 zone has a base density of five units per acre; therefore, the maximum number of base units allowed on a lot with 0.6 acres of net site area in the R-5 zone is three units.

D. Bonus density, where applicable, shall be computed by adding the bonus units authorized by Chapter 18.25 or 18.49 ACC to the base units computed under this section.

E. When calculations result in a fraction, the fraction shall be rounded to the nearest whole number as follows:

1. Fractions of 0.50 or above shall be rounded up; and

2. Fractions below 0.50 shall be rounded down.

18.04.300 Density.

"Density" is a measure of population, housing units, or building area related to land area, and is expressed as a ratio, e.g., one dwelling unit per acre. See ACC 18.02.065 for features that are deducted from site area in the city of Auburn's calculation of density for the methodology for calculating density.

18.04.301 Density, base.

"Base density" refers to the greatest number of dwelling units allowed without application of the bonus density provisions of Chapter 18.25 or 18.49 ACC per land area in a specific zone expressed as a ratio. For example, in a zone with a maximum density of four units per acre, the maximum number of housing units allowed on a one-quarter-acre lot is one unit.

18.04.303 Density, minimum.

“Minimum density” refers to the least number of dwelling units allowed per land area in a specific zone, expressed as a ratio. For example, in a zone with a minimum density of 12 units per acre, development of a two-acre lot would require a minimum of 24 units.

18.07.030 Development standards.

Table 18.07.030 Residential Development Standards

	Standard	RC	R-1	R-5	R-7	R-10	R-16	R-20
A	Base density (units per net acre)	0.25	1	5	7	10	16	20
B	Minimum density (units per net acre) ¹	0.25	1	4	5	8	12	15
C	Minimum average lot area per dwelling unit (square feet)	174,240	35,000	8,000	6,000	4,300	2,700	2,175
DC	Minimum lot area per dwelling unit (square feet)	174,240	35,000	6,000	4,300	2,000	2,000	2,000
ED	Minimum lot width (feet) ²	125	125	50	40	20 for interior lots; 35 for exterior lots	20 for interior lots; 35 for exterior lots	20 for interior lots; 35 for exterior lots
FE	Minimum setbacks (feet) ^{2,3}							
1	Residence front setback ³	35	35	10	10	10	10	10
2	Garage (minimum front setback required from street access) ³	20	20	20	20	20	20	20 unless alley-loaded then 15 provided there are 20 feet from any garage

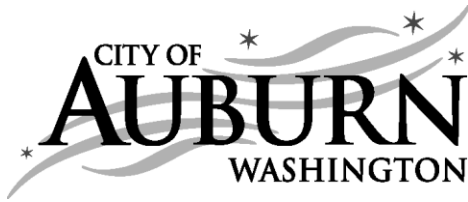
Table 18.07.030 Residential Development Standards

	Standard	RC	R-1	R-5	R-7	R-10	R-16	R-20
3	Setback to any property line for barns, stables, or similar structures for enclosure of large domestic animals For other animals, see the supplemental development standards for animals in ACC 18.31.220	75	X	X	X	X	X	X
4	Setback to any property line for any corral, exercise yard, or arena for large domestic animals For other animals, see the supplemental development standards for animals in ACC 18.31.220	35	X	X	X	X	X	X
5	Interior side setback	20	10	5	5	5	5	5
6	Street side setback ³	35	20	10	10	10	10	10
7	Rear setback ³	35	35	20	20	20	20	20
8	Rear setback, detached structure In all zones, 20 ft for structure with vehicular entrance oriented toward street or public alley ³	15	15	10	5	5	5	5

Table 18.07.030 Residential Development Standards

	Standard	RC	R-1	R-5	R-7	R-10	R-16	R-20
GE	Maximum lot coverage (%)	25	35	40	50	60	70	70
HG	Maximum impervious area (%)	25	50	65	75	N/A	N/A	N/A
H	Maximum building height (feet)	35	35	35	35	45	45	50
J	Maximum height of accessory buildings and structures	35 ⁴	35	16	16	16	NA	NA
KJ	Minimum front setback area landscape strip (feet)	N/A	N/A	5	5	10	10	10
LK	Minimum side setback area landscape strip (feet)	N/A	N/A	5	5	10	10	10
ML	Minimum landscaped open space (%)	N/A	N/A	N/A	N/A	20	20	20

1. ~~For purposes of calculating minimum density, critical area buffers are not included in net site area.~~ See ACC 18.02.065 for ~~calculation of net acreage for minimum density~~ calculating density.
2. All minimum lot widths, setbacks, and landscaping strips are subject to demonstration to the satisfaction of the city engineer that all required utility infrastructure, access requirements, and street elements can be accommodated in accordance with the design and construction standards.
3. In addition to meeting setback requirements, all structures must meet sight distance requirements in accordance with city design and construction standards.
4. Barns and other specialized structures used for agricultural purposes may exceed the height limits.



MEMORANDUM

TO: Judi Roland, Chair, Planning Commission
Ron Copple, Vice-Chair, Planning Commission
Planning Commission Members

FROM: Jeff Tate, Assistant Director of Community Development

DATE: July 31, 2017

RE: Calculating Residential Densities

Summary Statement

Community Development and Public Works is seeking to pursue amendments to the Auburn City Code to help simplify the layout standards for new residential subdivisions. The proposed amendments will work to improve the methodology that the City Code utilizes when calculating the potential number of new lots in the residential subdivision.

Background and Overview of Existing City Code

Auburn City Code establishes several different residential zoning designations. Each designation is defined, in part, by its allowed density range (establishing both a minimum density and maximum density within each zone). The residential designations and their corresponding density is displayed in the following table.

Table 1

Zone	RC	R-1	R-5	R-7	R-10	R-16	R-20
Minimum Density	.25 (1 house per 4 acres)	1 (1 house per acre)	4 (4 houses per acre)	5 (5 houses per acre)	8 (8 houses per acre)	12 (12 houses per acre)	15 (15 houses per acre)
Maximum Density	.25 (1 house per 4 acres)	1 (1 house per acre)	5 (5 houses per acre)	7 (7 houses per acre)	10 (10 houses per acre)	16 (16 houses per acre)	20 (20 houses per acre)

The above standards generally only have application when considering a subdivision proposal. In other words, there usually isn't a need to apply the above density standards to existing conditions, developments, or uses.

In addition to the minimum and maximum densities within each zone, there are a number of other standards that apply when subdividing land. If a subdivision of land is proposed, not only does the subdivision have to fall within the range of required densities of the underlying zoning designation, each resulting lot must also meet a minimum lot size, minimum lot width, minimum setback requirements, and an overall minimum average lot size across the entire subdivision. Those additional standards are added to the table below.

Table 2

Zone	RC	R-1	R-5	R-7	R-10	R-16	R-20
Minimum Density	.25 (1 house per 4 acres)	1 (1 house per acre)	4 (4 houses per acre)	5 (5 houses per acre)	8 (8 houses per acre)	12 (12 houses per acre)	15 (15 houses per acre)
Maximum Density	.25 (1 house per 4 acres)	1 (1 house per acre)	5 (5 houses per acre)	7 (7 houses per acre)	10 (10 houses per acre)	16 (16 houses per acre)	20 (20 houses per acre)
Minimum Lot Size	174,240 sq. ft.	35,000 sq. ft.	6,000 sq. ft.	4,300 sq. ft.	2,000 sq. ft.	2,000 sq. ft.	2,000 sq. ft.
Minimum Avg. Lot Size	174,240 sq. ft.	35,000 sq. ft.	8,000 sq. ft.	6,000 sq. ft.	4,300 sq. ft.	2,700 sq. ft.	2,175 sq. ft.
Minimum Lot Width	125 ft.	125 ft.	50 ft.	40 ft.	20-35 ft.	20-35 ft.	20-35 ft.

All of the above standards must be achieved when designing the layout of a subdivision. Additionally, the above standards apply only after identifying the area of a property that is eligible to be subdivided. In other words, the above standards are not applied to the gross size of a parcel; instead, they are applied to what the City Code refers to as “Net Site Area” which requires that specific features of a property first be subtracted before determining lot potential. Auburn City Code 18.02.065 defines the methodology for determining Net Site Area; this section of code is provided below. If you find the language confusing, please continue reading past this section to read a summary of the intent of this language, an overview of the challenges experienced when applying this code, and suggestions for simplifying and clarifying the methodology. During staff’s presentation, visual examples will be provided that help illustrate density calculations using both the existing city code language as well as the proposed language. The current methodology is provided as follows:

ACC 18.02.065

The permitted number of dwelling units or lots shall be determined as follows:

A. Net Site Area. The area of a site used to calculate the allowed number of dwelling units or lots shall exclude those areas designated for public rights-of-way, except for the designation of additional right-of-way along arterials, private streets, vehicle access easements, and on-site public or homeowners’ association-maintained recreation space if required.

Further, the net site area shall be subject to the following adjustments and limitations for critical areas:

- 1. Net site areas shall exclude streams, wetlands, fish and wildlife habitat areas, and high landslide hazards; and*
- 2. Net site area shall include any required critical area buffer, seismic hazards, and flood hazard areas when calculating base density, unless critical areas identified in subsection (A)(1) of this section are present; provided, that net site area shall not include required critical area buffers when calculating minimum density. The allowed number of dwelling units or lots for a site shall be computed by multiplying the net site area of the lot as calculated in this section by the applicable residential base density number found in the development standards for each zone.*

B. “Base density” refers to the maximum number of dwelling units or lots allowed for a specific zone without application of the bonus density provisions of Chapter 18.25 or 18.49 ACC,

expressed as units per net acre. Base densities for residential zones are specified in ACC 18.07.030.

C. "Base units" refers to the number of allowable dwelling units for a site, as determined by multiplying the base density of the zone in which the site is located by the net site area.

For example, the R-5 zone has a base density of five units per acre; therefore, the maximum number of base units allowed on a lot with 0.6 acres of net site area in the R-5 zone is three units.

D. Bonus density, where applicable, shall be computed by adding the bonus units authorized by Chapter 18.25 or 18.49 ACC to the base units computed under this section.

E. When calculations result in a fraction, the fraction shall be rounded to the nearest whole number as follows:

- 1. Fractions of 0.50 or above shall be rounded up; and*
- 2. Fractions below 0.50 shall be rounded down.*

Overview of Challenges and Suggestions

Lot Size Standards

In Table 2 there is a row that is titled "Minimum Average Lot Size". After 9 years of this standard existing in City Code, and dozens of completed subdivisions, it is unclear what this standard accomplishes. While staff believes that it is appropriate to require that each individual lot meet a minimum square footage, there does not appear to be a value in designing subdivisions to also achieve an overall minimum average lot size. Using the R-5 zone as an example, the current code requires that each lot must be at least 6,000 square feet in size and that the overall subdivision should have an average lot size of at least 8,000 square feet. This means that if there is one 6,000 square foot lot there must also be one 10,000 square foot lot in order to meet the requirement for an average lot size of 8,000 square feet. Staff does not see how this requirement adds value to the subdivision.

Additionally, because the overall density is still limited to 5 dwelling units per acre, the limitation on the number of lots is achieved irrespective of lot size. To help make these numbers a little more tangible, here are some figures to consider:

- There are 43,560 square feet in one acre.
- In the R-5 zone there is a limit of 5 dwelling units per acre.
- 43,560 square feet divided by 5 dwelling units = 8,712 square feet per lot. This means that a minimum average lot size is already achieved simply by having a maximum density.
- Allowing each lot to be as small as 6,000 square feet gives the developer greater flexibility when working around topography, wetlands, storm ponds, etc. While 5 lots that are each 6,000 square feet only adds up to 30,000 total square feet (and thus, only a little over 2/3 of an acre) the developer is also designing around other physical features on the property that are not developable, is required to provide storm water facilities, and must construct roads and sidewalks.
- By virtue of the city code allowing a minimum lot size of 6,000 square feet the city has already determined that it is an adequate size for a lot within the R-5 zone. If it is adequate for 1 lot why should it not be adequate for all lots?
- The minimum lot width and setbacks within each zone also control subdivision design and preclude undesirable lot configurations. In the R-5 zone each lot must be at least 50

feet in width and meet 5-foot side yard setbacks, 20-foot front yard setbacks, and 20-foot rear setbacks. These standards continue to ensure that houses meet minimum separations from each other.

Staff believes that the minimum average lot size requirement should be removed from each residential zoning designation.

Calculating Density

Most readers of the code language cited in the previous section find it confusing. This leads to numerous questions about how to determine Net Site Area and the resulting allowed density. Equally, it has resulted in inconsistent application of its requirements by staff.

The essence of ACC 18.02.065 is that areas of land must be removed from a property before determining the potential number of lots that can be created through a subdivision. A developer starts with the gross site (e.g. 5 acres), must remove specific features from the gross site (e.g. let's just say that adds up to 1 acre), and the density potential is calculated on the area that is left over (e.g. in this case, that leaves 4 acres). If the property is zoned R-5 (5 dwelling units per acre) it means that the developer can achieve 20 lots (4 acres x 5 dwelling units per acre).

Staff believes that there are two general considerations that should be given for revising ACC 18.02.065:

- (1) Restructure the language so that it is easier to understand, and
- (2) Revisiting the appropriateness of determining lot potential utilizing net site area or gross site area.

The greatest need for restructuring the language is in ACC 18.02.065.A. The entirety of this section is made confusing because the features that are intended to be included and/or excluded are described in narrative format rather than a simple list. The narrative format utilizes commas and includes exceptions that can be interpreted in multiple ways. Staff proposes to restructure this language so that it includes a section of features that should be deducted from the gross site area and features that should not be deducted (and therefore remain as part of the net site area). The attached draft code language attempts to better organize the methodology.

Staff is also recommending that the Net Site Area methodology be replaced with a Gross Site Area methodology. Because each zone includes a requirement that a subdivision comply with both the minimum density and the maximum density and because there is a minimum lot size and width, staff believes that calculating density using Gross Site Area will achieve the following:

- Simplicity – it is far easier for the applicant and city staff to understand the subdivision potential when using Gross Site Area. The Gross Site Area is a number that is a known quantity at the outset whereas Net Site Area is not fully understood until well into the design process.
- Predictability – Feasibility analysis, property transactions, and pre-application meetings will all be based upon the same understanding of the lot potential. Also, because many permit, utility connections and impact fees are based on the number of lots created, it will be easier to understand these types of upfront costs.

- Flexibility – The applicant and city can exercise greater creativity in designing lot and road layouts when working around wetlands, steep slopes, storm water ponds, and other constraints that exist on a property.
- Greater Infill Potential – A fundamental goal of the Growth Management Act is to encourage growth within cities in order to reduce the pressure of sprawl in the surrounding farm, forest and open space lands. Over the last decade, without a single exception, utilizing Net Site Area to calculate density has reduced lot potential by an average of 1 lot for every 1 acre of land that is being subdivided (e.g. applicants have achieved 4 dwelling units per acre instead of 5 dwelling units per acre).

Allowance to Deviate from Minimum Density

Minimum density is a necessary standard when considering methods for achieving infill objectives. In fact, cities are obligated under several court decisions related to the Growth Management Act to achieve an overall citywide density of at least 4 dwelling units per acre. While this standard is generally easy to comply with for larger subdivisions, it has become a barrier for smaller land divisions and/or divisions of lands that are heavily encumbered with critical areas. Staff suggests that two principles be included within the draft language that create flexibility related to how minimum density standards are applied.

First, proposed code section ACC 18.02.065.B would allow short plats to have full relief from the minimum density standard. Short plats are subdivisions of 9 lots or less. In the R-5 zone this would apply where an applicant is attempting to further subdivide a parcel that is under 2 acres in size. Over the last 10 years, staff has informed dozens of property owners who are interested in dividing their land that they must meet a minimum density requirement. They expect that they can't exceed the upper range of their zoning density but are surprised that they must also meet a minimum density. The reason that the minimum density becomes problematic is because smaller parcels tend to have atypical lot configurations, an existing residence that the owner would like to retain, or have utility or driveway configurations that reduce the owner's ability to create more lots.

A typical example is a .60 acre parcel where the owner would like to divide the land in half, intends to remain living in an existing home already on the property, and would like for the newly created vacant parcel to be marketable for construction of an additional home. Unfortunately, when the owner inquires with the City, staff must inform them that they must divided their land into at least 3 parcels in order to meet the minimum density requirement. A .60 acre parcel divided in half results in two .30 acre parcels. In the R-5 zone this type of land division fails to meet the minimum density requirement because .30 acre lots are nearly a third of an acre in size and must instead be 1/5th of an acre. Time after time, the City has turned away potential short plat customers because it is not possible to meet the minimum density. Proposed ACC 18.02.065.B is intended to overcome this by granting full relief. While minimum density is a necessary tenant of the Growth Management Act, so too is incentivizing infill. The current standards generally preclude infill on smaller lots.

Second, proposed code section ACC 18.02.065.A.5 allows similar relief for traditional subdivisions (divisions of land into more than 9 lots) when a property is heavily encumbered with critical areas. Relief of the minimum density standard can be granted through the land division process where the applicant is able to demonstrate that the critical are footprint is encumbering the land to such an extent that it is impossible to meet the minimum density. For example, a 10 acre lot that has 9 acres of wetland only leaves 1 acre that may be developed. If the zoning is R-5 and the minimum density is 4 dwelling units per acre, it is impossible to place

the requisite 40 dwelling units on the remaining 1 acre and still meet the minimum lot size of 6,000 square feet (6,000 square feet x 40 dwelling units = 240,000 square feet; 240,000 square feet / 43,560 square feet = 5.51 acres). In this type of scenario, staff believes that relief should be granted from the minimum density while requiring that each lot meet the minimum lot size.

Conclusions

Staff has prepared a preliminary series of draft code amendments that are intended to accomplish the following:

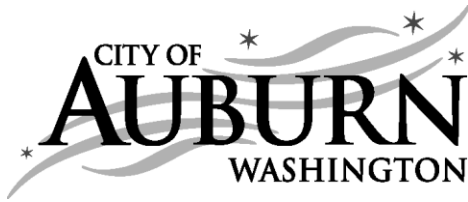
- (1) Modify ACC 18.07.030.C to eliminate the requirement that the developer achieve an overall minimum average lot size across the entire subdivision.
- (2) Modify ACC 18.02.065.A to reorganize the code so that it is easier to understand how to calculate density.
- (3) Modify ACC 18.02.065.A to change the method of calculating density from Net Site Area to Gross Site Area.
- (4) Modify ACC 18.02.065.A to allow for administrative consideration of deviations to the minimum density requirement.
- (5) Add ACC 18.02.065.B which exempts short plats from the requirements to meet minimum density.

Questions

- (1) Does the Planning Commission concur with the suggestions offered by staff?
- (2) Are there questions or ideas that the Planning Commission would like staff to consider before bringing code amendments forward for public hearing?
- (3) Is Planning Commission comfortable with scheduling a public hearing for August 8, 2017?

Attachments

Draft Code Amendments



MEMORANDUM

TO: Judi Roland, Chair, Planning Commission
Ron Copple, Vice-Chair, Planning Commission
Planning Commission Members

FROM: Jeff Tate, Assistant Director of Community Development

DATE: August 29, 2017

RE: Calculating Residential Densities

Update from August 8, 2017 Planning Commission Meeting

This memo and the attachments are identical to the materials that were previously transmitted to the Planning commission in anticipation of the August 8, 2017 meeting. Since the August 8, 2017 Planning Commission meeting staff had the opportunity to discuss the draft modifications with the King Snohomish Master Builder's Association (MBA). MBA membership asked staff to consider the merits of the significant impact that lot width has on the appearance, feel and function of a community and their opinion that lot size has much less impact. The MBA provided several examples of communities that have 40, 50 and 60 foot lot widths. The MBA also suggested that 50 foot lot widths provide an ideal balance between aesthetics, parking, density, design, marketability, and constructability. The MBA urged staff to consider the benefits of lot width over lot size when

It is important to note that the City's predominant residential zone – R-5, already establishes a minimum lot width of 50 feet. The MBA has suggested that the City hold strong to this standard but to consider reducing the 6,000 square foot minimum lot size in the R-5 zone. The MBA contends that lot size has less impact on the aesthetics, parking, design, functionality and feel of a community – provided that the allowed density range is established in city code and the minimum lot width does not fall below 50 feet.

As a result of the feedback provided above, staff began looking at built subdivisions with different lot widths and lot sizes to try to better understand how a community looks, feels and functions. A powerpoint slideshow is attached to this memo as Exhibit B. The slides are intended to serve as a visual aid when considering the impacts of lot width and lot size.

The slides provide examples of communities that were developed with 35 foot lot widths, 40 foot lot widths, and 50 foot lot widths. The following staff observations are provided:

1. All three communities have average lot sizes of 4,000 square feet or smaller. The community with 35 foot lot widths has 3,200 square foot lots. The community with 50 foot lot widths has 3,400 square foot lots.
2. Narrower lots forces construction of a home that is dominated with a first floor garage presence. The wider 50 foot lots enable construction of a façade that offers more architectural intrigue than a garage. Furthermore, because Auburn's city code requires a larger setback from the road to the garage than the rest of the home, it ensures that

the appearance of the community while walking or driving is not dominated by garage doors.

3. Communities with narrower lots that are dominated by garage doors are in conflict with efforts to deter crime. This is because there are fewer windows on the front façade and the windows that are present on the front of the home are on the second floor. The first floor of homes in these communities are void of windows. It is a proven principal of Crime Prevention Through Environmental Design (CPTED) that ground floor windows send a very real message to criminals that there is a high likelihood that they will be seen.
4. The two communities with 35 and 40 foot lot widths lack any on street parking. While the builder can easily construct a home on a 35 or 40 foot lot the future occupants will struggle with a lack of parking. This is a proven experience in Auburn where the City receives ongoing parking complaints once all of the homes are occupied.
5. Within the two communities with narrower lots it is also far more challenging to identify locations for mail boxes, fire hydrants, street lighting, landscaping, and other improvements that are located within the right of way and sidewalk areas.

Staff believes that the comments and opinion provided by MBA have merit and that lot width had a far greater impact on the quality of community that is created than lot size (provided a maximum density is adhered to and the total number of lots can not be exceeded when subdividing land). It is particularly striking to look at the last slide in the poweppoint and note that the community with 35 foot lot widths and the community with 50 foot lot widths have very similar lot sizes yet present a very different appearance, feel, and function. As a result, staff believes that it is appropriate to consider reducing the minimum lot size in the R-5 zone from 6,000 square feet to 4,500 square feet.

It is also important to note that a reduction in minimum lot size does not enable the creation of more lots since the density range within the R-5 zone already limits the maximum density at 5 dwelling units per acre. In other words, irrespective of the minimum lot size, a 5 acre property in the R-5 zone is limited to a maximum lot yield of 25 lots under either scenario.

Summary Statement

Community Development and Public Works is seeking to pursue amendments to the Auburn City Code to help simplify the layout standards for new residential subdivisions. The proposed amendments (attached as Exhibit A) will work to improve the methodology that the City Code utilizes when calculating the potential number of new lots in the residential subdivision.

Background and Overview of Existing City Code

Auburn City Code establishes several different residential zoning designations. Each designation is defined, in part, by its allowed density range (establishing both a minimum density and maximum density within each zone). The residential designations and their corresponding density is displayed in the following table.

Table 1

Zone	RC	R-1	R-5	R-7	R-10	R-16	R-20
Minimum Density	.25 (1 house per 4 acres)	1 (1 house per acre)	4 (4 houses per acre)	5 (5 houses per acre)	8 (8 houses per acre)	12 (12 houses per acre)	15 (15 houses per acre)

Maximum Density	.25 (1 house per 4 acres)	1 (1 house per acre)	5 (5 houses per acre)	7 (7 houses per acre)	10 (10 houses per acre)	16 (16 houses per acre)	20 (20 houses per acre)
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The above standards generally only have application when considering a subdivision proposal. In other words, there usually isn't a need to apply the above density standards to existing conditions, developments, or uses.

In addition to the minimum and maximum densities within each zone, there are a number of other standards that apply when subdividing land. If a subdivision of land is proposed, not only does the subdivision have to fall within the range of required densities of the underlying zoning designation, each resulting lot must also meet a minimum lot size, minimum lot width, minimum setback requirements, and an overall minimum average lot size across the entire subdivision. Those additional standards are added to the table below.

Table 2

Zone	RC	R-1	R-5	R-7	R-10	R-16	R-20
Minimum Density	.25 (1 house per 4 acres)	1 (1 house per acre)	4 (4 houses per acre)	5 (5 houses per acre)	8 (8 houses per acre)	12 (12 houses per acre)	15 (15 houses per acre)
Maximum Density	.25 (1 house per 4 acres)	1 (1 house per acre)	5 (5 houses per acre)	7 (7 houses per acre)	10 (10 houses per acre)	16 (16 houses per acre)	20 (20 houses per acre)
Minimum Lot Size	174,240 sq. ft.	35,000 sq. ft.	6,000 sq. ft.	4,300 sq. ft.	2,000 sq. ft.	2,000 sq. ft.	2,000 sq. ft.
Minimum Avg. Lot Size	174,240 sq. ft.	35,000 sq. ft.	8,000 sq. ft.	6,000 sq. ft.	4,300 sq. ft.	2,700 sq. ft.	2,175 sq. ft.
Minimum Lot Width	125 ft.	125 ft.	50 ft.	40 ft.	20-35 ft.	20-35 ft.	20-35 ft.

All of the above standards must be achieved when designing the layout of a subdivision. Additionally, the above standards apply only after identifying the area of a property that is eligible to be subdivided. In other words, the above standards are not applied to the gross size of a parcel; instead, they are applied to what the City Code refers to as "Net Site Area" which requires that specific features of a property first be subtracted before determining lot potential. Auburn City Code 18.02.065 defines the methodology for determining Net Site Area; this section of code is provided below. If you find the language confusing, please continue reading past this section to read a summary of the intent of this language, an overview of the challenges experienced when applying this code, and suggestions for simplifying and clarifying the methodology. During staff's presentation, visual examples will be provided that help illustrate density calculations using both the existing city code language as well as the proposed language. The current methodology is provided as follows:

ACC 18.02.065

The permitted number of dwelling units or lots shall be determined as follows:

A. Net Site Area. The area of a site used to calculate the allowed number of dwelling units or lots shall exclude those areas designated for public rights-of-way, except for the

designation of additional right-of-way along arterials, private streets, vehicle access easements, and on-site public or homeowners' association-maintained recreation space if required.

Further, the net site area shall be subject to the following adjustments and limitations for critical areas:

1. Net site areas shall exclude streams, wetlands, fish and wildlife habitat areas, and high landslide hazards; and

2. Net site area shall include any required critical area buffer, seismic hazards, and flood hazard areas when calculating base density, unless critical areas identified in subsection (A)(1) of this section are present; provided, that net site area shall not include required critical area buffers when calculating minimum density. The allowed number of dwelling units or lots for a site shall be computed by multiplying the net site area of the lot as calculated in this section by the applicable residential base density number found in the development standards for each zone.

B. "Base density" refers to the maximum number of dwelling units or lots allowed for a specific zone without application of the bonus density provisions of Chapter 18.25 or 18.49 ACC, expressed as units per net acre. Base densities for residential zones are specified in ACC 18.07.030.

C. "Base units" refers to the number of allowable dwelling units for a site, as determined by multiplying the base density of the zone in which the site is located by the net site area.

For example, the R-5 zone has a base density of five units per acre; therefore, the maximum number of base units allowed on a lot with 0.6 acres of net site area in the R-5 zone is three units.

D. Bonus density, where applicable, shall be computed by adding the bonus units authorized by Chapter 18.25 or 18.49 ACC to the base units computed under this section.

E. When calculations result in a fraction, the fraction shall be rounded to the nearest whole number as follows:

- 1. Fractions of 0.50 or above shall be rounded up; and*
- 2. Fractions below 0.50 shall be rounded down.*

Overview of Challenges and Suggestions

Lot Size Standards

In Table 2 there is a row that is titled "Minimum Average Lot Size". After 9 years of this standard existing in City Code, and dozens of completed subdivisions, it is unclear what this standard accomplishes. While staff believes that it is appropriate to require that each individual lot meet a minimum square footage, there does not appear to be a value in designing subdivisions to also achieve an overall minimum average lot size. Using the R-5 zone as an example, the current code requires that each lot must be at least 6,000 square feet in size and that the overall subdivision should have an average lot size of at least 8,000 square feet. This means that if there is one 6,000 square foot lot there must also be one 10,000 square foot lot in order to meet the requirement for an average lot size of 8,000 square feet. Staff does not see how this requirement adds value to the subdivision.

Additionally, because the overall density is still limited to 5 dwelling units per acre, the limitation on the number of lots is achieved irrespective of lot size. To help make these numbers a little more tangible, here are some figures to consider:

- There are 43,560 square feet in one acre.

- In the R-5 zone there is a limit of 5 dwelling units per acre.
- 43,560 square feet divided by 5 dwelling units = 8,712 square feet per lot. This means that a minimum average lot size is already achieved simply by having a maximum density.
- Allowing each lot to be as small as 6,000 square feet gives the developer greater flexibility when working around topography, wetlands, storm ponds, etc. While 5 lots that are each 6,000 square feet only adds up to 30,000 total square feet (and thus, only a little over 2/3 of an acre) the developer is also designing around other physical features on the property that are not developable, is required to provide storm water facilities, and must construct roads and sidewalks.
- By virtue of the city code allowing a minimum lot size of 6,000 square feet the city has already determined that it is an adequate size for a lot within the R-5 zone. If it is adequate for 1 lot why should it not be adequate for all lots?
- The minimum lot width and setbacks within each zone also control subdivision design and preclude undesirable lot configurations. In the R-5 zone each lot must be at least 50 feet in width and meet 5-foot side yard setbacks, 20-foot front yard setbacks, and 20-foot rear setbacks. These standards continue to ensure that houses meet minimum separations from each other.

Staff believes that the minimum average lot size requirement should be removed from each residential zoning designation.

Calculating Density

Most readers of the code language cited in the previous section find it confusing. This leads to numerous questions about how to determine Net Site Area and the resulting allowed density. Equally, it has resulted in inconsistent application of its requirements by staff.

The essence of ACC 18.02.065 is that areas of land must be removed from a property before determining the potential number of lots that can be created through a subdivision. A developer starts with the gross site (e.g. 5 acres), must remove specific features from the gross site (e.g. let's just say that adds up to 1 acre), and the density potential is calculated on the area that is left over (e.g. in this case, that leaves 4 acres). If the property is zoned R-5 (5 dwelling units per acre) it means that the developer can achieve 20 lots (4 acres x 5 dwelling units per acre).

Staff believes that there are two general considerations that should be given for revising ACC 18.02.065:

- (1) Restructure the language so that it is easier to understand, and
- (2) Revisiting the appropriateness of determining lot potential utilizing net site area or gross site area.

The greatest need for restructuring the language is in ACC 18.02.065.A. The entirety of this section is made confusing because the features that are intended to be included and/or excluded are described in narrative format rather than a simple list. The narrative format utilizes commas and includes exceptions that can be interpreted in multiple ways. Staff proposes to restructure this language so that it includes a section of features that should be deducted from the gross site area and features that should not be deducted (and therefore remain as part of the net site area). The attached draft code language attempts to better organize the methodology.

Staff is also recommending that the Net Site Area methodology be replaced with a Gross Site Area methodology. Because each zone includes a requirement that a subdivision comply with both the minimum density and the maximum density and because there is a minimum lot size and width, staff believes that calculating density using Gross Site Area will achieve the following:

- **Simplicity** – it is far easier for the applicant and city staff to understand the subdivision potential when using Gross Site Area. The Gross Site Area is a number that is a known quantity at the outset whereas Net Site Area is not fully understood until well into the design process.
- **Predictability** – Feasibility analysis, property transactions, and pre-application meetings will all be based upon the same understanding of the lot potential. Also, because many permit, utility connections and impact fees are based on the number of lots created, it will be easier to understand these types of upfront costs.
- **Flexibility** – The applicant and city can exercise greater creativity in designing lot and road layouts when working around wetlands, steep slopes, storm water ponds, and other constraints that exist on a property.
- **Greater Infill Potential** – A fundamental goal of the Growth Management Act is to encourage growth within cities in order to reduce the pressure of sprawl in the surrounding farm, forest and open space lands. Over the last decade, without a single exception, utilizing Net Site Area to calculate density has reduced lot potential by an average of 1 lot for every 1 acre of land that is being subdivided (e.g. applicants have achieved 4 dwelling units per acre instead of 5 dwelling units per acre).

Allowance to Deviate from Minimum Density

Minimum density is a necessary standard when considering methods for achieving infill objectives. In fact, cities are obligated under several court decisions related to the Growth Management Act to achieve an overall citywide density of at least 4 dwelling units per acre. While this standard is generally easy to comply with for larger subdivisions, it has become a barrier for smaller land divisions and/or divisions of lands that are heavily encumbered with critical areas. Staff suggests that two principles be included within the draft language that create flexibility related to how minimum density standards are applied.

First, proposed code section ACC 18.02.065.B would allow short plats to have full relief from the minimum density standard. Short plats are subdivisions of 9 lots or less. In the R-5 zone this would apply where an applicant is attempting to further subdivide a parcel that is under 2 acres in size. Over the last 10 years, staff has informed dozens of property owners who are interested in dividing their land that they must meet a minimum density requirement. They expect that they can't exceed the upper range of their zoning density but are surprised that they must also meet a minimum density. The reason that the minimum density becomes problematic is because smaller parcels tend to have atypical lot configurations, an existing residence that the owner would like to retain, or have utility or driveway configurations that reduce the owner's ability to create more lots.

A typical example is a .60 acre parcel where the owner would like to divide the land in half, intends to remain living in an existing home already on the property, and would like for the newly created vacant parcel to be marketable for construction of an additional home. Unfortunately, when the owner inquires with the City, staff must inform them that they must divided their land into at least 3 parcels in order to meet the minimum density requirement. A .60 acre parcel

divided in half results in two .30 acre parcels. In the R-5 zone this type of land division fails to meet the minimum density requirement because .30 acre lots are nearly a third of an acre in size and must instead be $\frac{1}{5}$ th of an acre. Time after time, the City has turned away potential short plat customers because it is not possible to meet the minimum density. Proposed ACC 18.02.065.B is intended to overcome this by granting full relief. While minimum density is a necessary tenant of the Growth Management Act, so too is incentivizing infill. The current standards generally preclude infill on smaller lots.

Second, proposed code section ACC 18.02.065.A.5 allows similar relief for traditional subdivisions (divisions of land into more than 9 lots) when a property is heavily encumbered with critical areas. Relief of the minimum density standard can be granted through the land division process where the applicant is able to demonstrate that the critical area footprint is encumbering the land to such an extent that it is impossible to meet the minimum density. For example, a 10 acre lot that has 9 acres of wetland only leaves 1 acre that may be developed. If the zoning is R-5 and the minimum density is 4 dwelling units per acre, it is impossible to place the requisite 40 dwelling units on the remaining 1 acre and still meet the minimum lot size of 6,000 square feet (6,000 square feet x 40 dwelling units = 240,000 square feet; 240,000 square feet / 43,560 square feet = 5.51 acres). In this type of scenario, staff believes that relief should be granted from the minimum density while requiring that each lot meet the minimum lot size.

Conclusions

Staff has prepared a preliminary series of draft code amendments that are intended to accomplish the following:

- (1) Modify ACC 18.07.030.C to eliminate the requirement that the developer achieve an overall minimum average lot size across the entire subdivision.
- (2) Modify ACC 18.02.065.A to reorganize the code so that it is easier to understand how to calculate density.
- (3) Modify ACC 18.02.065.A to change the method of calculating density from Net Site Area to Gross Site Area.
- (4) Modify ACC 18.02.065.A to allow for administrative consideration of deviations to the minimum density requirement.
- (5) Add ACC 18.02.065.B which exempts short plats from the requirements to meet minimum density.

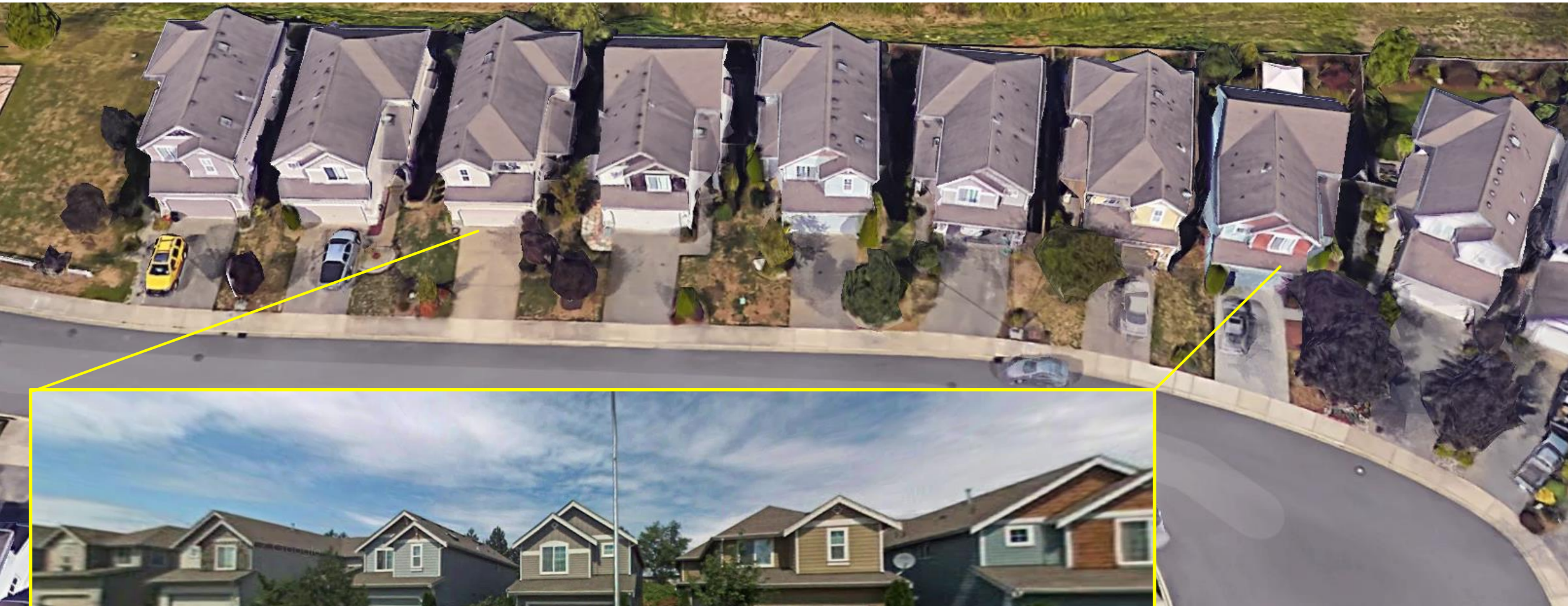
Questions

- (1) Does the Planning Commission concur with the suggestions offered by staff?
- (2) Are there questions or ideas that the Planning Commission would like staff to consider before bringing code amendments forward for public hearing?
- (3) Is Planning Commission comfortable with scheduling a public hearing for August 8, 2017?

Attachments

Draft Code Amendments

35 Foot Lot Width – 3,200 square foot lots



40 Foot Lot Width – 4,000 square foot lots

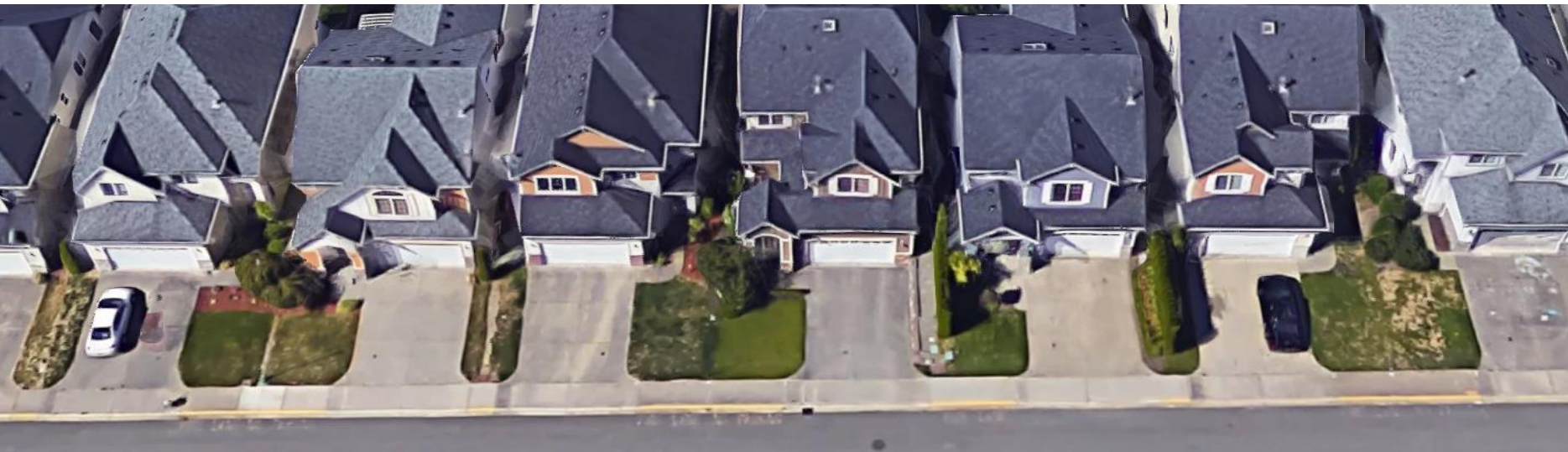


50 Foot Lot Width – 3,400 square foot lots





35 Feet
Limited on street parking
Garage door is the front
Minimal yard



40 Feet
Limited on street parking
Garage door is the front
Yard spacing



50 Feet
Some on street parking
House façade prominent
Adequate yard



35 Feet
 Limited on street parking
 Garage door is the front
 Minimal yard
 Not CPTED Friendly (invites crime)



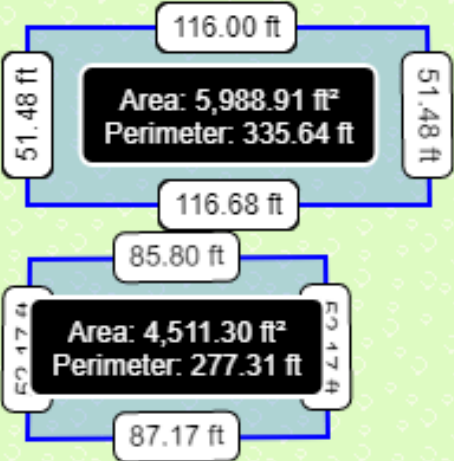
40 Feet
 Limited on street parking
 Garage door is the front
 Yard spacing
 Not CPTED Friendly (invites crime)

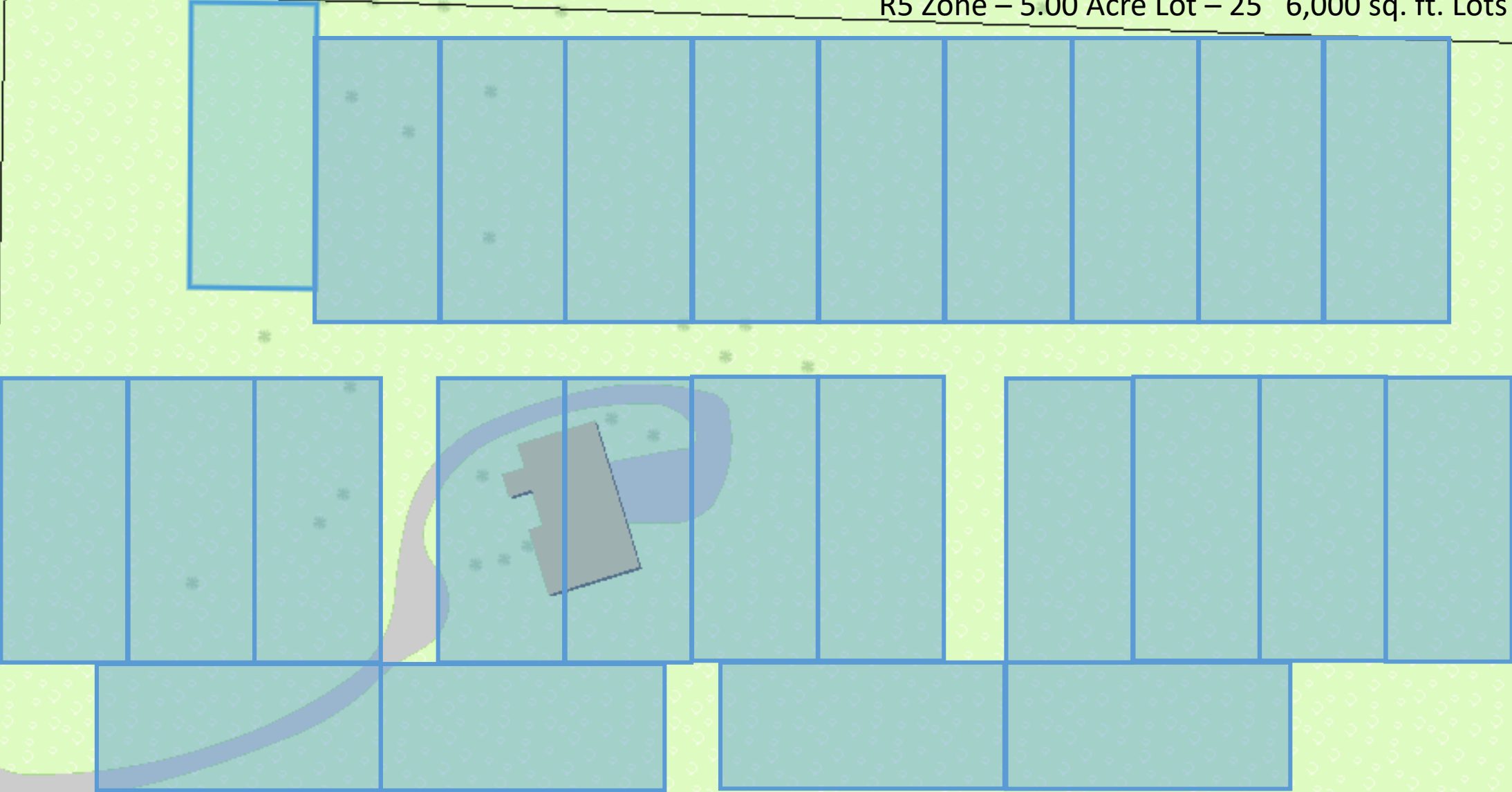


50 Feet
 Some on street parking
 House façade prominent
 Adequate yard
 Fairly CPTED Friendly (lots of windows)

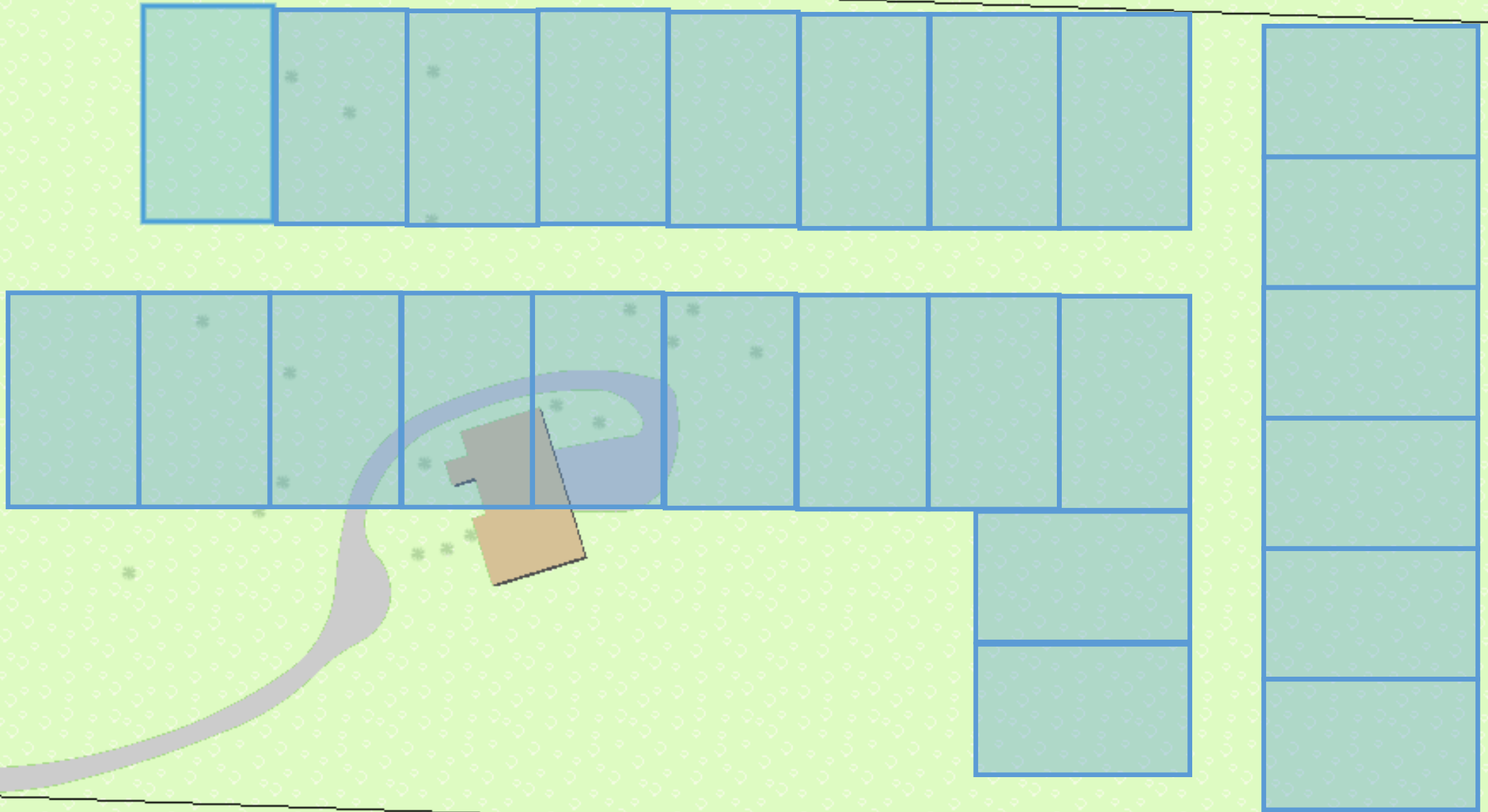


R5 Zone – 5.00 Acre Lot





R5 Zone – 5.00 Acre Lot – 25 4,500 sq. ft. Lots



Other Factors to Consider

- Irrespective of Lot Size, Zoning Density Limits Still Prevails
- Setbacks, Coverage Limits, and Other Standards Must Still be Met
- Stormwater Standards Must Still be Satisfied
- Engineering Standards Must Still be Satisfied (Road Widths, Driveway Spacing, Lighting, Landscaping, Sidewalks, etc.)
- Environmental Protection Standards Must Still be Met
- Long Range Utility and Transportation Plans Assume Maximum Density Buildout
- Enables Amenities and Better Use of Common Areas
- Reduces the Need for the Developer to Seek Deviations from Other Standards in Order to Realize Lot Potential (Larger Lots Leave Less Space for Roads, Sidewalks, Utilities, Amenities)



Sept. 1, 2017

City of Auburn
Commissioner Judi Roland
Planning Commission
25 W Main Street
Auburn, WA 98001

RE: Calculating Residential Densities

Dear Chair Roland and Planning Commission Members:

The Master Builders Association of King and Snohomish Counties and the Master Builders Association of Pierce County (MBA) is pleased to provide comment to you regarding your consideration of amendments to the Auburn City Code that would simplify the layout standards and calculations for new residential subdivisions. The MBA appreciates the City's initiation of the proposed code amendments that will work to improve the methodology that is utilized when calculating the potential number of new lots in a residential subdivision.

The City's proposal includes shift from net site density to gross site density, which will further encourage infill development. The short plat exemption from minimum density is also an important element to achieving the City's infill objectives as has been outlined in the staff memo.

Additionally, the MBA encourages you to further consider 4,500 square foot minimum lot sizes to allow homebuilders the ability to achieve the maximum underlying density while adhering to the lot width and setbacks. The lot width and setbacks have a significant impact on the appearance of a community and are a better driver to help you achieve what you want the residential subdivision to look like.

The MBA supports the adoption of the proposed code amendments that will simplify the layout standards and density calculations, in addition to removing the minimum average lot size requirement, exempting short plats, and establishing a 4,500 square foot minimum in the R5 zone.

Thank you for your consideration.

Sincerely,



Jennifer Anderson
King County Government Affairs Manager
Master Builders Association
of King and Snohomish Counties



Jeremiah Lafranca
Government Affairs Director
Master Builders Association
of Pierce County

CC: Jeff Tate, Assistant Director of Community Development



August 30, 2017

City of Auburn
Planning Commission
Judi Roland, Chair
25 West Main St.
Auburn, WA 98002

RE: July 31, 2017, staff memorandum addressing the calculation of residential densities.

Dear Ms. Roland and members of the Planning Commission:

The Pacific Northwest Division of Pulte Group would like to express its support for the draft code amendments outlined in the staff memorandum prepared by Jeff Tate, Assistant Director of Community Development, on July 31, 2017, regarding the calculation of residential densities in the City of Auburn. The memorandum proposes to remove the average lot size requirement in areas that already have an established minimum density requirement, and replace the gross density calculation with a net density system. It is our experience that City Staff are correct -- there does not appear to be a value in designing a subdivision to achieve a minimum lot average while at the same time requiring a base density. As the staff memorandum states, allowing a development to satisfy a base density, irrespective of lot size, provides the flexibility to design a community that works around topography, wetlands, storm ponds, and more.

In addition to supporting the proposed code revisions, Pulte Group would also support the City in requiring a minimum lot area of 4,500 square feet, as opposed to the 6,000 square feet proposed in Table 18.07.030(C). This minor adjustment is supported by the same logic conveyed in the staff report and only stands to offer additional flexibility.

While I am personally unable to attend the Planning Commission meeting on September 6, I would welcome City staff or members of the Planning Commission to contact me directly at #(425) 216-3439 or alex.wilford@pultegroup.com with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex Wilford", is written over a light blue horizontal line.

Alex Wilford



AGENDA BILL APPROVAL FORM

Agenda Subject:

Dangerous Dogs (Lee)(10 Minutes)

Date:

December
6, 2017

Department:

Police

Attachments:

[Memorandum 12/04/17](#)

[City Code 6.35 - Dangerous Dogs](#)

Budget**Impact:**

Auburn
Police
Department
procedure
in handling
Dangerous
Dog and
Potentially
Dangerous
dog cases.

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

Lee

Meeting Date: December 11, 2017

Item Number:

**POLICE DEPARTMENT
MEMORANDUM**



DATE: December 4, 2017

TO: Mayor Nancy Backus

FROM: Assistant Chief of Police Pierson

SUBJECT: Dangerous and Potentially Dangerous Dogs

The purpose of this memorandum is to outline how the police department has been handling Dangerous Dog and Potentially Dangerous dog cases and the quantity of such cases. The memorandum will be structured in a Frequently Asked Questions (FAQ's) format to answer a series of questions and concerns posed by Auburn City Council. Auburn City Code 6.35 and the definitions of Dangerous Dog, Potentially Dangerous Dog and finally Proper enclosure of a dangerous dog are included by reference.

- 1. How many animal related calls for service has the Police Department handled over the last two years? In addition, what has been the typical response by the Animal Control Authority?**

	2016	2017 (YTD)	Total
Animal Calls for Service	1,883	1,649	3,532

Most of animal control type contacts are based on education. The ACO handles 160 calls for service each month and addresses each one uniquely based on the circumstances.

- 2. How many animal related reports and investigations have been completed over the last two years?**

	2016	2017 (YTD)	Total
Animal Cases/Report Written	186	160	346

Typically, the officer would issue a warning notice, infraction or criminal citation and possibly impound the animal. During the second quarter of 2017, the following were issued by the ACO: 25 Warnings, 124 Infractions, 17 criminal citations and 56 animals were impounded.

3. How many breed specific Potentially Dangerous Dog registrations does the City of Auburn currently have on file with the City Clerk's Office?

There are currently 372 dogs that have registered with the city exclusively due to the dog's breed. (See ordinance 6.01.010.A.25.d) Of the 372 registrations, 216 are Pit-Bull Terrier or mix of this breed. There is no fee for this type of registration unless the dog is involved in an event that deems them Potentially Dangerous such as:

- a. While unprovoked, it attacked, bit endangered or injured a human or a domestic animal OR*
- b. It has chased or approached a person upon a street, sidewalk, or public grounds in a menacing fashion.*

**if either (a) or (b) are applicable, then the owner of such animal shall pay a yearly \$100 fee.*

4. How many dogs are registered as Potentially Dangerous or Dangerous due to their action under sections (a) and (b) above?

There are currently 13 dogs that are registered with the City of Auburn as Potentially Dangerous due to their actions, and 12 Dangerous Dog registrations. In both categories only seven of these dogs are the Pit-Bull Terrier Breed.

If a dog is declared Potentially Dangerous or Dangerous, the owner has the right to appeal the decision to the Animal Control Authority, which is designated by the Chief of Police. Currently, the Assistant Chief of Police is conducting these appeals. (See ACC 6.35.020) The police department has conducted 13 hearings with all but one upheld as declared by the Animal Control Officer.

5. How many Potentially Dangerous or Dangerous Dog complaints have been investigated by Animal Control? And how many of these cases were breeds that meet the Potentially Dangerous criteria?

	2016	2017	Total
Potentially Dangerous/Dangerous Dog Cases (approx.*)	61	48	109

As you can see, although the ACO has investigated 109 cases of Dangerous or Potentially Dangerous dogs, only 25 have registered their animals with the city as a result of acts deeming them Dangerous or Potentially Dangerous. Currently, the Animal Control Officer does not follow up on each declaration of Dangerous or Potentially Dangerous. This is due, in part, to the fact that there is only one Animal Control Officer. In 2018, Council has approved an additional officer.

As a note, in both years, "Pit-Bull Terriers" consisted of 78 of the cases investigated. The remaining were other breeds that either met the breed designation as Potentially Dangerous, or the dog's actions dictated the declaration by the Animal Control Officer.

**Cases were identified by word searching in the narrative of the investigation.*

6. How has some of these Potentially Dangerous or Dangerous Dog cases been investigated?

	2016	2017
Infractions	4	3
Citations	33	21
Impounds	9	7
Pit-Bull Terrier Breed	41 (67%)	37 (77%)

7. Are there any pro-active measures that the Animal Control Authority is utilizing to manage or enforce the statutes reference Potentially Dangerous or Dangerous Dogs in the city?

As noted earlier, the Animal Control Officers do not follow up on all Potentially Dangerous Dogs based on the breed specific registration requirement. Having to follow up on 372 registrations every year would be very time consuming and problematic given there will only be two Animal Control Officers in the city.

Pro-active measure in the future could be in the form of more community awareness and education as to the ordinance and it's requirements.

Chapter 6.35 DANGEROUS DOGS

Sections:

6.35.010 *Repealed.*

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

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

6.35.035 Registration of potentially dangerous dogs.

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

6.35.010 Dangerous dogs and related definitions.

Repealed by Ord. 6424, (Ord. 6244 § 1, 2009; Ord. 5996 § 1, 2006; Ord. 5829 § 1, 2004.)

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

A. In addition to the enforcement authority with which the animal control authority has been vested pursuant to state law, the animal control authority shall be authorized to enforce the provisions of this chapter; provided, that in connection with the enforcement of the provisions of this chapter to seek to declare a dog within the city to be dangerous, the animal control authority shall employ the notification and appeal procedures as defined in this section, including serving notice upon the dog owner in person or by regular and certified mail, return receipt requested.

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

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

made the determination. The order shall be sent by regular and certified mail, return receipt requested, or delivered in person to the owner at the owner's last address known to the authority.

D. The owner may appeal the authority's final determination that the dog is dangerous to the city's hearing examiner, which appeal shall be in accordance with the provisions herein and pursuant to the procedures of the city code. Any such appeal by the owner shall be perfected by filing a written notice of such appeal with the city clerk within 15 days of the date the owner received the final determination if the order was delivered in person, or within 20 days of the date the order was mailed to the owner, by filing a written notice of appeal with the city clerk. While the appeal is pending, the authority may order that the dog be confined or controlled in compliance with ACC 6.35.030 and/or RCW 16.08.090. If the dog is determined to be dangerous, the owner must pay all costs of confinement and control.

E. It is unlawful for an owner to have a dangerous dog in the city without a certificate of registration issued pursuant to this section. This section and ACC 6.35.030 and 6.35.040 shall not apply to police dogs as defined in ACC 6.02.135 and/or RCW 4.24.410.

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

1. A proper enclosure to confine a dangerous dog, as such enclosure is defined and described in ACC 6.01.010(A)(27), and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog;
2. A surety bond issued by a surety insurer qualified under Chapter 48.28 RCW in a form acceptable to the animal control authority in the sum of at least \$250,000, payable to any person injured by the dangerous dog, or such surety bond that otherwise meets the requirements of RCW 16.08.080; or
3. A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under RCW Title 48 in the amount of at least \$250,000, insuring the owner for any personal injuries inflicted by the dangerous dog, or such liability insurance that otherwise meets the requirements of RCW 16.08.080.

G. Any dog which is declared to be a "dangerous dog" pursuant to this chapter or Chapter 16.08 RCW shall also be required to be microchipped by a veterinarian of the owner's choice, at the owner's expense. This shall be in addition to the other requirements of this chapter and in addition to the applicable requirements for licensing as defined within this title, and this procedure must be accomplished within 30 days after the owner's receipt of the dangerous dog declaration issued pursuant to this chapter or Chapter 16.08 RCW.

H. In addition to regular dog licensing fees, the owner of a dangerous dog shall pay to the city a dangerous dog registration fee in the amount of \$500.00 per year for the dangerous dog registration, and shall comply with the city's dangerous dog registration procedures, including providing the city with a photograph of the dangerous dog, each year. Such photograph(s) shall show the dog's coloring and body shape. (Ord. 6424 § 4, 2012; Ord. 6244 § 2, 2009; Ord. 5996 § 1, 2006; Ord. 5829 § 1, 2004.)

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

A. It is unlawful for an owner of a dangerous dog to permit the dog to be outside the proper enclosure, as defined and described in ACC 6.01.010(A)(27), unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

B. It is unlawful for an owner of a potentially dangerous dog to permit the dog to be allowed or permitted to run free and unrestrained or off leash or not otherwise under physical restraint of a responsible person, unless within a fenced yard or similar restraint reasonably designed to prevent the dog from running free and unrestrained. It is provided, however, that the top of such fence shall be six feet in height as measured from the ground level, unless there is a secured top – full enclosure – to the fenced-in area; and it is further provided, that such fence or enclosure area shall comply with all applicable city codes.

C. It is unlawful for an owner of a dangerous dog or a potentially dangerous dog to permit the dog to be walked outside the proper enclosure by anyone under the age of 16 years.

D. The owners of dangerous dogs and potentially dangerous dogs are responsible for taking all reasonable measures to assure that the dogs do not escape the above restraints, the failure of which responsibility shall constitute a violation of this chapter, punishable pursuant to ACC 6.35.040. The failure of the owner of a dangerous dog to comply with the requirements for dangerous dog registration shall also constitute a violation of this chapter, punishable pursuant to ACC 6.35.040. (Ord. 6424 § 4, 2012; Ord. 6304 § 1, 2010; Ord. 6244 § 3, 2009; Ord. 5996 § 1, 2006; Ord. 5829 § 1, 2004.)

6.35.035 Registration of potentially dangerous dogs.

In addition to the dog licensing requirements as set forth in Chapter 6.04 ACC, the owners of potentially dangerous dogs, as defined herein, shall file with the city clerk a notice of potentially dangerous dog according to the form available from the city clerk. There shall be no fee charged for such potentially dangerous dog registration, other than as follows: the owner of a potentially dangerous dog that was previously found to be a potentially dangerous dog because: (A) while unprovoked, it attacked, bit, endangered or injured a human or a domestic animal; or (B) it has chased or approached a person upon a street, sidewalk, or public grounds in a menacing fashion, shall pay to the city a fee in the amount of \$100.00 per year for the registration of the potentially dangerous dog. Failure to comply with this provision shall constitute a violation of this chapter, punishable as a misdemeanor in accordance with ACC 9.02.040. (Ord. 6424 § 4, 2012; Ord. 6244 § 4, 2009; Ord. 5996 § 1, 2006.)

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

Any dangerous dog shall be subject to immediate confiscation by the animal control authority if: (A) the dog is not validly registered under ACC 6.35.020 or, if brought into the city after having been

declared dangerous in any other jurisdiction, has not been validly registered within 10 days of its first arrival within the city; (B) the owner does not secure the liability insurance coverage required under said ACC 6.35.020; (C) the dog is not maintained in the proper enclosure as defined and described in ACC 6.01.010(A)(27); or (D) the dog is outside of the dwelling of the owner, or outside of the proper enclosure and not under physical restraint of a responsible person. The owner must pay the costs of confinement and control. The animal control authority must serve notice upon the dog owner in person or by regular and certified mail, return receipt requested, specifying the reason for the confiscation of the dangerous dog, that the owner is responsible for payment of the costs of confinement and control, and that the dog will be destroyed in an expeditious and humane manner if the deficiencies for which the dog was confiscated are not corrected within 20 days. The animal control authority shall destroy the confiscated dangerous dog in an expeditious and humane manner if any deficiencies required by this section are not corrected within 20 days of notification. In addition, other than where violations are prosecuted as a felony pursuant to RCW 16.08.100, any owner who violates the provisions of this chapter shall be guilty of a gross misdemeanor punishable in accordance with ACC 9.02.030. (Ord. 6424 § 4, 2012; Ord. 6244 § 5, 2009; Ord. 5996 § 1, 2006; Ord. 5829 § 1, 2004.)

The Auburn Municipal Code is current through Ordinance 6657, passed July 17, 2017.

Disclaimer: The City Clerk's Office has the official version of the Auburn Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

13. "Dangerous dog" means any dog that has been declared to be a dangerous dog pursuant to the provisions of this chapter, or has been declared to be a dangerous dog pursuant to applicable code provisions by any other jurisdiction, by reason of the fact that the dog:

- a. Killed or inflicted severe injury on a human being without provocation on public or private property;
- b. Killed or inflicted severe injury on a domestic animal without provocation while the dog was off the owner's property;
- c. Has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such, and the dog again aggressively bites, attacks, or endangers the safety of humans;
- d. Is a potentially dangerous dog, as defined in this chapter, that has been permitted or allowed to run free and unrestrained off the property of its owner;
- e. Is a potentially dangerous dog, as defined in this chapter, that has harassed, tormented or caused concern for the safety of persons or domestic animals; or
- f. Has, since May 7, 2004, demonstrated a propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

It is provided, however, that a dog shall not be declared dangerous if the basis for such declaration was a threat, injury, or damage that was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or was tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.

It is further provided that a dog shall not be declared dangerous if the owner of the dog can show that since the incident or action giving rise to the declaration, the owner has enrolled in and completed the American Kennel Club's Canine Good Citizen (CGC) Program, or a comparable course or program addressing dog ownership responsibilities offered by a similarly recognized entity, which alternate course or program and/or entity shall be approved by the city. However, this proviso (this opportunity to avoid a dangerous dog declaration) shall not apply where the basis for the declaration was that the dog killed or inflicted severe injury on a human being without provocation on public or private property, as set forth in

subsection (A)(13)(a) of this section, or has killed or inflicted severe injury on a domestic animal without provocation while the dog was off the owner's property, as set forth in subsection (A)(13)(b) of this section, or has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such, and the dog again aggressively bites, attacks, or endangers the safety of humans, as set forth in subsection (A)(13)(c) of this section. This proviso shall also not apply to instances where a dangerous dog declaration has been previously avoided because such training was given to the same owner for this or any other dog, or to any other person involving this same dog.

It is further provided that for the purposes of subsection (A)(13)(d) of this section, there shall be a rebuttable presumption that a dog has been permitted or allowed to run free if the dog has been previously found running free and unrestrained off the property of its owner. This presumption may be rebutted by a showing that, since the effective date of the ordinance codified in this section, the dog has not previously been found running free and unrestrained off the property of its owner, and the owner has taken reasonable steps to prevent the dog from running free and unrestrained off the property of its owner.

25. "Potentially dangerous dog" means any dog that when unprovoked:

- a. Inflicts bites on a human or a domestic animal either on public or private property;
- b. Chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, or to cause injury or otherwise to threaten the safety of humans or domestic animals; or
- c. Is known or should reasonably have been known by its owner to have aggressively bitten, attacked, or endangered the safety of humans or domestic animals.
- d. "Potentially dangerous dog" also means any dog that is known by the owner or should reasonably be known by the owner to be an Akita, American Pit Bull Terrier, American Staffordshire Terrier, Bull Terrier, Cane Corso, Dogo Argentino, Dogue de Bordeaux, Kuvasz, Pit Bull Terrier, Presa Canario, Staffordshire Bull Terrier or Tosa Inu, or any breed of dog; or any mix of dog breeds which contains as an element of its breeding the breed of Akita, American Pit Bull Terrier, American Staffordshire Terrier, Bull Terrier, Cane Corso, Dogo Argentino, Dogue de

Bordeaux, Kuvasz, Pit Bull Terrier, Presa Canario, Staffordshire Bull Terrier or Tosa Inu, as to be identifiable of or partially of such breed(s), or dogs that have an appearance and physical characteristics that are substantially similar to dogs referred to above.

27. "Proper enclosure of a dangerous dog" means, while on the owner's property, a dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, shall also provide protection from the elements for the dog, and shall either have a concrete floor or shall have secure fencing material buried not less than one foot below the surface. Additionally, the animal control authority, as defined herein, may determine, based on objective and identifiable reasons, that the enclosure is not adequate or proper, in which case the animal control authority shall communicate in writing to the owner of the dangerous dog the deficiencies in the enclosure and the objective and identifiable reasons that the enclosure is not adequate or proper, and the owner shall correct the deficiencies identified by the animal control officer before the enclosure shall constitute a proper enclosure. The owner of the dangerous dog may appeal the animal control authority's determination that the enclosure is not adequate or proper, which appeal shall be filed in writing not more than 10 days from the date the animal control authority communicates his/her determination that the enclosure is not adequate or proper, and which appeal shall be heard by the police chief or designee. The police chief or designee shall decide the appeal based on (a) whether the objective and identifiable reasons which were the basis of the animal control authority's determination have been shown, and (b) whether they reasonably support the decision that the enclosure is not adequate or proper. It is provided, however, that regardless of the materials used, or type and description of the enclosure, and regardless of the correction of any identified deficiencies, if the dangerous dog escapes from the enclosure, that escape shall constitute prima facie evidence that the enclosure was not a proper enclosure, and shall constitute prima facie evidence, as well, that the dog owner is not in compliance with the requirements of this chapter.

AGENDA BILL APPROVAL FORM

Agenda Subject:

Matrix

Date:

December 5, 2017

Department:

Administration

Attachments:

[Matrix](#)

[Special Focus Areas Key](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

Meeting Date: December 11, 2017

Staff:

Item Number:

COUNCIL MATRIX

NO.	TOPIC	Chair	STAFF LEAD(S)	STUDY SESSION REVIEW DATE(S)	COUNCIL DISCUSSION SUMMARY	ACTION DATE
1	Capital Projects Update and Featured Capital Project Discussion	Chair Wagner Vice Chair DaCorsi	Director Snyder	12/11/2017		
2	Community Sustainability Series: Economic and Statutory Considerations for Municipalities	Chair Wagner Vice Chair DaCorsi	Director Snyder	Rescheduled for future meeting		
3	IT Update on Digital Parity	Chair Wagner Vice Chair DaCorsi	Director Haugan	12/11/2017		
4	Code Enforcement Presentation	Chair Wagner Vice Chair DaCorsi	Director Snyder	2018		
5	Property at 104th and 102nd and Plans for the Green River Park	Chair Wagner Vice Chair DaCorsi	Director Snyder	12/11/2017		
6	118th Avenue SE Roadway Issue	Chair Wagner Vice Chair DaCorsi	Director Snyder	12/11/2017		
7	Density Calculation	Chair Wagner Vice Chair DaCorsi	Director Snyder	12/11/2017		
8	Centers Designation Overview	Chair Wagner Vice Chair DaCorsi	Director Snyder	12/11/2017		
9	Traffic Calming	Chair Wagner Vice Chair DaCorsi	Director Snyder	2/26/2018		
10	Business Shopping Carts	Chair Peloza Vice Chair Baggett	Director Snyder	3/1/2018		
11	Cemetery Update	Chair Peloza Vice Chair Baggett	Director Faber	TBD		
12	Sister Cities Update	Chair Peloza Vice Chair Baggett	Director Hinman	TBD		
13	Multimedia - Website Design	Chair Peloza Vice Chair Baggett	Director Hinman	TBD		
14	Update on Court-DV Filings/Hearings and DV Model Firearms Program	Chair Peloza Vice Chair Baggett	City Attorney Heid	TBD		
15	Auburn Avenue Theater	Chair Peloza Vice Chair Baggett	Director Faber	1/8/2018		
16	Homelessness Update	Chair Trout-Manuel Vice Chair Deputy Mayor Wales	Director Hinman	TBD		

SPECIAL FOCUS AREAS

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