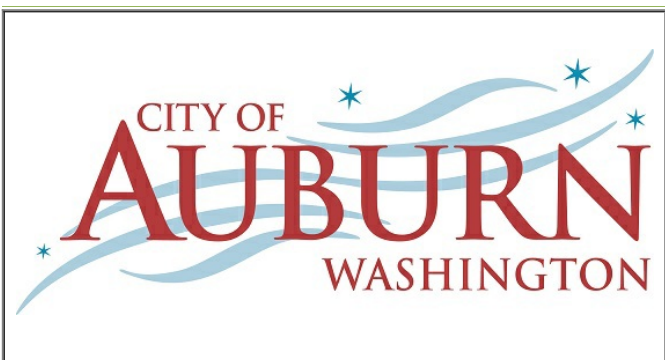


|                                                                                   |                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p style="text-align: center;"><b>City Council Meeting</b><br/> <b>December 5, 2022 - 7:00 PM</b><br/> <b>City Hall Council Chambers</b><br/> <b>AGENDA</b><br/> <b>Watch the meeting LIVE!</b></p> <p style="text-align: center;"><b>Watch the meeting video</b><br/> Meeting videos are not available until 72 hours after the meeting has concluded.</p> |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **I. CALL TO ORDER**

## **II. LAND ACKNOWLEDGEMENT**

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

## **III. PUBLIC PARTICIPATION**

### **1. Public Participation**

The Auburn City Council Meeting scheduled for Monday, December 5, 2022 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 215 8782

Toll Free: 888 853 5257

Zoom: <https://us06web.zoom.us/j/82812709569>

### **A. Pledge of Allegiance**

## **IV. Roll Call**

## **V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS**

## **VI. APPOINTMENTS**

### **A. Auburn Municipal Airport Advisory Board**

City Council to approve the reappointment of Andrea Prasse and Deanna Clark to the Airport Advisory Board for a three year term expiring December 31, 2025

**(RECOMMENDED ACTION: Move to approve the reappointment of Andres Prasse and Deanna Clark to the Airport Advisory Board for a three year term expiring December 31, 2025.)**

**B. Auburn Arts Commission**

City Council to approve the reappointments of Ana Kear, Ann Marie Natali, Dinah Rau, John Harris, and Tammy Dwight to the Auburn Arts Commission for a three year term expiring December 31, 2025

**(RECOMMENDED ACTION: Move to approve the appointments of Ana Kear, Ann Marie Natali, Dinah Rau, John Harris, and Tammy Dwight to the Auburn Arts Commission for a three year term expiring December 31, 2025.)**

**C. Business Improvement Area Committee of Ratepayers**

City Council to approve the reappointment of Giovanni DiQuattro to the Business Improvement Area Committee of Ratepayers for a three year term expiring December 31, 2025

**(RECOMMENDED ACTION: Move to reapprove the appointment of Giovanni DiQuattro to the Business Improvement Area Committee of Ratepayers for a three year term expiring December 31, 2025.)**

**VII. AGENDA MODIFICATIONS**

**VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE**

**A. Public Hearings**

**1. Public Hearing for the Modified 2023-2028 Transportation Improvement Program (Gaub)**

City Council to conduct a Public Hearing to consider the Modified 2023-2028 Transportation Improvement Program

**B. Audience Participation**

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

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

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

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

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

Email written comments to:  
publiccomment@auburnwa.gov

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

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

**IX. COUNCIL AD HOC COMMITTEE REPORTS**

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

1. Finance Ad Hoc Committee (Chair Baggett)

**X. CONSENT AGENDA**

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

**A. Claims Voucher (Thomas)**

Claims voucher list dated December 5, 2022 which includes voucher numbers 470292 through 470405, in the amount of \$2,167,466.92 and three wire transfers in the amount of \$727,236.67

**B. Payroll Voucher (Thomas)**

Payroll check numbers 539443 through 539447 in the amount of \$553,221.02, electronic deposit transmissions in the amount of \$2,377,172.07 also a special payroll for Police Commission and Sergeants Comp Payout payroll with electronic deposit transmission in the amount of \$154,927.24 for a grand total of \$3,085,320.33 for the period covering November 17, 2022 to November 30, 2022

**C. Public Works Project No. CP1612 (Faber)**

City Council to approve an increase of \$50,000 in the total maximum authorized contract amount for Public Works Contract No. 21-17; Construction of Project No. CP1612 – Arts and Culture Center

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

**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

### **XIII. ORDINANCES**

A. Ordinance No. 6892 (Comeau)

An Ordinance adding a new Chapter 16.15 to the Auburn City Code relating to the use of compost in City projects

**(RECOMMENDED ACTION: Move to adopt Ordinance No. 6892.)**

B. Ordinance No. 6893 (Gaub)

An Ordinance amending the deadline to complete conditions associated with vacating Right-of-Way of a portion of West Main Street, East of Lund Road SW, within the City of Auburn, Washington

**(RECOMMENDED ACTION: Move to adopt Ordinance No. 6893.)**

C. Ordinance No. 6896 (Thomas)

An Ordinance amending Ordinance No. 6794, the 2021-2022 Biennial Operating Budget Ordinance, and Ordinance No. 6796, the 2021-2022 Biennial Capital Budget Ordinance, as amended by Ordinance No. 6815, Ordinance No. 6827, Ordinance No. 6836, Ordinance No. 6850, and Ordinance No 6878, authorizing amendment to the City of Auburn 2021-2022 Budget as set forth in Schedule "A" and Schedule "B"

**(RECOMMENDED ACTION: Move to adopt Ordinance No. 6896)**

### **XIV. RESOLUTIONS**

A. Resolution No. 5689 (Gaub)

A Resolution approving and adopting the modification of the 2023-2028 Transportation Improvement Program of the City of Auburn

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5689.)**

B. Resolution No. 5691 (Faber)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and Auburn Symphony Orchestra for Tourism Promotion Services

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5691.)**

C. Resolution No. 5692 (Comeau)

A Resolution declaring a portion of City-Owned King County Parcel 3339900035 as surplus to the needs of the City and authorizing the Mayor to execute a Purchase and Sale of the surplus portion of the parcel to Madrone Pacific, LLC

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5692.)**

D. Resolution No. 5693 (Tate)

A Resolution endorsing use of the 2023 Valley Regional Fire Authority Fee Schedule as adopted by the VRFA Board of Governance

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5693.)**

## **XV. MAYOR AND COUNCILMEMBER REPORTS**

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

**A. From the Council**

**B. From the Mayor**

## **XVI. ADJOURNMENT**

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



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Public Hearing for the Modified 2023-2028 Transportation Improvement Program (Gaub)

**Date:**

November 29, 2022

**Department:**

Public Works

**Attachments:**

**No Attachments Available**

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council to hold a public hearing in consideration of adoption of the Modified 2023-2028 Transportation Improvement Program.

\*\*See Resolution No. 5689 for further action on this item.\*\*

**Background for Motion:****Background Summary:**

The TIP is proposed to be modified to account for the award of grant funds for multiple projects and to reflect changes to currently programmed projects. The date of the public hearing was set by consent on November 21, 2022.

**Reviewed by Council Committees:**

**Councilmember:** Stearns

**Staff:**

Gaub

**Meeting Date:** December 5, 2022

**Item Number:**

PH.1



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Claims Voucher (Thomas)

**Department:**

Finance

**Attachments:**

**No Attachments Available**

**Date:**

November 29, 2022

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

Approve Claim Vouchers.

**Background for Motion:****Background Summary:**

Claims voucher list dated December 5, 2022 which includes voucher numbers 470292 through 470405, in the amount of \$2,167,466.92 and three wire transfers in the amount of \$727,236.67.

**Reviewed by Council Committees:**

**Councilmember:** Baggett

**Staff:**

Thomas

**Meeting Date:** December 5, 2022

Item Number:

CA.A



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Payroll Voucher (Thomas)

**Date:**

November 29, 2022

**Department:**

Finance

**Attachments:**

**No Attachments Available**

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

Approve Payroll Vouchers.

**Background for Motion:****Background Summary:**

Payroll check numbers 539443 through 539447 in the amount of \$553,221.02, electronic deposit transmissions in the amount of \$2,377,172.07 also a special payroll for Police Commission and Sergeants Comp Payout payroll with electronic deposit transmission in the amount of \$154,927.24 for a grand total of \$3,085,320.33 for the period covering November 17, 2022 to November 30, 2022.

**Reviewed by Council Committees:**

**Councilmember:** Baggett

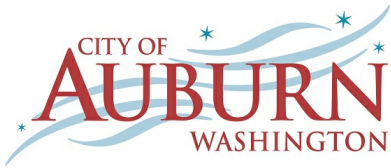
**Staff:**

Thomas

**Meeting Date:** December 5, 2022

Item Number:

CA.B



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Public Works Project No. CP1612 (Faber)

**Date:**

November 15, 2022

**Department:**

Parks/Art and Recreation

**Attachments:**

**No Attachments Available**

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

Approve an increase of \$50,000 in the total maximum authorized contract amount for Public Works Contract No. 21-17; Construction of Project No. CP1612 – Arts and Culture Center.

**Background for Motion:****Background Summary:**

Auburn City Code (ACC) Chapter 3.10 specifies the total maximum authorized contract amount for public work contracts based on contract value. The maximum authorized contract amount includes the original contract amount plus an authorized contingency. The code allows for administrative approval of change order work within the authorized contingency amount. If additional contingency exists within the overall project budget, the code also allows the City Council to increase the total maximum authorized contract amount, which is an increase to the authorized contingency available for administrative approval.

CP1612 Auburn Arts and Culture Center will reconstruct the top floor of the Historic Auburn Post Office into an Arts and Culture Center as well as meeting venue. The project also includes fire suppression, utility repairs/additions and other items necessary to ensure ease of operation and logistic flow into a future Phase 2. During construction of the project, building deficiencies were discovered not recognized in initial design/bidding.

This requested increase in the maximum authorized contract amount will use available overall project contingency to provide for items of work that were not part of the original contract with American West Construction included \$44,000 for masonry cleaning and repair; the masonry sub-contractor has provided American West with an updated bid that would include additional repairs that would include a 20-year warranty (as opposed to a 1-year warranty).

To fund these changes, an increase in the total authorized contract amount of \$50,000 will be required, which is available within the existing overall project budget. After the allocation of this additional construction contract contingency, the remaining project budget contingencies of approximately \$22,000 in Fund 328 remains as well as additional Facilities Division funding.

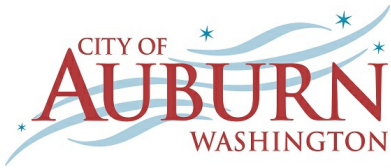
**Reviewed by Council Committees:**

**Councilmember:** Stearns

**Staff:** Faber

**Meeting Date:** December 5, 2022

Item Number: CA.C



## AGENDA BILL APPROVAL FORM

---

**Agenda Subject:**

Ordinance No. 6892 (Comeau)

**Date:**

November 30, 2022

**Department:**

Legal

**Attachments:**

[Ordinance No. 6892](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council to adopt Ordinance No. 6892.

**Background for Motion:**

Ordinance 6892 enacts new regulations to comply with the mandates in the State's 2022 Organics Materials Act, which requires cities to use, when appropriate, compost on government-funded projects.

**Background Summary:**

The Washington State Legislature enacted House Bill 1799 during the 2022 legislative session. The law is a lengthy statute that intends to reduce food and yard waste in landfills by 75% in eight years. To meet this goal, the law addresses several aspects of organic collections. One portion of the law requires cities having a population over 25,000 to adopt an ordinance to implement an earlier-enacted state law (please see attached RCW's). The law requires the use of compost in government-funded projects, including bid projects, whenever compost can be utilized. The requirement does not apply if compost is unavailable within a reasonable period of time, if available compost does not comply with certain standards, or if compost prices are uncompetitive. In addition, when a city purchases compost priority must be given to purchasing from local compost producers that carry certain certifications and derive their compost from municipal waste. Cities are also required to develop a strategy to inform residents about the value of compost use and how the city uses compost. Finally, cities must report to the Department of Ecology every-other-year the volume of organic waste collected, the volume of compost purchased by the city, and the source of that compost. Each city must adopt its compost procurement ordinance by January 1, 2023.

Ordinance 6892 complies with the new state law. It contains provisions requiring the city and its contractors to consider whether compost could be utilized for a project and to use compost in the project if it can. The ordinance adopts the statute's exceptions to the compost requirement and mandates both the use of local producers and periodic reporting to the DOE. The practical impacts of the ordinance will be the increased use of compost for projects at city buildings and in the right of way. City staff will be required to change the city's bidding documents and contracts to reflect the state's emphasis on the use of compost. Staff will perform the data collection and

reporting mandated by the act.

**Reviewed by Council Committees:**

**Councilmember:** Stearns

**Staff:** Comeau

**Meeting Date:** December 5, 2022

Item Number: ORD.A

## **ORDINANCE NO. 6892**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ADDING A NEW CHAPTER 16.15 TO THE AUBURN CITY CODE RELATING TO THE USE OF COMPOST IN CITY PROJECTS

WHEREAS, in order to reduce methane emissions, RCW 70A.205.007 establishes the goal of cutting landfill-disposed organic material in Washington by 75% compared to 2015; and

WHEREAS, the 2022 state legislature identified increased procurement of compost products by cities and counties as a means for achieving this goal while also strengthening the economic viability of compost production; and

WHEREAS, a 2022 enacted state statute requires that cities with populations over twenty five-thousand (25,000) adopt a compost procurement ordinance that mandates utilization of compost in government-funded projects; and

WHEREAS, the new law also mandates that local governments require contractors to use compost products to the maximum extent economically feasible when the products are reasonably available and comply with quality and health standards.

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

**Section 1. New Auburn City Code Chapter.** That a new Chapter 16.15 is added to the Auburn City Code to read as shown in Exhibit A.

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

**Section 3. Severability.** That the provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

**Section 4. Effective date.** This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kendra Comeau, City Attorney

Published: \_\_\_\_\_

# EXHIBIT A

## Chapter 16.15 COMPOST USE AND REPORTING

### Sections:

- 16.15.010 Procurement of compost products for city projects.
- 16.15.020 Compliance with state pest control regulations.
- 16.16.030 Reporting to the Department of Ecology.
- 16.15.040 Public education component of Comprehensive Solid Waste Management Plan.

### **16.15.010. Procurement of compost for city projects.**

A. Before issuance of a solicitation for bids or proposals under ACC chapter 3.12, a determination will be made whether compost products can be utilized in a project. In the event that compost products can be utilized, the bid or other solicitation shall require the contractor to use compost products in the project to the maximum extent economically feasible.

B. The city shall plan for the use of compost products in the following categories:

1. Landscaping projects.
2. Construction and postconstruction soil amendments.
3. Uses to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and
4. Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.

C. Notwithstanding subsections A and B, the use of compost products is not required if:

1. Compost products are not available within a reasonable period of time;
2. Compost products that are available do not comply with existing purchasing standards;
3. Compost products that are available do not comply with federal or state health, quality, and safety standards; or
4. Compost purchase prices are not reasonable or competitive.

D. For any project required to use compost under this subsection, priority will be given to purchasing compost products from companies that

1. produce compost products locally, and undertaking
2. are certified by a nationally recognized organization, and
3. produce finished compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to those adopted by the department of transportation or adopted by rule by the department of ecology.

E. For purposes of this chapter “Compost products” means mulch, soil amendments, ground cover, or other landscaping material derived from the biological or mechanical conversion of biosolids or cellulose-containing waste materials.

**16.15.020. Compliance with state pest control regulations.**

Any application of compost by the city shall comply with the Washington State Department of Agriculture pest control regulations as provided in chapter 16-470 of the Washington Administrative Code (WAC), as hereafter amended.

**16.15.030. Reporting to the Department of Ecology.**

By December 31, 2024, and thereafter by each December 31<sup>st</sup> of even-numbered years a report will be submitted to the Department of Ecology with the following information:

- A. The total tons of organic material diverted throughout the year; and
- B. The volume and cost of compost purchased throughout the two-year reporting period; and
- C. The source or sources of the compost purchased by the city over the two-year reporting period.

**16.15.040. Public education component of Comprehensive Solid Waste Management Plan.**

Any comprehensive solid waste management plan submitted to the Department of Ecology pursuant to RCW 70A.205 shall contain strategies to inform Auburn residents about the value of compost and how the city uses compost in its operations.



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Ordinance No. 6893 (Gaub)

**Date:**

November 16, 2022

**Department:**

Public Works

**Attachments:**

[Ordinance No. 6893](#)

[Exhibit A](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council to adopt Ordinance No. 6893.

**Background for Motion:**

This Ordinance amends Ordinance No. 6893, extending the time for the applicant to complete conditions associated with Right-of-Way Vacation No. VAC21-0002, which vacates a portion of West Main Street, east of Lund Road SW.

**Background Summary:**

Ralph Pozzi has requested an extension of time in which to complete conditions associated with Right-of-Way Vacation No. VAC21-0002 previously approved on by City Council on December 20, 2022 under Ordinance No. 6839. The current deadline to complete the conditions is December 20, 2022.

City Staff supports extending the applicant's deadline to complete the vacation permitting and construction conditions one-time for nine months. If accepted by Council, the applicant's new deadline to complete those conditions would be September 20, 2023. The applicant has indicated that circumstances beyond their control due to Covid-19 have caused significant delays in being able to complete the required conditions of the ROW Vacation.

If adopted, Ordinance No. 6893 amends Ordinance No. 6839 extending the time for the applicant to complete conditions related to permitting and construction associated with Right-of-Way Vacation No. VAC21-0002. All other vacation conditions in Ord. 6939 would remain unchanged by this ordinance.

**Reviewed by Council Committees:**

**Councilmember:** Stearns

**Staff:** Gaub

**Meeting Date:** December 5, 2022

**Item Number:** ORD.B



**ORDINANCE NO. 6893**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, AMENDING DEADLINE TO COMPLETE CONDITIONS ASSOCIATED WITH VACATING RIGHT-OF-WAY OF A PORTION OF WEST MAIN STREET, EAST OF LUND ROAD SW, WITHIN THE CITY OF AUBURN, WASHINGTON

WHEREAS, the City of Auburn, Washington ("City"), approved Ordinance No. 6839 on December 20, 2021, a copy of which is attached as Exhibit A, vacating right-of-way located within a portion of West Main Street, east of Lund Road SW, within the City, subject to conditions outlined in Ordinance No. 6839; and,

WHEREAS, Section 1, Paragraph I of Ordinance No. 6839 required that all conditions of the vacation be completed by December 20, 2022 or the vacation and Ordinance will be null and void; and,

WHEREAS, the applicant has requested additional time to complete the conditions set forth in Section 1, Paragraphs F and G of Ordinance No. 6839; and,

WHEREAS, the City has determined that the applicant's request to have one extension of time until September 20, 2023 to complete the conditions in Section 1, Paragraphs F and G of Ordinance No. 6839, is reasonable in light of unforeseeable circumstances, and that it is in the public interest to continue the deadline; and,

WHEREAS, the City has determined that the deadline to complete all other conditions in Section 1 of Ordinance No. 6839 shall remain December 20, 2022; and,

WHEREAS, the City Council has considered the request for extension.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,

-----  
Ordinance No. 6893  
ROW Vacation VAC21-0002  
November 7, 2022  
Page 1 of 3

WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

**Section 1. Extension.** The deadline for completing the right of way vacation conditions in Section 1, Paragraphs F and G of Ordinance No. 6839 is continued in a one-time extension to September 20, 2023. The applicant's deadline to complete all other conditions of the right of way vacation in Ordinance No. 6839 shall remain December 20, 2022.

**Section 2. Constitutionality or Invalidity.** If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

**Section 3. Implementation.** The mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this location.

**Section 4. Effective Date.** This Ordinance shall take effect and be in force five (5) days from and after passage, approval, and publication as provided by law.

**Section 5. Recordation.** The City Clerk is directed to record this Ordinance together with Ordinance No. 6839 with the office of the King County Auditor only upon completion of those conditions set forth in Ordinance No. 6839, at which time the vacation pursuant to Ordinance No. 6839 shall be effective under Auburn City Code 12.48.080.

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kendra Comeau, City Attorney

PUBLISHED: \_\_\_\_\_

**ORDINANCE NO. 6839**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, VACATING RIGHT-OF-WAY OF A PORTION OF WEST MAIN STREET, EAST OF LUND ROAD SW, WITHIN THE CITY OF AUBURN, WASHINGTON.

WHEREAS, the City of Auburn, Washington ("City"), has received a petition signed by at least two-thirds (2/3) of the owners of property abutting right-of-way located within a portion of West Main Street, east of Lund Road SW, within the City of Auburn, requesting vacation of the right-of-way; and,

WHEREAS, as required by Chapter 12.48 of the Auburn City Code, a public hearing was held in connection with the possible vacation, with notice having been provided pursuant to statute; and,

WHEREAS, the City Council has considered all matters presented at the public hearing on the proposed vacation, held on the 20th day of December, 2021, at the Auburn City Council Chambers in Auburn, Washington.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

**Section 1. Vacation.** That the right of way located at a portion of West Main Street, east of Lund Road SW, located within the City of Auburn, Washington, legally described as follows:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1  
OF CITY OF AUBURN SHORT PLAT NUMBER SP-11-85,  
RECORDED JANUARY 08, 1986 UNDER RECORDING  
NUMBER 8601080790, IN KING COUNTY, WASHINGTON;  
THENCE NORTH 86°14'47" WEST ALONG THE NORTH

-----  
Ordinance No. 6839  
ROW Vacation VAC21-0002  
November 3, 2021  
Page 1 of 7

LINE OF SAID LOT 1 A DISTANCE OF 65.87 FEET;  
 THENCE SOUTH 03°45'13" WEST 3.00 FEET TO THE  
 BEGINNING;  
 THENCE CONTINUING SOUTH 03°45'13" WEST 27.00 FEET  
 TO THE BEGINNING OF A NON-TANGENT CURVE TO THE  
 RIGHT THE RADUIS POINT OF WHICH BEARS NORTH  
 03°45'13" EAST DISTANT 2260.00 FEET;  
 THENCE ALONG SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 8°35'30" AN ARC LENGTH OF 338.89 FEET;  
 THENCE NORTH 77°39'17" WEST 31.05 FEET;  
 THENCE NORTH 86°14'47" WEST 30.07 FEET TO THE  
 BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT  
 THE RADIUS POINT OF WHICH BEARS SOUTH 80°54'28"  
 EAST DISTANT 30.00 FEET;  
 THENCE ALONG SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 94°02'01" AN ARC LENGTH OF 49.24 FEET TO  
 THE BEGINNING OF A CURVE TO THE LEFT HABING A  
 RADUIS OF 2233.00 FEET;  
 THENCE ALONG SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 9°22'20" AN ARC LENGTH OF 365.27 FEET TO  
 THE POINT OF BEGINNING.

CONTAINING AN AREA OF 10,620 SQUARE FEET, MORE  
 OR LESS.

and as shown on the survey, a copy of which is attached, marked Exhibit "A" is vacated and  
 the property lying in the right-of-way described, shall inure and belong to those persons  
 entitled to receive the property in accordance with RCW 35.79.040, conditioned upon the  
 following:

A. Reservation in favor of the City of a perpetual Nonexclusive Easement  
 under, over, through and across the vacated right-of-way as described above for the  
 purpose of laying, maintaining, and installing future and existing water, sanitary sewer  
 and storm water facilities and including a reservation in favor of the City of the right to  
 grant easements for utilities over, under and on all portions of the vacated right-of-way as

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Ordinance No. 6839  
 ROW Vacation VAC21-0002  
 November 3, 2021  
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described above.

The City shall have the absolute right, at times as may be necessary for immediate entry upon said Easement Area for the purpose of maintenance, inspection, construction, repair or reconstruction of the above improvements without incurring any legal obligation or liability.

The City shall have the absolute right to place any type of driving surface within said Easement Area deemed necessary by the City.

The owners of the adjacent properties agree and shall not in any way block, restrict or impede access and egress to or from said Easement Area, and /or in any way block, restrict or impede full use of the real property within the Easement Area by the City for the above described purposes. No building, wall, rockery, fence, trees, or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said Easement Area, without the express written consent of the City. Except as required or approved by the City, no excavation shall be made within three feet of said facilities. The surface level of the ground within the Easement Area shall be maintained at the elevation as currently existing except areas that were previously graded and must be re-graded to satisfy conditions of this right-of-way vacation as set forth in paragraphs F and G.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

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Ordinance No. 6839  
ROW Vacation VAC21-0002  
November 3, 2021  
Page 3 of 7

B. Under the terms of the reservation set out in Paragraph A above and in accordance with RCW 35.79.030, the City grants a private utility easement to Puget Sound Energy over, under, and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement and removal of electric and gas distribution facilities. The owners of the adjacent property shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantee's rights.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

C. In accordance with RCW 35.79.030, the City grants a private utility easement to CenturyLink over, under and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement and removal of wireline telecommunications facilities. The owners of the adjacent properties shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantee's rights.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

D. In accordance with RCW 35.79.030, the City grants a private utility easement to Comcast over, under and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement and removal of cable facilities. The owners of the adjacent properties shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantee's rights.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

E. It is provided, however that such reserved or granted utility and access easements as set out in Paragraphs A, B, C and D above may be modified to accommodate a removal, relocation and sitting of the affected utility lines if the Utility and the property owners on whose property the utility lines are located agree to the removal relocations and sitting being paid by said property owners and with the removal relocation and sitting being done in conformity with applicable standards.

F. The applicant shall move the existing fence to the current property line ( as it exists prior to vacation) and obtain a Grading Permit to remove gravel and construct proper site improvements for storm drainage to storm inlet structures, parking, lighting and landscaping per City requirements and Engineering Design and Construction Standards.

G. The applicant shall obtain required permits and replace the domed storm inlet structures with a standard grate and shall install concrete aprons around all storm inlet structures per the City's Standard Details.

H. In accordance with RCW 35.79.0360 and ACC 12.48.085, compensation to the City of Auburn, shall be made by the owner or owners of property adjacent thereto in the total amount of Forty-five Thousand (\$45,000.00) Dollars for the full appraised value of the right-of-way, which has been right-of-way for more than twenty-five (25) years and for which public funds were expended.

I. This vacation shall be effective upon completion of the provisions in paragraph F, G, and H, above. The above described provisions must be completed by December 20, 2022 or the vacation and this Ordinance will be null and void.

**Section 2. Constitutionality or Invalidity.** If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

**Section 3. Implementation.** The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this location.

**Section 4. Effective Date.** This Ordinance shall take effect and be in force five (5) days from and after passage, approval, and publication as provided by law.

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Ordinance No. 6839  
ROW Vacation VAC21-0002  
November 3, 2021  
Page 6 of 7

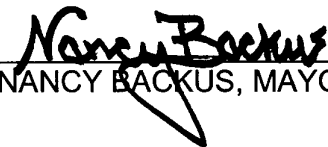
**Section 5. Recordation.**

The City Clerk is directed to record this Ordinance with the office of the King County Auditor only upon completion of those provisions set forth in Section 1, Paragraphs F, G, and H, above, at which time the vacation pursuant to this Ordinance shall be effective under Auburn City Code 12.48.080.

INTRODUCED: DEC 20 2021

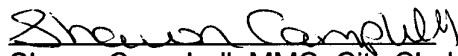
PASSED: DEC 20 2021

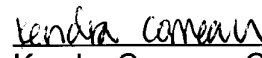
APPROVED: DEC 20 2021

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

ATTEST:

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Kendra Comeau, City Attorney

PUBLISHED: \_\_\_\_\_

## EXHIBIT A

PAGE 1

### RIGHT OF WAY VACATION LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF CITY OF AUBURN SHORT PLAT NUMBER SP-11-85, RECORDED JANUARY 08, 1986 UNDER RECORDING NUMBER 8601080790, IN KING COUNTY, WASHINGTON;

THENCE NORTH 86°14'47" WEST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 65.87 FEET;

THENCE SOUTH 03°45'13" WEST 3.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 03°45'13" WEST 27.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 03°45'13" EAST DISTANT 2260.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°35'30" AN ARC LENGTH OF 338.89 FEET;

THENCE NORTH 77°39'17" WEST 31.05 FEET;

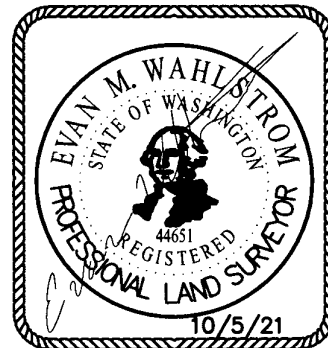
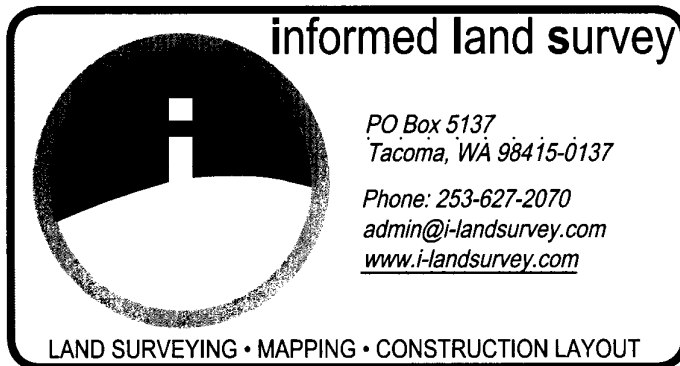
THENCE NORTH 86°14'47" WEST 30.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 80°54'28" EAST DISTANT 30.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°02'01" AN ARC LENGTH OF 49.24 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 2233.00 FEET;

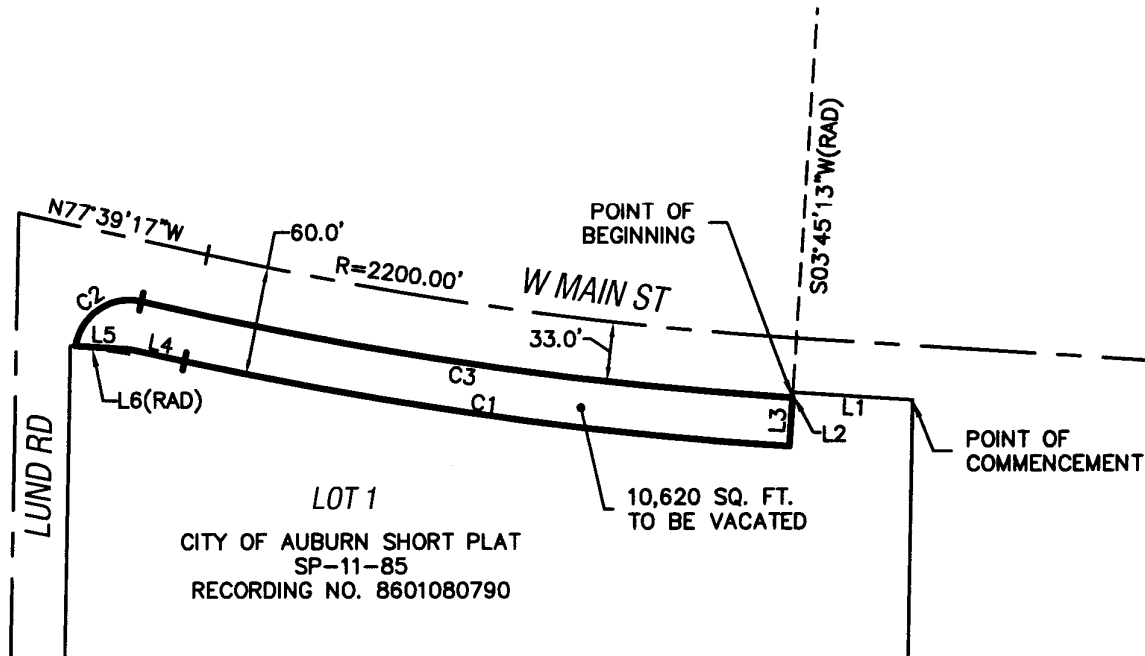
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°22'20" AN ARC LENGTH OF 365.27 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 10,620 SQUARE FEET, MORE OR LESS.

A PORTION OF THE NE 1/4 OF THE SW 1/4 OF  
SECTION 13, T21N, R4E, W.M.

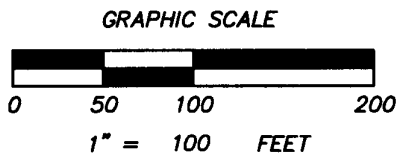


**EXHIBIT A**  
PAGE 2  
**RIGHT OF WAY VACATION DEPICTION**

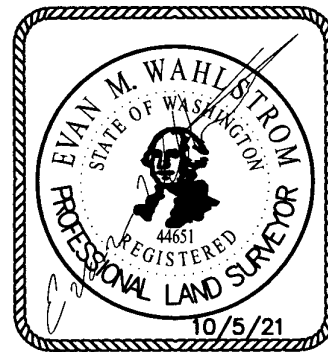


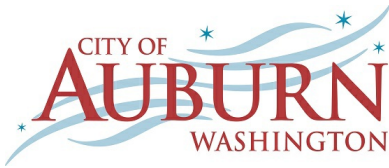
| CURVE | ARC LENGTH | RADIUS   | DELTA ANGLE |
|-------|------------|----------|-------------|
| C1    | 338.89'    | 2260.00' | 8°35'30"    |
| C2    | 49.24'     | 30.00'   | 94°02'01"   |
| C3    | 365.27'    | 2233.00' | 9°22'20"    |

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N86°14'47"W | 65.87'   |
| L2   | S03°45'13"W | 3.00'    |
| L3   | S03°45'13"W | 27.00'   |
| L4   | N77°39'17"W | 31.05'   |
| L5   | N86°14'47"W | 30.07'   |
| L6   | S80°54'28"E | 30.00'   |



A PORTION OF THE NE 1/4 OF THE SW 1/4 OF  
SECTION 13, T21N, R4E, W.M.





## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Ordinance No. 6896 (Thomas)

**Date:**

November 22, 2022

**Department:**

Finance

**Attachments:**

[Ordinance No. 6896 - Budget Amendment No. 7](#)

[BA #7 Schedule A Ordinance 6896](#)

[BA #7 Schedule B Ordinance 6896](#)

**Budget Impact:**

\$20,856,212 Budget Impact

**Administrative Recommendation:**

City Council to adopt Ordinance No. 6896.

**Background for Motion:**

This final budget amendment of the biennium accounts for a General Fund transfer to the Cumulative Reserve Fund, new revenue sources not previously budgeted, increases for new one-time programs, and capital project adjustments.

**Background Summary:**

Ordinance No. 6896 (Budget Amendment #7) represents the seventh and final amendment for the 2021-2022 biennium and the fourth budget amendment for 2022. This adjustment primarily accounts for a transfer to the City's Cumulative Reserve Fund, recognize new revenue, and requests for new programs which are entirely offset by new revenue. For details, see the attached transmittal memorandum and supporting materials.

**Reviewed by Council Committees:**

**Councilmember:** Baggett

**Staff:**

Thomas

**Meeting Date:** December 5, 2022

Item Number:

ORD.C

**ORDINANCE NO. 6896**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6794, THE 2021-2022 BIENNIAL OPERATING BUDGET ORDINANCE, AND ORDINANCE NO. 6796, THE 2021-2022 BIENNIAL CAPITAL BUDGET ORDINANCE, AS AMENDED BY ORDINANCE NO. 6815, ORDINANCE NO. 6827, ORDINANCE NO. 6836, ORDINANCE NO. 6837, ORDINANCE NO. 6850, AND ORDINANCE NO. 6878, AUTHORIZING AMENDMENT TO THE CITY OF AUBURN 2021-2022 BUDGET AS SET FORTH IN SCHEDULE "A" AND SCHEDULE "B"

WHEREAS, the Auburn City Council at its regular meeting of November 16, 2020, adopted Ordinances Nos. 6794 and 6796 which adopted the City of Auburn 2021-2022 biennial operating and capital budgets; and

WHEREAS, the Auburn City Council at its regular meeting of April 5, 2021, adopted Ordinance No. 6815 (BA#1) which amended Ordinances No. 6794 and 6796 which adopted the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of August 2, 2021, adopted Ordinance No. 6827 (BA#2) which amended Ordinance No. 6815 which amended the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of November 1, 2021, adopted Ordinances Nos. 6836 (BA#3) and 6837 (BA#4), both of which amended Ordinance No. 6827 which amended the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of March 21, 2022, adopted Ordinance No. 6850 (BA#5) which amended Ordinance No. 6827 which amended the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the Auburn City Council at its regular meeting of July 18, 2022, adopted Ordinance No. 6878 (BA#6) which amended Ordinance No. 6850 which amended the City of Auburn 2021-2022 Biennial budget; and

WHEREAS, the City of Auburn deems it necessary to appropriate additional funds to the various funds of the 2022 budget as outlined in this Ordinance (BA#7); and

WHEREAS, this Ordinance has been approved by one more than the majority of all councilpersons in accordance with RCW 35A.34.200.

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

**Section 1. Amendment of the 2021-2022 Biennial Budget.** The 2021-2022 Biennial Budget of the City of Auburn is amended pursuant to Chapter 35A.34 RCW, to reflect the revenues and expenditures as shown on Schedule “A” attached hereto and incorporated herein by reference. The Mayor of the City of Auburn, Washington is hereby authorized to utilize revenue and expenditure amounts shown on said Schedule “A” and Schedule “B”. A copy of said Schedule “A” and Schedule “B” is on file with the City Clerk and available for public inspection.

**Section 2. Severability.** The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application

of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

**Section 3. Implementation.** The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

**Section 4. Effective Date.** This Ordinance will take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kendra Comeau, City Attorney

PUBLISHED: \_\_\_\_\_

**Schedule A**  
**Summary of 2022 Budget Adjustments by Fund**  
**Budget Amendment #7 (Ordinance #6896)**

|                                                      | Beg. Fund<br>Balance | Revenues    | Expenditures | Ending Fund<br>Balance | OT/OG | Req<br>No |
|------------------------------------------------------|----------------------|-------------|--------------|------------------------|-------|-----------|
| <b>General Fund (#001)</b>                           |                      |             |              |                        |       |           |
| 2022 Adopted Budget                                  | 10,524,785           | 81,938,250  | 85,605,016   | 6,858,019              |       |           |
| Previous Budget Amendments                           | 24,832,583           | 3,670,126   | 9,214,614    | 19,288,095             |       |           |
| 2022 Amended Budget                                  | 35,357,368           | 85,608,376  | 94,819,630   | 26,146,114             |       |           |
| BA#7 (Ordinance #6896, Proposed):                    | -                    | 1,325,000   | 19,000,338   | (17,675,338)           |       |           |
| <b>Human Resources:</b>                              |                      |             |              |                        |       |           |
| Develop/Implement Emergency Ops Plans                | -                    | -           | 50,000       | (50,000)               | OT    | 001-01    |
| <b>Community Development:</b>                        |                      |             |              |                        |       |           |
| SKHHP Affordable Housing Tax Revenue                 | -                    | -           | 305,338      | (305,338)              | OT    | 001-02    |
| King County COVID-19 Recovery Grant                  | -                    | 100,000     | 100,000      | -                      | OT    | 001-03    |
| <b>Police Department:</b>                            |                      |             |              |                        |       |           |
| SAK Initiative Project grant                         | -                    | 45,000      | 45,000       | -                      | OT    | 001-04    |
| <b>Non Departmental:</b>                             |                      |             |              |                        |       |           |
| GF to CR Transfer                                    | -                    | -           | 18,500,000   | (18,500,000)           | OT    | 001-05    |
| Muckleshoot Casino Emergency Revenue                 | -                    | 1,180,000   | -            | 1,180,000              | OT    | 001-06    |
| Revised 2022 Budget - Fund 001                       | 35,357,368           | 86,933,376  | 113,819,968  | 8,470,776              |       |           |
| <b>Arterial Street Fund (#102)</b>                   |                      |             |              |                        |       |           |
| 2022 Adopted Budget                                  | 427,309              | 5,778,300   | 5,892,400    | 313,209                |       |           |
| Previous Budget Amendments                           | 2,283,179            | 5,562,337   | 7,150,168    | 695,348                |       |           |
| 2022 Amended Budget                                  | 2,710,488            | 11,340,637  | 13,042,568   | 1,008,557              |       |           |
| BA#7 (Ordinance #6896, Proposed):                    | -                    | (1,090,000) | (1,090,000)  | -                      |       |           |
| A Street Loop project -cp2117                        | -                    | 200,000     | 200,000      | -                      |       | 102-01    |
| 49th Street NE (AWN to D St NE)                      | -                    | (1,365,000) | (1,365,000)  | -                      |       | 102-02    |
| CP2112 – High Friction Surface Treatment Grant Funds | -                    | 75,000      | 75,000       | -                      |       | 102-03    |
| Revised 2022 Budget - Fund 102                       | 2,710,488            | 10,250,637  | 11,952,568   | 1,008,557              |       |           |
| <b>American Rescue Plan Act Fund Fund (#106)</b>     |                      |             |              |                        |       |           |
| 2022 Adopted Budget                                  | -                    | -           | -            | -                      |       |           |
| Previous Budget Amendments                           | 5,802,647            | 7,375,600   | 6,036,766    | 7,141,481              |       |           |
| 2022 Amended Budget                                  | 5,802,647            | 7,375,600   | 6,036,766    | 7,141,481              |       |           |
| BA#7 (Ordinance #6896, Proposed):                    | (5,802,647)          | (1,338,834) | -            | (7,141,481)            |       |           |
| ARPA Fund Balance                                    | (5,802,647)          | (1,338,834) | -            | (7,141,481)            | OT    | 106-01    |
| Revised 2022 Budget - Fund 106                       | -                    | 6,036,766   | 6,036,766    | -                      |       |           |

**Schedule A**  
**Summary of 2022 Budget Adjustments by Fund**  
**Budget Amendment #7 (Ordinance #6896)**

|                                              | Beg. Fund<br>Balance | Revenues    | Expenditures | Ending Fund<br>Balance | OT/OG | Req<br>No |
|----------------------------------------------|----------------------|-------------|--------------|------------------------|-------|-----------|
| <b>Cumulative Reserve Fund (#122)</b>        |                      |             |              |                        |       |           |
| 2022 Adopted Budget                          | 6,484,315            | 80,000      | 1,950,000    | 4,614,315              |       |           |
| Previous Budget Amendments                   | 4,069,452            | 2,029,800   | 492,200      | 5,607,052              |       |           |
| 2022 Amended Budget                          | 10,553,767           | 2,109,800   | 2,442,200    | 10,221,367             |       |           |
| BA#7 (Ordinance #6896, Proposed):            | -                    | 18,500,000  | -            | 18,500,000             |       |           |
| GF to CR Transfer                            | -                    | 18,500,000  | -            | 18,500,000             | OT    | 122-01    |
| Revised 2022 Budget - Fund 122               | 10,553,767           | 20,609,800  | 2,442,200    | 28,721,367             |       |           |
| <b>Mitigation Fees Fund (#124)</b>           |                      |             |              |                        |       |           |
| 2022 Adopted Budget                          | 9,372,642            | 1,161,900   | 5,851,450    | 4,683,092              |       |           |
| Previous Budget Amendments                   | 6,669,238            | -           | 1,238,344    | 5,430,894              |       |           |
| 2022 Amended Budget                          | 16,041,880           | 1,161,900   | 7,089,794    | 10,113,986             |       |           |
| BA#7 (Ordinance #6896, Proposed):            | -                    | -           | 200,000      | (200,000)              |       |           |
| A Street Loop project -cp2117                | -                    | -           | 200,000      | (200,000)              | OT    | 124-01    |
| Revised 2022 Budget - Fund 124               | 16,041,880           | 1,161,900   | 7,289,794    | 9,913,986              |       |           |
| <b>Parks Construction Fund (#321)</b>        |                      |             |              |                        |       |           |
| 2022 Adopted Budget                          | 1,031,996            | 3,483,950   | 3,730,050    | 785,896                |       |           |
| Previous Budget Amendments                   | 43,142               | (1,723,749) | (1,671,020)  | (9,587)                |       |           |
| 2022 Amended Budget                          | 1,075,138            | 1,760,201   | 2,059,030    | 776,309                |       |           |
| BA#7 (Ordinance #6896, Proposed):            | -                    | -           | 75,000       | (75,000)               |       |           |
| Sunset Park Playground Drainage Improvements | -                    | -           | 75,000       | (75,000)               | OT    | 321-01    |
| Revised 2022 Budget - Fund 321               | 1,075,138            | 1,760,201   | 2,134,030    | 701,309                |       |           |

**Schedule A**  
**Summary of 2022 Budget Adjustments by Fund**  
**Budget Amendment #7 (Ordinance #6896)**

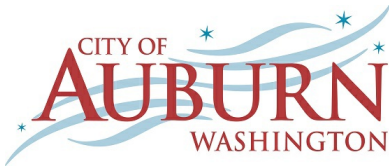
|                                                  | Beg. Fund<br>Balance | Revenues   | Expenditures | Ending Fund<br>Balance | OT/OG | Req<br>No |
|--------------------------------------------------|----------------------|------------|--------------|------------------------|-------|-----------|
| <b>Capital Improvements Fund (#328)</b>          |                      |            |              |                        |       |           |
| 2022 Adopted Budget                              | 4,037,304            | 3,109,910  | 3,689,210    | 3,458,004              |       |           |
| Previous Budget Amendments                       | 10,045,614           | 4,148,449  | 7,729,408    | 6,464,655              |       |           |
| 2022 Amended Budget                              | 14,082,918           | 7,258,359  | 11,418,618   | 9,922,659              |       |           |
| BA#7 (Ordinance #6896, Proposed):                | -                    | 1,970,000  | 4,617,160    | (2,647,160)            |       |           |
| Real Property purchase at 735 12th St SE, Auburn | -                    | -          | 2,550,000    | (2,550,000)            | OT    | 328-01    |
| Auburn Resource Center project                   | -                    | 1,970,000  | 1,970,000    | -                      | OT    | 328-02    |
| Downtown Plaza Park                              | -                    | -          | 97,160       | (97,160)               | OT    | 328-03    |
| Revised 2022 Budget - Fund 328                   | 14,082,918           | 9,228,359  | 16,035,778   | 7,275,499              |       |           |
| <b>Storm Drainage Fund (#432)</b>                |                      |            |              |                        |       |           |
| 2022 Adopted Budget                              | 10,263,121           | 10,951,870 | 9,283,281    | 11,931,710             |       |           |
| Previous Budget Amendments                       | 1,659,604            | -          | 1,053,495    | 606,109                |       |           |
| 2022 Amended Budget                              | 11,922,725           | 10,951,870 | 10,336,776   | 12,537,819             |       |           |
| BA#7 (Ordinance #6896, Proposed):                | -                    | -          | 144,480      | (144,480)              |       |           |
| Stormwater Management Action Plan                | -                    | -          | 144,480      | (144,480)              | OT    | 432-01    |
| Revised 2022 Budget - Fund 432                   | 11,922,725           | 10,951,870 | 10,481,256   | 12,393,339             |       |           |
| <b>Solid Waste Fund (#434)</b>                   |                      |            |              |                        |       |           |
| 2022 Adopted Budget                              | 5,578,288            | 18,629,600 | 18,719,680   | 5,488,208              |       |           |
| Previous Budget Amendments                       | (1,789,056)          | 130,000    | 594,900      | (2,253,956)            |       |           |
| 2022 Amended Budget                              | 3,789,232            | 18,759,600 | 19,314,580   | 3,234,252              |       |           |
| BA#7 (Ordinance #6896, Proposed):                | -                    | 6,357,500  | 7,210,300    | (852,800)              |       |           |
| 2022 Solid Waste Budget                          | -                    | 6,357,500  | 7,210,300    | (852,800)              | OT    | 434-01    |
| Revised 2022 Budget - Fund 434                   | 3,789,232            | 25,117,100 | 26,524,880   | 2,381,452              |       |           |
| <b>Airport Fund (#435)</b>                       |                      |            |              |                        |       |           |
| 2022 Adopted Budget                              | 1,608,781            | 1,507,100  | 2,878,847    | 237,034                |       |           |
| Previous Budget Amendments                       | (86,829)             | 750,000    | (363,252)    | 1,026,423              |       |           |
| 2022 Amended Budget                              | 1,521,952            | 2,257,100  | 2,515,595    | 1,263,457              |       |           |
| BA#7 (Ordinance #6896, Proposed):                | -                    | 266,000    | 292,000      | (26,000)               |       |           |
| Airport Fuel                                     | -                    | 266,000    | 292,000      | (26,000)               | OT    | 435-01    |
| Revised 2022 Budget - Fund 435                   | 1,521,952            | 2,523,100  | 2,807,595    | 1,237,457              |       |           |

**Schedule A**  
**Summary of 2022 Budget Adjustments by Fund**  
**Budget Amendment #7 (Ordinance #6896)**

|                                          | Beg. Fund<br>Balance | Revenues    | Expenditures | Ending Fund<br>Balance | OT/OG | Req<br>No |
|------------------------------------------|----------------------|-------------|--------------|------------------------|-------|-----------|
| <b>Cemetery Fund (#436)</b>              |                      |             |              |                        |       |           |
| 2022 Adopted Budget                      | 364,582              | 1,280,400   | 1,386,048    | 258,934                |       |           |
| Previous Budget Amendments               | 1,268,433            | 97,100      | 157,800      | 1,207,733              |       |           |
| 2022 Amended Budget                      | 1,633,015            | 1,377,500   | 1,543,848    | 1,466,667              |       |           |
| BA#7 (Ordinance #6896, Proposed):        | -                    | -           | 9,000        | (9,000)                |       |           |
| Cemetery Development -10th Addition      | -                    | -           | 9,000        | (9,000)                | OT    | 436-01    |
| Revised 2022 Budget - Fund 436           | 1,633,015            | 1,377,500   | 1,552,848    | 1,457,667              |       |           |
| <b>Airport Capital Fund (#465)</b>       |                      |             |              |                        |       |           |
| 2022 Adopted Budget                      | 129,157              | 1,847,420   | 1,780,440    | 196,137                |       |           |
| Previous Budget Amendments               | 40,178               | 603,480     | 603,480      | 40,178                 |       |           |
| 2022 Amended Budget                      | 169,335              | 2,450,900   | 2,383,920    | 236,315                |       |           |
| BA#7 (Ordinance #6896, Proposed):        | -                    | 660,193     | 660,193      | -                      |       |           |
| Runway Taxiway Rehab, RSA & PAPI project | -                    | 660,193     | 660,193      | -                      | OT    | 465-01    |
| Revised 2022 Budget - Fund 465           | 169,335              | 3,111,093   | 3,044,113    | 236,315                |       |           |
| <b>Cemetery Capital Fund (#466)</b>      |                      |             |              |                        |       |           |
| 2022 Adopted Budget                      | 9,683                | 1,000       | 100          | 10,583                 |       |           |
| Previous Budget Amendments               | (2,399)              | 45,700      | 45,700       | (2,399)                |       |           |
| 2022 Amended Budget                      | 7,284                | 46,700      | 45,800       | 8,184                  |       |           |
| BA#7 (Ordinance #6896, Proposed):        | -                    | 9,000       | 9,000        | -                      |       |           |
| Cemetery Development -10th Addition      | -                    | 9,000       | 9,000        | -                      | OT    | 466-01    |
| Revised 2022 Budget - Fund 466           | 7,284                | 55,700      | 54,800       | 8,184                  |       |           |
| <b>Grand Total - All Funds</b>           |                      |             |              |                        |       |           |
| 2022 Adopted Budget                      | 109,651,771          | 216,957,920 | 237,525,025  | 89,084,666             |       |           |
| Previous Budget Amendments               | 82,846,024           | 35,072,475  | 64,173,355   | 53,745,144             |       |           |
| 2022 Amended Budget                      | 192,497,795          | 252,030,395 | 301,698,380  | 142,829,810            |       |           |
| TOTAL BA#7 (Ordinance #6896, Proposed):  | (5,802,647)          | 26,658,859  | 31,127,471   | (10,271,259)           |       |           |
| Revised 2022 Budget                      | 186,695,148          | 278,689,254 | 332,825,851  | 132,558,551            |       |           |
|                                          |                      | 465,384,402 |              | 465,384,402            |       |           |

**Schedule B**  
**2022 Ending Fund Balance/Working Capital**  
**by Fund**

| <b>Fund</b>                                    | <b>2022<br/>Amended<br/>Beginning<br/>Balance</b> | <b>2022<br/>Amended<br/>Net Change in<br/>Fund Balance</b> | <b>BA#7<br/>(ORD #6896)<br/>Revenues</b> | <b>BA#7<br/>(ORD #6896)<br/>Expenditures</b> | <b>Revised<br/>Ending<br/>Balance</b> |
|------------------------------------------------|---------------------------------------------------|------------------------------------------------------------|------------------------------------------|----------------------------------------------|---------------------------------------|
| General Fund (#001)                            | 35,357,368                                        | (9,211,254)                                                | 1,325,000                                | (19,000,338)                                 | 8,470,776                             |
| Arterial Street Fund (#102)                    | 2,710,488                                         | (1,701,931)                                                | (1,090,000)                              | 1,090,000                                    | 1,008,557                             |
| Local Street Fund (#103)                       | 3,332,074                                         | (1,204,535)                                                | -                                        | -                                            | 2,127,539                             |
| Hotel/Motel Tax Fund (#104)                    | 433,129                                           | (8,210)                                                    | -                                        | -                                            | 424,919                               |
| Arterial Street Preservation Fund (#105)       | 3,133,696                                         | (1,648,564)                                                | -                                        | -                                            | 1,485,132                             |
| American Rescue Plan Act Fund (#106)           | 5,802,647                                         | 1,338,834                                                  | (7,141,481)                              | -                                            | -                                     |
| Drug Forfeiture Fund (#117)                    | 1,059,837                                         | (300,131)                                                  | -                                        | -                                            | 759,706                               |
| Housing & Comm Develop Fund (#119)             | 42,842                                            | -                                                          | -                                        | -                                            | 42,842                                |
| Recreation Trails Fund (#120)                  | 88,795                                            | 7,700                                                      | -                                        | -                                            | 96,495                                |
| BIA Fund (#121)                                | 186,202                                           | (34,600)                                                   | -                                        | -                                            | 151,602                               |
| Cumulative Reserve Fund (#122)                 | 10,553,767                                        | (332,400)                                                  | 18,500,000                               | -                                            | 28,721,367                            |
| Mitigation Fees Fund (#124)                    | 16,041,880                                        | (5,927,894)                                                | -                                        | (200,000)                                    | 9,913,986                             |
| City Hall Annex 2010 A&B Bond Fund (#230)      | -                                                 | -                                                          | -                                        | -                                            | -                                     |
| Local Revitalization 2010 C&D Bond Fund (#231) | -                                                 | -                                                          | -                                        | -                                            | -                                     |
| 2020 LTGO A&B Refunding Bonds Fund (#232)      | 381,987                                           | 695,420                                                    | -                                        | -                                            | 1,077,407                             |
| SCORE Debt Service Fund (#238)                 | -                                                 | -                                                          | -                                        | -                                            | -                                     |
| LID Guarantee Fund (#249)                      | 1,678                                             | 10                                                         | -                                        | -                                            | 1,688                                 |
| LID 350 Fund (#275)                            | 2,151                                             | (2,151)                                                    | -                                        | -                                            | -                                     |
| Golf/Cemetery 2016 Refunding Fund (#276)       | -                                                 | -                                                          | -                                        | -                                            | -                                     |
| Parks Construction Fund (#321)                 | 1,075,138                                         | (298,829)                                                  | -                                        | (75,000)                                     | 701,309                               |
| Capital Improvements Fund (#328)               | 14,082,918                                        | (4,160,259)                                                | 1,970,000                                | (4,617,160)                                  | 7,275,499                             |
| Local Revitalization Fund (#330)               | 316,579                                           | (72,248)                                                   | -                                        | -                                            | 244,331                               |
| Water Fund (#430)                              | 14,609,492                                        | (4,110,632)                                                | -                                        | -                                            | 10,498,860                            |
| Sewer Fund (#431)                              | 9,365,295                                         | (38,681)                                                   | -                                        | -                                            | 9,326,614                             |
| Storm Drainage Fund (#432)                     | 11,922,725                                        | 615,094                                                    | -                                        | (144,480)                                    | 12,393,339                            |
| Sewer Metro Sub Fund (#433)                    | 3,713,134                                         | 3,900                                                      | -                                        | -                                            | 3,717,034                             |
| Solid Waste Fund (#434)                        | 3,789,232                                         | (554,980)                                                  | 6,357,500                                | (7,210,300)                                  | 2,381,452                             |
| Airport Fund (#435)                            | 1,521,952                                         | (258,495)                                                  | 266,000                                  | (292,000)                                    | 1,237,457                             |
| Cemetery Fund (#436)                           | 1,633,015                                         | (166,348)                                                  | -                                        | (9,000)                                      | 1,457,667                             |
| Water Capital Fund (#460)                      | 6,820,039                                         | (5,494,130)                                                | -                                        | -                                            | 1,325,909                             |
| Sewer Capital Fund (#461)                      | 11,392,457                                        | (6,025,647)                                                | -                                        | -                                            | 5,366,810                             |
| Storm Drainage Capital Fund (#462)             | 11,705,042                                        | (7,302,324)                                                | -                                        | -                                            | 4,402,718                             |
| Airport Capital Fund (#465)                    | 169,335                                           | 66,980                                                     | 660,193                                  | (660,193)                                    | 236,315                               |
| Cemetery Capital Fund (#466)                   | 7,284                                             | 900                                                        | 9,000                                    | (9,000)                                      | 8,184                                 |
| Insurance Fund (#501)                          | 1,768,175                                         | (171,200)                                                  | -                                        | -                                            | 1,596,975                             |
| Workers' Comp Fund (#503)                      | 2,870,620                                         | 254,900                                                    | -                                        | -                                            | 3,125,520                             |
| Facilities Fund (#505)                         | 882,828                                           | (772,806)                                                  | -                                        | -                                            | 110,022                               |
| Innovation & Technology Fund (#518)            | 2,998,535                                         | (865,644)                                                  | -                                        | -                                            | 2,132,891                             |
| Equipment Rental Fund (#550)                   | 2,599,936                                         | (890,308)                                                  | -                                        | -                                            | 1,709,628                             |
| Equipment Rental Capital Fund (#560)           | 5,119,713                                         | (1,899,333)                                                | -                                        | -                                            | 3,220,380                             |
| IT Capital Fund (#568)                         | 650,654                                           | (564,467)                                                  | -                                        | -                                            | 86,187                                |
| Fire Pension Fund (#611)                       | 1,989,570                                         | (107,604)                                                  | -                                        | -                                            | 1,881,966                             |
| SKHHP Fund (#654)                              | 259,141                                           | 1,409,752                                                  | -                                        | -                                            | 1,668,893                             |
| Cemetery Endowment Fund (#701)                 | 2,106,447                                         | 64,130                                                     | -                                        | -                                            | 2,170,577                             |
|                                                |                                                   |                                                            |                                          |                                              |                                       |
| <b>Total</b>                                   | <b>192,497,795</b>                                | <b>(49,667,985)</b>                                        | <b>20,856,212</b>                        | <b>(31,127,471)</b>                          | <b>132,558,551</b>                    |



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Resolution No. 5689 (Gaub)

**Date:**

November 29, 2022

**Department:**

Public Works

**Attachments:**

[Resolution No. 5689](#)

[Exhibit A](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council adopt Resolution No. 5689.

**Background for Motion:**

Resolution 5689 adopts modifications to the current TIP to account for recent grant awards, additions, and changes to currently programmed projects.

**Background Summary:**

The Transportation Improvement Program (TIP) is a multiyear planning document for the development of transportation facilities within the City. Resolution 5689 would modify the current TIP to account for recent grant awards, additions, and changes to currently programmed projects that have occurred since the TIP was adopted in June of this year.

The proposed modifications to the 2023-2028 TIP were presented and discussed at the November 28, 2022 Council Study Session.

A public hearing for the TIP was set by consent agenda at the November 21, 2022 Council Meeting. The hearing is scheduled to be held at the December 5, 2022 Council Meeting in advance of the adoption of this resolution adopting the TIP.

**Reviewed by Council Committees:**

**Councilmember:** Stearns

**Staff:**

Gaub

**Meeting Date:** December 5, 2022

Item Number:

RES.A

**RESOLUTION NO. 5689**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN,  
WASHINGTON, APPROVING AND ADOPTING THE MODIFICATION OF  
THE 2023-2028 TRANSPORTATION IMPROVEMENT PROGRAM OF THE  
CITY OF AUBURN

WHEREAS, RCW 35.77.010 requires that the legislative body of each City prepare and adopt a comprehensive Transportation Improvement Program for the ensuing six years, but only after conducting a public hearing; and

WHEREAS, City staff has reviewed the Program to determine the City's transportation needs, and has prepared a proposed modified 2023-2028 City Transportation Improvement Program; and

WHEREAS, a public hearing to review the 2023-2028 Transportation Improvement Program for the City of Auburn was held on December 5, 2022, at the hour of 7:00 p.m. at the Auburn City Council meeting held in the Council Chambers at Auburn City Hall and virtually, pursuant to notice published in the legal newspaper of the City of Auburn on November 30, 2022.

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

**Section 1.** The modifications to the 2023-2028 comprehensive Transportation Improvement Program are adopted, which will be in substantial conformity with the attached Exhibit "A."

**Section 2.** The City Engineer of the City of Auburn shall file a certified copy of this Resolution and the Modified 2023-2028 Transportation Improvement Program with the Washington State Department of Transportation within 30 days of adoption.

**Section 3.** The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

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

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF AUBURN

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kendra Comeau, City Attorney

**Six Year Transportation Improvement Plan****TIP# I-10****ARTERIAL STREET FUND (102)**

Project Title: **R Street SE/21st Street SE Roundabout**  
 Project No: **TBD**  
 Project Type: **Capacity, Safety**  
 Project Manager: **Kim Truong**

**STIP# AUB-N/A**  
**CFP**

**LOS Corridor ID# 16****Description:**

The project will construct a single lane roundabout in place of the existing east/west stop-control on 21st Street SE. The project is needed to address an existing LOS deficiency, and will improve safety at the intersection.

**Progress Summary:**

This improvement was recommended in the R Street Corridor study which was completed during 2020. The City was awarded a WSDOT City Safety Grant in 2022 for 100% of the project costs.

**Future Impact on Operating Budget:**

The annual maintenance cost for this project is estimated to be \$500.

| Activity:                   | 2022 YE | Budget        |          |         | Forecast Project Cost |      |      |      | Total Project Cost |           |
|-----------------------------|---------|---------------|----------|---------|-----------------------|------|------|------|--------------------|-----------|
|                             |         | Prior to 2022 | Estimate | 2023    | 2024                  | 2025 | 2026 | 2027 |                    | 2028      |
| Funding Sources:            |         |               |          |         |                       |      |      |      |                    |           |
| Unrestricted Street Revenue | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -         |
| Secured Grant               | -       | -             | 185,000  | 115,000 | 1,367,000             | -    | -    | -    | -                  | 1,667,000 |
| Traffic Impact Fees         | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -         |
| Other                       | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -         |
| Total Funding Sources:      | -       | -             | 185,000  | 115,000 | 1,367,000             | -    | -    | -    | -                  | 1,667,000 |
| Capital Expenditures:       |         |               |          |         |                       |      |      |      |                    |           |
| Design                      | -       | -             | 185,000  | -       | -                     | -    | -    | -    | -                  | 185,000   |
| Right of Way                | -       | -             | -        | 115,000 | -                     | -    | -    | -    | -                  | 115,000   |
| Construction                | -       | -             | -        | -       | 1,367,000             | -    | -    | -    | -                  | 1,367,000 |
| Total Expenditures:         | -       | -             | 185,000  | 115,000 | 1,367,000             | -    | -    | -    | -                  | 1,667,000 |

**Six Year Transportation Improvement Plan****TIP# N-5****ARTERIAL STREET FUND (102)**

Project Title: **1st Street NE/NW and Division Street Pedestrian Improvements**  
 Project No: **TBD**  
 Project Type: **Non-motorized, Safety**  
 Project Manager: **TBD**

**STIP# AUB-N/A**  
**CFP**

**Description:**

The project will implement non-motorized improvements at the 1st Street NE/NW/N Division Street intersections in downtown Auburn. The proposed improvements will create a raised intersection to reduce speeds, and encourage motorists to yield to pedestrians using the crosswalks; add curb bulbs where they are not currently provided to reduce crossing distances and improve pedestrian visibility; construct new ADA complaint ramps; and both pedestrian level and street lighting improvements.

**Progress Summary:**

City was awarded a Federal grant in 2022 through PSRC King County Countywide program.

**Future Impact on Operating Budget:**

This project will have no impact on the operating budget for street maintenance.

| <b>Activity:</b> | <b>Funding Sources:</b>            | <b>2022 YE<br/>Prior to 2022<br/>Estimate</b> | <b>Budget</b> |             |                | <b>Forecast Project Costs</b> |             |             |                    | <b>Total Project Cost</b> |
|------------------|------------------------------------|-----------------------------------------------|---------------|-------------|----------------|-------------------------------|-------------|-------------|--------------------|---------------------------|
|                  |                                    |                                               | <b>2023</b>   | <b>2024</b> | <b>2025</b>    | <b>2026</b>                   | <b>2027</b> | <b>2028</b> | <b>Beyond 2028</b> |                           |
|                  | <i>Unrestricted Street Revenue</i> | -                                             | -             | -           | 20,000         | 105,000                       | -           | -           | -                  | 125,000                   |
|                  | <i>Secured Grant</i>               | -                                             | -             | -           | 80,000         | 420,000                       | -           | -           | -                  | 500,000                   |
|                  | <i>Traffic Impact Fees</i>         | -                                             | -             | -           | -              | -                             | -           | -           | -                  | -                         |
|                  | <i>REET 2</i>                      | -                                             | -             | -           | -              | -                             | -           | -           | -                  | -                         |
|                  | <i>Other</i>                       | -                                             | -             | -           | -              | -                             | -           | -           | -                  | -                         |
|                  | <b>Total Funding Sources:</b>      | -                                             | -             | -           | <b>100,000</b> | <b>525,000</b>                | -           | -           | -                  | <b>625,000</b>            |
|                  | <b>Capital Expenditures:</b>       |                                               |               |             |                |                               |             |             |                    |                           |
|                  | <i>Design</i>                      | -                                             | -             | -           | 100,000        | -                             | -           | -           | -                  | 100,000                   |
|                  | <i>Right of Way</i>                | -                                             | -             | -           | -              | -                             | -           | -           | -                  | -                         |
|                  | <i>Construction</i>                | -                                             | -             | -           | -              | 525,000                       | -           | -           | -                  | 525,000                   |
|                  | <b>Total Expenditures:</b>         | -                                             | -             | -           | <b>100,000</b> | <b>525,000</b>                | -           | -           | -                  | <b>625,000</b>            |

**Six Year Transportation Improvement Plan****TIP# N-10****CAPITAL IMPROVEMENT FUND (328)**

Project Title: **2023 City Safety Pedestrian Crossing Enhancements**  
 Project No: **TBD**  
 Project Type: **Non-Motorized**  
 Project Manager: **TBD**

**STIP# AUB-N/A**  
**CFP**

**Description:**

The project will install RRFBs at four locations around the City, at the SE 304th Street/116th Avenue intersection, on R Street SE to the north of 37th Street SE, at the S 296th Street/57th Place S intersection, and at M Street SE/33rd Street SE.

**Progress Summary:**

The City was awarded a WSDOT City Safety Grant in 2022. The grant funds 100% of the project cost.

**Future Impact on Operating Budget:**

This project will have no impact on the operating budget for street maintenance.

| Activity:                   | 2022 YE | Budget        |          |         | Forecast Project Cost |      |      |      | Total Project Cost |         |
|-----------------------------|---------|---------------|----------|---------|-----------------------|------|------|------|--------------------|---------|
|                             |         | Prior to 2022 | Estimate | 2023    | 2024                  | 2025 | 2026 | 2027 |                    | 2028    |
| Funding Sources:            |         |               |          |         |                       |      |      |      |                    |         |
| Unrestricted Street Revenue | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -       |
| Secured State Grant         | -       | -             | 80,000   | 520,000 | -                     | -    | -    | -    | -                  | 600,000 |
| REET 2                      | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -       |
| Other                       | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -       |
| Total Funding Sources:      | -       | -             | 80,000   | 520,000 | -                     | -    | -    | -    | -                  | 600,000 |
| Capital Expenditures:       |         |               |          |         |                       |      |      |      |                    |         |
| Design                      | -       | -             | 80,000   | -       | -                     | -    | -    | -    | -                  | 80,000  |
| Right of Way                | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -       |
| Construction                | -       | -             | -        | 520,000 | -                     | -    | -    | -    | -                  | 520,000 |
| Total Expenditures:         | -       | -             | 80,000   | 520,000 | -                     | -    | -    | -    | -                  | 600,000 |

**Six Year Transportation Improvement Plan****TIP# P-7****ARTERIAL PRESERVATION FUND (105)**

Project Title: **C Street SW Preservation (GSA Signal to Ellingson Road SE)**  
 Project No: **TBD**  
 Project Type: **Preservation**  
 Project Manager: **TBD**

**STIP# AUB-N/A**  
**CFP**

**Description:**

The project will grind and overlay C Street SW from the GSA signal (approximately 2,000 feet to the south of 15th Street SW) to Ellingson Road SE. The project also includes ADA upgrades to curb ramps and pedestrian push buttons, and replacement vehicle detection.

**Progress Summary:**

Grant funding for the construction phase of this project was awarded in 2022. The design phase will begin in 2024.

**Future Impact on Operating Budget:**

This project is anticipated to reduce the operating budget for street maintenance.

| <b>Activity:</b>                    | <b>2022 YE</b>       |                 | <b>Budget</b> |                |               | <b>Forecast Project Cost</b> |             |             |                    | <b>Total Project Cost</b> |
|-------------------------------------|----------------------|-----------------|---------------|----------------|---------------|------------------------------|-------------|-------------|--------------------|---------------------------|
|                                     | <b>Prior to 2022</b> | <b>Estimate</b> | <b>2023</b>   | <b>2024</b>    | <b>2025</b>   | <b>2026</b>                  | <b>2027</b> | <b>2028</b> | <b>Beyond 2028</b> |                           |
| <b>Funding Sources:</b>             |                      |                 |               |                |               |                              |             |             |                    |                           |
| <i>Arterial Preservation Fund</i>   | -                    | -               | -             | 198,000        | -             | -                            | -           | -           | -                  | 198,000                   |
| <i>Secured Grant</i>                | -                    | -               | -             | -              | -             | 865,000                      | -           | -           | -                  | 865,000                   |
| <i>Transportation Benefit Dist.</i> | -                    | -               | -             | -              | 28,000        | 865,000                      | -           | -           | -                  | 893,000                   |
| <b>Total Funding Sources:</b>       | -                    | -               | -             | <b>198,000</b> | <b>28,000</b> | <b>1,730,000</b>             | -           | -           | -                  | <b>1,956,000</b>          |
| <b>Capital Expenditures:</b>        |                      |                 |               |                |               |                              |             |             |                    |                           |
| <i>Design</i>                       | -                    | -               | -             | 198,000        | -             | -                            | -           | -           | -                  | 198,000                   |
| <i>Right of Way</i>                 | -                    | -               | -             | -              | 28,000        | -                            | -           | -           | -                  | 28,000                    |
| <i>Construction</i>                 | -                    | -               | -             | -              | -             | 1,730,000                    | -           | -           | -                  | 1,730,000                 |
| <b>Total Expenditures:</b>          | -                    | -               | -             | <b>198,000</b> | <b>28,000</b> | <b>1,730,000</b>             | -           | -           | -                  | <b>1,956,000</b>          |

**Six Year Transportation Improvement Plan****TIP# P-9****ARTERIAL STREET FUND (102)**

Project Title: **R Street SE Preservation (33rd Street SE to 37th Street SE)**  
 Project No: **CPXXXX**  
 Project Type: **Preservation**  
 Project Manager: **Kim Truong**

**STIP# AUB-N/A**  
**CFP**

**Description:**

The project will grind and overlay the pavement on R Street SE between 33rd Street SE and 37th Street SE. The project will also replace curb and gutter, replace the landscaping strip with wider sidewalk, and rechannelize the roadway to create a three-lane cross section with a center two-way left-turn lane and bike lanes. The revised channelization will improve access to/from the side streets serving the residential neighborhoods located alongside the corridor. This project scope was previously included as part of the scope of the R Street SW widening project.

**Progress Summary:**

The R Street Corridor study was completed during 2020. This project is based on the study recommendations.

**Future Impact on Operating Budget:**

This project is anticipated to reduce the operating budget for street maintenance.

| Activity:                   | 2022 YE | Budget        |          |         | Forecast Project Cost |      |      |      | Total Project Cost |         |
|-----------------------------|---------|---------------|----------|---------|-----------------------|------|------|------|--------------------|---------|
|                             |         | Prior to 2022 | Estimate | 2023    | 2024                  | 2025 | 2026 | 2027 |                    | 2028    |
| Funding Sources:            |         |               |          |         |                       |      |      |      |                    |         |
| Unrestricted Street Revenue | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -       |
| Arterial Street Fund (105)  | -       | 25,000        | 75,000   | 375,000 | -                     | -    | -    | -    | -                  | 475,000 |
| Unsecured Grant             | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -       |
| Traffic Impact Fees         | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -       |
| Other (Icon)                | -       | -             | -        | 125,000 | -                     | -    | -    | -    | -                  | 125,000 |
| Total Funding Sources:      | -       | 25,000        | 75,000   | 500,000 | -                     | -    | -    | -    | -                  | 600,000 |
| Capital Expenditures:       |         |               |          |         |                       |      |      |      |                    |         |
| Design                      | -       | 25,000        | 75,000   | -       | -                     | -    | -    | -    | -                  | 100,000 |
| Right of Way                | -       | -             | -        | -       | -                     | -    | -    | -    | -                  | -       |
| Construction                | -       | -             | -        | 500,000 | -                     | -    | -    | -    | -                  | 500,000 |
| Total Expenditures:         | -       | 25,000        | 75,000   | 500,000 | -                     | -    | -    | -    | -                  | 600,000 |

**Six Year Transportation Improvement Plan****TIP# P-10****ARTERIAL PRESERVATION FUND (105)**

Project Title: **A Street SE Preservation (37th Street SE to Lakeland Hills Way)**  
 Project No: **TBD**  
 Project Type: **Preservation**  
 Project Manager: **TBD**

**STIP# AUB-N/A**  
**CFP**

**Description:**

The project will grind and overlay A Street SE from 37th Street SE to the intersection with Lakeland Hills Way (the southern paving limit is to the north of the Lakeland Hills intersection which is included in the regional application for East Valley Highway widening). The project limits include a portion of A Street SE which is located in the City of Pacific. Auburn and Pacific are partnering on the project to include this segment as part of the project. The project also includes ADA upgrades to curb ramps, pedestrian push buttons, and replacement of vehicle detection at signalized intersections.

**Progress Summary:**

Grant funding for the construction phase of this project was awarded in 2022. The design phase will begin in 2023.

**Future Impact on Operating Budget:**

This project is anticipated to reduce the operating budget for street maintenance.

| <b>Activity:</b>              | <b>Prior to 2022</b> | <b>2022 YE Estimate</b> | <b>Budget</b>  |               |                  | <b>Forecast Project Cost</b> |             |             |                    | <b>Total Project Cost</b> |
|-------------------------------|----------------------|-------------------------|----------------|---------------|------------------|------------------------------|-------------|-------------|--------------------|---------------------------|
|                               |                      |                         | <b>2023</b>    | <b>2024</b>   | <b>2025</b>      | <b>2026</b>                  | <b>2027</b> | <b>2028</b> | <b>Beyond 2028</b> |                           |
| <b>Funding Sources:</b>       |                      |                         |                |               |                  |                              |             |             |                    |                           |
| Arterial Preservation Fund    | -                    | -                       | 183,000        | 27,000        | -                | -                            | -           | -           | -                  | 210,000                   |
| Secured Grant                 | -                    | -                       | -              | -             | 905,000          | -                            | -           | -           | -                  | 905,000                   |
| Transportation Benefit Dist.  | -                    | -                       | -              | -             | 854,000          | -                            | -           | -           | -                  | 854,000                   |
| Other (City of Pacific)       | -                    | -                       | 14,000         | -             | 51,000           | -                            | -           | -           | -                  | 65,000                    |
| <b>Total Funding Sources:</b> | -                    | -                       | <b>197,000</b> | <b>27,000</b> | <b>1,810,000</b> | -                            | -           | -           | -                  | <b>2,034,000</b>          |
| <b>Capital Expenditures:</b>  |                      |                         |                |               |                  |                              |             |             |                    |                           |
| Design                        | -                    | -                       | 197,000        | -             | -                | -                            | -           | -           | -                  | 197,000                   |
| Right of Way                  | -                    | -                       | -              | 27,000        | -                | -                            | -           | -           | -                  | 27,000                    |
| Construction                  | -                    | -                       | -              | -             | 1,810,000        | -                            | -           | -           | -                  | 1,810,000                 |
| <b>Total Expenditures:</b>    | -                    | -                       | <b>197,000</b> | <b>27,000</b> | <b>1,810,000</b> | -                            | -           | -           | -                  | <b>2,034,000</b>          |

**Six Year Transportation Improvement Plan****TIP# R-13****ARTERIAL STREET FUND (102)**

Project Title: **R Street SE Widening (22nd Street SE to 33rd Street SE)**  
 Project No: **CP2116**  
 Project Type: **Capacity**  
 Project Manager: **Kim Truong**

**STIP# AUB-N/A**  
**CFP**

**LOS Corridor ID# 16, 27****Description:**

The project will construct a second southbound through lane between 22nd Street SE and 33rd Street SE and a new signal at the 29th Street SE intersection. The improvements are needed to address the existing LOS deficiency at this intersection during the weekday PM peak hour.

**Progress Summary:**

The R Street Corridor study was completed during 2020. This project is based on the study recommendations. With the award of grant funding for the roundabout at the R Street SE/21st Street SE intersection (I-10), and an enhanced pedestrian crossing at R Street SE/37th Street SE (N-10) the schedule of this project has been revised to reflect the need to complete those project in advance of the widening project. The previous TIP number of I-8 was updated to R-13 to better reflect the project scope.

**Future Impact on Operating Budget:**

The project will not have a significant impact on the operating budget for street maintenance.

| <b>Activity:</b>              | <b>2022 YE</b>       |                 | <b>Budget</b>  |                |                | <b>Forecast Project Cost</b> |             |             |                    | <b>Total Project Cost</b> |
|-------------------------------|----------------------|-----------------|----------------|----------------|----------------|------------------------------|-------------|-------------|--------------------|---------------------------|
|                               | <b>Prior to 2022</b> | <b>Estimate</b> | <b>2023</b>    | <b>2024</b>    | <b>2025</b>    | <b>2026</b>                  | <b>2027</b> | <b>2028</b> | <b>Beyond 2028</b> |                           |
| <b>Funding Sources:</b>       |                      |                 |                |                |                |                              |             |             |                    |                           |
| Unrestricted Street Revenue   | -                    | -               | -              | -              | -              | -                            | -           | -           | -                  | -                         |
| Arterial Street Fund (105)    | -                    | -               | -              | -              | -              | -                            | -           | -           | -                  | -                         |
| Unsecured Grant               | -                    | -               | -              | -              | -              | -                            | -           | -           | -                  | -                         |
| Traffic Impact Fees           | 750,000              | 100,000         | 175,000        | 250,000        | 250,000        | 3,500,000                    | -           | -           | -                  | 5,025,000                 |
| Other (Icon)                  | -                    | -               | -              | -              | -              | -                            | -           | -           | -                  | -                         |
| <b>Total Funding Sources:</b> | <b>750,000</b>       | <b>100,000</b>  | <b>175,000</b> | <b>250,000</b> | <b>250,000</b> | <b>3,500,000</b>             | <b>-</b>    | <b>-</b>    | <b>-</b>           | <b>5,025,000</b>          |
| <b>Capital Expenditures:</b>  |                      |                 |                |                |                |                              |             |             |                    |                           |
| Design                        | 750,000              | 100,000         | 175,000        | -              | -              | -                            | -           | -           | -                  | 1,025,000                 |
| Right of Way                  | -                    | -               | -              | 250,000        | 250,000        | -                            | -           | -           | -                  | 500,000                   |
| Construction                  | -                    | -               | -              | -              | -              | 3,500,000                    | -           | -           | -                  | 3,500,000                 |
| <b>Total Expenditures:</b>    | <b>750,000</b>       | <b>100,000</b>  | <b>175,000</b> | <b>250,000</b> | <b>250,000</b> | <b>3,500,000</b>             | <b>-</b>    | <b>-</b>    | <b>-</b>           | <b>5,025,000</b>          |

**Six Year Transportation Improvement Plan****TIP# R-16****ARTERIAL STREET FUND (102)**

Project Title: **Regional Growth Center Access Improvements**  
 Project No: **CP2110**  
 Project Type: **Capacity**  
 Project Manager: **Seth Wickstrom**

**STIP# AUB-N/A**  
**CFP**

**LOS Corridor ID# 2****Description:**

The project will construct a northbound left-turn lane and a northbound/southbound crosswalk at the 3rd Street NE/Auburn Avenue intersection, and realign the 4th Street NE/Auburn Way N intersection to eliminate the split phase signal operation improving circulation and access. The project will improve traffic operations, safety, and circulation for both vehicles and non-motorized users.

**Progress Summary:**

Grant funding for the design and construction phases was awarded from Sound Transit in 2019. The design phase of the project has been initiated, and is currently underway.

**Future Impact on Operating Budget:**

The project will not have a significant impact on the operating budget for street maintenance.

| <b>Activity:</b>                     | <b>2022 YE</b>       |                 | <b>Budget</b>  |                  |             | <b>Forecast Project Costs</b> |             |             |                    | <b>Total Project Cost</b> |
|--------------------------------------|----------------------|-----------------|----------------|------------------|-------------|-------------------------------|-------------|-------------|--------------------|---------------------------|
|                                      | <b>Prior to 2022</b> | <b>Estimate</b> | <b>2023</b>    | <b>2024</b>      | <b>2025</b> | <b>2026</b>                   | <b>2027</b> | <b>2028</b> | <b>Beyond 2028</b> |                           |
| <b>Funding Sources:</b>              |                      |                 |                |                  |             |                               |             |             |                    |                           |
| <i>Unrestricted Street Revenue</i>   | -                    | -               | -              | -                | -           | -                             | -           | -           | -                  | -                         |
| <i>Arterial Street Fund (105)</i>    | -                    | -               | -              | 286,000          | -           | -                             | -           | -           | -                  | 286,000                   |
| <i>Secured Grant (Sound Transit)</i> | 64,682               | 260,318         | -              | 1,300,000        | -           | -                             | -           | -           | -                  | 1,625,000                 |
| <i>Traffic Impact Fees</i>           | 16,170               | 68,830          | 100,000        | 2,117,854        | -           | -                             | -           | -           | -                  | 2,302,854                 |
| <i>Other (Private Development)</i>   | -                    | -               | -              | 96,146           | -           | -                             | -           | -           | -                  | 96,146                    |
| <b>Total Funding Sources:</b>        | <b>80,852</b>        | <b>329,148</b>  | <b>100,000</b> | <b>3,800,000</b> | -           | -                             | -           | -           | -                  | <b>4,310,000</b>          |
| <b>Capital Expenditures:</b>         |                      |                 |                |                  |             |                               |             |             |                    |                           |
| <i>Design</i>                        | 80,852               | 329,148         | -              | -                | -           | -                             | -           | -           | -                  | 410,000                   |
| <i>Right of Way</i>                  | -                    | -               | 100,000        | -                | -           | -                             | -           | -           | -                  | 100,000                   |
| <i>Construction</i>                  | -                    | -               | -              | 3,800,000        | -           | -                             | -           | -           | -                  | 3,800,000                 |
| <b>Total Expenditures:</b>           | <b>80,852</b>        | <b>329,148</b>  | <b>100,000</b> | <b>3,800,000</b> | -           | -                             | -           | -           | -                  | <b>4,310,000</b>          |

**Six Year Transportation Improvement Plan****TIP# R-26****ARTERIAL STREET FUND (102)**

Project Title: **E Valley Highway Widening**  
 Project No: **TBD**  
 Project Type: **Capacity**  
 Project Manager: **TBD**

**STIP# AUB-N/A**  
**CFP**

**LOS Corridor ID# 10****Description:**

This project will widen E Valley Highway between Lakeland Hills Way and Terrace View Drive SE, approximately 0.6 miles. The roadway will have a four/five lane cross section with a trail connection along the east side. Other project elements include storm improvements, illumination and ITS. The project will provide congestion relief along the corridor and provide access for non-motorized users.

**Progress Summary:**

Grant funding for the design phase of the project was awarded in 2022. The design phase will begin in 2023.

**Future Impact on Operating Budget:**

The project will not have a significant impact on the operating budget for street maintenance.

| <b>Activity:</b>                   | <b>2022 YE</b>       |                 | <b>Budget</b>  |                |                | <b>Forecast Project Cost</b> |                  |                  |                    | <b>Total Project Cost</b> |
|------------------------------------|----------------------|-----------------|----------------|----------------|----------------|------------------------------|------------------|------------------|--------------------|---------------------------|
|                                    | <b>Prior to 2022</b> | <b>Estimate</b> | <b>2023</b>    | <b>2024</b>    | <b>2025</b>    | <b>2026</b>                  | <b>2027</b>      | <b>2028</b>      | <b>Beyond 2028</b> |                           |
| <b>Funding Sources:</b>            |                      |                 |                |                |                |                              |                  |                  |                    |                           |
| <i>Unrestricted Street Revenue</i> | -                    | -               | -              | -              | -              | -                            | -                | -                | -                  | -                         |
| <i>Secured Grant</i>               | -                    | -               | 525,000        | 525,000        | -              | -                            | -                | -                | -                  | 1,050,000                 |
| <i>Unsecured Grant</i>             | -                    | -               | -              | -              | -              | -                            | 2,250,000        | 2,250,000        | -                  | 4,500,000                 |
| <i>Traffic Impact Fees</i>         | -                    | -               | 175,000        | 175,000        | 500,000        | -                            | 1,450,000        | 1,450,000        | -                  | 3,750,000                 |
| <i>Other (Developer)</i>           | -                    | -               | -              | -              | -              | -                            | -                | -                | -                  | -                         |
| <b>Total Funding Sources:</b>      | -                    | -               | <b>700,000</b> | <b>700,000</b> | <b>500,000</b> | -                            | <b>3,700,000</b> | <b>3,700,000</b> | -                  | <b>9,300,000</b>          |
| <b>Capital Expenditures:</b>       |                      |                 |                |                |                |                              |                  |                  |                    |                           |
| <i>Design</i>                      | -                    | -               | 700,000        | 700,000        | -              | -                            | -                | -                | -                  | 1,400,000                 |
| <i>Right of Way</i>                | -                    | -               | -              | -              | 500,000        | -                            | -                | -                | -                  | 500,000                   |
| <i>Construction</i>                | -                    | -               | -              | -              | -              | -                            | 3,700,000        | 3,700,000        | -                  | 7,400,000                 |
| <b>Total Expenditures:</b>         | -                    | -               | <b>700,000</b> | <b>700,000</b> | <b>500,000</b> | -                            | <b>3,700,000</b> | <b>3,700,000</b> | -                  | <b>9,300,000</b>          |



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Resolution No. 5691 (Faber)

**Date:**

November 17, 2022

**Department:**

Parks, Art, and Recreation

**Attachments:**

[Resolution No. 5691](#)  
[Auburn Symphony Orchestra Contract for Services](#)

**Budget Impact:**

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

**Administrative Recommendation:**

City Council to approve Resolution No. 5691.

**Background for Motion:**

The City of Auburn supports the Auburn Symphony Orchestra and their presence in Auburn contributes to the economy. It is proposed that the City enters into a contract with the Auburn Symphony Orchestra for a scope of services that covers marketing, outreach, and amplification of the arts.

**Background Summary:**

The City of Auburn has supported the Auburn Symphony Orchestra for the past several years to assist in promoting and marketing Auburn as a destination for arts and events that in turn contribute to the economy. Performing art programs serve as an economic driver and the activities of the Auburn Symphony Orchestra assists in that effort. For 2023, it is proposed that the City enters into a contract with the Auburn Symphony Orchestra with a specific scope of services for marketing, outreach and audience building, and amplification of the arts.

**Reviewed by Council Committees:**

**Councilmember:** Stearns

**Staff:** Faber

**Meeting Date:** December 5, 2022

**Item Number:** RES.B

## **RESOLUTION NO. 5691**

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

WHEREAS, the City is interested in promoting and marketing Auburn as a tourist destination and as a location for individuals to enjoy the arts; and

WHEREAS, the Auburn Symphony Orchestra provides performances that attract tourists, patrons of the arts, and classical music enthusiasts; and

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

WHEREAS, contracting with the Auburn Symphony Orchestra to promote orchestra events and performances benefits the city as it increases visitors to the city, encourages tourism, enhances the City's image, and advances the city's economy.

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

**Section 1.** The mayor is authorized to execute an Agreement between the City and the Auburn Symphony Orchestra, which agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

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

Dated and Signed: \_\_\_\_\_

CITY OF AUBURN

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kendra Comeau, City Attorney



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

THIS CONTRACT is made and entered into on the \_\_\_\_ day of **December**, 2022, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (the “City”), and the AUBURN SYMPHONY ORCHESTRA, a not-for-profit corporation organized pursuant to 26 U.S.C. 501 (C)(3)(the “Service Provider” or “ASO” and collectively, the “Parties”).

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

1. **SCOPE OF SERVICES BY SERVICE PROVIDER** The Service Provider will engage, enrich and inspire our community through artistically vibrant performances; will uphold the highest artistic and professional standards; will present a broad range of repertoire; will serve a wide and diverse audience; and will provide quality educational experiences for all ages. Service Provider will provide classical music opportunities to area youth through reduced ticket prices to concerts as well as outreach to Auburn area schools. Service Provider will actively participate in community events and include City of Auburn logo in all applicable promotional materials. Service Provider will comply with requirements listed in Attachment “A.”
2. **TERM OF CONTRACT:** The Term of this Contract will be from January 1, 2023, through December 31, 2023.
3. **COMPENSATION TO SERVICE PROVIDER:**
  - a. The Parties understand that the Service Provider operates on a fiscal year that runs from July 1 through the following June 30, and that its concert season is consistent with its fiscal year. The City’s fiscal year is from January 1 through the following December 31. The Parties agree that the marketing services provided throughout the year are adequate consideration for the City to pay the Service Provider its full consideration due for the calendar year by the end of June each year in order to support the Service Provider’s budget cycle.
  - b. The total contract is for \$75,000 per calendar year, which will be paid as set forth in Attachment “B.” These payments will be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary to complete the work.
  - c. **Invoicing and Reports.** The Service Provider will submit invoices and reports not later than 30 calendar days before payment is due. For each reporting period, the Service Provider will provide report outlining how the Service Provider met the performance measures set forth in this Agreement.
4. **NON-APPROPRIATION OF FUNDS:** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this

Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. **RECORDS INSPECTION AND AUDIT.** All payments will be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement will be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement. If any litigation, claim, dispute, or audit is initiated before the expiration of the three (3) year period, all records and books of account pertaining to any work performed under this Agreement will be retained until all litigation, claims, disputes, or audits are resolved.
6. **CONTINUATION OF PERFORMANCE.** In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Service Provider agrees that, notwithstanding such dispute or conflict, the Service Provider shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Nothing in this section is intended to restrict or otherwise limit the Parties rights of termination set forth elsewhere in this Contract.
7. **CONTRACT ADMINISTRATION:** This Contract will be administered by Auburn Symphony Orchestra Manager on behalf of the Service Provider and by Mayor or the Mayor's designee on behalf of the City. Any written notices required by terms of this Contract will be served or mailed to the following addressees unless changed by written notice to the other Party:

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

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

8. **NOTICES:** All notices or communications permitted or required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered in person or sent by regular mail, postage prepaid, [by certified mail, return receipt requested,] and addressed, if to a party of this Agreement, to the address for the party set forth above. If addressed to a non-party, the notice will be sent, in the foregoing manner, to the address designated by a party to this Agreement.
9. **INSURANCE:** The Service provider shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereby by Service Provider, its agents, representatives, or employees, without interruption from commencement of the Service provider's work through the term of the contract and for thirty (30) days after the completion of this contract date, unless otherwise indicated.
  - A. **No Limitation.** The Service provider's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Service provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance. The Service provider's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance will be at least as broad as ISO occurrence form CG 00 01 and will cover liability arising from premises, operations, stop-gap independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City will be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO Additional Insured endorsement CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance. The Service provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

D. City Full Availability of Service provider Limits. If the Service provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Service provider, irrespective of whether such limits maintained by the Service provider are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Service provider.

E. Other Insurance Provision. The Service provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Service provider's insurance and shall not contribute with it.

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

G. Verification of Coverage. The Service provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

limited to the additional insured endorsements, evidencing the insurance requirements of the Service provider before commencement of the work. Upon request by the City, the Service provider shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subservice providers' coverage.

- H. Subservice providers' Insurance. The Service provider shall cause each and every Subservice provider to provide insurance coverage that complies with all applicable requirements of the Service provider-provided insurance as set forth herein, except the Service provider shall have sole responsibility for determining the limits of coverage required to be obtained by Subservice providers. The Service provider shall ensure that the City is an additional insured on each and every Subservice provider's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- I. Notice of Cancellation. The Service provider shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- J. Failure to Maintain Insurance. Failure on the part of the Service provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Service provider to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service provider from the City.

10. INDEMNIFICATION: Service Provider will defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. RESTRICTION AGAINST ASSIGNMENT: Service Provider will not assign this Contract or any interest nor any money due or to become due without first obtaining the written consent of the City. Service Provider will not subcontract any part of the services to be performed without first obtaining the written consent of the City.

12. AMENDMENT MODIFICATION OR WAIVER: No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid or of any effect unless made in writing, signed by the party or parties to be bound, or the party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver, approval or acceptance, or payment by any party will not affect or impair that party's rights arising from any default by the other party.
13. TERMINATION AND SUSPENSION: Either Party may terminate this Contract upon ninety (90) days written notice to the other Party. If the Service Provider has performed services pursuant to the Contract, the Service Provider will be compensated for such services in accordance with the rate of compensation provided in Attachment "B."
14. PARTIES IN INTEREST: This Contract will be binding upon and the benefits and obligations provided for inure to and bind the Parties and their respective successors and assigns provided that this section will not be deemed to permit any transfer or assignment otherwise prohibited by this Contract. This Contract is for the exclusive benefit of the Parties and it does not create a contractual relationship with or for the benefit of any third party, including contractors, subcontractors, and their sureties.
15. COSTS TO PREVAILING PARTY: In the event of litigation or other legal action to enforce any rights responsibilities or obligations under this Contract, the prevailing Party will be entitled to receive its reasonable costs and attorney's fees.
16. FORCE MAJEURE: Any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by any act not within the control of a party such as fire, cyber/ransomware attack, earthquake, flood, explosion, actions of the elements, riots, mob violence, strikes, pandemic, lockouts, and emergency orders of the state or federal government.
17. INDEPENDENT CONTRACTOR. The Provider will perform the services as an independent contractor and will not be deemed, by virtue of this Agreement and performance of its provisions, to have entered into any partnership, joint venture, employment or other relationship with the City. Nothing in this Agreement creates any contractual relationship between the Provider's employee, agent, or subcontractor and the City.
18. APPLICABLE LAW: This Contract and the rights of the Parties will be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action will be King County, Washington. The Parties agree and understand that any applicable statute of limitation will commence no later than the substantial completion by the Service Provider of the services.
19. CAPTIONS HEADINGS AND TITLES: All captions headings or titles in the paragraphs or sections of this Contract are inserted for convenience of reference only and shall not constitute a part of this Contract or act as a limitation of the scope of the particular paragraph or sections to which they apply As used herein where appropriate the singular shall include

the plural and vice versa and masculine feminine and neuter expressions shall be interchangeable Interpretation or construction of this Contract shall not be affected by any determination as to who is the drafter of this Contract this Contract having been drafted by mutual agreement of the Parties.

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

21. ENTIRE AGREEMENT: This Contract contains the entire understanding of the Parties and supersedes all prior agreements contracts and understandings between the Parties with respect to such subject matter.

22. COUNTERPARTS: This Contract may be executed in multiple counterparts and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

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

AUBURN SYMPHONY ORCHESTRA

CITY OF AUBURN

\_\_\_\_\_  
Title:\_\_\_\_\_

\_\_\_\_\_  
Nancy Backus, Mayor

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kendra Comeau, City Attorney

**ATTACHMENT A**  
**Scope of Services**

**Scope of Work:**

1. Auburn Symphony Orchestra (ASO) will engage, enrich and inspire our community through artistically vibrant performances; will uphold the highest artistic and professional standards; will present a broad range of repertoire; will serve a wide and diverse audience; and will provide quality educational experiences for all ages.
2. ASO will produce, if health and safety protocols allow, a minimum of eight programs digitally distributed and/or with a live audience.
3. ASO will work to contribute to the economy of Auburn via the Arts.
4. ASO will conduct outreach into Auburn public schools and offer reduced price student tickets.
5. ASO will conduct outreach to new audiences through programming and marketing efforts.
6. Participate in community events and/or festivals as health and safety protocols allow through hosting a booth and/or partnering to present programming as part of the event program.

**Service Provider Agrees to:**

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

**ATTACHMENT B**  
**Compensation**

**Payment Schedule**

Phase I: To be completed by January 31, 2023. Not to Exceed \$25,000.00 upon receipt or completion of the following:

- Full execution of this contract
- Receipt of completed invoice
- Receipt of schedule of activities and programming for 2022-23 performing arts season
- Submission of a collection of printed and digital advertising material and copies of paid advertisements completed between June 2022 and January 2023<sup>1</sup>
- Attendance reports for concerts (from September 2022 through January 31, 2023); including zip code demographic summary of patrons and student discount tickets claimed, and tracking of new versus returning attendees. For virtual/digital concerts, please include metrics from YouTube and other social media showing reach, hours watched and any other metrics showcasing viewership.
- Outline summary of outreach activities and community participation efforts
- Receipt of annual report from prior ASO fiscal year and
- Submission of marketing plan and budget for ASO 2022-2023 performing arts season.

Phase II: To be completed by March 31, 2023. Not to exceed \$25,000.00 upon receipt or completion of the following:

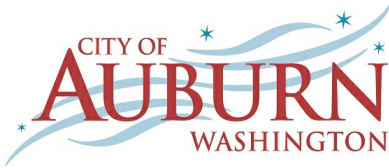
- Receipt of completed invoice
- Submission of a collection of printed and digital advertising material and copies of paid advertisements completed between January 2023 and March 2023
- Attendance reports for ASO concerts (from February 1-March 31, 2023); including zip code demographic summary of patrons and student discount tickets claimed, and tracking of new versus returning attendees. For virtual/digital concerts, please include metrics from YouTube and other social media showing reach, hours watched and any other metrics showcasing viewership.
- Outline summary of outreach activities and community participation efforts.

Phase III: To be completed by June 5, 2023. Not to exceed \$25,000.00 upon receipt or completion of the following:

- Receipt of completed invoice
- Submission of a collection of printed and digital advertising material and copies of paid advertisements completed between March 2023 and June 5, 2023
- Attendance reports for ASO concerts (from March 31-June 4, 2023); including zip code demographic summary of patrons and student discount tickets claimed, and tracking of new versus returning attendees. For virtual/digital concerts, please include metrics from YouTube and other social media showing reach, hours watched and any other metrics showcasing viewership.
- Outline summary of outreach activities and community participation efforts and
- Summary of annual fundraiser.

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<sup>1</sup> NOTE: While this Contract covers performances in 2022 and 2023, references are made to the ASO's 2022-2023 season, which includes periods covered in this Contract.



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Resolution No. 5692 (Comeau)

**Date:**

November 29, 2022

**Department:**

Legal

**Attachments:**

[Resolution No. 5692](#)

[Exhibit A - Madrone Pacific LLC / City of Auburn](#)

[PSA](#)

[PIN 333990-0035 Property Information Profile](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council to approve Resolution No. 5692.

**Background for Motion:**

City staff recommend the adoption of Resolution 5692, declaring that portion of King County parcel number 333990-0035 legally described in Resolution 5692 Section 1 as surplus to the needs of the City and authorizing the Mayor to enter into a purchase and sale agreement with Madrone Pacific, LLC for the surplus property.

**Background Summary:**

The City purchased parcel 333990-0035 for \$819.00 in 1989 (SWD 8902271022) likely to accommodate improvements to Harvey Road NE.

The southwesterly 9.5ft of the parcel is improved with sidewalk (Right of Way) and utility improvements, while the remainder of the parcel is unimproved land. The unimproved portion of the parcel is approximately 186 square feet. City staff have researched and reviewed the City parcel and have identified no current or future need of the unimproved portion of the City's parcel.

Madrone Pacific, LLC owns neighboring King County parcel 333990-0075 and intends to develop a medical office building under FAC22-0011. Madrone has offered the City \$1,000.00 for the 186 square foot unimproved portion of the City's parcel. Due to its location, not selling the unimproved portion of the City's parcel to Madrone will likely have negative impacts and implications on Madrone's proposed medical office development. The Madrone offered sales price for the unimproved portion of the City's parcel is considered by City staff to be a fair price. The City will also benefit from the economic impact generated from the construction and operation of the proposed development, where the City stands to realize sales tax revenue from the development's construction, increased property tax values and collection for commercially improved land, the addition of living-wage jobs created through both the construction and operations of the development, and the increase in sales-tax revenue resulting from the created jobs and services rendered.

Resolution 5692, if approved, will declare the unimproved portion of the City's parcel surplus

to the needs of the City and authorize the Mayor to execute a purchase and sale with Madrone for sale of the un-improved portion of the City's parcel.

**Reviewed by Council Committees:**

**Councilmember:** Jeyaraj

**Staff:** Comeau

**Meeting Date:** December 5, 2022

**Item Number:** RES.C

**RESOLUTION NO. 5692**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DECLARING A PORTION OF CITY-OWNED KING COUNTY PARCEL 3339900035 AS SURPLUS TO THE NEEDS OF THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALE OF THE SURPLUS PORTION OF THE PARCEL TO MADRONE PACIFIC, LLC

WHEREAS, the City of Auburn owns real property identified as King County parcel number 333990-0035 (the "Parcel"), of which the southwesterly 9.5ft is improved as Right of Way while the remainder of the Parcel is unimproved land; and

WHEREAS, City of Auburn staff have reviewed the Parcel and have identified no current or future need for the unimproved land portion of the Parcel; and

WHEREAS, Madrone Pacific LLC has interest in purchasing the unimproved land portion of the Parcel from the City and has made an offer to purchase the land from the City.

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

**Section 1.** The Auburn City Council declares the following legally described portion of the Parcel as being surplus to the needs of the City:

THAT PORTION OF LOT 1, BLOCK 12 OF C.D. HILLMAN'S AUBURNDALÉ ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF HARVEY ROAD.

CONVEYED TO THE CITY OF AUBURN PER STATUTORY WARRANTY DEED RECORDED UNDER NUMBER 8902271022 AND AS DEPICTED ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 8606259008.

LESS THE SOUTHWESTERLY 9.50 FEET, WHEN MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY RIGHT OF WAY MARGIN OF HARVEY ROAD NE.

CONTAINING AN AREA OF 186 SQUARE FEET, MORE OR LESS

**Section 2.** The Auburn City Council authorizes the Mayor to enter into a purchase and sale agreement with Madrone Pacific, LLC for the that portion of the Parcel declared as surplus to the needs of the City, which agreement shall be in substantial conformity with the terms and conditions of the purchase and sale agreement attached as "Exhibit A".

**Section 3.** The Mayor is authorized to implement those administrative procedures and/or execute minor amendments necessary to carry out the directives of this Resolution.

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

Dated and Signed: \_\_\_\_\_

CITY OF AUBURN

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kendra Comeau, City Attorney

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the **CITY OF AUBURN**, a Washington municipal corporation (the “City” or “Seller”), and **MADRONE PACIFIC, LLC**, a Washington Limited Liability Company, (hereinafter “Madrone” or “Buyer”). Seller and Buyer hereinafter may be referred to as the “Parties” or individually as a “Party.”

### RECITALS

A. The City owns King County Parcel No. 333990-0035, real property consisting of raw land (the Larger Parcel). The southwesterly 9.50 feet of the Parcel is currently improved as a public sidewalk (Sidewalk Area). The Larger Parcel is legally described in **Exhibit A-1**.

B. Prior to Closing this purchase and sale transaction, the City intends to dedicate the Sidewalk Area of the Larger Parcel to the City for right of way purposes. Madrone desires to purchase the remaining portion of the Larger Parcel not dedicated for right of way purposes (the Subject Property) from the City to pursue a medical office development project (FAC22-0011).

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which the Parties mutually acknowledge, Buyer and Seller agree as follows:

1. **Certain Defined Terms.** For purposes of this Agreement, the following capitalized terms in this Agreement will have the following definitions:

1.1 “Subject Property” means the land and all rights, title and interests associated with the land legally described in **Exhibit A-2**.

1.2 “Closing” means the recordation of the Deed with the King County Recorder’s Office and Seller’s receipt of the Purchase Price.

1.3 “Closing Date” On or before December 31, 2022, or such other date as may be agreed to in writing, and subject to completion of the following; (1) City Council to pass a resolution declaring the property as surplus to the City’s needs, (2) Seller’s receipt of the Purchase Price from Buyer, (3) recording of the executed Deed from Seller to Buyer, and; (4) completion of items described in subsection 3.1.

1.4 “Deposit”. No deposit to be collected.

1.5 “Purchase Price” has the meaning as set forth in Section 3.

2. **The Property to be Sold.** The City is the sole owner in fee simple of certain real property located in King County Washington, legally described in **Exhibit A-2** (herein referred to as the “Subject Property”). Subject to and conditioned upon the terms set forth in this Agreement, the Buyer wishes to buy, and Seller wishes to sell, convey, assign, transfer and deliver all Seller’s rights, title, interest and improvements in, on, above and below the Subject Property. Seller shall convey the property by Quit Claim Deed (the “Deed”) substantially in the form of **Exhibit B-1** attached.

3. **Purchase Price; Cash Payment & Other Considerations.** In consideration for the sale, transfer, conveyance, assignment and delivery of the Property, Buyer shall pay in full to Seller on the Closing Date a total purchase price of **One Thousand Dollars and no cents (\$1,000.00)**. The Purchase Price payment by Buyer will be via cashier’s or certified check.

Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property, and that the value of the Personal Property, if any, is de minimis.

**3.1 Pre-Closing Right of Way Dedication.** Buyer and Seller hereby acknowledge and agree that prior to Closing, Seller will dedicate 9.50 feet of property along the Larger Parcel’s entire southwesterly boundary line (the Sidewalk Area) for Right of Way (ROW) purposes. The ROW dedication shall be granted via a Right of Way Deed substantially in the form of **Exhibit B-2** attached. Buyer and Seller further agree that the purchase price observes and reflects this ROW dedication.

4. **Earnest Money Deposit.** Buyer and Seller mutually agree that there is to be no deposit required for this transaction.

5. **Title Policy.** *Intentionally left blank*

6. **Survival Of Rights, Duties, And Obligations.** The Parties’ rights, duties, covenants, and obligations under Sections 3.1, 9, 11, 13.4 – 13.7 and 13.10 shall survive Closing and the expiration or earlier termination of this Agreement.

7. **Closing.**

7.1 Time for Closing. Within five (5) business days completion of those terms set forth in Sections 1.3 & 3.1 above, the City will deliver to Madrona an executed copy of the Deed and Real Estate Excise Tax Affidavit (“Affidavit”). Madrona shall cause the Deed and Affidavit to be recorded with the King County Recorder’s Office. Unless otherwise amended by the Parties, Closing shall take place no later than December 31, 2022.

7.2 Closing Costs.

7.2.1 Seller's Costs. Seller will pay (a) Recording fees of the Right of Way Dedication Deed; (b) its own attorney and professional fees.

7.2.2 Buyer's Costs. Buyer will pay (a) the recording fees for the conveyance Deed and Affidavit of the Subject Property; (b) real estate excise taxes, if any, and (c) Buyer's share of real estate property tax proration's, if any.

7.2.3 All other costs and expenses will be the responsibility of the Buyer.

7.3 Closing Documents.

7.3.1 Seller's Documents. At Closing, Seller will deliver to Buyer the following instruments and documents:

- a. The executed Quit Claim Deed in the form attached as **Exhibit B-1**, conveying the Property to Buyer.
- b. The executed real estate excise tax affidavit to accompany the Deed.
- c. A recorded copy of the Right of Way dedication deed substantially in the form of **Exhibit B-2**.

7.3.2 Buyer's Documents. At Closing, Buyer shall deliver to Seller the following funds, instruments and documents:

- a. The balance of the Purchase Price in accordance with Section 3.

7.4 Closing shall be considered complete when all of the following occur: Pre-closing obligation described in subsection 3.1 has been completed, Buyer makes payment to Seller, the parties have executed the real estate excise tax affidavit, and the executed quit claim deed to Buyer is recorded.

7.5 In addition to the acts and assurances recited and contemplated by this Agreement, the parties agree to perform, execute, and/or deliver any such further acts and assurances that may reasonably be required to affect the purpose, terms, and conditions of this Agreement.

8. **Possession**. Buyer is entitled to possession of the Subject Property upon Closing.

9. **Representations and Warranties**.

9.1 Seller's Representations and Warranties. In addition to any other representations or warranties of City elsewhere in this Agreement, Seller represents and warrants to Buyer now, and as of the Closing Date, that:

9.1.1 Authority. That the Seller has full power and authority to execute this Agreement and perform Seller's obligations hereunder, and all necessary action to authorize this transaction has been taken, except as specifically provided herein.

9.1.2 Hazardous Substances. Seller has not received notification of any kind from any governmental agency suggesting that the Subject Property is or may be qualify for a Hazardous Substances cleanup.

Seller agrees to complete item 6, "Environmental" of Seller's Disclosure Statement, attached as **Exhibit C**. Buyer agrees to waive the Seller's Disclosure Statement under RCW 64.06.010 with the exception of item 6 (related to environmental disclosures) under RCW 64.06.013.

9.1.3 Seller warrants that the property has no material, structural or hidden defects and that to the best of Seller's knowledge, there is no litigation pending or threatened against Seller that arises out of the ownership of the Subject Property and that might materially and detrimentally affect the (i) use or operation of the Property for Buyer's intended use, or (ii) the ability of Seller to perform its obligations under this Agreement, or (iii) the value of the Property.

9.2 Buyer's Representations and Warranties. In addition to any other representations and warranties of Buyer elsewhere in this Agreement, Buyer represents and warrants to Seller now, and as of the Closing Date, that (a) Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and (b) the individual executing this Agreement on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Agreement.

9.3 "As is" condition of Subject property. The Purchase Price reflects that the Buyer is purchasing the Subject property "as is," "where is," and "with all faults." Except to the extent of representations and warranties specifically made by Seller or in the Deed or other documents to be delivered by Seller at Closing, the Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Subject Property, including, without limitation:

- (i) The water, soil and geology;
- (ii) The suitability of the Subject Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (iii) The compliance of or by the Subject Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (iv) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the ;

- (v) The manner or quality of the construction or materials, if any, incorporated into the Property; or
- (vii) Any other matter with respect to the Subject Property.

(b) Seller has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution, zoning or land use laws, rules, regulations, orders, or requirements.

(c) Without limitation, Seller does not make and specifically disclaims any warranties, express or implied, any warranties or representations with respect to the structural condition of the Subject Property, the area of land being purchased, the existence or non-existence of any Hazardous Substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances, from or into the Subject Property, and the compliance or noncompliance of the Subject Property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term "Hazardous Substances" shall mean: "hazardous substance" as defined in 42 U.S.C. §9601(14) (as now enacted or hereafter amended); "hazardous waste" as defined by 42 U.S.C. §6903(5) as now enacted or hereafter amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

9.4 Indemnification. From and after Closing, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all claims and agency orders or requirements directly or indirectly relating to or arising out of, the Subject Property.

## **10. Maintenance of Subject Property; Risk of Loss, Condemnation.**

10.1 Maintenance of Subject property. From the Effective Date until the Closing Date (or any earlier termination of this Agreement), Seller as owner of the Subject Property agrees to continue to maintain it in substantially the same condition existing as of the Effective Date, ordinary wear and tear, and damage by casualty accepted.

The Parties agree that it will not damage nor commit waste on the Subject Property between the Effective Date and the Closing Date.

10.2 Risk of Loss. Risk of loss of or damage to the Subject Property shall be borne by Seller until the Closing Date. Thereafter, Purchaser shall bear the risk of loss. In the event of material loss of or damage to the Subject Property prior to the Closing Date, Seller shall promptly notify Purchaser in writing and Seller shall not be obligated to restore

the Property nor pay damages to Purchaser by reason of such loss or damage. Upon receipt of written notice pursuant to Section 12 below, Purchaser may within five (5) business days terminate this Agreement by giving written notice of such termination to Seller and such termination shall be effective immediately; provided, however, that Purchaser may elect to purchase the Subject Property in the condition then existing; provided that, Buyer delivers notice of such election pursuant to Section 12 below within five (5) business days of receipt of Seller's notice of a material loss of or damage to the Property as provided for in this Section 11

## **11. Default.**

11.1 Time. Time is of the essence in every provision herein contained.

11.2 Seller's Remedies for Buyer's Default or Failure to Close. If Buyer fails, without legal excuse, to complete the purchase of the Subject Property in accordance with this Agreement, Seller's sole and exclusive remedies shall be to terminate this Agreement or to seek specific performance as well as any other remedies at law or equity.

11.3 Buyer's Remedies for Seller's Default. If Seller fails to complete the sale of the Subject Property in accordance with this Agreement, Buyer's remedy will be to terminate this Agreement or to seek specific performance.

**12. Notices.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be sent by personal delivery (including by means of professional messenger or courier service) or registered or certified mail, postage-prepaid, return-receipt requested, or by email at the addresses provided herein. Notice shall be deemed to have been given upon receipt if personally delivered or sent by email, and if sent by mail, two (2) days after duly deposited in the U.S. Mail to all of the addresses designated for such party.

The Parties' respective addresses for notices are as follows:

|                 |                                                                                                                                                                    |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to City:     | City of Auburn<br>Real Estate Manager<br>25 West Main Street<br>Auburn, WA 98001-4998<br>Attn: Josh Arndt<br>Email: jarndt@auburnwa.gov                            |
| With copies to: | City Attorney's Office<br>City of Auburn<br>25 West Main Street<br>Auburn, WA 98001-4998<br>Attn: City Attorney<br>Email: kcomeau@auburnwa.gov, druth@auburnwa.gov |

|                             |                                                                                                                                          |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| If to Madrone Pacific, LLC: | Madrone Pacific, LLC<br>921 Harvey Road Ste. A<br>Auburn, WA 9802<br>Email: <a href="mailto:aaronc@craineve.com">aaronc@craineve.com</a> |
| With copies to:             | Aaron Crain<br>16410 NE 17 <sup>th</sup> Pl<br>Bellevue, WA 98008                                                                        |

Notice of change of address shall be given by written notice in the manner detailed in this Section.

### **13. General.**

13.1. Entire Agreement, Waiver, and Governing Law. This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. Any waivers must be in writing. No waiver of any right or remedy in the event of default will constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement will be governed by the laws of the State of Washington. Venue for disputes under this agreement is the Superior Court of King County, Washington.

13.2 No Third-Party Beneficiaries/Severability. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors and permitted assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.3 Signing Authority. Each of the Parties hereby represents and warrants that the individual signing this Agreement on its behalf is duly authorized to enter into this Agreement and to execute and legally bind such Party to it.

13.4 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party is entitled to recover from the other party such sum as the Court may adjudge reasonable as attorneys' fees, including fees incurred at trial, on any appeal and in any petition for review.

13.5 Reservation of Police Power. Notwithstanding anything to the contrary set forth in this Agreement, Buyer understands and acknowledges that the City's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this Agreement.

13.6 Amendment. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer

13.7 Construction. This Agreement and each of its terms have been explicitly negotiated between the parties, and each has had the opportunity for legal counsel to review the Agreement, so that the language in all parts will be construed according to its fair meaning and not strictly for or against either party.

13.8 Approval by Auburn City Council. The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Seller until the Auburn City Council determines that the Subject Property is surplus to the needs of the City of Auburn, and grants authority to Auburn's Mayor to negotiate, execute and convey the Subject Property to the Buyer.

13.10 Non-Merger. The terms and provisions of this Agreement will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

13.11 Exhibits. The following exhibits are attached and incorporated into this Agreement by reference.

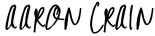
- (i) **Exhibit A-1 – Legal Description of the Larger Parcel**
- (ii) **Exhibit A-2 – Legal Description of the Subject Property**
- (iii) **Exhibit B-1 – Quit Claim Deed Form**
- (iv) **Exhibit B-2 – Right of Way Dedication Deed Form**
- (v) **Exhibit C – Seller Disclosure, Environmental**

***[SIGNATURES ON THE FOLLOWING PAGE]***

**SIGNATURES**

**BUYER**

**MADRONE PACIFIC, LLC**

DocuSigned by:  
  
2D93DA0C87DB404...

\_\_\_\_\_  
Aaron Crain, President

11/22/2022  
\_\_\_\_\_

Date:

**SELLER**

**CITY OF AUBURN**

\_\_\_\_\_  
Nancy Backus, Mayor

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

Approved as to Form:

\_\_\_\_\_  
Kendra Comeau, City of Auburn Attorney

**EXHIBIT A-1**

Legal Description of the Larger Parcel

THAT PORTION OF LOT 1, BLOCK 12 OF C.D. HILLMAN'S AUBURNDALE ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 FO PLATS, PAGE 92, IN KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF HARVEY ROAD.

CONVEYED TO THE CITY OF AUBURN PER STATUTORY WARRANTY DEED RECORDED UNDER NUMBER 8902271022 AND AS DEPICTED ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 8606259008.

CONTAINING AN AREA OF 388 SQUARE FEET, MORE OR LESS

King County Parcel Number: 333990-0035

**EXHIBIT A-2**

Legal description of the Subject Property

THAT PORTION OF LOT 1, BLOCK 12 OF C.D. HILLMAN'S AUBURNDALE ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 FO PLATS, PAGE 92, IN KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF HARVEY ROAD.

CONVEYED TO THE CITY OF AUBURN PER STATUTORY WARRANTY DEED RECORDED UNDER NUMBER 8902271022 AND AS DEPICTED ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 8606259008.

LESS THE SOUTHWESTERLY 9.50 FEET, WHEN MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY RIGHT OF WAY MARGIN OF HARVEY ROAD NE CONVEYED TO THE CITY OF AUBURN FOR RIGHT OF WAY PURPOSES UNDER RECORDING NUMBER \_\_\_\_\_.

CONTAINING AN AREA OF 186 SQUARE FEET, MORE OR LESS.

**EXHIBIT B-1**  
**Quit Claim Deed**

Return Address:  
Madrone Pacific, LLC  
[INSERT ADDRESS 1]  
[INSERT ADDRESS 2]

Above this line reserved for recording information.

**QUIT CLAIM DEED**

|                                                 |                      |
|-------------------------------------------------|----------------------|
| Grantor:                                        | City of Auburn       |
| Grantee:                                        | Madrone Pacific, LLC |
| QSTR:                                           | SE-7-21-5            |
| Parcel Identification Number # (if applicable): | 333990-0035          |

The Grantor, City of Auburn, Washington, for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and quit claims to Madrone Pacific, LLC, the following described real estate

**THAT PORTION OF LOT 1, BLOCK 12 OF C.D. HILLMAN’S AUBURNDALE ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 FO PLATS, PAGE 92, IN KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF HARVEY ROAD.**

**CONVEYED TO THE CITY OF AUBURN PER STATUTORY WARRANTY DEED RECORDED UNDER NUMBER 8902271022 AND AS DEPICTED ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 8606259008.**

**LESS THE SOUTHWESTERLY 9.50 FEET, WHEN MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY RIGHT OF WAY MARGIN OF HARVEY ROAD NE CONVEYED TO THE CITY OF AUBURN FOR RIGHT OF WAY PURPOSES UNDER RECORDING NUMBER \_\_\_\_\_**

**SUBJECT TO: MATTERS OF PUBLIC RECORD**

*[Signature on the following page]*

Executed by the City of Auburn this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**City of Auburn**, a municipal corporation  
and political subdivision of the State of  
Washington

By: Nancy Backus, Mayor  
City of Auburn

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

The undersigned Notary Public hereby certifies: That on this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me Nancy Backus, Mayor of the City of Auburn, to me known to be the individual described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of the City of Auburn.

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

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

**EXHIBIT B-2**  
Right of Way Dedication Deed

Return Address:  
City of Auburn  
Clerks Office  
25 W Main St  
Auburn, WA 98001

Above this line reserved for recording information.

**RIGHT OF WAY DEDICATION DEED**

|                                                 |                |
|-------------------------------------------------|----------------|
| Grantor:                                        | City of Auburn |
| Grantee:                                        | City of Auburn |
| QSTR:                                           | SW-7-21-5      |
| Parcel Identification Number # (if applicable): | 333990-0035    |

The grantor City of Auburn, for and in consideration of Ten Dollars and other valuable consideration in hand paid, grants and warrants to the City of Auburn, Washington, the following described easement for right of way, public street, and public utility purposes

**Legal Description attached as Exhibit A and depicted in Exhibit B attached hereto and incorporated by this reference**

situated in the county of King, state of Washington.

It is the intention of the parties that, notwithstanding the fact that the benefit of the easement and rights herein granted and the fee underlying the easement are now or may hereafter be owned by the same person or entity, the easement and rights in each case created hereby shall not merge into such fee.

Executed by the City of Auburn this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**City of Auburn**, a municipal corporation  
and political subdivision of the State of  
Washington

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

*NOTARY BLOCK ON THE FOLLOWING PAGE*

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

The undersigned Notary Public hereby certifies: That on this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me Nancy Backus, Mayor of the City of Auburn, to me known to be the individual described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of the City of Auburn.

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

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

**EXHIBIT A to ROW Dedication**  
Right of Way Dedication Legal Description

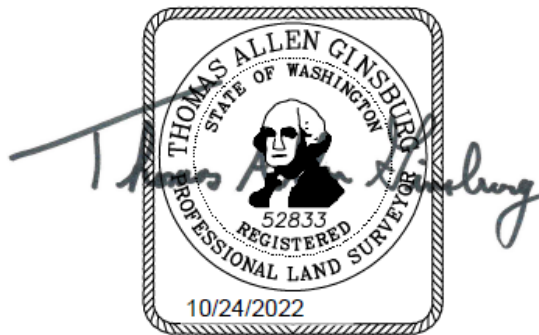
THE SOUTHWESTERLY 9.50 FEET, WHEN MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY RIGHT OF WAY MARGIN OF HARVEY ROAD NE, OF THAT PORTION OF THE FOLLOWING DESCRIBED **PARCEL "A"** CONVEYED TO THE CITY OF AUBURN PER STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 8902271022 AND AS DEPICTED ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 8606259008:

**PARCEL "A"**

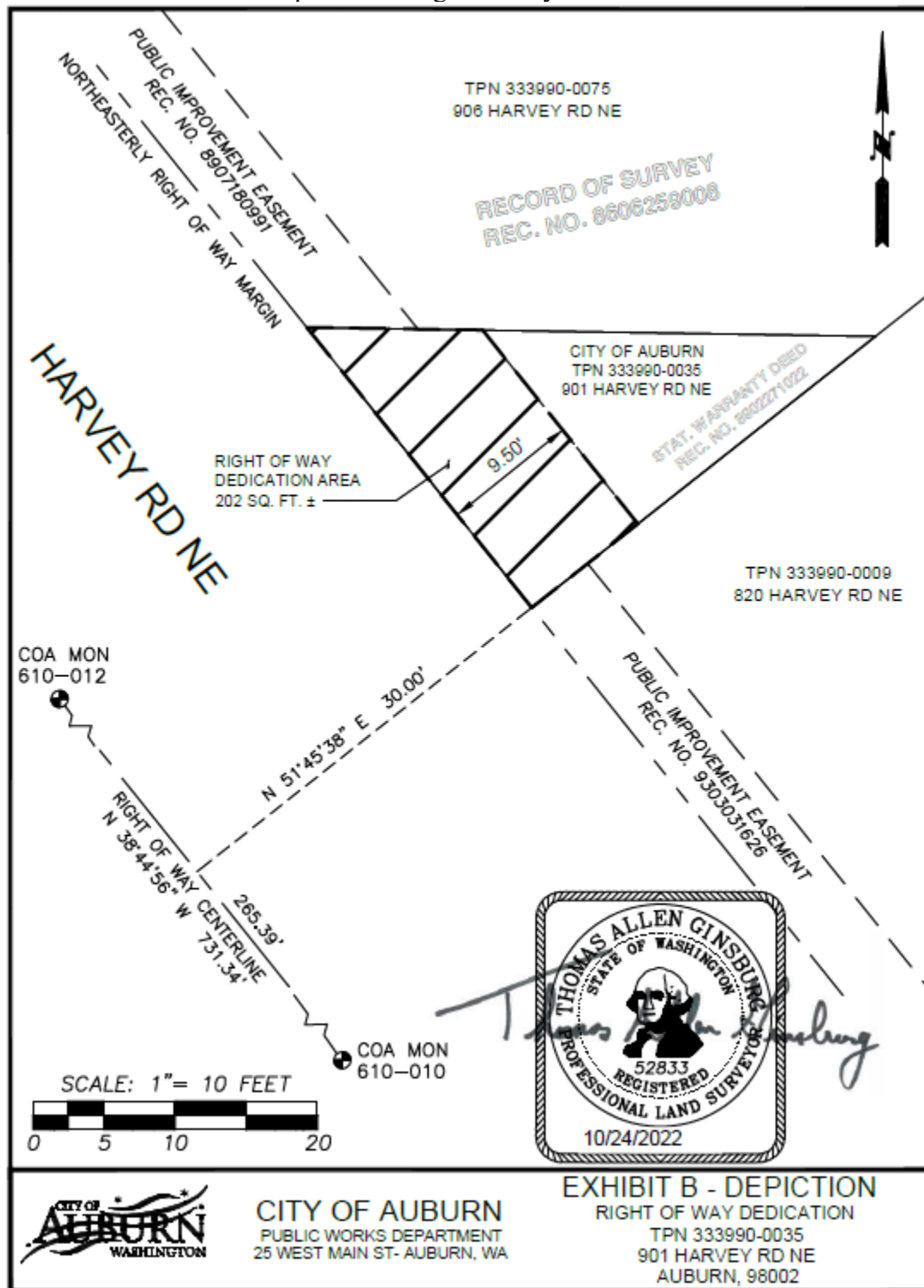
THAT PORTION LOT 1, BLOCK 12 OF C.D. HILLMAN'S AUBURNDALE ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF HARVEY ROAD.

SITUATE IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON.

THIS RIGHT OF WAY DEDICATION CONTAINS AN AREA OF 202 SQUARE FEET, MORE OR LESS.



# **EXHIBIT B to ROW Dedication** **Depiction of Right of Way Dedication**



**EXHIBIT C**  
**Seller Disclosure Statement – Environmental**

| <b>ENVIRONMENTAL DISCLOSURE</b> |                                                                                                                                                                                                                                        | <b>Yes</b> | <b>No</b> | <b>Don't Know</b> | <b>N/A</b> |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-------------------|------------|
| <b>A</b>                        | Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?                                                                                                 |            | X         |                   |            |
| <b>B</b>                        | Does any part of the property contain fill dirt, waste, or other fill materials?                                                                                                                                                       |            |           | X                 |            |
| <b>C</b>                        | Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?                                                                                                     |            | X         |                   |            |
| <b>D</b>                        | Are there any shorelines, wetlands, floodplains, or critical areas on the property?                                                                                                                                                    |            | X         |                   |            |
| <b>E</b>                        | Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? |            |           | X                 |            |
| <b>F</b>                        | Has the property been used for commercial or industrial purposes?                                                                                                                                                                      |            | X         |                   |            |
| <b>G</b>                        | Is there any soil or groundwater contamination?                                                                                                                                                                                        |            |           | X                 |            |
| <b>H</b>                        | Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?                                             |            | X         |                   |            |
| <b>I</b>                        | Has the property been used as a legal or illegal dumping site?                                                                                                                                                                         |            | X         |                   |            |
| <b>J</b>                        | Has the property been used as an illegal drug manufacturing site?                                                                                                                                                                      |            | X         |                   |            |
| <b>K</b>                        | Are there any radio towers in the area that cause interference with cellular telephone reception?                                                                                                                                      |            |           | X                 |            |

**If you answered yes to any of the following please give further details here.**

## Property Information Profile (Parcel 333990-0035)

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Property Name</b>      | Orphan parcel 333990-0035                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Street Address</b>     | 901 Harvey Rd NE<br>Auburn, WA 98002                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Parcel Number(s)</b>   | 333990-0035                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Size</b>               | 388sqft total<br>202sqft improved as ROW<br>186sqft un-improved land                                                                                                                                                                                                                                                                                                                                                       |
| <b>Department</b>         | Not found on Finance Asset Sheet.                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Current Use</b>        | Vacant, sidewalk & utilities.                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>How/Why Acquired</b>   | Statutory Warranty Deed Rec <a href="#">#198902271022</a><br>Likely dedicated for ROW purposes, but no language to support. PW nor Finance have any solid knowledge on why or how City acquired, which department property belongs to or otherwise.                                                                                                                                                                        |
| <b>Deed Restrictions</b>  | None                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Planned Future Use</b> | Likely none                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Zoning</b>             | C1                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>City Fund</b>          | GF                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Studies/Links</b>      | <a href="#">Record of Survey 8606259008</a>                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Notes</b>              | <p>Purchased for \$819.00 from Marshall and Nancy Brenden. Road project <a href="#">90STR2681</a> was for street improvements along Harvey from 8<sup>th</sup> St north to Auburn Way North.</p> <p>All parcels on east side of Harvey in this area go to roughly street edge of sidewalk. Sidewalk is an 8' sidewalk and utility easement on neighboring private properties, not recorded against this property as it</p> |

was under City ownership. 9.5'ft sidewalk and utility easement to be reserved or ROW dedication if sold.

Found public improvement easement [9006220832](#) & [9303031626](#) recorded against neighboring properties. Reservation language same for both, likely all easements in area similar language. Use similar language as a template for easement reservation. *Public Works requested that the sidewalk portion be dedicated prior to conveyance rather than reserve an easement or allow ROW dedication through the FAC.*

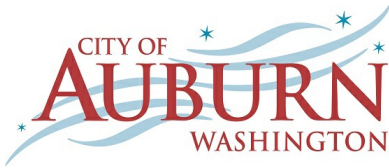
[COA Survey project Q0610](#) dated 8.29.22 depicts existing utilities would require 9.5' of the southwesterly portion of the property for utility and sidewalk.

FAC22-0011 – Crain Eye Clinic wanting to develop larger vacant parcel 333990-0075. Interested in City parcel for \$1,000

Recommend Council declare the property as surplus to the City's needs and grant Mayor the authority to execute a purchase and sales agreement with Madrone Pacific LLC (Crain).







## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Resolution No. 5693 (Tate)

**Date:**

November 28, 2022

**Department:**

Community Development

**Attachments:**

[Resolution No. 5693](#)

[Exhibit A 2023 VRFA Fee Schedule](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council to approve Resolution No. 5693.

**Background for Motion:**

Resolution No. 5693 will replace the current Valley Regional Fire Authority fees schedule with the revised 2023 VRFA fee schedule. The fee schedule was revised and adopted by the VRFA Governance Board as part of an annual update process.

**Background Summary:**

The Valley Regional Fire Authority (VRFA) was established in 2007 under RCW 52.26 as a Fire Authority that serves the cities of Auburn, Algona, and Pacific. As a Fire Authority VRFA operates as a separate municipal corporation, with independent taxing authority, and within an independent taxing district.

While VRFA is a separate Fire Authority and is organizationally independent from the City of Auburn, VRFA continues to have a role in reviewing development proposals and conducting inspections during the construction process. Within VRFA it is the Fire Marshal's Office that performs these functions.

While VRFA has taxing authority within its jurisdictional boundary, taxpayers do not fund all services offered by VRFA. In some instances, there are fees charged to customers who are seeking direct service, e.g., a permit to construct a commercial building. In other words, permit customers pay a substantial portion of the direct service they are seeking, as opposed to the service being subsidized across the taxing district. Stated in yet another way, a residential taxpayer who pays a portion of their property taxes to VRFA is generally not providing a significant level monetary contribution to a commercial real estate proposal or a new residential subdivision.

Since the Fire Authority was established in 2007, VRFA has collected fees for reviewing development plans and conducting construction inspections. In Auburn, VRFA fees are collected by the City and distributed to VRFA. This practice was put in place in order to ensure that Auburn could achieve a one-stop permitting shop. Instead of sending customers to a VRFA office to pay fees and apply for separate fire permits, customers can submit, pay

and pick up permits at the City's Permit Center. More times than not, the customer never knows that they are interacting with, and paying, separate governmental entities.

The 2023 VRFA fee schedule includes a general increase of fees by 3%, consistent with City of Auburn development fee increases. This moderate increase remains well below the Consumer Price Index (CPI) figure for the Puget Sound area and will maintain a fee schedule that is markedly lower than comparable agencies.

While VRFA is a separate agency, with a separate Governance Board that has authority to establish its own service fees, the Auburn City Council has a role in endorsing fees that are collected by the City and distributed to other agencies (similar to Council's role in reviewing school district fees and taking action to authorize the collection of these external agency fees). Typically, City Council would provide this endorsement through action of a Resolution which then enables procedural efforts to occur that facilitate collection of the relevant fees and fee types.

The materials attached to this memo have been prepared by VRFA.

**Reviewed by Council Committees:**

**Councilmember:** Brown

**Staff:** Tate

**Meeting Date:** December 5, 2022

Item Number: RES.D

**RESOLUTION NO. 5693**

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF AUBURN, WASHINGTON, ENDORSING  
USE OF THE 2023 VALLEY REGIONAL FIRE  
AUTHORITY FEE SCHEDULE AS ADOPTED BY  
THE VRFA BOARD OF GOVERNANCE

WHEREAS, the Valley Regional Fire Authority (VRFA) was established in 2007 under the authority of RCW 52.26 and operates as a separate municipal corporation, with independent taxing authority, and within an independent taxing district; and

WHEREAS, VRFA serves the cities of Algona, Auburn, and Pacific and is guided by a Governance Board comprised of elected officials representing each city; and

WHEREAS, the VRFA Governance Board has adopted an updated fee schedule for 2023 the covers a portion of the direct cost of permit review, plan review, and inspection services performed out of the Fire Marshal's office; and

WHEREAS, the City of Auburn collects direct service fees on behalf of VRFA in order to support the concept of a one-stop-shop for development and permitting services; and

WHEREAS, in order to collect direct service fees on behalf of VRFA, the City of Auburn must incorporate VRFA fees into city procedures, city permitting software systems, and city financial systems.

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

Section 1. The Valley Regional Fire Authority Fee Schedule is hereby adopted as set forth in the attached "Exhibit A" and

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

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon and on January 1, 2023.

Dated and Signed: \_\_\_\_\_

CITY OF AUBURN

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kendra Comeau, City Attorney

## Valley Regional Fire Authority 2023 Fee Schedule

Effective January 1, 2023 and will remain in effect unless amended by the VRFA Board of Governance

|          | Activity                                                                                                                           | Fee                                                             |
|----------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>1</b> | <b>Building Department Review (Includes Initial Inspection)</b>                                                                    |                                                                 |
| 1.1      | Commercial Occupancy Review                                                                                                        | 35% of Jurisdictional Permit Fee <sup>1</sup>                   |
| 1.2      | Multi-Family Occupancy Review (R2)                                                                                                 | 20% of Jurisdictional Permit Fee <sup>1</sup>                   |
| 1.3      | Other Permit Fees (mechanical, plumbing etc...)                                                                                    | \$249.00 <sup>3</sup>                                           |
| 1.4      | Revisions to previously reviewed plans                                                                                             | \$249.00 <sup>3</sup>                                           |
| 1.5      | Single Family Occupancy Review (R3)                                                                                                | 15% of Jurisdictional Fee <sup>2</sup>                          |
| <b>2</b> | <b>Land Use Reviews</b>                                                                                                            |                                                                 |
| 2.1      | Boundary Line Adjustment                                                                                                           | \$125.00 <sup>3</sup>                                           |
| 2.2      | Civil Reviews (FAC, hydrant placement, fire flow, fire department access, grading)                                                 | \$249.00 <sup>3</sup>                                           |
| 2.3      | Preliminary Plat and Plat Reviews (subdivisions)                                                                                   | \$249.00 <sup>3</sup>                                           |
| 2.4      | Other Permit Fees (miscellaneous, administrative, etc...)                                                                          | \$125.00 <sup>3</sup>                                           |
| 2.5      | SEPA review                                                                                                                        | \$249.00 <sup>3</sup>                                           |
| 2.6      | Short Plat Review                                                                                                                  | \$249.00 <sup>3</sup>                                           |
| 2.7      | Variances                                                                                                                          | \$125.00 <sup>3</sup>                                           |
| 2.8      | Water Availability Reviews                                                                                                         | \$125.00 <sup>3</sup>                                           |
| <b>3</b> | <b>Fire Protection Systems (Includes Plan Review and Initial 2 Inspections) <sup>4</sup></b>                                       |                                                                 |
| 3.1      | Commercial Automatic Fire Protection System (Fire Sprinkler)                                                                       | \$410.00+ \$0.75 per sprinkler head over 10 heads <sup>3</sup>  |
| 3.2      | Commercial and Residential Automatic Fire Protection System (Underground Fire Sprinkler Line) (WAC 105.7.20)                       | \$410.00 per system / building <sup>3</sup>                     |
| 3.3      | Commercial Automatic or Manual Fire Alarm Systems                                                                                  | \$410.00 + \$5.00 per device over 5 devices <sup>3</sup>        |
| 3.4      | Commercial Kitchen Fire Protection System                                                                                          | \$410.00 + \$0.75 per sprinkler head over 10 heads <sup>3</sup> |
| 3.5      | Commercial: Other Fire Protection Systems (clean agent, FM200, wet or dry chemical, CO2, foam, mist, inert gas, and other systems) | \$410.00 + \$0.75 per sprinkler head over 10 heads <sup>3</sup> |
| 3.6      | Emergency Responder Radio Coverage System (DAS)                                                                                    | \$410.00 + \$0.75 per device <sup>3</sup>                       |
| 3.7      | Fireworks Display Permit                                                                                                           | \$410.00 <sup>11</sup>                                          |
| 3.8      | Fireworks Sales Permit without a tent                                                                                              | \$100.00 <sup>3, 10, 11</sup>                                   |

|      |                                                                                                                                 |                                                           |
|------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| 3.9  | Fireworks Sales Permit with a tent                                                                                              | \$249.00 + \$100= \$349.00 <sup>3,10,11</sup>             |
| 3.10 | Other Miscellaneous Plan Review not listed                                                                                      | \$410.00 <sup>3</sup>                                     |
|      | Activity                                                                                                                        | Fee                                                       |
| 3.11 | Over the Counter Permit (fire sprinkler with less than 10 sprinkler heads, or fire alarm with less than 5 devices)              | \$125.00 <sup>3</sup>                                     |
| 3.12 | Residential (R3) Fire Sprinkler System                                                                                          | \$125.00 + \$0.75 per device over 10 devices <sup>3</sup> |
|      | Spray Booth Installation                                                                                                        |                                                           |
| 3.13 | Spray Booth Installation (MEC or TEN)                                                                                           | \$125.00 <sup>3</sup>                                     |
| 3.14 | Spray Booth Fire Protection System                                                                                              | \$410.00 + \$0.75 per device over 10 devices <sup>3</sup> |
| 3.15 | Spray Booth Fire Alarm System                                                                                                   | \$410.00 + \$5.00 per device over 5 devices <sup>3</sup>  |
| 4    | Other Fire Permits (Includes Plan Review and Initial 2 inspections) <sup>4</sup>                                                |                                                           |
| 4.1  | Battery Systems                                                                                                                 | \$746.00 <sup>3</sup>                                     |
| 4.2  | New Business License Review                                                                                                     | Included with Fire Benefit Charge                         |
| 4.3  | Compressed Gases                                                                                                                | \$746.00 <sup>3</sup>                                     |
| 4.4  | Cryogenic Fluids                                                                                                                | \$746.00 <sup>3</sup>                                     |
| 4.5  | Fire Pump & Equipment                                                                                                           | \$746.00 <sup>3</sup>                                     |
| 4.6  | Flammable and Combustible Liquids (including above ground tanks, below ground tanks, dip tanks, etc...) installation and repair | \$746.00 <sup>3</sup>                                     |
| 4.7  | Commercial Flammable and Combustible Liquids tank removal                                                                       | \$410.00 <sup>3</sup>                                     |
| 4.8  | Hazardous Materials Facility                                                                                                    | \$746.00 <sup>3</sup>                                     |
| 4.9  | Industrial Ovens                                                                                                                | \$746.00 <sup>3</sup>                                     |
| 4.10 | LP Gas Commercial                                                                                                               | \$746.00 <sup>3</sup>                                     |
| 4.11 | LP Gas Residential                                                                                                              | \$410.00 <sup>3</sup>                                     |
| 4.12 | Marijuana Extraction Systems (WAC 105.7.19)                                                                                     | \$746.00 <sup>3</sup>                                     |
| 4.13 | Commercial Heating Tank Removal                                                                                                 | \$410.00 <sup>3</sup>                                     |
| 4.14 | Residential Home Heating Tank Removal                                                                                           | \$125.00 <sup>3</sup>                                     |
| 4.15 | Solar Photovoltaic Power Systems, Residential                                                                                   | \$125.00 <sup>3</sup>                                     |
| 4.16 | Solar Photovoltaic Power Systems, Commercial                                                                                    | \$746.00 <sup>3</sup>                                     |
| 4.17 | Temporary Tent/Membrane Structure > 400 square feet                                                                             | \$249.00 <sup>3</sup>                                     |
| 4.18 | Working without a permit or ahead of the permit                                                                                 | Double the permit and inspection fee                      |

|     |                                                                                                                |                                                     |
|-----|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 5   | <b>Inspection Fees</b>                                                                                         |                                                     |
| 5.1 | Initial Inspection                                                                                             | Included in the permit fee                          |
| 5.2 | 1st Re-inspection                                                                                              | Included in the permit fee                          |
| 5.3 | 2nd Re-inspection                                                                                              | \$249.00 for first 2 hours <sup>3</sup>             |
| 5.4 | Any subsequent (after 2nd) re-inspection                                                                       | \$249.00 for first 2 hours <sup>3</sup>             |
|     | <b>Activity</b>                                                                                                | <b>Fee</b>                                          |
| 5.5 | After Hours Inspection (Outside of normal business hours)                                                      | \$188.75 per hour (2 hour minimum) <sup>3,8,9</sup> |
| 5.6 | Progressive Inspections (beyond the first 2 inspections)                                                       | \$125.00 per hour (2 hour minimum) <sup>3</sup>     |
| 5.7 | Re-inspection (due to a failure to cancel appointment or work not ready for inspection at time of appointment) | \$125.00 per hour (2 hour minimum) <sup>3</sup>     |
| 6   | <b>Pre-Application Fees</b>                                                                                    |                                                     |
| 6.1 | Pre-Application Fees                                                                                           | Included with Fire Benefit Charge                   |
| 7   | <b>Consultant Fees</b>                                                                                         |                                                     |
| 7.1 | Use of Outside Consultants for Plan Review and Inspection, and Rapid Access Equipment                          | Actual Costs                                        |
| 8   | <b>Other Fire Authority Fees</b>                                                                               |                                                     |
| 8.1 | Fire Ambulance Transport Fee                                                                                   | \$1,250.00                                          |
| 8.2 | Fire Ambulance Transport Mileage Fee                                                                           | \$23.00 per mile                                    |
|     | <b>False Alarm Responses (within a calendar year)</b>                                                          |                                                     |
|     | Preventable Nuisance or Malfunction Alarm - 1st and 2nd violation                                              | No Penalty                                          |
|     | Preventable Nuisance or Malfunction Alarm - 3rd violation                                                      | \$84.00                                             |
|     | Preventable Nuisance or Malfunction Alarm - 4 or more violations                                               | \$167.00                                            |
|     | <b>Public Records Requests RCW70.020.010 &amp; WAC 246-08-400</b>                                              |                                                     |
|     | <b>Description</b>                                                                                             | <b>Rate</b>                                         |
|     | General Records - paper copies                                                                                 | \$0.15 per page                                     |
|     | General Records - electronic copies                                                                            | \$0.10 per page + cost of media                     |
|     | Medical Incident Reports - Clerical Fee                                                                        | \$25.00 per report                                  |
|     | Medical Incident Reports - paper copies - Pages 1-30                                                           | \$1.12 per page                                     |
|     | Medical Incident Reports - paper copies - Pages 31+                                                            | \$0.84 per page                                     |
|     | Medical Incident Reports - electronic copies                                                                   | \$0.10 per page + cost of media                     |
|     | Outsourced copying & scanning                                                                                  | Actual cost + cost of media                         |
|     | Records mailed or shipped                                                                                      | Actual cost of postage and container                |

|                                                                                                                               |                                                                                 |                                       |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------|
|                                                                                                                               | Video and audio tapes                                                           | Actual cost to reproduce              |
| 10                                                                                                                            | OPERATIONAL PERMITS                                                             |                                       |
| The International Fire Code 105.6 Required Operational Permits authorizes the fire code official to issue operational permits |                                                                                 |                                       |
|                                                                                                                               | Permit type                                                                     | Fee                                   |
| 10.1                                                                                                                          | Aerosol products                                                                | Included with the Fire Benefit Charge |
| 10.2                                                                                                                          | Amusement building                                                              | Included with the Fire Benefit Charge |
| 10.3                                                                                                                          | Aviation facilities                                                             | Included with the Fire Benefit Charge |
| 10.4                                                                                                                          | Carbon dioxide systems                                                          | Included with the Fire Benefit Charge |
| 10.5                                                                                                                          | Carnivals and fairs                                                             | Included with the Fire Benefit Charge |
| 10.6                                                                                                                          | Combustible dust producing operations                                           | Included with the Fire Benefit Charge |
| 10.7                                                                                                                          | Combustible fibers                                                              | Included with the Fire Benefit Charge |
| 10.8                                                                                                                          | Compressed gases                                                                | Included with the Fire Benefit Charge |
| 10.9                                                                                                                          | Cover and open mall buildings                                                   | Included with the Fire Benefit Charge |
| 10.10                                                                                                                         | Cryogenic fluids                                                                | Included with the Fire Benefit Charge |
| 10.11                                                                                                                         | Cutting and welding                                                             | Included with the Fire Benefit Charge |
| 10.12                                                                                                                         | Dry cleaning                                                                    | Included with the Fire Benefit Charge |
| 10.13                                                                                                                         | Exhibits and trade shows                                                        | Included with the Fire Benefit Charge |
| 10.14                                                                                                                         | Explosives                                                                      | Included with the Fire Benefit Charge |
| 10.15                                                                                                                         | Flammable and combustible liquids                                               | Included with the Fire Benefit Charge |
| 10.16                                                                                                                         | Fruit and crop ripening                                                         | Included with the Fire Benefit Charge |
| 10.17                                                                                                                         | Fumigation and insecticidal fogging                                             | Included with the Fire Benefit Charge |
| 10.18                                                                                                                         | Hazardous materials                                                             | Included with the Fire Benefit Charge |
| 10.19                                                                                                                         | High piled storage                                                              | Included with the Fire Benefit Charge |
| 10.20                                                                                                                         | Hot work operations                                                             | Included with the Fire Benefit Charge |
| 10.21                                                                                                                         | Industrial ovens                                                                | Included with the Fire Benefit Charge |
| 10.22                                                                                                                         | Lumber yards and woodworking plants                                             | Included with the Fire Benefit Charge |
| 10.23                                                                                                                         | Liquid or gas fueled vehicles or equipment in assembly buildings                | Included with the Fire Benefit Charge |
| 10.24                                                                                                                         | Liquid Petroleum (LP) gas                                                       | Included with the Fire Benefit Charge |
| 10.25                                                                                                                         | Magnesium                                                                       | Included with the Fire Benefit Charge |
| 10.26                                                                                                                         | Miscellaneous combustible storage (tires, empty packing cases, rubber)          | Included with the Fire Benefit Charge |
| 10.27                                                                                                                         | Motor fuel dispensing facilities                                                | Included with the Fire Benefit Charge |
| 10.28                                                                                                                         | Organic coatings                                                                | Included with the Fire Benefit Charge |
| 10.29                                                                                                                         | Place of assembly                                                               | Included with the Fire Benefit Charge |
| 10.30                                                                                                                         | Private fire hydrants                                                           | Included with the Fire Benefit Charge |
| 10.31                                                                                                                         | Refrigeration equipment                                                         | Included with the Fire Benefit Charge |
| 10.32                                                                                                                         | Repair garages and motor fuel dispensing facilities                             | Included with the Fire Benefit Charge |
| 10.33                                                                                                                         | Spraying or dipping operation using flammable or combustible liquids or powders | Included with the Fire Benefit Charge |
| 10.34                                                                                                                         | Storage of tires, scrap tires, and by-products or rebuilding plants             | Included with the Fire Benefit Charge |
| 10.35                                                                                                                         | Waste handling                                                                  | Included with the Fire Benefit Charge |
| 10.36                                                                                                                         | Wood products                                                                   | Included with the Fire Benefit Charge |

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|-------|-------------------------------------------------------------------|---------------------------------------|
| 10.37 | Commercial kitchens with type I or type II hoods (ACC 10.36A.025) | Included with the Fire Benefit Charge |
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