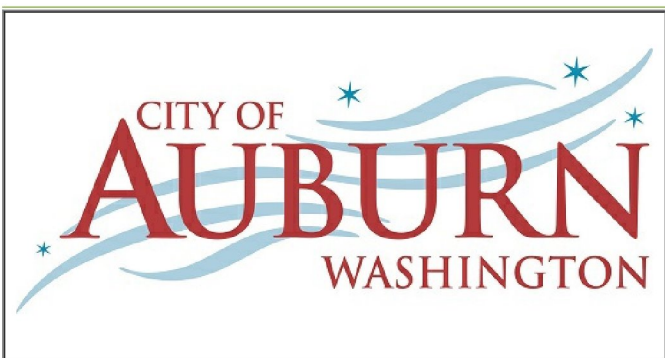


	City Council Meeting October 16, 2023 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

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

III. PUBLIC PARTICIPATION

1. Public Participation

The Auburn City Council Meeting scheduled for Monday October 16, 2023 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 205 0468

Toll Free: 888 475 4499

Zoom: <https://us06web.zoom.us/j/83243307360>

A. Pledge of Allegiance

IV. Roll Call

V. APPOINTMENTS

A. Junior City Council

City Council to approve the appointment of Lawand Muhsen to Auburn Junior City Council for a two year term expiring August 31, 2025

(RECOMMENDED ACTION: Move to approve the appointment of Lawand Muhsen to Auburn the Junior City Council, for a two year term to expire August 31, 2025.)

VI. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Breast Cancer Awareness Month

Mayor Backus to proclaim October 2023 as "Breast Cancer Awareness Month" in the City of Auburn

VII. AGENDA MODIFICATIONS

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

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

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

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

IX. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baldwin)

X. CONSENT AGENDA

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

- A. Minutes of the September 25 and October 9, 2023, Study Session Meetings
- B. Minutes of the October 2, 2023, City Council Meeting
- C. Claims Vouchers (Thomas)
Claims voucher list dated October 11, 2023 which includes voucher number 473691 through 473862, in the amount of \$2,434,490.72, one electronic fund transfer in the amount of \$264.41, and three wire transfers in the amount of \$784,523.93
- D. Payroll Voucher (Thomas)
Payroll check numbers 539528 through 539532 in the amount of \$83,479.07, electronic deposit transmissions in the amount of \$2,672,916.87, for a grand total of \$2,756,395.94 for the period covering September 28, 2023 to October 11, 2023

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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ORDINANCES

- A. Ordinance No. 6917 (Faber)
An Ordinance relating to Metal Detecting in City Parks and adding Section 2.22.240 to the Auburn City Code

(RECOMMENDED ACTION: Move to approve Ordinance No. 6917.)

XIV. RESOLUTIONS

- A. Resolution No. 5719 (Boesche)
A Resolution amending the City of Auburn Fee Schedule to Adjust for 2024 Fees
- B. Resolution No. 5734 (Tate)
A Resolution endorsing use of the 2024 Valley Regional Fire Authority Fee Schedule as adopted by the VRFA Board of Governance

(RECOMMENDED ACTION: Move to adopt Resolution No. 5719.)

- C. Resolution No. 5740 (Tate)
A Resolution authorizing the Mayor to execute an Interlocal Agreement between the

City of Auburn and the City of Kent in support of the Annexation of the Bridges Community

(RECOMMENDED ACTION: Move to adopt Resolution No. 5740.)

D. Resolution No. 5742 (Gaub)

A Resolution authorizing the Mayor to accept and administer a Commute Trip Reduction Formula Grant Award from the State Department of Transportation

(RECOMMENDED ACTION: Move to adopt Resolution No. 5738.)

XV. MAYOR AND COUNCILMEMBER REPORTS

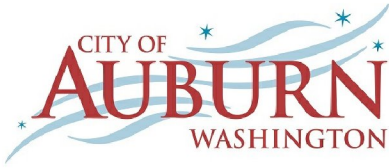
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

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:

Minutes of the September 25 and October 9, 2023, Study Session Meetings

Date:

October 9, 2023

Department:

City Council

Attachments:

[September 25, 2023 Minutes](#)

[October 9, 2023 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

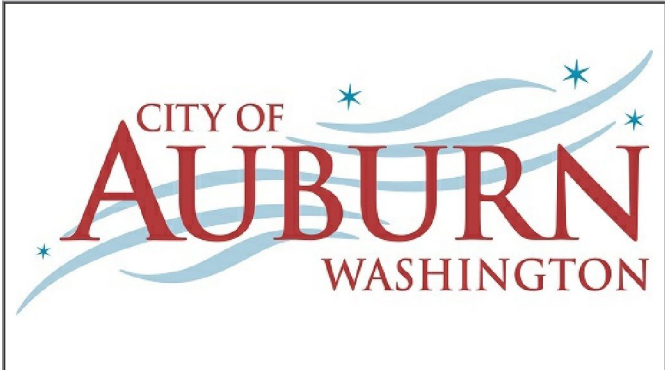
Revised Budget: \$0

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

Meeting Date: October 16, 2023

Staff:

Item Number: CA.A

	City Council Study Session PWCD SFA September 25, 2023 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

A. PUBLIC PARTICIPATION

Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Kate Baldwin, Larry Brown, Cheryl Rakes, and Yolonda Trout-Manuel. Councilmembers Bob Baggett and Robyn Mulenga were excused.

Department directors and staff members present included: Acting City Attorney Harry Boesche, Assistant Chief of Police Samuel Betz, Director of Innovation and Technology David Travis, Director of Parks, Arts, and Recreation Daryl Faber, Director of Human Resources & Risk Management Candis Martinson, Director of Diversity, Equity, and Inclusion Brenda Goodson-Moore, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Senior Project Engineer Matt Larson, Project Engineer Nahom Kahsay, Arts Coordinator Allison Hyde, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

II. AGENDA MODIFICATIONS

There were no modifications to the agenda.

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, and presentations.

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. King County Metro RapidRide I-Line Project Update (Gaub) (20 Minutes)

This portion of the meeting was Chaired by Councilmember Brown.

Director Gaub introduced Janine Robinson, Lluvia Ellison-Morales, and Amanda Pleasant-Brown from King County Metro who provided Council with an update on the King County Metro RapidRide I-Line Project including the purpose of the RapidRide, priority results from community members, I-Line routes and funding. They also discussed the project timeline, community engagement, benefits of the I-Line, station locations and appearance, Right-of-Way Acquisitions, and the next steps of the project.

Council discussed feeder routes to the I-Line, Metro Flex, the project website, signage at stations, locations, community engagement, costs to riders, parking, and route times.

B. Comprehensive Transportation Plan Update - Policy Review (MMLOS Standards) (Gaub) (35 Minutes)

Assistant Director Sweeting provided Council with an overview of the Comprehensive Transportation Plan Policy update including schedule overview, goals, multimodal level of service standards, reasons for implementation, vehicle level of service standards, intersection delays, and intersection queuing. He discussed active transportation level of service standards including biking and walking standard policies, types of bicycle facilities, biking routes, and Engineering Design Standards. He also discussed transit level of service standards, transit types, routes, policies, freight level of service standards, other policy updates, feedback, public outreach, and the next steps.

Council discussed traffic studies, delays, biking and walking level of service standards, environmental justice, and The Comprehensive Plan.

C. Capital Projects Status Report and Feature Capital Project (Gaub) (15 Minutes)

Engineers Larson and Kahsay provided Council with an overview of the Capital Project Status Report including the number of current projects, and their statuses. They reviewed the following projects: MS2214 the 2023 CDBG Sidewalk Improvements, CP2234 Marchini Meadows Pond Upgrades, CP2117 A Street Loop, CP2129 Auburn Way South Southside Sidewalk Improvements, CP2121 Riverwalk Drive Non-Motorized Improvements, and I Street Northeast.

They provided Council with an overview of the Featured Capital Project, CP2207 10TH ST NW/ A ST NW Intersection Improvements including location of project site, scope and purpose, existing condition, benefits, project budget, and schedule.

Council discussed materials, traffic delays, traffic studies, and project CP2121.

D. Public Art Deaccession (Faber) (10 Minutes)

Director Faber introduced Coordinator Hyde who provided Council with an overview of the Public Art Deaccession including the City's Policy and Procedure to deaccess artwork, the two pieces to be deaccessed, qualifications for deaccession, costs, and next steps.

Council thanked Allison and staff for their hard work.

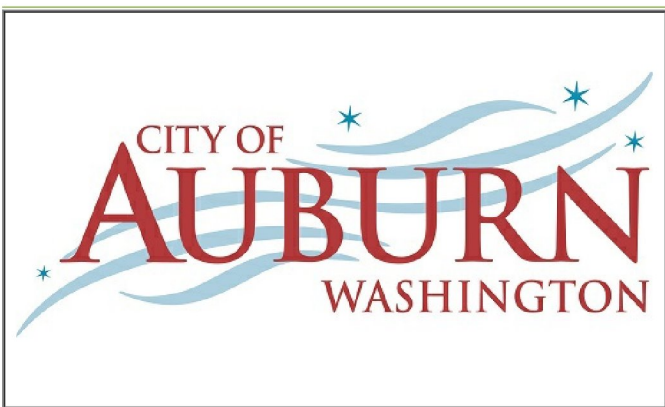
V. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:29 p.m.

APPROVED this 2nd day of October 2023.

JAMES JEYARAJ, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

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

	City Council Study Session Muni Services SFA October 9, 2023 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Kate Baldwin, Larry Brown, Robyn Mulenga, Cheryl Rakes, and Yolonda Trout-Manuel. Councilmember Bob Baggett was excused.

Department directors and staff members present included: Acting City Attorney Harry Boesche, Chief of Police Mark Caillier, Director of Innovation and Technology David Travis, Arts and Events Manager Julie Kruger, Assistant Director of Community Development Jason Krum, Director of Human Resources & Risk Management Candis Martinson, Director of Diversity, Equity, and Inclusion Brenda Goodson-Moore, Director of Administration Dana Hinman, Director of Public Works Ingrid Gaub, Emergency Manager Karissa Smith, Utility Billing Services Manager Joan Nelson, Business Systems Analyst Chrissy Malave, and City Clerk Shawn Campbell. Mayor Nancy Backus was excused.

III. AGENDA MODIFICATIONS

A Racially, Equitable, Diverse, and Inclusive (REDI) Program Report was added under Agenda Items for Council Discussion.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, and presentations.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. REDI Program Report

Councilmember Baldwin and Councilmember Brown provided Council with a status report on the REDI Program.

B. Ordinance No. 6920 (Thomas) (30 Minutes)

An Ordinance amending Section 8.08.180 of the Auburn City Code relating to Solid Waste Collection Charges

Manager Nelson provided Council with an overview of Ordinance No. 6920 including the background of the Rate Study, the Solid Waste Fund, Litter Service Crew funding, the Rate Study assumptions, 2021 contract services enhancements, and the proposed rates for 2024.

Council discussed the bulky items pickup, the City's rate of garbage, the rate increases, and options for reduced rates.

C. Resolution No. 5719 (Boesche) (10 Minutes)

A Resolution amending the City of Auburn Fee Schedule to adjust for 2024 Fees

Director Gaub and Assistant Director Krum provided Council with an overview of Resolution No. 5719 including the proposed fee changes.

Council discussed utility shut off fees.

D. Resolution No. 5734 (Tate) (5 Minutes)

A Resolution endorsing use of the 2024 Valley Regional Fire Authority Fee Schedule as adopted by the VRFA Board of Governance

Assistant Director Krum provided Council with an overview of Resolution No. 5734 including the VRFA Fee Schedule.

VI. MUNICIPAL SERVICES DISCUSSION ITEMS

A. Ordinance No. 6917 (Faber) (5 Minutes)

An Ordinance relating to Metal Detecting in City Parks and adding Section 2.22.185 to the Auburn City Code

This portion of the meeting was Chaired by Councilmember Brown.

Manager Krueger provided Council with an overview of Ordinance No. 6917 including the rules and policies around metal detectors in City parks.

B. Domestic Violence Update (Tate/Caillier/Boesche) (15 Minutes)

Director Tate, Chief Caillier, and Acting City Attorney Boesche provided Council with an update on the City's efforts to combat domestic violence (DV). They reviewed the Legal Departments role in prosecuting, types of crimes considered DV, the prosecution personnel, the role of the DV

Paralegal, recent changes to the law, charging statistics, number of police calls of service, related arrests, resources provided by the Police Department and resources provided by Human Services that is funded by the Community Development Department, and the number of Auburn residents being served.

Council discussed additional reports to Council, a City staff advocate, services provided to victims, services provided by non-profits, missing and murdered indigenous people, and the number of cases that followed through to prosecution now compared to when the City had an advocate. Council requested an update on the Municipal Court at the next Study Session meeting.

C. Emergency Management Update (Hinman) (20 Minutes)

Director Hinman and Manager Smith provided Council with an Emergency Management Update including the upcoming Winter Outlook, the in-person Community Emergency Response Team (CERT) Class graduation, 2023 achievements, upcoming projects, and the Certified Emergency Management Plan (CEMP) Update.

Council discussed State and Federal partnerships, emergency planning, contacting people with language barriers, and risk management classes.

Council asked for an update on public engagement and attending a tour of Orting's Quixote Veterans Village.

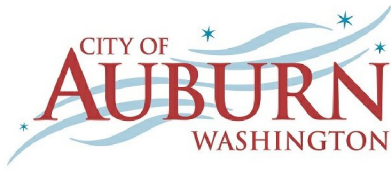
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:15 p.m.

APPROVED this 16th day of October 2023.

JAMES JEYARAJ, DEPUTY MAYOR Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the October 2, 2023, City Council Meeting

Department:

City Council

Attachments:

[October 2, 2023 Minutes](#)

Date:

October 9, 2023

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

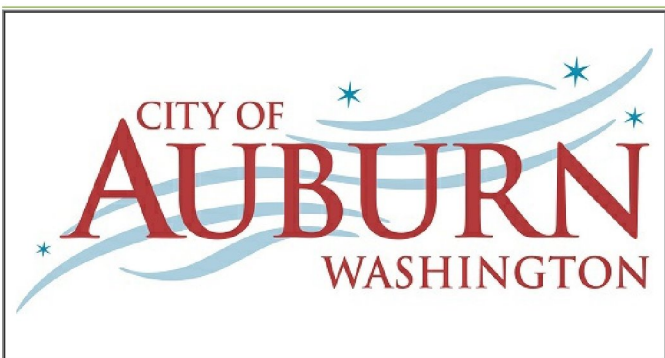
Revised Budget: \$0

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

Meeting Date: October 16, 2023

Staff:

Item Number: CA.B

	City Council Meeting October 2, 2023 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

The City Council Meeting was held in person and virtually.

II. LAND ACKNOWLEDGMENT

III. PUBLIC PARTICIPATION

1. Public Participation

A. Pledge of Allegiance

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

IV. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Larry Brown, Kate Baldwin, Robyn Mulenga, and Cheryl Rakes. Councilmember Bob Baggett, and Yolonda Trout-Manuel were excused.

Department directors and staff members present included: Acting City Attorney Harry Boesche, Director of Public Works Ingrid Gaub, Chief of Police Mark Caillier, Outside Counsel Bob Sterbank, Domestic Violence Paralegal Gloria Cody, Director of Finance Jamie Thomas, Director of Diversity, Equity, and Inclusion Brenda Goodson-Moore, Director of Human Resources and Risk Management Candis Martinson, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Indigenous Peoples' Day

Mayor Backus proclaimed October 9, 2023, as "Indigenous Peoples' Day" in the City of Auburn.

B. Domestic Violence Awareness Month

Mayor Backus proclaimed October 2023 as "Domestic Violence Awareness Month" in the City of Auburn.

Gloria Cody, Domestic Violence Paralegal, accepted the proclamation and thanked Mayor and Council for their support.

VI. **AGENDA MODIFICATIONS**

There were no modifications to the agenda.

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

A. **Audience Participation**

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

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

Tracy Taylor Lakeland Hills

Ms. Taylor expressed gratitude to the Parks Department and all involved City staff for their hard work on the Postmark Center for the Arts building.

Linda Redman 2407 18TH ST SE

Ms. Redman expressed her concerns regarding national sovereignty, censorship, and medical resources.

B. **Correspondence**

There was no correspondence for Council to review.

VIII. **COUNCIL AD HOC COMMITTEE REPORTS**

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

1. Finance Ad Hoc Committee (Chair Baldwin)

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

IX. **CONSENT AGENDA**

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

A. Minutes of the September 18, 2023, City Council Meeting

B. Claims Vouchers (Thomas)

Claims voucher list dated September 27, 2023 which includes voucher number 473533 through 473690, in the amount of \$7,760,751.77, five electronic fund transfers in the amount of \$2,269.84, and four wire transfers in the amount of \$914,289.49

C. Payroll Voucher (Thomas)

Payroll check numbers 539525 through 539527 in the amount of \$726,043.71, electronic deposit transmissions in the amount of \$2,523,912.87, for a grand total of \$3,249,956.58 for the period covering September 14, 2023 to September 27, 2023

Deputy Mayor Jeyaraj moved and Councilmember Brown seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 5-0

X. UNFINISHED BUSINESS

There was no unfinished business.

XI. NEW BUSINESS

There was no new business.

XII. RESOLUTIONS

A. Resolution No. 5738 (Gaub)

A Resolution authorizing the Mayor to execute an amendment to the loan agreement between the City and the Community Aviation Revitalization Board relating to Project No. CP2201, Airport T-Hangar Upgrades

Councilmember Brown moved and Councilmember Rakes seconded to adopt Resolution No. 5738.

Councilmember Mulenga abstained.

MOTION CARRIED UNANIMOUSLY. 4-0

B. Resolution No. 5739 (Faber)

A Resolution surplussing and deaccessing the artworks entitled "You Are Here - Millennium Sundial" and "Centennial Mural"

Councilmember Brown moved and Councilmember Rakes seconded to adopt Resolution No. 5739.

MOTION CARRIED UNANIMOUSLY. 5-0

C. Resolution No. 5741 (Thomas)

A Resolution authorizing the Mayor to execute an amendment to the agreement between the City of Auburn and Foster Garvey PC for legal services to the City

Councilmember Baldwin moved and Deputy Mayor Jeyaraj seconded to postpone the Resolution for further review and discussion at a Study Session meeting.

Council discussed rates, the current contract timeline, services, budget, and the interview process.

MOTION CARRIED UNANIMOUSLY. 3-2. Deputy Mayor Jeyaraj and Councilmember Baldwin voted no.

Councilmember Brown moved and Councilmember Mulenga seconded to adopt Resolution No. 5741.

MOTION CARRIED UNANIMOUSLY. 3-2. Deputy Mayor Jeyaraj and Councilmember Baldwin voted no.

XIII. 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

No reports from Council.

B. From the Mayor

No report from Mayor Backus.

XIV. ADJOURNMENT

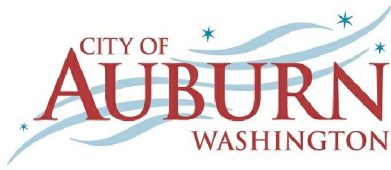
There being no further business to come before the Council, the meeting was adjourned at 7:39 p.m.

APPROVED this 16th day of October, 2023.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

October 10, 2023

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated October 11, 2023 which includes voucher number 473691 through 473862, in the amount of \$2,434,490.72, one electronic fund transfer in the amount of \$264.41, and three wire transfers in the amount of \$784,523.93.

Reviewed by Council Committees:

Councilmember: Baldwin

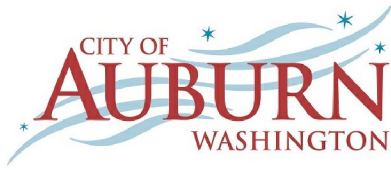
Staff:

Thomas

Meeting Date: October 16, 2023

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

October 10, 2023

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background for Motion:**

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 539528 through 539532 in the amount of \$83,479.07, electronic deposit transmissions in the amount of \$2,672,916.87, for a grand total of \$2,756,395.94 for the period covering September 28, 2023 to October 11, 2023.

Reviewed by Council Committees:

Councilmember: Baldwin

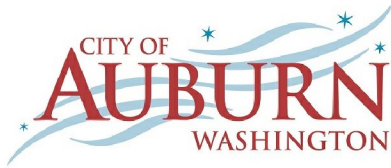
Staff:

Thomas

Meeting Date: October 16, 2023

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6917 (Faber)

Date:

October 11, 2023

Department:

Parks/Art and Recreation

Attachments:

[Ordinance 6917](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Move to approve Ordinance No. 6917.

Background for Motion:

Currently, the City does not have regulations pertaining to metal detecting in parks; this Ordinance would formalize rules to make it legal within certain restrictions.

Background Summary:

City Council reviewed the proposed Ordinance at the October 9, 2023 Study Session and recommended to move forward for approval.

Reviewed by Council Committees:

Councilmember: Brown

Staff: Faber

Meeting Date: October 16, 2023

Item Number: ORD.A

ORDINANCE NO. 6917

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO METAL DETECTING IN CITY PARKS AND ADDING SECTION 2.22.240 TO THE AUBURN CITY CODE

WHEREAS, Chapter 2.22 of the Auburn City Code contains the rules and regulations for the several city parks; and

WHEREAS, the park rules prohibit the destruction of park property and vegetation, but the current rules contain no regulation of the use of metal detectors in city parks; and

WHEREAS, each year the City receives numerous inquiries asking whether the use of metal detectors is allowable on park property; and

WHEREAS, metal detecting is recognized as a legitimate recreation activity when it is conducted in ways that do not damage the natural and cultural resources.

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

Section 1. New Section Added to City Code. Chapter 2.22 of the Auburn City Code is amended to add a new section, 2.22.185, Metal Detecting, to read as shown in Exhibit A.

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

Section 3. 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 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

Harry Boesche, Acting City Attorney

Published: _____

EXHIBIT A

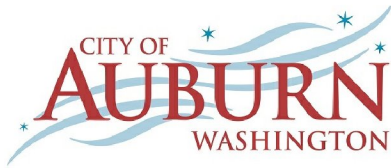
2.22.185 Metal Detecting

A. Metal detecting is allowed in any park during the hours when the park is open as long as the activity does not interfere with reserved or organized sports or activities, or with the enjoyment of the park by other users. Metal detecting is not allowed on athletic fields, municipal golf courses, in ornamental planting areas, or in critical areas or their buffers as defined in Chapter 16.10 ACC. Metal detecting in camping areas is permitted only in unoccupied campsites or in a campsite lawfully occupied by the detector.

B. Persons operating metal detectors in parks must:

1. Not make a noticeable impact to park property. Metal must be removed from the ground with minimal sod disturbance. Any holes dug are limited to six inches maximum depth and must be immediately refilled and the surface restored to its earlier condition. Holes in turf must be dug in a 'U' shape so that one edge of turf remains connected. The turf flap will be flipped back over when the hole is refilled.
2. Not destroy or disturb park facilities, signs, equipment, natural features, or historical or archeological resources.
3. Not remove any items that appear to have historical or archaeological significance, and report such a find to a Department of Parks and Recreation employee.
4. Only use ice picks, screwdrivers, or probes under two inches in width, and digging implements that do not exceed five inches in width and eight inches in length.
5. Properly dispose of all found or recovered trash and litter.
6. Observe all federal, state, and local laws and regulations while metal detecting.

C. This section does not apply to city employees who are engaged in the performance of their duties. Exceptions for use of metal detectors in city parks may be allowed if approved by the Director in writing, which written approval must be available during performance of the metal detecting.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5719 (Boesche)

Date:

August 14, 2023

Department:

City Attorney

Attachments:

[Resolution No. 5719](#)

[Proposed 2024 Fee Schedule](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5719.

Background for Motion:

In 2007, the City Council passed Ordinance No. 5707, which provided for the adoption of a fee schedule. Every year, City staff reviews the fees charged by their respective departments and recommend adjustments based on current costs, or inflation when appropriate. Resolution No. 5719 would approve proposed adjustments and amend the City of Auburn Fee Schedule for fees to be charged in 2024.

Background Summary:

Resolution No. 5719 proposes modifications to the City's Fee Schedule as part of its annual review process. Each department has reviewed its fees, rates, and charges, to ensure they are reflective of current costs, or inflation where appropriate.

Traffic Impact Fees have been increased based on the discussion with City Council at the May 22, 2023 Council Study Session and on the updated Transportation Improvement plan adopted by Council in June of 2023.

System Development Charges have been increased in accordance with previous City Council direction to use the Construction Cost Index for the previous year which is at 7.4% as of July 2023.

The Airport Advisory Board approved the proposed airport fees at their September 20, 2023, board meeting, and recommends adoption by the City Council.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff:

Boesche

Meeting Date: October 16, 2023

Item Number:

RES.A

RESOLUTION NO. 5719

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AMENDING THE CITY OF
AUBURN FEE SCHEDULE TO ADJUST FOR 2024 FEES

WHEREAS, the City of Auburn provides various services, a number of which entail charging a fee; and

WHEREAS, the City Council provided for the adoption of a Fee Schedule with the passage of Ordinance 5707; and

WHEREAS, it is appropriate to review and amend the schedule for City fees to be charged in 2024.

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

Section 1. The City of Auburn Fee Schedule is amended as set forth in the attached document.

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, and on January 1, 2024.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Harry Boesche, Acting City Attorney

CITY OF AUBURN FEE SCHEDULE
FEES FOR CITY PERMITS, LICENSES, PUBLICATIONS, AND ACTIONS
Effective January 1, 2024.

A. PLANNING FEES (Per Ordinance No. 5707, Ordinance No. 5715, Ordinance No. 5819, Resolution No. 3797, Resolution No. 3953, Resolution No. 4070, Resolution No. 4117, Resolution No. 4143, Ordinance No. 6077, Resolution No. 4272, Resolution No. 4424, Ordinance No. 6276, Resolution No. 4552, Ordinance No. 6295, Resolution No. 4868, Resolution No. 4880, Resolution 4964, Ordinance 6477, Resolution No. 5016, Resolution 5114, Resolution No. 5181, Resolution No. 5213, Resolution No. 5228, Resolution No. 5255, Resolution No. 5312, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)

1. Application Fees: Applications for any action identified below shall not be accepted for filing, unless otherwise noted, until the fees per the below schedule have been paid to the City. ¹	
Additional Meeting Fee (beyond the specified number)	\$340 <u>350</u> .00 per meeting
Additional Re-submittal Fee (applied after 3 city reviews of the application)	\$115 <u>123</u> .00 per re-submittal
Administrative Use Permits (covers 1 meeting with staff after which additional meeting fees apply)	\$1,906 <u>1,963</u> .00
Appeal of Administrative Decisions issued under Chapter 1.25, Title 3, Title 5, Title 8, Title 14, Title 15, Title 16, Title 17, Title 18 or Title 19 to Hearing Examiner ¹ . Hearing Examiner costs are included within the appeal fee and are therefore not billed separately.	\$1,348 <u>1,358</u> .00
Preliminary Binding Site Plan ² (covers 2 meetings with staff after which additional meeting fees apply)	\$5,316 <u>5,475</u> .00 + \$68.00/lot
Boundary Line Adjustment ¹ : Residential (Single Family & Multi-Family) Non-Residential (includes mixed use projects)	\$1,578 <u>1,625</u> .00 \$2,366 <u>2,437</u> .00
Boundary Line Elimination ¹	\$620 <u>639</u> .00
Comprehensive Plan Map Amendments ³ (covers 2 meetings with staff after which additional meeting fees apply)	\$7,957 <u>8,196</u> .00 (includes rezone application fee)
Comprehensive Plan Text Amendments ³ (covers 2 meetings with staff after which additional meeting fees apply)	\$7,957 <u>8,196</u> .00
Conditional Use Permits ^{1, 6} (covers 2 meetings with staff after which additional meeting fees apply): Residential (Single Family & Multi-Family) All Other (includes mixed use projects)	\$2,486 <u>2,561</u> .00 + Hearing Examiner expenses. \$3,726 <u>3,838</u> .00 + Hearing Examiner expenses.

¹ Please note that the City of Auburn may collect a review fee on behalf of the Valley Regional Fire Authority for certain land use and/or environmental reviews which fee is collected in addition to the City's required fees.

² Per Auburn City Code, a modification to an approved binding site plan shall be processed in the same manner as the original binding site plan approval. Therefore, the specified fee shall apply to a new or modified binding site plan approval request.

³ Fees for amendments to text or maps of the Comprehensive Plan apply only where an applicant seeks an amendment affecting specific properties rather than the City generally or property within the City generally.

Conditional Use Permits ⁴ – Minor Adjustment (covers 1 meeting with staff after which additional meeting fees apply): Residential (Single Family & Multi-Family) All Other (includes mixed use projects)	 \$1,3721,413.00 \$2,0592,121.00
Critical Areas Review: Required on-site mitigation, monitoring & reporting ⁵ Critical Areas Determinations (Exemptions or Applicability) City review of environmental studies, plans or reports (whether submitted with another city application or not and includes one re-submittal) Critical Areas Variance – administrative Critical Areas Variance – hearing examiner ^{1, 6}	 \$4,1774,302.00 + actual costs for inspection and report preparation by contracted professional. \$340350.00 \$340350.00/study, plan or report \$340350.00 \$1,2791,317.00 + total hourly charge for Hearing Examiner + associated expenses to be paid by applicant prior to issuance of final decision.
Current Use Taxation (covers 1 meeting with staff after which additional meeting fees apply)	\$1,0531,085.00
Development Agreement and Amendments	\$5,5245,690.00 + \$66.00/lot or dwelling unit
Architectural & Site Design Review and/or Major Modifications to Already Issued Design Review Decisions (covers 1 meeting with staff after which additional meeting fees apply)	\$2,5262,602.00
Architectural & Site Design Review Minor Modification (applies to already issued design review decisions)	\$365376.00
Eligible Facilities Request (EFR) Assoc. with modification of a wireless wireless communication facility (WCF)	\$134138.00
Environmental Review (covers 1 meeting with staff after which additional meeting fees apply): SEPA Checklist review ¹ (includes City issuance of DNS, MDNS, or DS as appropriate; if a DS, this fee is in addition to the review of the EIS)	 \$1,3881,430.00 + \$340350.00/required study

⁴ Per Auburn City Code, a major adjustment to an approved conditional use permit shall be processed in the same manner as the original conditional use permit approval. Therefore, the specified fee shall apply to a new request for conditional use permit approval or a request for a major adjustment to a previously approved conditional use permit approval.

⁵ For monitoring required over multiple years, the total monitoring fee for the required monitoring period shall be paid prior to final plat approval or issuance of Certificate of Occupancy or release of required financial security.

Revised or Supplemental SEPA Checklist review ¹ (includes City issuance of Addendum, if appropriate)	\$ <u>461,475.00</u> + \$ <u>340,350.00</u> /required study
SEPA 3 rd Party Review	Actual costs
Environmental Impact Statement	\$ <u>11,395,117.37</u> .00 + actual costs for preparation of draft & final statements including labor, materials, mailing & other actual costs relating to the drafting & circulating of the EIS.
Final Plats – Subdivisions and Final Binding Site Plans (covers 2 meetings with staff after which additional meeting fees apply and 1 re-submittal)	\$ <u>2,999,089.00</u> + \$58.00/lot
Final Plats – Short Plats (covers 1 meeting with staff after which additional meeting fees apply and 1 re-submittal)	\$ <u>1,483,528.00</u> + \$28.00/lot
Flexible Development Alternatives Application Review (covers 1 meeting with staff after which additional meeting fees apply and 1 re-submittal)	\$ <u>2,526,602.00</u>
Hearing Examiner – Conduct of Hearing and Preparation of Decision ⁶	Total hourly charge for hearing examiner plus associated expenses to be paid by applicant prior to issuance of -associated permits
Floodplain Development Permit: Level One	\$ <u>409,421.00</u>
Floodplain Development Permit: Level Two – Habitat impact Assessment	\$ <u>1,170,120.00</u>
Floodplain Development Permit: Level Three – Habitat Impact Assessment & Hydraulic Analysis (Hydraulic Analysis to be Conducted by Outside Third Party Third-Party Consultant)	\$ <u>2,047,210.00</u> + Third Party Review Fees
Mitigation Plan Review Associated with a Floodplain Development Permit	\$ <u>1,113,146.00</u>
City Acknowledgement Review of FEMA Flood Map Revision Application; for projects requiring public notification process additional fee will be assessed based on additional resubmittal fee and actual hours expended	\$ <u>359,370.00</u>
Floodplain Development Permit Exemption Letter	\$ <u>233,240.00</u>
Floodplain Elevation Certificate	\$ <u>115,118.00</u>

⁶ The total expense for the Hearing Examiner is the responsibility of the applicant and is in addition to the relevant application fee for applications requiring a public hearing before the Hearing Examiner (e.g. conditional use permit). The expense for Hearing Examiner services will be determined after the Hearing Examiner has provided an invoice to the City that itemizes expenses incurred and this will be entered in the electronic permit tracking system as a payment due the city from the Applicant prior to final project approval.

Landscape Plan Revision, including tree removal requests, after initial implementation and after city acceptance of initial maintenance period.	\$132 <u>136</u> .00
<u>Landscape/zoning compliance re-inspection</u>	<u>\$123.00</u>
Legal Lot Determinations: Affidavit/application for “Innocent Purchasers.”	\$1,042 <u>1,073</u> .00
Request/application for legal lot determination.	\$2,418 <u>2,491</u> .00
Mining Permits (covers 3 meetings with staff after which additional meeting fees apply)	\$4,770 <u>4,913</u> .00
Miscellaneous Administrative Decisions (i-e-i.e. , sign area deviation, written code interpretations, etc.)	\$2,442 <u>2,515</u> .00
Specific - Work Hour/Noise Exception	\$362 <u>373</u> .00
Plat Alteration or Vacation ⁶ (application covers 1 meeting with staff after which additional fees apply)	\$5,188 <u>5,344</u> .00/request + Hearing Examiner expenses.
Plat Modification (application covers 1 meeting with staff after which additional fees apply)	\$1,974 <u>2,033</u> .00/request
Preliminary Plats – Subdivisions ^{1, 6} (application covers 3 meetings with staff after which additional fees apply)	\$10,412 <u>10,724</u> .00 + \$132.00/lot + Hearing Examiner expenses.
Preliminary Plats – Short Plats ¹ (application covers 1 meeting with staff after which additional fees apply)	\$4,496 <u>4,631</u> .00 + \$68.00/lot
Preliminary Site Plan Review (non-PUD) (application covers 1 meeting with staff after which additional fees apply)	\$2,526 <u>2,602</u> .00
Pre-application Meeting (application covers 1 meeting with staff after which additional fees apply)	\$340.350 .00 – fee will be applied towards any related application made within one year of the date the pre-application meeting was held
PUD – Major Adjustment ⁷ (application covers 2 meetings with staff after which additional fees apply)	\$5,144 <u>5,298</u> .00
Public Notice Boards: 2’ x 4’ public notice board	\$105 <u>108</u> .00
4’ x 4’ public notice board	\$178 <u>183</u> .00
Rezone – zoning map amendment (application covers 2 meetings with staff after which additional fees apply)	\$4,177 <u>4,302</u> .00
School Impact Fee Collection: ⁸ Per Single Family Dwelling Unit	\$71 <u>73</u> .00
Per Multi-Family Dwelling Unit	\$35 <u>36</u> .00
SEPA – see <i>Environmental Review</i>	

⁷ A prior City Code amendment eliminated Planned Unit Developments (PUD). The PUD fees included herein are applicable only to the existing previously approved PUDs.

⁸ The City collects an application fee to cover the reasonable cost of administration of the school impact fee program.

Shoreline (application covers 1 meeting with staff after which additional fees apply):	
Shoreline Exemption Determination	\$284 <u>292</u> .00
Shoreline Conditional Use Permit ⁶	\$3,735 <u>3,847</u> .00 + Hearing Examiner expenses.
Shoreline Substantial Development Permit ⁶	\$3,735 <u>3,847</u> .00 + Hearing Examiner expenses.
Shoreline Variance ⁶	\$3,735 <u>3,847</u> .00 + Hearing Examiner expenses.
Short Plat Modification (application covers 1 meeting with staff after which additional fees apply)	\$1,044 <u>1,975</u> .00/requested modification
Site Plan Approval – PUD, Residential ⁷ (application covers 1 meeting with staff after which additional fees apply)	\$2,526 <u>2,602</u> .00 + \$68.00/lot or unit
Site Plan Approval - PUD, Non-residential ⁷ (application covers 1 meeting with staff after which additional fees apply)	\$2,628 <u>2,707</u> .00 + \$68.00/lot or unit
Special Exception: ^{1, 6}	
Single Family Residential; for a single lot request (to <u>Hearing to Hearing</u> Examiner)	\$340 <u>350</u> .00 + Hearing Examiner expenses
All Other Instances	\$1,279 <u>1,317</u> .00 + Hearing Examiner expenses
Special Home Occupation Permits	\$340 <u>350</u> .00
Third Party Review of Reports	\$212 <u>218</u> .00 + Actual Costs of Consultant
Three-Party Outside Utility Extension Agreement - Site Specific Review (application covers 1 meeting with staff after which additional fees apply)	\$1,362 <u>1,403</u> .00 + plus the City's actual costs in performing under the terms of the agreement as negotiated between the parties
Type I Temporary Use Permit ¹	\$240 <u>247</u> .00 \$63.00 per extension request
Type II Temporary Use Permit ¹	\$623 <u>642</u> .00 \$63.00 per extension request
Variance: ¹	
Administrative	\$2,673 <u>2,753</u> .00
Single Family Residential for a single lot request (to Hearing Examiner)	\$339 <u>349</u> .00+ Hearing Examiner expenses

All other instances (includes mixed use residential) (to Hearing Examiner)	\$ 4,0084,128 .00 + Hearing Examiner expenses
Water/Sewer Certificate ¹ (outside of city limits for other than one single-family residence)	\$ 409421 .00
Zoning Certification Letter (per parcel): Residential (Single Family & Multi-Family)	\$ 7173 .00
Non-Residential (includes mixed use development)	\$ 138142 .00
Zoning Code Text Amendment (application covers 1 meeting with staff after which additional fees apply)	\$ 7,9578,196 .00
2. BOOKS, MAPS, MATERIALS: ⁹ (pursuant to Resolution No. 3953)	
Comprehensive Plan	Cost of Production
Downtown Plan	Cost of Production
Downtown Plan Appendices	Cost of Production
Copies of Codes and Ordinances	Cost of Production
Maps	Cost of Production
3. LAND CLEARING, GRADING AND FILLING FEES (Per Ordinance No. 6146, Resolution No. 4272 Resolution No. 4424, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681, and Resolution No. 5719.)	
Land Clearing:	
Application Fee (for up to 1 acre)	\$ 409421 .00
>1 to 5 acres	\$ 409421 .00 + \$125.00/acre
Over 5 acres	\$ 1,0301,061 .00 (includes first 5 acres) + \$92.00/acre
Grading and Filling Fees:	
Application Fee without FAC (for up to 500 cubic yards):	
Minor Grading Permit	\$ 1,7541,807 .00
Single Family Residential for a single lot	\$ 2,6892,770 .00
Non-Residential and Multi-Family	\$ 8,7729,035 .00
Other (Early Clear and Grade Prior to, Utility, etc.)	\$ 7,0187,229 .00
Application Fee with FAC (for up to 500 cubic yards)	\$ 1,1701,205 .00
Over 500 cubic yards	Application Fee + \$0.10/cubic yard
Additional Review:	
Each additional grading plan review without FAC beyond a 3rd review prior to plan approval will require an additional fee of \$ 920984 .00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to complete an additional fee of \$ 115123 .00 per hour will be charged and must be paid prior to plan approval.	

⁹ Prices for printed materials do not include any taxes.

Additional grading plan review without FAC required by changes, additions or revisions to plans during construction will require an additional fee of ~~\$460~~492.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete, an additional fee of ~~\$115~~123.00 per hour will be charged and must be paid prior to plan approval.

4. BUILDING FEES *(per Ordinance 5715, Ordinance 5819, Resolution No. 3773, Resolution No. 3797, Resolution No. 3818, Resolution No. 3953, Resolution No. 4143, Ordinance No. 6146, Resolution No. 4272, Resolution No. 4424, Resolution No. 5134, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, ~~and~~ Resolution No. 5681, ~~and~~ Resolution No. 5719.)*

- a. Building Permit Fees:** Building permit fees for new structures and additions are based upon a project's construction valuation as set forth by the International Code Council (ICC). ICC's construction valuation table is hereby incorporated into the City of Auburn's fees schedule. Construction valuations will be updated on January 1st of each year. Project valuation for alterations to existing buildings and for other structures not identified in the ICC construction valuation table are based on the fair market value of the labor and materials of the scope of work associated with the permit. The fee for each International Building Code, International Residential Code, Washington State Energy Code or Washington State Indoor Air Quality Code building permit shall be as set forth in Table 1-A, below.¹⁰

¹⁰ Please note that the City of Auburn may collect a review fee for the Valley Regional Fire Authority for certain permit applications that is collected in addition to the City's required fees.

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$32.00
\$500.01 to \$2,000.00	\$32.00 for the first \$500.00 plus \$6.00 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,000.01 to \$25,000.00	\$122.00 for the first \$2,000.00 plus \$18.60 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,000.01 to \$50,000.00	\$549.80 for the first \$25,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,000.01 to \$100,000.00	\$899.80 for the first \$50,000.00 plus \$10.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,000.01 to \$500,000.00	\$1,399.80 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.01 to \$1,000,000.00	\$4,999.80 for the first \$500,000.00 plus \$8.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$8,999.80 for the first \$1,000,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof

Other Inspections and Fees:

1. Inspections outside of normal business hours ~~\$175~~183.00 per hour¹
(minimum charge – two hours)
2. Reinspection fees assessed under provisions of Section 109.4.13 ~~\$145~~123.00 per hour¹
3. Inspections for which no fee is specifically indicated ~~\$145~~123.00 per hour¹
(minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans ~~\$145~~123.00 per hour¹
(minimum charge – one hour)
5. For use of outside consultants for plan checking and inspections, or both Actual costs²

FOOTNOTES:

¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

² Actual costs include administrative and overhead costs.

- b. Mechanical Permit Fees:** The fee for each permit issued under provisions of the International Mechanical Code, International Fuel Gas Code, NFPA 54 (National Fuel Gas Code), NFPA 58 (Liquefied Petroleum Gas Code), or the mechanical device provisions of the International Residential Code shall be as set forth in Table 2-A, below. For new single-family dwellings a flat rate permit fee of ~~\$226~~233.00 may be charged in lieu of fees as prescribed in Table 2-A. For new multi-family dwellings, a flat rate permit fee of ~~\$153~~158.00 may be charged in lieu of fees prescribed in Table 2-A.

Table 2-A MECHANICAL PERMIT FEES

Permit Issuance:

1. For the issuance of each mechanical permit
 - a. Residential Over the Counter** Application Fee ~~\$3839~~.00
 - b. Commercial, Multifamily, Non-Residential Application Fee ~~\$152~~157.00
2. In addition to the base mechanical application fee, each mechanical fixture shall include a permit fee of \$13.00

Other Inspections and Fees*:

1. Inspections outside of normal business hours, per hour (minimum charge -- two hours) ~~\$175~~183.00
2. Reinspection fees assessed under provisions of Section 109.4.13 ~~\$145~~123.00
3. Inspections for which no fee is specifically indicated, per hour (minimum charge -- one hour) ~~\$145~~123.00
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge -- one hour) ~~\$145~~123.00

* Per hour for each hour worked or the total cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved and include a minimum of one hour unless otherwise specified.

** Over the Counter application and permit fees are not eligible for refunds when applied for in error

- c. Plumbing Code Permit Fees:** For new single-family dwellings a flat rate permit fee of ~~\$226~~233.00 may be charged in lieu of fees as prescribed in Table 3-A. For new multi-

family dwellings, a flat rate permit fee of ~~\$153~~158.00 may be charged in lieu of fees prescribed in Table 3-A.

Table 3-A PLUMBING PERMIT FEES

Permit Issuance:

1. For the issuance of each plumbing permit
 - a. Residential Over the Counter** Application Fee ~~\$383~~39.00
 - b. Commercial, Multifamily, Non-Residential Application Fee ~~\$152~~157.00
2. In addition to the base plumbing application fee, each mechanical fixture shall include a permit fee of \$13.00

Other Inspections and Fees*:

1. Inspections outside of normal business hours..... ~~\$175~~183.00
2. Reinspection -fee ~~\$115~~123.00
3. Inspections for which no fee is specifically indicated ~~\$115~~123.00
4. Additional plan review required by changes, additions or revisions to approved plans ~~\$115~~123.00

*Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved and include a minimum of one hour unless otherwise specified

** Over the Counter application and permit fees are not eligible for refunds when applied for in error

d. Other Building Permit Fees

Change of Use: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of four hours.

Certificate of Occupancy: For issuance of a new or replaced Certificate of Occupancy not associated with any other building permit, a fee of ~~\$230~~237 will be required per certificate.

Commercial Re-roof Permit Fee: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of three hours.

Conditional Approval: When authorized by the City, permits that are issued with conditions due to project phasing, out of sequence issuance, pending associated approvals, or other advanced permitting requests made by the applicant, a conditional approval fee equivalent to the additional plan review fee based on a minimum of four hours will be required prior to issuance.

Demolition Permit Fees: Demolition permits shall be charged a base fee of ~~\$462~~167.00.

Fire Permit Fee: For each fire permit fee a City of Auburn administration fee of ~~\$115~~123.00 will be applied in addition to the fee collected for the Valley Regional Fire Authority (VRFA) as identified in the VRFA Fee Schedule.

Manufactured Home: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of four hours.

Permit Extensions: For permits that are granted an extension beyond the expiration date or date of abandonment, whether issued or not, a permit extension fee is required to be paid prior to extension. The fee shall be the lesser of ~~\$115~~123 or 50% of the original application and permit fees.

Plan Review Fees: When submitted documents are required by Section 106.3 of the Construction Administrative Code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A. The plan review fees specified in this section are separate fees from the permit fees and in addition to permit fees.

Rack Permit Fee: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of three hours.

Solar Permits – Over the Counter: The permit fee for solar installations that qualify for the over-the-counter permitting shall be equivalent to the inspection fee based on a minimum of two hours.

Stock Plan Site Plan Review Fee: The plan review fee for individual lot site plan that have an approved building stock plan shall be \$~~232~~~~239~~.00.

Temporary Certificate of Occupancy Fees: There shall be a fee equal to \$1,~~53~~00.00 for issuance of a temporary certificate of occupancy and a fee of \$~~53~~00.00 for each subsequent 30-day extension requested.

Work Without a Permit: Building construction and grading activities requiring permits per ACC 15.74 that are determined to be in violation for work occurring without an approved permit result in additional documentation, administration, research, and inspection and require more processing time. For these cases, an additional ~~20~~~~100~~% fee will be applied to the standard application and permit fees identified in sections 3 and 4 above.

It is possible a violation existed prior to property purchase by a new owner, was constructed by an individual who mislead the owner, or was constructed by an individual who was unaware of code requirements. The fact that violations may not have been created by the current owner does not relieve Code Enforcement staff from their responsibility to seek compliance from the property owner. When assessing permit fees, consideration may be given based on the circumstances, severity of the violation, and timeliness of the property owner to resolve and obtain required permits and compliance with City code.

Building Permit Fee Reductions. The Director is authorized to waive building, mechanical or plumbing permit fees for homeowners that are already enrolled in another City program that is intended to benefit ~~low-income~~~~low-income~~ residents (e.g. housing home repair program, utility discount program). This fee reduction may also be extended to contractors that are applying for permits on behalf of these homeowners provided that it can be documented that the discount is benefiting the homeowner and not supplementing a contractor's profit.

5. FIRE IMPACT FEES. Impact Fees By Land Use – Revenue Credit = 20% (Per Ordinance No. 5977, Resolution 3953, and Resolution No. 4022)

Land Use	Total Fire & EMS Cost per Unit of Development	Adjustment (Revenue Credit) at 20%	Fire and EMS Impact Fee per Unit of Development
Residential – All calculations below are per dwelling unit – Total x Number of Units			
Single Family, Duplex, Mobile Home	\$362.66	\$72.53	\$290.13
Multi-Family	\$383.09	\$76.62	\$306.47
Non-Residential – All calculations below are per square foot - Total x Square Feet			
Hotel/Motel	\$0.53	\$0.11	\$0.42
Hospital/Clinic	\$1.05	\$0.21	\$0.84
Group Living	\$2.63	\$0.53	\$2.10
Office	\$0.29	\$0.06	\$0.23
Retail	\$0.62	\$0.12	\$0.50
Restaurant/Bar/Lounge	\$1.62	\$0.32	\$1.30
Industrial/Manufacturing	\$0.11	\$0.02	\$0.09
Leisure/Outdoors	\$1.08	\$0.22	\$0.86
Agriculture	\$0.71	\$0.14	\$0.57

Church	\$0.38	\$0.08	\$0.30
Schools/Colleges	\$1.07	\$0.21	\$0.86
Government/Public Buildings	\$1.81	\$0.36	\$0.86
Casino	\$3.78	\$0.77	\$3.01
Jails	\$21.99	\$4.40	\$17.59

6. ADMINISTRATIVE PROCEDURES AND MISCELLANEOUS INSPECTIONS: In addition to any other fees specified in this chapter, there shall be a fee schedule for certain administrative procedures not otherwise included as set forth in the following schedule of fees:

a. Adult Family Home Inspection	\$370 549.00
b. Relocation (pre-inspection)	Per Table 1-A
c. Housing Inspection	Actual City Cost, minimum \$21 22.00
d. Sign Permits	Unless exempt by Ch. 18.56 ACC, the fee shall accompany each application for a sign permit. The amount of the fee shall be based upon the value of the sign pursuant to Table 1-A.

7. BUSINESS LICENSE FEES

a. The annual fee for a General Business License as defined in Chapter 5.10 of the Auburn City Code.	\$103.00
b. Contractors who are based outside of Auburn but that are performing work inside of Auburn.	\$52.00
c. Replacement fee for commercial vehicle parking permit issued in accordance with ACC 10.36.190.B	\$10.00

8. RENTAL HOUSING BUSINESS LICENSE FEES (Per Resolution No. 4601, Ordinance No. 5882, Resolution No. 4272, Resolution No. 4424, Ordinance 6477, Resolution No. 5620, and Resolution No. 5681):

a. The fee for a license to operate rental housing businesses in the City, as defined in Chapter 5.22 of the Auburn City Code (ACC) shall be based on the total number of units as follows: Non-profit rental Single Family Home or Single Condo Rental Duplex, Triplex or Fourplex Condo or Apartment Complex (5 to 24 dwelling units) Condo or Apartment Complex (25 or more dwelling units) Communal residence	 \$0/year \$30/year for each home \$75/year for each building \$150.00/year \$500.00/year \$150.00/year
b. The fee for a license to operate rental housing businesses in the city shall be for the license year from January 1 to December 31, and each applicant must pay the full fee for the current license year or any portion thereof during which the applicant has engaged in the operation of rental housing businesses.	
c. The rental housing business license fee required by this chapter is in lieu of, and not in addition to, the general business license fee required by Chapters 5.05 and 5.10 of the Auburn City Code (ACC); provided, however, that any person required to obtain a rental housing business license must also obtain a general business license, at no cost, pursuant to Chapters 5.05 and 5.10 of the Auburn City Code (ACC).	

Rental housing business license renewals shall be for the period January 1 through December 31 of each year.

9. INDIVIDUAL LICENSE REGULATIONS *(Per Ordinance No. 6749, Resolution No. 5470, and Resolution No. 5549, and Resolution No. 5620):*

The fee licensing under ACC 5.20.030 shall be as follows:

Type	Fee		Term
	Initial	Renewal	
Dance Hall and Operator	\$350.00	\$350.00	1/1 – 12/31
Marijuana Related Businesses	\$500.00	\$500.00	1/1 – 12/31

A duplicate license shall be issued by the business license clerk, as designated by the mayor, to replace any license previously issued which has been lost, stolen, defaced, or destroyed.

10. Technology Fee: A 3% technology fee has been added to all fees outlined in sections 1, 3, 4, 6, and 7 above.

B. ENGINEERING AND PUBLIC WORKS FEES

1. Transportation Impact Fee Rate Schedule: (Per Ordinance No. 5763 as amended by Resolution No. 3953, Ordinance No. 6005, Resolution No. 4103, Resolution No. 4424, Resolution 4964, Resolution No. 5114, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681, and Resolution No. 5719.)

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Industrial					
General Light Industrial	110	sf/gfa	0.65	\$7.74 <u>\$8.28</u>	-
Industrial Park	130	sf/gfa	0.34	\$4.05 <u>\$4.33</u>	-
Manufacturing	140	sf/gfa	0.74	\$3.97 <u>\$4.24</u>	-
Warehousing	150	sf/gfa	0.18	\$3.32 <u>\$3.56</u>	-
Mini-Warehouse/Storage	151	sf/gfa	0.15	\$1.64 <u>\$1.76</u>	-
Residential					
Single-Family Detached Housing	210	du	0.94	\$6,575.61 <u>6145.72</u>	\$5,326.25 <u>4978.03</u>
Single Family Attached Housing	215	du	0.57	\$3,987.34 <u>3726.66</u>	\$3,229.75 <u>3018.59</u>
Accessory Dwelling Unit	N/A	du	0.49	\$3,419.32 <u>3195.78</u>	\$2,769.65 <u>2588.58</u>
Multi-Family – Low Rise	220	du	0.51	\$3,771.48 <u>3524.92</u>	\$3,054.90 <u>2855.18</u>
Multi-Family Mid-Rise	231	du	0.39	\$2,884.08 <u>2695.52</u>	\$2,336.10 <u>2183.37</u>
Mobile Home Park	240	du	0.58	\$3,245.84 <u>3033.63</u>	-
Senior Adult Housing – Single Family	251	du	0.30	\$1,678.88 <u>1569.12</u>	\$1,359.89 <u>1270.99</u>
Senior Adult Housing – Multi Family	252	du	0.25	\$1,399.07 <u>1307.60</u>	\$1,133.24 <u>1059.16</u>
Congregate Care Facility	253	du	0.18	\$1,007.33 <u>941.47</u>	\$815.94 <u>762.59</u>
Assisted Living	254	bed	0.24	\$1,343.10 <u>1255.30</u>	\$1,087.91 <u>1016.79</u>
Continuing Care Retirement Community	255	du	0.19	\$1,063.29 <u>993.78</u>	\$861.27 <u>804.96</u>
Lodging					
Hotel	310	room	0.59	\$4,716.85 <u>4408.48</u>	\$3,570.87 <u>\$3,820.65</u>
Motel	320	room	0.36	\$2,878.08 <u>2689.92</u>	-
Recreational					
Health/Fitness Club	492	sf/gfa	3.45	\$16.03 <u>14.98</u>	\$11.86 <u>11.09</u>

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Recreational Community Center	495	sf/gfa	2.50	<u>\$11.62</u> 10.86	<u>\$8.60</u> 8.03
<i>Institutional</i>					
Elementary School	520	student	0.14	<u>\$380.55</u> 355.67	<u>\$281.60</u> 263.19
Middle School/Jr. High	522	student	0.15	<u>\$647.57</u> 605.23	<u>\$479.20</u> 447.87
High School	525	student	0.14	<u>\$828.25</u> 774.10	<u>\$612.90</u> 572.83
School District Office	528	sf/gfa	2.04	<u>\$18.72</u> 17.49	<u>\$12.73</u> 11.89
Junior/Community College	540	student	0.11	<u>\$650.77</u> 608.22	<u>\$481.57</u> 450.08
Church	560	sf/gfa	0.49	<u>\$3.62</u> 3.39	<u>\$2.68</u> 2.51
Day Care Center	565	sf/gfa	11.12	<u>\$44.45</u> 41.55	<u>\$32.89</u> 30.74
<i>Medical</i>					
Hospital	610	sf/gfa	0.86	<u>\$6.88</u> 6.43	<u>\$5.57</u> 5.21
Nursing Home	620	beds	0.14	<u>\$783.48</u> 732.26	<u>\$634.62</u> 593.13
Clinic	630	sf/gfa	3.69	<u>\$20.65</u> 19.30	<u>\$16.73</u> 15.63
Animal Hospital/Vet Clinic	640	sf/gfa	3.53	<u>\$19.76</u> 18.46	<u>\$16.00</u> 14.96
<i>Office</i>					
General Office (>5,000sf)	710	sf/gfa	1.44	<u>\$13.21</u> 12.35	<u>\$8.98</u> 8.40
Small Office (<5,000sf)	712	sf/gfa	2.16	<u>\$19.82</u> 18.52	<u>\$13.47</u> 12.59
Medical Office – Standalone	720	sf/gfa	3.93	<u>\$28.28</u> 26.43	<u>\$19.23</u> 17.97
Medical Office – Hospital Campus	720	sf/gfa	2.84	<u>\$20.44</u> 19.10	<u>\$13.90</u> 12.99
Post Office	732	sf/gfa	11.21	<u>\$28.57</u> 26.70	<u>\$19.43</u> 18.16
<i>Retail</i>					
Free Standing Discount Superstore	813	sf/gla	4.33	<u>\$12.90</u> 12.06	<u>\$9.55</u> 8.92
Free Standing Discount Store	815	sf/gla	4.86	<u>\$16.93</u> 15.82	<u>\$12.53</u> 11.71
Hardware/Paint Store	816	sf/gla	2.98	<u>\$7.49</u> 7.00	<u>\$5.54</u> 5.18
Shopping Center (>150k)	820	sf/gla	3.40	<u>\$9.42</u> 8.80	<u>\$6.97</u> 6.51
Shopping Plaza (40-150k) - with supermarket	821	sf/gla	9.03	<u>\$25.02</u> 23.38	<u>\$18.51</u> 17.30
Shopping Plaza (40-150k) - without supermarket	821	sf/gla	5.19	<u>\$14.38</u> 13.44	<u>\$10.64</u> 9.94
Strip Retail Plaza (<40k)	822	sf/gla	6.59	<u>\$18.26</u> 17.06	<u>\$13.51</u> 12.63

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Car Sales – New	840	sf/gla	2.42	\$17.80 16.64	\$13.17 12.31
Car Sales – Used	841	sf/gla	3.75	\$27.58 25.78	\$20.41 19.08
Automobile Parts Sales	843	sf/gla	4.90	\$9.49 8.87	\$7.02 6.56
Tire Store	848	sf/gla	3.75	\$11.87 11.10	\$8.79 8.21
Supermarket	850	sf/gla	8.95	\$24.04 22.47	\$17.79 16.63
Convenience Store	851	sf/gla	49.11	\$62.53 58.44	\$46.27 43.23
Home Improvement Store	862	sf/gla	2.29	\$5.58 5.21	\$4.13 3.86
Drugstore w/o Drive-Through	880	sf/gla	8.51	\$13.59 12.70	\$10.06 9.40
Drugstore w/ Drive-Through	881	sf/gla	10.25	\$17.76 16.60	\$13.14 12.28
Marijuana Dispensary	882	sf/gla	18.92	\$139.16 130.06	\$102.98 96.25
Services					
Drive-in Bank	912	sf/gfa	21.01	\$40.94 38.27	\$30.30 28.32
Fast Casual Restaurant	930	sf/gfa	12.55	\$40.75 38.08	\$30.15 28.18
Fine Dining Restaurant	931	sf/gfa	7.80	\$29.68 27.74	\$21.97 20.53
High Turnover (Sit-Down) Restaurant	932	sf/gfa	9.05	\$23.71 22.16	\$17.55 16.40
Fast Food Restaurant w/o Drive-Through	933	sf/gfa	33.21	\$67.70 63.28	\$50.10 46.83
Fast Food Restaurant w/ Drive-Through	934	sf/gfa	33.03	\$66.02 61.70	\$48.85 45.66
Coffee Shop w/o Drive-Through	936	sf/gfa	32.29	\$21.94 20.51	\$16.24 15.18
Coffee Shop w/ Drive-Through	937	sf/gfa	38.99	\$26.50 24.76	\$19.61 18.33
Coffee Shop w/ Drive-Through (No Seating)	938	# Lanes	15.08	\$10,247.56 9577.61	\$7,583.20 7087.43
Automobile Parts and Service Center	943	sf/gfa	2.06	\$6.34 5.93	\$4.69 4.39
Service Station	944	vfp	13.91	\$27,412.23 25620.11	\$20,285.05 18958.88
Service Station w/ Market (2-4k)	945	vfp	18.42	\$27,537.95 25737.60	\$20,378.08 19045.83
Lakeland PUD (Per Ordinance No. 4867 as amended by Resolution No. 2955, Ordinance No. 6176, Resolution No. 5181, and Resolution No. 5388, Resolution No. 5549, Resolution No. 5681, and Resolution No. 5719.)					
Detached Single-Family Residential Unit	N/A	du	n/a	\$1,609.49 <u>\$1,722.13</u>	-

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Attached Single-Family/Multi-Family Unit	N/A	du	n/a	\$1,044.67 <u>\$1,117.78</u>	-
Senior-Family Unit	N/A	du	n/a	\$358.99 <u>\$384.11</u>	-
Commercial/Retail Units	N/A	sf/gfa	n/a	\$4.18 <u>\$4.47</u>	-
Administrative Fee for Review of Independent Fee Calculation					\$460.00 <u>\$490.00</u>

Notes:

- A. Basic trip rates are based on the ITE Trip Generation Manual, 11th Edition.
- B. Impact fee rate calculation is based upon the following methodology:
 - Basic Trip Rate = PM Peak Hour Trip Generation (per unit of measure)
 - Basic Trip Rate x Percent of New Trips x Trip Length Adjustment x Per Trip Fee/(divide by) 1,000 for rate per square foot (where applicable) = Impact Fee Rate (per unit of measure)
- C. For land uses not specifically identified here, trip generation rates could be derived from ITE or a special study by the applicant.
- D. sf/GFA= Square feet Gross Floor Area; sf/GLA= Square Feet Gross Leasable Area; VFP=Vehicle Fueling Position.
- E. Projects eligible for the Downtown Fee Rate are those located entirely within the Downtown Urban Center boundary as identified in the Comprehensive Plan.
- F. Traffic Impact fees assessed for Single Family Residential Units include home occupations, adult family homes, family home childcares, and such occupations commonly found within single family residences. It does not include occupations that would require a Special Home Occupation Permit pursuant to ACC18.60.

2. Truck-Dependent Land Use Supplementary Transportation Impact Fee Rate Schedule: (Per Resolution No. 4122, Resolution No. 4424, Resolution No. 5181, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)

Land Use	ITE Land Use Code	Independent Variable	Truck Trip Rate	Impact Fee Rate (per sf)
Industrial				
Light Industry/Manufacturing/Warehousing	110, 130, 140, 150	sf/gfa	0.06	\$0.13 <u>\$0.14</u>
Heavy Industry	120	sf/gfa	0.04	\$0.09 <u>\$0.09</u>
Retail				
Shopping Center	820, 821	sf/gla	0.01	\$0.02 <u>\$0.02</u>
Car Sales	840, 841	sf/gfa	0.09	\$0.15 <u>\$0.16</u>
Supermarket	850	sf/gfa	0.33	\$0.71 <u>\$0.76</u>
Free-Standing Discount Store/Superstore	813, 815	sf/gfa	0.10	\$0.22 <u>\$0.23</u>
Home Improvement Store	862	sf/gfa	0.37	\$0.80 <u>\$0.86</u>
Services				
Restaurant	930, 931, 932	sf/gfa	0.63	\$1.36 <u>\$1.46</u>
Fast Food Restaurant	933, 934	sf/gfa	2.87	\$6.20 <u>\$6.64</u>

Notes:

- A. ITE Land Use Code based on ITE Trip Generation, 10th Edition

- B. Impact fee rate calculation is based upon the following methodology:
- Truck Trip Rate = Daily Truck Trip Generation (per unit of measure)
 - Truck Trip Rate x Per Trip Fee = Impact Fee Rate (per unit of measure)
- C. For land uses not specifically identified in the table, trip generation rates could be derived from a special study by the applicant.
- D. sf /gfa=square feet of gross floor area

3. Facility Extension Fees: (Per Ordinance No. 5791 and amended by Ordinance No. 5819, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5319, Resolution 5380, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719)

Application Fee:

Base fee plus \$1,~~803~~~~750~~.00 for each facility (water, sanitary sewer, storm drainage, street, private street/fire lanes and private storm systems within private streets).

The base fee varies by project type as follows:

Residential	\$ 5 97 80.00
Commercial*	\$2, 99 74 0.00
Multi-Family**	\$4, 86 17 0.00
Short Plat	\$65,000 825.00
Plat	\$9, 64 13 60.00

* Includes multi-use projects in the Downtown Urban Center and projects outside City limits that extend City utilities.

** Includes multi-use projects outside the Downtown Urban Center.

Review and Inspection Fee: Summation of the following categories (a+b+c).

- a. For the combined linear footage of water, sanitary sewer, storm drainage and private storm drainage within private streets, streets, and private street/fire lanes, \$6.~~7~~~~5~~0 per lineal feet.
- b. For non-linear extensions such as pump stations or traffic signals, the review and inspection extension fee will be determined by the City Engineer based on an estimate of the City's costs associated with the review and inspection costs with staff time at a rate of \$1~~23~~~~45~~.00 per hour and outside support services charged at actual cost.
- c. For that portion of a City utilities extension located outside City Limits, additional fees may be assessed equal to the City's costs associated with permits from other jurisdictions required to be paid for by the City.

Facility Extension Fees will be paid as follows:

- a. **Application fee (including base fee and per facility charge) due with application.**
- b. **30% of the estimated Review and Inspection Fee and any outstanding application fees will be paid when the applicant applies for second review or, if no second review is needed, before the City signs the facility extension agreement.**
- c. Remaining balance of Review and Inspection Fees and any other outstanding application fees will be paid by the applicant before the City signs the facility extension agreement.

Additional Review:

Each additional plan review beyond a 3rd review, prior to plan approval, will require an additional fee of \$~~984~~20.00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to complete, an additional fee at a rate of \$~~123~~15.00 per hour will be charged and must be paid prior to plan approval.

Additional plan review required by changes, additions or revisions to plans during construction will require an additional fee of \$~~4604~~92.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete, an additional fee at a rate of \$~~123~~15.00 per hour will be charged and must be paid prior to plan approval.

For each deviation, deferral, or appeal submitted for review, the applicant will be charged a \$~~492~~60.00 fee, regardless of the City's approval or rejection of the request. If the review of the request requires more than 4 hours of staff time to complete, an additional fee at a rate of \$~~123~~15.00 per hour will be charged and must be paid prior to delivery of the City's determination.

Additional Inspection:

Fees to inspect work beyond the Authorized Construction Period, re-inspect previously inspected work that was found to be incomplete or deficient, and inspection of non-linear extension work are applied a rate of \$~~123~~15.00 per hour during normal business hours and \$~~187~~5.00 per hour during non-business hours (weeknights, weekends, and holidays).

4. Right-of-Way Use Permit Fees: (Per Ordinance No. 6125, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)

Type A – Banner (Application Fee Only, No permit fee)	\$ 69 <u>7</u> .00
Type B – Short Term (Application Fee Only, No permit fee)	\$ 69 <u>7</u> .00
Type C – Long Term (Application Fee)	\$ 276 <u>85</u> .00
Type C – Long Term – Surface Encroachment (Permit Fee)	\$ 136 <u>2</u> .00 per year
<u>Type C – Long Term – Surface Encroachment (Leasehold Excise Tax (LET) Collection)</u>	<u>Per Estimated Value of the encroachment area as determined by the City Engineer and the current LET Rate set by the State.</u>
Type C – Long Term – Non-Surface Encroachment (Permit Fee)	\$ 69 <u>7</u> .00 per year
Type D – Hauling (Application Fee)	\$ 136 <u>2</u> .00
Type D – Hauling (Permit Fee)	Estimated staff time for inspection and oversight @ \$ 1161 <u>24</u> .00 per hour during normal business hours and \$ 1761 <u>88</u> .00 per hour during non-business hours (weeknights, weekends, and holidays). Police support to be contracted separately as needed.
Administrative Amendment (Application Fee, applies to requested changes to Right-of-Way Use Permits that have been issued that do not change the intent of the permitted use or include areas beyond the intent of the original use)	\$ 1381 <u>42</u> .00

Additional Application Fee for permits that require a parking plan, traffic control plan, and/or pedestrian detour plan	\$ 146 120.00
5. Franchise Agreements: (Per Ordinance No. 6546, Resolution No. 5114, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5413, Resolution No. 5424, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)	
Application/Renewal/Amendment Application Fee (ACC 13.36.040, ACC 20.06.120, ACC 20.06.130)	\$6, 46 00.00 Nonrefundable Initial Fee + plus the City's actual costs incurred in excess of \$6, 46 00. Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Administration Fee (ACC 20.04.170)	Actual City Costs
Annual CATV Franchise Fee (ACC 13.36.230)	5% of Gross Revenue for the prior three months.
Other Annual Franchise Fee (ACC 20.06.100)	Statutorily Permissible Percent of Gross Revenue
Small Wireless Facility Application Fee (ACC 20.02.010, ACC 20.14.020)	\$500.00 for Existing, Relocated, or Replaced Structure for up to five sites or \$1,000.00 for each New Structure (These fees include all City permitting costs except the Franchise Application/Renewal/Amendment -and Administration Fee.)
<i>Late Payment.</i> In the event any quarterly payment is made after noon on the date 10 days after the date due	Simple interest at 12% annually on the total amount past due
Assignment or transfer of Franchise	\$3, 32 00.00
6. Right-of-Way Vacations: (Per Resolution No. 4143, Resolution No. 5114, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)	
Application Fee	\$ 1,935.00 1995.00
Land Value Compensation	Per ACC 12.48.085
Amendment Request (applicable when changes are requested after initial City Council approval but prior to vacation taking effect)	\$ 968 997.00
7. Utility System Development Fees: (Per Ordinance No. 5819 and amended by Resolution No. 3797, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)	
For all utilities, a charge in lieu of assessment or payback charges may be applicable for the proportional share of the utility line being connected to.	

a. Water Utility: Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Meter Size (In Inches)	Water Service Installation Permit Fee			System Development Charge (SDC)
	Existing Water Service & Meter Box ⁽¹⁾	Water Service & Meter Box Installed by City ⁽²⁾		
		Paved Street	Unpaved Street	
¾ or less	\$531 <u>547</u> .00	\$5,002 <u>5,152</u> .00	\$3,347 <u>3,447</u> .00	\$8,895.00 <u>9,553.00</u>
¾ or less with Fireline ⁽³⁾	\$531 <u>547</u> .00	\$6,775 <u>6,978</u> .00	\$5,120 <u>5,274</u> .00	\$8,895.00 <u>9,553.00</u>
1	\$590 <u>608</u> .00	\$5,060 <u>5,212</u> .00	\$3,405 <u>3,507</u> .00	\$8,895.00 <u>9,553.00</u>
1 with Fireline ⁽³⁾	\$590 <u>608</u> .00	\$6,833 <u>7,038</u> .00	\$5,177 <u>5,332</u> .00	\$9,553.00 <u>10,210.00</u>
1-1/2	\$1,433 <u>1,476</u> .00	\$8,686 <u>8,647</u> .00	\$7,030 <u>7,241</u> .00	\$29,618.00 <u>31,810.00</u>
2	\$1,449 <u>1,492</u> .00	\$8,702 <u>8,963</u> .00	\$7,047 <u>7,258</u> .00	\$47,406.00 <u>50,914.00</u>
3	Actual Cost	By Applicant	By Applicant	\$94,900.00 <u>101,923.00</u>
4	Actual Cost	By Applicant	By Applicant	\$148,264.00 <u>159,236.00</u>
6	Actual Cost	By Applicant	By Applicant	\$296,444.00 <u>318,381.00</u>
8	Actual Cost	By Applicant	By Applicant	\$474,330.00 <u>509,430.00</u>
10	Actual Cost	By Applicant	By Applicant	\$681,918.00 <u>732,380.00</u>

⁽¹⁾Installation of a water meter done by the City and the service either already exists or has been installed by the Applicant.

⁽²⁾Installation of the entire water service is done by the City.

⁽³⁾Applies only to Single-Family Residential meter.

b. Sanitary Sewer Utility: Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	Permit Fee	System Development Charge (SDC)
New Connection ⁽⁴⁾	\$ 249 <u>242</u> .00	\$ 3,300.00 <u>3,544.00</u> per RCE ⁽⁵⁾
Grinder Pump (New Connection) ⁽⁴⁾	\$ 331 <u>341</u> .00	\$ 3,300.00 <u>3,544.00</u> per RCE ⁽⁵⁾
Tenant Improvement ⁽⁴⁾	\$ 838 <u>5</u> .00	\$ 3,300.00 <u>3,544.00</u> per net increase in RCE's ⁽⁵⁾

⁽⁴⁾**All construction is the responsibility of the Applicant. If a new connection or repair requires work within City right-of-way, a Construction Permit (CON - see Section 9) is required in addition to the Sewer Permit.**

⁽⁵⁾**RCE, Residential Customer Equivalent - An RCE shall be as defined by the King County Department of Natural Resources as follows:**

Single Family Home 1,500-2,999 square feet (sq ft) – 1.0 RCE	Duplex – 1.62 RCE
Single Family Home less than 1,500 sf – 0.81 RCE	Triplex – 2.43 RCE
Single Family Home, 3,000 sf or larger – 1.16 RCE	Fourplex – 3.24 RCE
Accessory Dwelling Unit (Attached or Detached) – 0.59 RCE	Five or more units – 0.63 RCE's per unit
Mobile home spaces – 1.0 RCE per space	

For micro housing and for commercial, industrial and other non-residential uses, the number of RCE's is calculated based on the number and type of water fixtures installed as part of the development.

NOTE: In addition to City sanitary sewer connection fees, King County will impose a -sanitary sewer connection fee (King County Capacity Charge) for improvements in King County's regional sewer system, in accordance with King County Code 28.84.050. King County will bill customers directly for this charge once the sewer work is complete. This charge is not to be paid to the City.

c. Storm Drainage Utility: (Per Resolution No. 4566 and amended by Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)

Connection fees are comprised of a Permit Fee and the System Development Charge as follows:

Type	Permit Fee ⁽⁶⁾		System Development Charge (SDC)
Single Family Residence & Duplexes (on Individual Parcels)	Level 1	\$ 265 <u>273</u> .00	\$ 1,649.00 <u>1,759.00</u> per Parcel
	Level 2	\$ 519 <u>535</u> .00	
	Level 3 ⁽⁷⁾	Base Fee = \$ 11,843 <u>12,198</u> .00 for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + \$ 519 <u>535</u> .00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + \$ 132 <u>136</u> .00 per whole or partial Acre disturbed over 1 Acre	
Other Parcels	Level 1	\$ 265 <u>273</u> .00	\$ 1,649.00 <u>1,759.00</u> per ESU ⁽⁸⁾
	Level 2	\$ 519 <u>535</u> .00	
	Level 3 ⁽⁷⁾	Base Fee = \$ 1,843 <u>1,898</u> .00 -for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + \$ 519 <u>535</u> .00 for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + \$ 132 <u>136</u> .00 per whole or partial Acre disturbed over 1 Acre	

⁽⁶⁾Permit levels are determined as follows:

- Level 1 permits are for all projects that are not located in a Critical Area and add or replace less than 2,000 square feet of hard surface area; and/or disturb less than 7,000 square feet of land.
Note: Single-family residential projects disturbing 500 square feet or less may not require a permit.
- Level 2 permits are for all projects that add or replace 2,000 to 4,999 square feet of hard surface area; or disturb 7,000 square feet or more of land.
- Level 3 permits are for all projects that add 5,000 square feet or more of hard surface area, or convert $\frac{3}{4}$ acres or more of native vegetation to lawn/landscaped area, or convert 2.5 acres or more of native vegetation to pasture, or the new plus replaced hard surface area is 5,000 square feet or more and the value of improvements exceeds 50% of the assessed value of existing improvements.

⁽⁷⁾Level 3 permit is calculated as the Base Fee plus the Cumulative Additional Fees described herein.

⁽⁸⁾ESU, Equivalent Service Unit - A configuration of development of hard surfaces (which include impervious surfaces, permeable pavements, and vegetated roofs) estimated to contribute an amount of runoff to the City's storm drainage system which is approximately equal to that created by the average single family residential parcel. Although gravel surfaces are considered a hard surface under ACC 13.48.010, gravel surfaces are not included in the calculation of the SDCs. One ESU is considered equal to 2,600 square feet of parcel coverage by hard surfaces. Per ACC 13.48.010.

When calculating the total SDC, a credit of 1 ESU will be given for each single-family residential or two-family residential parcel conversions to non-single-family use. For all others, when calculating the total SDC, a credit will be applied for the existing hard surface area except existing gravel surfaces.

8. Other Utility Fees: (Per Ordinance No. 5819, Ordinance No. 5944, Resolution No. 3797, Resolution No. 3953, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5424, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)

Fireline Connection Permit	\$177,182.00
Hydrant Installation Permit and Inspection Fee	\$304,313.00
Hydrant Use Monthly Rate (applies to Type A and B permits): 3-inch water meter monthly rate, plus Actual usage at Commercial water rate	Per Current Utility Rate Schedule
Hydrant Permit (Type A and Type B) Administration Fee	\$260,268.00
Fire Hydrant Meter Wrench Fee (Type A Permit) ⁽¹⁾	\$606.00
Hydrant Meter with RPBA, Valve, and Wrench (Type B Permit) – Refundable Deposit ⁽²⁾	\$2,486,300.00
Dedicated Hydrant Use and Hydrant Meter Penalties and Charges:	
Failure to record “Start” read properly ^(2a)	\$286,295.00
Failure to record “Finish” read properly ^(2a)	\$286,295.00
Failure to submit monthly water consumption report to the city ^(2b)	\$411.00
Nonpayment of bill within 10 calendar days of reminder notice ^(2b)	\$411.00
Non-return of hydrant meter with RPBA assembly after request for return ^(2b)	\$411.00
Using a hydrant without Trained Hydrant Operator Card on hand ^(2a)	\$575.00
Using a hydrant without obtaining Trained Hydrant Operator Card ^(2a)	\$286,295.00
Using a hydrant without Hydrant Permit documentation on hand ^(2a)	\$575.00
Using a hydrant without obtaining Hydrant Permit ^(2a)	\$286,295.00
Loaning out a hydrant meter with RPBA assembly to an unauthorized party ^(2a)	\$286,295.00
Using a tool other than the city-supplied hydrant wrench to operate a hydrant ^(2a)	\$575.00
Damage to hydrant or infrastructure (reimbursement to city for repair or replacement)	At Actual Cost
Nonresponse to revocation of permit or trained hydrant operator certificate ^(2b)	\$411.00
Disassembly or tampering of hydrant, hydrant meter assembly or hydrant meter with RPBA assembly ^(2a)	\$286,295.00
Water Use Charge for Unreturned Hydrant Meter (if equipment not returned for final reading)	\$866,892.00
Water Meter Test Fee, 2” or less	\$276,284.00
Water Meter Test Fee, greater than 2”	At Actual Cost
Water Meter Removal Fee (3/4” to 1”) – (service line remains)	\$386,398.00
Water Meter Removal Fee (1-1/2” to 2”) – (service line remains)	\$773,796.00
Water Meter Removal Fee (3” and larger) – (service line remains)	At Actual Cost
Water Service Abandonment Permit (City abandons at main, removes meter and box)	\$3,713,824.00
Water Meter Relocation Permit by City	Same as Water Service Installation Permit Fee, see 7.a.

Water Service Alteration/Repair Permit on Private Property (by Applicant)	\$ 109 112.00
Backflow Permit for Premises Isolation (internal or external)	\$ 105 108.00
Utility Fees with Demolition Permit	
Water Meter Lockoff/Unlock Demo Fee (all sizes), per meter	\$ 86 89.00
Fire Line Shutoff/Turn-on Demo Fee	\$ 86 89.00
Fire line Abandonment Permit (at main or other City-approved location, by Applicant, also may require Construction permit if in ROW)	\$ 105 108.00
Fire line Abandonment Permit (at main or other City-approved location, by City), based on size of connection at main	Same as Water Service Installation Permit Fee, see 7.a.
Backflow Assembly Abandonment Demo Fee, per assembly	\$ 83 85.00
Side Sewer Cap Demo Fee (to cap side sewer before building demolition), per sewer connection	\$ 105 108.00
Storm Inspection Demo Fee (to cap storm pipes before building demolition), per parcel	\$ 276 284.00
Hydraulic Modeling (payment of estimated fees required in advance)	At Actual Cost
King County Right-of-Way Permit	At Actual Cost, \$ 1040 1,071.00 Deposit
Hourly Rate for Negotiation, Development, Administration, and Execution of Special Agreements for Utility Service (Franchise Agreements, Service Area Agreements)	\$ 145 118.00
Re-Locate Fee (if <45 days from initial locates)	\$ 254 262.00
Side Sewer Repair Permit on Private Property	\$ 105 108.00
Side Sewer Repair Permit in Right-of-Way ⁽³⁾	\$ 199 205.00
Side Sewer Cap Permit (not associated with demolition)	\$ 105 108.00
Side Sewer Relocation/Replacement Permit	\$ 165 170.00
Oil/Water Separator Permit	\$ 254 262.00
Grease Interceptor Permit ⁽³⁾	\$ 254 1262.00
Storm Drainage Repair Permit – Existing Private System on Private Property	\$ 105 108.00
Storm Drainage Repair Permit – Existing System in Public Right-of-Way/Easement ⁽³⁾	\$ 199 205.00
Storm Retrofit Permit – Non-Single Family on Private Property	\$ 292 301.00
Utilities Payback Administration Fees:	
Application Fee ⁽⁴⁾ :	
Base Fee (BF)	\$ 2,532 2,608.00
Per Benefited Parcel (BP)	\$ 67 69.00
<i>Application Fee Calculation = BF + (BP x Number of Benefited Parcels)</i>	
Payment Processing Fee (per parcel) ⁽⁵⁾	\$ 122 126.00
Outside Professional Services, including Area of Special Benefit Analysis	Time & Materials
Recording fee will be billed to the Developer after recording is complete for actual cost. ⁽⁶⁾	At Actual Cost
Convenience shut-off	_____ \$52.00
Delinquent shut-off	_____ \$52.00
Late charge	1% per month of outstanding bill or \$16.00 minimum,

	whichever is greater
Meter Damage/Tamper Repair Permit	\$536.00 plus Meter Cost, if applicable
Unauthorized turn on/off	_____ \$104.00
Delinquent meter pull	_____ \$208.00
Unauthorized fire line or water hook up	-\$104.00 a day fine from date of discovery
Refusal of access per day	_____ \$31.00
Closing/Final billing	_____ \$16.00
New account setup	_____ \$26.00
Bill tenant	_____ \$26.00
After-hours water turn on/off	_____ \$52.00
Escrow estimates	_____ \$26.00
(1) Non-refundable fee. Wrench is only for withdrawing water at City-designated hydrant fill stations. Applicant will be charged the Hydrant Use Monthly Rate and all monthly reported water use at Commercial water rates until applicant returns wrench and notifies City in writing that applicant is no longer using water from City-designated hydrants. (2) Each year, the hydrant meter with RPBA, Valve, and Wrench must be returned to City for annual maintenance and testing no later than the date specified by the City at the time of application. The deposit amount will be forfeited if the equipment is not returned to the City by the deadline. If needed, the City will re-issue a hydrant meter to the applicant under the same permit. In that instance, the applicant will be billed for any damages to the returned meter; the deposit will be applied to the re-issued hydrant meter. Upon final return of the equipment to the City, the cost of repairing any damages will be deducted from the deposit. (2a) Maximum penalty, per day, location, violator and incident. (2b) Per calendar day. (3) If repair or new construction requires work within City right-of-way, including a new connection to the City's system, a Construction Permit (CON - see Section 9) is required in addition to the permit. (4) Payback Agreement Application Fee includes mailing costs. (5) Fee to be deducted from the amount due to the developer when payback is collected for a parcel. (6) Fee to be billed after recording. Outstanding recording fees will be deducted from the amount due to the developer when payback is collected for a parcel.	
9. Construction/Excavation Permits (for work within the public rights-of-way including construction of utilities, sidewalks and driveways that are not part of Facility Extensions (FAC)): (Per Ordinance No. 5817, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)	
Basic Fee (BF) Basic fee covers permit intake, admin, limited review and inspection time.	\$18 <u>82</u> .00
Daily Review and Inspection Rate (DIR) Normal Business Days (weekdays) Non-Business Days (includes weeknights, weekends, and holidays))	\$ <u>500</u> 485.00 \$7 <u>45</u> 23.00
Fee Calculation: Permit Fee = BF + (DIR x Estimated Days In Right of Way)*	
*For projects that are expected to involve significant review and inspection time, after hours work, or the review and inspection scope or duration requirements cannot be accurately estimated, the city	

engineer may establish a deposit account to manage permittee deposits in advance of permit issuance for reimbursing actual labor costs of administering the permit. Such deposit accounts will not be interest bearing and will be closed at the end of the permitted work when a final accounting of the permit administration cost shall be calculated, and a final bill or credit issued to the permittee.

The Public Works Director is authorized to waive construction permit fees for projects that are funded through the City's Neighborhood Grant Program. A fee waiver does not eliminate the requirement to apply for and obtain a permit.

10. Memorial Sign Program: (Per Ordinance No. 6137, Ordinance No. 6149, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)

Memorial Sign	\$192198.00
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11. Special Permits: (Per Ordinance No. 5817 and amended by Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5319, Resolution No. 5388, and Resolution No. 5470.)

Special Permit fees are assessed per Section 9. Construction/Excavation Permits

12. Street Payback Agreements: (Per Ordinance No. 6319, Resolution No. 4624, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5681, and Resolution No. 5719.)

Street Payback Administration Fees:

Application Fee⁽¹⁾:

Base Fee (BF)

\$2,608532.00

Per Benefited Parcel (BP)

\$697.00

*Application Fee Calculation = BF + (BP x Number of Benefited
Parcels)*

Payment Processing Fee (per parcel)⁽²⁾

\$1262.00

Outside Professional Services, including Area of Special Benefit Analysis

Time & Materials

Recording fee will be billed to the Developer after recording is complete for
actual cost.⁽³⁾

At Actual Cost

⁽¹⁾ Payback Agreement Application Fee includes mailing costs.

⁽²⁾ Fee to be deducted from the amount due to the developer when payback is collected for a parcel.

⁽³⁾ Fee to be billed after recording. Outstanding recording fees will be deducted from the amount due to the developer when payback is collected for a parcel.

13. Mitigation and Impact Fees for Exempt Wells: (Per Resolution No. 5352 and RCW 90.94.0320.)

Mitigation and Impact fees for properties that will be served by new
exempt wells drilled on or after January 19, 2018.*

\$500.00

*\$350.00 of the \$500.00 fee shall be sent to the Washington State Department of Ecology for mitigation enhancements in the well's drainage basin, with the remaining \$150.00 to be retained by the City to cover its administrative costs.

14. Sidewalk Repair Program Fee: (Per Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)

Application fee (includes recording): \$100

Fee for sidewalk repair: \$342.00 per Square Foot for sidewalk and residential driveway apron (excluding curb/gutter and approach), and \$16.00 per Square Foot for residential driveway apron approach (as required to for residential driveway apron repair) repairs required by ACC 12.12.234 to be included in the City's annual Sidewalk Repair and Accessibility Program. This fee does not include tree removal, but includes removal of roots located under the sidewalk to be repaired.

15. Technology Fee: (Per Resolution No. 5549, and Resolution No. 5620.)

A 3% technology fee is included in all fees listed above except fees listed in Sections 1, 2, 12, 13, and system development charges in section 7.

C. ANIMAL LICENSING FEES AND PENALTIES (Per Resolution No. 4868, Resolution No. 5701, and Resolution No. 5719):

AVHS SERVICE FEES

ALTERED ANIMAL WITH CURRENT COA LICENSE

IMPOUNDS (within 24-month period)	ALTERED ANIMAL	ADDITIONAL FEES (may also include vaccines fee if not current)
1 st Impound	\$25	+ \$15 rabies + \$16 additional vac/deworming + \$10 Flea treatment + \$20 daily board
2 nd Impound	\$50 + Microchip	+ \$10 Flea treatment + \$20 daily board
3 rd Impound	\$100	+ \$10 Flea treatment + \$20 daily board
4 th Impound	\$200	+ \$10 Flea treatment + \$20 daily board
5 th + Impound	\$350	+ \$10 Flea treatment + \$20 daily board

UNALTERED ANIMAL WITH CURRENT COA LICENSE

IMPOUNDS (within 24-month period)	UNALTERED ANIMAL	ADDITIONAL FEES (may include vaccines fee if not current)
1 st Impound	\$45	+ \$15 rabies + \$16 additional vac/deworming + \$10 Flea treatment + \$20 daily board
2 nd Impound	\$90 + Microchip	+ \$10 Flea treatment + \$20 daily board
3 rd Impound	\$180 + S/N Surgery	+ \$10 Flea treatment + \$20 daily board

ALTERED ANIMAL WITHOUT CURRENT COA LICENSE

IMPOUNDS (within 24-month period)	ALTERED ANIMAL	ADDITIONAL FEES (may also include vaccines fee if not current)
1 st Impound	\$40	+ \$30 license + \$15 rabies + \$16 additional vac/ deworming + \$10 Flea treatment + \$20 daily board
2 nd Impound	\$80 + Microchip	+ \$10 Flea treatment + \$20 daily board
3 rd Impound	\$160	+ \$10 Flea treatment + \$20 daily board
4 th Impound	\$320	+ \$10 Flea treatment + \$20 daily board
5 th + Impound	\$580	+ \$10 Flea treatment + \$20 daily board

UNALTERED ANIMAL WITHOUT CURRENT COA LICENSE

IMPOUNDS (within 24-month period)	UNALTERED ANIMAL	ADDITIONAL FEES (may also include vaccines fee if not current)
1 st Impound	\$65	+ \$60 license + \$15 rabies + \$16 additional vac/ deworming + \$10 Flea treatment + \$20 daily board
2 nd Impound	\$130 + Microchip	+ \$10 Flea treatment + \$20 daily board
3 rd Impound	\$260 + S/N Surgery	+ \$10 Flea treatment + \$20 daily board

LICENSING

Unaltered Dog/Cat	\$60
Altered Dog/Cat	\$30
Senior Citizen Dog/Cat Altered	\$15
Disabled Citizen Dog/Cat Altered	\$15
Juvenile Dog/Cat Unaltered < 6 mo	\$15
Replacement Tag	\$5

TRAP RENTALS

Trap Rental w/\$75 deposit	\$5/day
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AVHS MANDATED SERVICES FEES

MANDATED SERVICE	FEE
Microchip	\$55
Cat Neuter	\$115
Cat Spay	\$115
Dog Neuter <24.9 lbs.	\$160
Dog Neuter 25 - 49.9 lbs.	\$180
Dog Neuter 50 -74.5 lbs.	\$195
Dog Neuter 75-99.9 lbs.	\$220
Dog Neuter >100 lbs.	\$370
Dog Spay <24.9 lbs.	\$160
Dog Spay 25 - 49.9 lbs.	\$180
Dog Spay 50 -74.5 lbs.	\$195
Dog Spay 75-99.9 lbs.	\$220
Dog Spay >100 lbs.	\$370
Feline Pregnant/Obese	\$55-\$125
Canine Pregnant/Obese	\$65-\$135
Cryptorchid Neuter	\$65-\$135
Injectable Pain Medication	\$40
Take-Home Pain Medication	\$25
Elizabeth Collar	\$15

SURRENDER FEES	FEE
Dog/Cat within Auburn City Limits	\$105
Dog/Cat Litter (2 or more) within Auburn City Limits	\$165
Dog/Cat outside Auburn	\$175
Dog/Cat Litter (2 or more) outside Auburn	\$225
Small Domestic Reptile (Bearded Dragon, Gecko, Terrestrial Turtle)	\$65
Small Exotic Bird	\$75
Small Rodent (Guinea Pig, Hamster, Rat, Rabbit)	\$75
Snake (Under 6ft)	\$95
Ferret, Chinchilla, Sugar Glider	\$95
Disposal <25 lbs.	\$35
Disposal <25-50 lbs.	\$45
Disposal >50 lbs.	\$65
Shelter Approved Owner Request Euthanasia Dog	\$95
Shelter Approved Owner Request Euthanasia Cat	\$85

ADOPTIONS	FEE	ADOPTIONS	FEE
Puppy 2-9 months	\$350	Senior Dog 7+ years	\$95
Puppy 2-6 months	\$500	Kittens 2-9 months	\$225
Puppy 7-10 months	\$400	2 Kittens 2-9 months	\$350
Small Breed Dog 10mo-6yrs	\$325	Cat 10mo-6yrs	\$95
Medium Breed Dog 10mo-6yrs	\$250	Senior Cat 7+ years	\$25
Large Breed Dog 10mo-6yrs	\$175	Working Cat	\$0

D. AUBURN MUNICIPAL AIRPORT FEES *(Per Ordinance No. 5707, amended by Ordinance No. 5715 and Ordinance No. 5819, and amended by Resolution No. 3784, Resolution 3797, Resolution No. 3841, Resolution No. 3953, Resolution No. 4117, Resolution No. 4270, Resolution No. 4414, Resolution 4734, Resolution No. 4880, Resolution No. 5016, Resolution No. 5114, Resolution No. 5181, Resolution No. 5213, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5424, Resolution 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)*

1. Lease Fees

Lease Type:

Open D-G	\$248.00 <u>259.00</u>
Open C	\$295.00 <u>308.00</u>
Closed J	\$446.00 <u>466.00</u>
Closed H	\$474.00 <u>495.00</u>
Closed Y & Z	\$551.00 <u>576.00</u>
Closed Y1 & Z22	\$708.00 <u>740.00</u>
Outside Tiedowns	\$87.00
Storage Rows H-D	\$159.00 <u>166.00</u>
Storage Units (185 sq. ft. – Buildings Y&Z)	\$140.00 <u>146.00</u>
Storage Units (298 sq. ft. – Building Z)	\$171.00 <u>179.00</u>
Storage Units (380 sq. ft. – Buildings Y&Z)	\$216.00 <u>226.00</u>
<u>Upon Completion of J & G Upgrades</u>	<u>\$495.00</u>

A security surcharge of \$10.00 per month is charged, in addition to the base monthly rental fees provided in this section, for each tie-down, each hangar door and each storage rental area, which security surcharge fees are to be used for the provision of increased security at the Auburn Municipal Airport (approved by Ordinance No. 5500 on January 16, 2001). For the purposes hereof, each tie-down consists of the structures/facilities necessary to accommodate one (1) regular sized light aircraft. Furthermore, the hangar doors to which the security surcharge applies includes all hangars located at the Auburn Municipal Airport, including those hangars built on land owned by the City but leased to private parties, and those hangars owned in a condominium type ownership.

The above lease and security surcharge amounts are subject to applicable leasehold taxes, which shall be paid by the tenant. The total charges, including the above lease rates plus lease hold tax and surcharge shall be reflected in monthly billing rates. Tenants shall be given notice as required by Ordinance or lease agreements. The Airport Lease rates shall be effective January 1, 202334.

Payments. Payments are due on the first of each month, past due as of the 5th and late as of the 16th. Payments not received by the 15th incur a \$25.00 late fee. Payments not received after 30 days from the due date incur an additional \$25.00 delinquency fee each month payment is delinquent. Any instance where a check is tendered for payment and non-sufficient funds exist to settle the transaction, a fee shall apply as set forth in the City of Auburn Fee Schedule.

Automatic gate electronic cards. One automatic gate electronic card will be issued to each City rental tenant free of charge. Any additional electronic cards requested by a tenant are subject to a \$25.00 fee. An additional \$25.00 replacement fee will be assessed against the tenant for all lost or damaged electronic cards. All electronic cards must be returned to the airport at the time of lease expiration.

Each lease shall include an initial payment of first and last months' rent plus a damage deposit in the amount of two times the monthly base rate, with the exception of an Outside Tie-Down Lease which shall include an initial payment of first months' rent only. Each lease agreement shall also include terms that authorize the City to apply the damage deposit to outstanding charges on termination.

2. Daily Transient Parking (overnight)

Tie Down	\$5.00
Open "T"	\$25.00
Enclosed Hangar	\$35.00

3. Base Parking Fee – Designated Spaces

A base vehicle parking fee of ~~\$72.00~~ **\$75.00** per month per designated space is charged. There are designated spaces available on a first come basis for pilots to park or store a vehicle for an extended period of time. All airport rules and regulations apply. A monthly storage agreement must be completed and appropriate fees paid. The storage of vehicles is for the convenience of the users of the Auburn Airport and is month-to-month.

4. Additional Airport Fees

Gate Cards (each lease gets one card at no charge.)	\$25.00
Monthly Aeronautical Business Fee	\$75.00
Initial Hangar Waitlist Fee	\$50.00
Annual Hangar Waitlist Fee	\$25.00/year
Resale Fuel Flowage Fee (Jet A Retailers)	\$0.05/gallon
Conference Room Rental Fee	\$25.00/hour
Gate Remote	\$50.00

5. Waiver of Fees for Governmental Entities or Governmental Affiliated Entities

The Mayor is authorized to waive a portion or all of any (otherwise) required fees for hangar space rental - if space is available - for governmental entities or government affiliated entities that provide community service(s) and public benefit(s) to residents, citizens and businesses of Auburn.

E. POLICE DEPARTMENT FEES (Per Ordinance No. 5715 amended by Ordinance No. 6216, 5819, Resolution No. 3797, Resolution No. 3953, Resolution No. 4117, Resolution No. 4272, Resolution No. 4424, Ordinance 6216, Ordinance 6276, Resolution No. 4552, Resolution No. 5016, Resolution No. 5114, Resolution No. 5255, Ordinance No. 6216, Ordinance No. 6252, Ordinance No. 6345, Ordinance No. 6607, Resolution No. 5470, Resolution No. 5549, and Resolution No. 5719.)

Type	Fees
Police Report/Collision Report (fee not charged where requested by victim or party involved)	\$13.25
Visa Letter	\$10.00
Fingerprinting Fees (fee not charged where taking of fingerprints is required by city)	as set by the FBI
Laminated Concealed Pistol License	\$5.00
Annual Alarm Registration Fees:	
Residential	\$24.00
Commercial	\$24.00
Residential Low Income Senior Citizen/Disabled Citizen	\$12.00
Late Registration Fee	\$25.00
Auburn Security Alarm License	\$10.00/each registered alarm user to a maximum of \$100.00 annually
Late License Fee	\$25.00
Reinstatement Fee	\$100.00 plus \$10.00/permitted user
False Alarm Service Fees	
Burglar False Alarm Service Fee*	\$100.00
Robbery, Panic and Burglary Crime in Progress False Alarm Fee*	\$200.00
Supplemental Fee for Non-permitted Alarm System, each alarm	\$200.00
Fee for false alarm caused by Monitoring Company or Alarm Installation Company employee	\$100.00
First Dispatch Report during time of suspension	\$100.00
Each dispatch thereafter	\$25.00
Late Fee	\$25.00
Appeals	\$25.00
*The alarm administrator will waive the first false alarm fee following the installation of an alarm system at a particular address.	

Traffic School Fee	\$125.00 ¹¹
Animal Impound Fees	
Fee to recover from impound all animals not permitted to be sheltered by Auburn Valley Humane Society:	
Rabbits and Poultry	\$25/per day held
Goats and Sheep	\$30/per day held
Pot-Bellied pigs and Cattle	\$35/per day held
Horses, mini-Equine, Donkeys, and Mules	\$40/per day held
Stallions	\$50/per day held
All fees related to transport, house, and care of impounded animal	TBD

¹¹ A 3% transaction fee will be applied if paid by credit card.

F. CITY CLERK FEES *(Per Ordinance No. 5715, Ordinance No. 5819, Resolution No. 3797, Resolution No. 4244, Resolution No. 5016, Resolution No. 5114, Resolution No. 5312, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681, and Resolution No. 5719.)*

Type	Fees
Fees for public records – collection	
Non-certified photocopies of public records, printed copies of electronic public records when requested by the person requesting records. The maximum size for photocopies is 11x17.	\$0.15 per page plus postage
Certified copies of public records. The maximum size for photocopies is 11x17.	\$5.00 per document, plus \$0.15 per page, plus postage
Non-certified copies of documents larger than 11x17.	Actual cost charged by third party vendor.
Scanned public records into an electronic format.	\$0.10 per page
Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	\$0.05 per each 4 electronic files
Transmission of public records in an electronic format.	\$0.10 per gigabyte
Digital Storage Media or Device; Container or Envelope Used to Mail Copies to Requestor, and Postage.	Actual Cost
Customized service charge for requests requiring the use of information technology expertise per RCW 42.56.120(3).	Varies by request
Police body camera video redactions (redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring) per RCW 42.56.240(14).	\$51.60 per hour
<u>Police Report/Collision Report (fee not charged where requested by victim or party involved)</u>	<u>\$13.25</u>

G. CITY CEMETERY FEES (Per Ordinance 5715, Resolution No. 3797, Resolution No. 3953, Resolution No. 4027, Resolution No. 4103, Resolution No. 4117, Resolution No. 4272 Resolution No. 4424, Resolution No. 4552, Resolution No. 4675, Resolution 4778, Resolution No. 4880, Resolution 5114, Resolution No. 5134, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)

Type	Fees
Graves	
Section 9A and 9B	3,295.00 \$3,395.00
All other adult graves	2,795.00 \$2,895.00
Child's Place	\$400.00 \$425.00
Double Depth (includes 2 burial spaces / 2 liners)	6,390.00 \$6,590.00
Section 9A and 9B (Quads and Upright monument plots)	\$7,995.00 each
Plaza Estates (Upright Plots)	\$9,995.00 each
Ground Cremation Plots	
Centennial Um Garden (single)	\$1,095.00 \$1,195.00
Centennial Um Garden (double)	\$1,995.00 \$2,195.00
Section 9 Upright Section Um Plots (up to 2 urns)	\$3,295.00
Niches	
Mausoleum (top rows available only) – single	Sold Out
Centennial Columbarium II (1 or 2 urns) – Row 2	\$2,495.00 \$2,595.00
Centennial Columbarium II (1 or 2 urns) – Row 1	\$2,295.00 \$2,395.00
Chapel of Memories – Interior Niches*	Range From
12 x 12 Single	\$3,095.00 - \$4,195.00
12 x 18 Double	\$3,895.00 - \$6,795.00
12 x 24 Family (up to 3 urns)	\$7,195.00 - \$9,195.00
*The above niche prices include one bud vase per niche. Inurnment will be \$695.00 \$795.00 per occasion. See guidelines for additional pertinent information. A single inscription on the glass front is \$300 \$350.00 plus tax. Urn's to be purchased separately.	
Chapel of Memories – Exterior Niches*	
Rows 4, 5, & 6	\$2,895.00 \$2,995.00
Rows 2 & 3	\$2,595.00 \$2,695.00
Rows 1, 7, & 8	\$2,295.00 \$2,395.00
*If the niche (external) is to be used as a double niche, the inurnment, inscription and tax will be due when a second urn is placed. (Row 1 is the bottom row)	
OVERTIME WILL BE CHARGED AT \$175.00 PER HOUR AFTER 4:30 P.M., MONDAY THROUGH FRIDAY. THE SATURDAY SERVICE CHARGE IS \$850.00 FOR FULL INTERMENT AND \$475.00 FOR CREMATION SERVICES.	
Extended Land Use	\$595.00
Memorial Plaque -\$175 additional for inscription + tax	\$295.00 \$495.00
Services	
"Chapel of Memories" rental for services	\$350.00
Opening and Closing – Ground Burials	

Liner/Vault	\$1,495.00 <u>\$1,595.00</u>
Children's Place	\$495.00
Opening and Closing – Cremation	
Cremation Plot	\$795.00 <u>\$895.00</u>
Niche	\$695.00 <u>\$795.00</u>
Opening and Closing – Entombment	\$1,495.00
Marker Services	
Flat Grass:	
Inscription	<u>\$390.00</u> \$350.00 + tax
Setting Fee	<u>\$395.00</u> \$295.00 + tax
Resetting Fee	<u>\$225.00</u> \$150.00 + tax
New Inspection Fee for outside sales	\$450.00
<u>Niche Shutters</u>	
<u>Granite Inscription</u>	<u>\$495.00 + tax</u>
<u>Glass Inscription</u>	<u>\$350.00 + tax</u>
Upright	
Setting Fee	<u>\$525.00</u> \$475.00 + tax
Inscription	<u>\$495.00</u> \$450.00 + tax
Resetting Fee	<u>\$350.00</u> \$325.00 + tax
Vase Setting Fee	\$55.00 + tax
Recording Fee	\$100.00
Overtime Charge – per hour	\$175.00
Saturday Service Fee	
Full Interment	\$850.00
Cremation	\$475.00
Materials	
Flower Vases: (prices include vase setting fee)	
Standard <u>Galvanized</u>	\$200.00 + tax
Deluxe Cast Zinc (gray or bronze zinc)	\$275.00 <u>\$325.00</u>
Deluxe Wall (brass)	\$275.00 <u>\$325.00</u>
Liners: Concrete Liner	\$895.00 <u>\$795.00</u> + tax
Mountain View Vault	\$1,895.00 <u>\$1,995.00</u> + tax
Vault Installation	\$995.00 + tax
<u>Liner Installation</u>	<u>\$550.00 + tax</u>
Double Depth	\$1,100.00 <u>\$1,795.00</u> + tax
Urn Encasement	<u>\$450.00</u> \$400.00 + tax
Forestwalk Informal Cremation Garden	
Phase I: Single 3' Single Ground Plot	\$1,795.00 <u>\$1,995.00</u>
Phase I: Double 4' Plots	\$2,595.00 <u>\$2,795.00</u>
Phase II: Double 4' Double Ground Plot	\$2,595.00 <u>\$2,795.00</u> - \$3,995.00
ForestWalk Ossuary Scattering	\$600.00
Granite Memorials Start At	<u>\$695.00</u> \$595.00 + tax

H. PARKS, ARTS AND RECREATION *(Per Resolution No. 3797 and amended by Resolution No. 3953, Resolution No. 4117, Resolution No. 4272, Resolution No. 4424, Ordinance No. 6276, Resolution No. 4552, Resolution No. 4880, Resolution No. 5016, Resolution No. 5181, Resolution No. 5228, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, and Resolution No. 5549, Resolution No. 5620, Resolution No. 5681, and Resolution No. 5719.)*

LES GOVE MULTI-PURPOSE BUILDING	Resident	Non-Resident		
Monday – Sunday	\$25.00/hour	\$30.00/hour		
LES GOVE GYMNASIUM	Resident	Non-Resident	Auburn Non-Profit	Other Non-Profit
Gymnasium (athletics practice, birthday parties, etc.)	\$50.00/hour	\$60.00/hour	\$40.00/hour	\$50.00/hour
Gymnasium (tournaments, trade shows, fairs, etc.)	\$80.00/hour	\$95.00/hour	\$65.00/hour	\$80.00/hour
Damage Deposit	\$300.00	\$300.00	\$300.00	\$300.00
Optional Cleaning Fee	\$275.00	\$275.00	\$275.00	\$275.00
SENIOR ACTIVITY CENTER	Resident	Non-Resident	Auburn Non-Profit	Other Non-Profit
Millennium Room (includes basic kitchen use) Available Friday evenings, Saturday and Sunday.	\$90.00/hour	\$110.00/hour	\$65.00/hour	\$85.00/hour
Full Facility Rental Package Friday night & Saturday: 4 hours Friday and up to 12 hours of use on Saturday	\$1,350.00	\$1,650.00	\$1,000.00	\$1,300.00
Full Facility Rental Package Full Day Saturday or Full Day Sunday: up to 12 hours of use on either day	\$1,100.00	\$1,400.00	\$850.00	\$1,100.00
1/3 Millennium Room	\$50.00/hour	\$60.00/hour	\$40.00/hour	\$50.00/hour
Lions Room Monday – Friday	\$40.00/hour	\$50.00/hour	\$30.00/hour	\$40.00/hour
Damage & Cleaning Deposit (for Full Facility	\$300.00	\$300.00	\$300.00	\$300.00

and Millennium room rentals) without alcohol				
Damage & Cleaning Deposit (for Full Facility and Millennium room rentals) with alcohol (\$1,000,000.00 excess liability insurance required)	\$500.00	\$500.00	\$500.00	\$500.00
Optional cleaning fee (fee required with use of alcohol in facility)	\$275.00	\$275.00	\$275.00	\$275.00
Kitchen with room rental.	\$30.00 (1-4 hours) \$90.00 (5-12 hours)	\$30.00 (1-4 hours) \$90.00 (5-12 hours)	\$30.00 (1-4 hours) \$90.00 (5-12 hours)	\$30.00 (1-4 hours) \$90.00 (5-12 hours)
Kitchen – Private and Commercial Use	\$25.00/hour	\$30.00/hour	\$25.00/hour	\$30.00/hour
AUBURN COMMUNITY & EVENT CENTER	Resident	Non-Resident	Auburn Non-Profit	Other Non-Profit
Full Community Room	\$130.00/hour	\$160.00/hour	\$100.00/hour	\$130.00/hour
2/3 Rooms of Full Community Room	\$100.00/hour	\$130.00/hour	\$80.00/hour	\$100.00/hour
1/3 Room of Full Community Room	\$65.00/hour	\$85.00/hour	\$50.00/hour	\$70.00/hour
Full Community Room (up to 12 hours)	\$1,350.00	\$1,650.00	\$1,000.00	\$1,300.00
Classroom	\$20.00/hour	\$25.00/hour	\$15.00/hour	\$20.00/hour
Kitchen with room rental.	\$30.00 (1-4 hours) \$90.00 (5-12 hours)	\$30.00 (1-4 hours) \$90.00 (5-12 hours)	\$30.00 (1-4 hours) \$90.00 (5-12 hours)	\$30.00 (1-4 hours) \$90.00 (5-12 hours)
Kitchen – Private and Commercial Use	\$25.00/hour	\$30/hour	\$25.00/hour	\$30.00/hour
Damage & Cleaning Deposit for Full Facility without alcohol	\$300.00	\$300.00	\$300.00	\$300.00
Damage & Cleaning Deposit for Full Facility with alcohol (\$1,000,000.00 excess liability insurance required)	\$500.00	\$500.00	\$500.00	\$500.00
Optional cleaning fee (fee required with use of alcohol in facility)	\$275.00	\$275.00	\$275.00	\$275.00
THE REC	Resident	Non-Resident	Auburn Non-Profit	Other Non-Profit
Full Facility (Includes Rec Room & Lobby)	\$100.00/hour	\$130.00/ hour	\$80.00/ hour	\$100.00/ hour
Rec Room	\$60.00/hour	\$75.00/hour	\$45.00/hour	\$60.00/hour

Damage & Cleaning Deposit for Full Facility without alcohol	\$300.00	\$300.00	\$300.00	
<u>POSTMARK CENTER FOR THE ARTS</u>	<u>Resident</u>	<u>Non-Resident</u>	<u>Auburn Non-Profit</u>	<u>Other Non-Profit</u>
<u>Full Facility (12 months in advance)</u>	<u>\$1050.00 full day</u>	<u>\$1300.00 full day</u>	<u>\$800.00 full day</u>	<u>\$1050.00 full day</u>
<u>Gallery Space (3 hour minimum, 6 Month in advance)</u>	<u>\$100.00 per hour</u>	<u>\$125.00 per hour</u>	<u>\$75.00 per hour</u>	<u>\$100.00 per hour</u>
<u>Classroom (3 hour minimum)</u>	<u>\$20.00 per hour</u>	<u>\$25.00 per hour</u>	<u>\$15.00 per hour</u>	<u>\$20.00 per hour</u>
<u>Cafe 1-4 hours</u>	<u>\$30.00</u>	<u>\$30.00</u>	<u>\$30.00</u>	<u>\$30.00</u>
<u>Cafe 5+ hours</u>	<u>\$90.00</u>	<u>\$90.00</u>	<u>\$90.00</u>	<u>\$90.00</u>
<u>Staffing for Classroom (3 hour minimum)</u>	<u>\$25.00 per hour</u>	<u>\$25.00 per hour</u>	<u>\$25.00 per hour</u>	<u>\$25.00 per hour</u>
<u>Damage & Cleaning Deposit for Full Facility without alcohol</u>	<u>\$300.00</u>	<u>\$300.00</u>	<u>\$300.00</u>	<u>\$300.00</u>
<u>Damage & Cleaning Deposit for Full Facility with alcohol (\$1,000,000.00 excess liability insurance required)</u>	<u>\$500.00</u>	<u>\$500.00</u>	<u>\$500.00</u>	<u>\$500.00</u>
<u>Optional cleaning fee (fee required with use of alcohol in facility)</u>	<u>\$275.00</u>	<u>\$275.00</u>	<u>\$275.00</u>	<u>\$275.00</u>

WILLIAM C. WARREN BUILDING	Resident	Non-Resident		
	\$45.00/hour	\$55.00/hour		
WHITE RIVER VALLEY MUSEUM	Resident	Non-Resident		
<u>Muckleshoot Room (2 hour minimum)</u>	<u>\$40.00/hour</u>	<u>\$40.00/hour</u>		
<u>Full Museum (2 hour minimum)</u>	<u>\$125.00/hour</u>	<u>\$125.00/hour</u>		
<u>Garage (2 hour minimum)</u>	<u>\$50.00/hour</u>	<u>\$50.00/hour</u>		
BACKYARD IDEA GARDEN	\$60.00/Half Day	\$75.00/Half Day		
	\$100.00/Full Day	\$125.00/Full Day		
GRASS FIELDS	Resident	Non-Resident		
Youth	\$8.00/hour	\$11.00/hour		
Adult	\$16.00/hour	\$21.00/hour		
Field Lights	\$20.00/hour	\$20.00/hour		
Field Maintenance	\$30.00 per field	\$30.00 per field		
BASEBALL/SOFTBALL/ FASTPITCH TOURNAMENTS	1 Day	2 Day		
Youth	\$800.00	\$1,100.00		
Adult	\$1,000.00	\$1,400.00		
Field Lights	\$20.00/hour	\$20.00/hour		
Damage Deposit	\$250.00 per tournament			
SYNTHETIC TURF FIELDS	Resident	Non-Resident		
Youth Soccer	\$31.00/hour	\$41.00/hour		
Adult Soccer	\$41.00/hour	\$51.00/hour		
Field Lights	\$20.00/hour	\$20.00/hour		
Youth Baseball	\$41.00/hour	\$51.00/hour		
Adult Baseball	\$51.00/hour	\$66.00/hour		
GAME FARM WILDERNESS PARK CAMPGROUNDS	Resident	Non-Resident		
	\$40.00/night	\$40.00/night		
GAME FARM WILDERNESS PARK DAY CAMP	Resident/ Non-Resident	Non-Profit		
	\$75.00/day	\$50.00/day		
PICNIC SHELTERS	Resident	Non-Resident		
GAME FARM PARK	Half Day*	Full Day*	Half Day*	Full Day*
Single quadrant (max: 25)				
Monday – Friday	\$30.00	\$50.00	\$40.00	\$65.00
Saturday - Sunday	N/A	N/A	N/A	N/A
Full day				
Mon-Sun (Full Shelter) 1-99	\$120.00	\$200.00	\$150.00	\$250.00
Mon-Sun (Full Shelter) 100-199	\$180.00	\$300.00	\$225.00	\$375.00

Mon-Sun (Full Shelter) 200+ (must also rent amphitheater)	N/A	\$375.00	N/A	\$475.00
Amphitheater	\$75.00	\$125.00	\$100.00	\$175.00
ISAAC EVANS PARK	\$60.00	\$100.00	\$75.00	\$125.00
LEA HILL PARK	\$60.00	\$100.00	\$75.00	\$125.00
ROEGNER PARK	\$60.00	\$100.00	\$75.00	\$125.00
GAME FARM WILDERNESS PARK	\$60.00	\$100.00	\$75.00	\$125.00
LES GOVE PARK	\$60.00	\$100.00	\$75.00	\$125.00
SUNSET PARK				
Mon-Sun Single Quadrant (max: 25)	\$30.00	\$50.00	\$40.00	\$65.00
Mon-Sun (Full Shelter) 1-99	\$120.00	\$200.00	\$150.00	\$250.00
Mon-Sun (Full Shelter) 100-199	\$180.00	\$300.00	\$225.00	\$375.00
Mon-Sun (Full Shelter) 200+	NA	\$375.00	NA	\$475.00
PLAZA PARK *	Resident Group		Non-Resident Group	
Hourly rate	\$60.00		\$75.00	
Full day rate	\$360.00		\$450.00	
* Additional hourly fees may be applied based on event/staffing needs				
AUBURN AVE THEATER	Resident		Non-Resident	
Weekdays Mon-Thur	\$200.00		\$245.00	
Weekend Days (Fri., Sat., and Sun.)	\$300.00		\$370.00	
Rate Schedule considers one day to be an 8 hour block of time.				
Damage deposit. The terms and conditions for full or partial refund of deposit apply to approval of Check-Out List, including theater, equipment plot restoration.	\$500.00		\$500.00	
Hourly commercial rate for meetings 2-hour min. for “4-wal” only of lobby, auditorium, and stage	\$45.00/hour		\$55.00/hour	
Equipment not included: Use of any theatrical equipment additional charge	\$100.00/hour		\$100.00/hour	
\$1,000,000 excess liability insurance required	Upon request		Upon request	
Custodial Fee	\$145.00		\$145.00	
Sound & Light Technician	\$30.00/hour		\$30.00/hour	
Stage Hand	\$20.00/hour		\$20.00/hour	
Theater House Manager	\$30.00/hour		\$30.00/hour	
Rental Rate Schedule for Commercial Filming	Resident		Non-Resident	

Permit Fee	\$50.00	
Still Photography/Training and Industrial Films, etc	\$50.00 per 1/2 day	\$100.00 per day
Broadcast, Film, TV, Commercial, etc.	\$75.00 per 1/2 day	\$150.00 per day
Electricity/Water Access, Park Maintenance Staff, Vehicle Access	Hourly staff cost	
Damage Deposit	\$100.00	
Impact Fees:		
Park Impact Fees	\$3,500.00 per residential dwelling unit	

I. MULTIMEDIA DUPLICATION *(Per Resolution No. 3953 and Resolution No. 4552.)*

Product	Cost
DVD Copy	\$10.00 per disk
CD Copy	\$5.00 per disk

J. INFORMATION SERVICES AND GIS¹² (Per Resolution No. 4272, Ordinance 6276, Resolution No. 4552, and Resolution No. 4593)

Much of the City's geographic data is available for sale per the prices below plus Washington State sales tax. A signed public records request form is required. Most public records requests can be completed within seven to ten business days and will be delivered in ESRI Shapefile format without Metadata.

Product	Cost
Maps	
Existing Map	\$5.00 + tax
Custom Maps (any non-existing map)	\$50.00 per hour ¹³ + tax
Data	
Digital Data Requests	\$50.00 per hour ¹⁴ + tax
Miscellaneous	
CD-Rom	\$5.00 + tax
All other requests for data or information not specifically listed	\$50.00 per hour + tax

¹² Hourly charge to complete any of the below (one hour minimum charge).

¹³ Hourly charge includes the cost of processing and providing custom map requests.

¹⁴ Hourly charge includes the cost of processing and providing digital data requests.

K. PROPERTY MANAGEMENT FEES (per Resolution No. 5388, Resolution No. 5424, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5719.)

COMMERCIAL PARKING LOT FEES

<u>LOT</u>	<u>NON-PROFIT ORGANIZATION</u> (must submit IRS status with application)	<u>OTHER ORGANIZATION</u>
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**\$275 minimum flat fee + additional per space / daily fee*

Lot 1 – Kiss & Ride (21 stalls)	\$0 / per space / per day	\$2.75 / per space / per day
Lot 2 – 11 A St NW (47 stalls)	\$0 / per space / per day	\$2.75 / per space / per day
Lot <u>43</u> – B St (60 stalls)	\$0 / per space / per day	\$1.75 / per space / per day
Lot <u>54</u> – Safeway (122 stalls)	\$0 / per space / per day	\$1.75 / per space / per day
Lot <u>65</u> – D St (20 stalls)	\$0 / per space / per day	\$1.25 / per space / per day

Facilities Lease Application Review Fees (excluding applications for City of Auburn owned or leased property that the City solicits for lease or sublease)	\$500.00
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Sublease/Assignment of Lease	\$2,500.00
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Small Cell Lease/Sublease Application Review Fee	\$1,500.00 or max permissible by law, whichever is less.
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L. RETURNED ~~CHECK~~-PAYMENT FEE

Any instance where a payment is made and non-sufficient funds or other circumstances exist to settle the transaction, a \$35.00 fee shall apply.

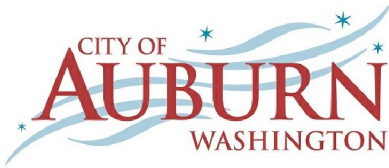
M. UTILITY ACCOUNT FEES (per Resolution No. 5719.)

<u>Convenience shut off</u>	<u>\$50.00</u>
<u>Delinquent shut off</u>	<u>\$50.00</u>
<u>Late charge</u>	<u>1% per month of outstanding bill or</u> <u>\$15.00 minimum, whichever is</u> <u>greater</u>
<u>Unauthorized turn on/off</u>	<u>\$100.00</u>
<u>Delinquent meter pull</u>	<u>\$200.00</u>
<u>Closing/Final billing</u>	<u>\$15.00</u>
<u>New account setup</u>	<u>\$25.00</u>
<u>Bill tenant</u>	<u>\$25.00</u>
<u>After-hours water turn on/off</u>	<u>\$50.00</u>
<u>Escrow estimates</u>	<u>\$25.00</u>
<u>Lien Filing Fee</u>	<u>\$90.00</u>
<u>Meter Damage/Tamper Repair Permit</u>	<u>\$536.00 plus Meter Cost, if</u> <u>applicable</u>
<u>Unauthorized fire line or water hook up</u>	<u>\$104.00 a day fine from date of</u> <u>discovery</u>
<u>Refusal of access per day</u>	<u>\$31.00</u>

N. WAIVER OF FEES *(Per Resolution No. 5181).*

1. The Mayor is authorized to waive any fees for permits, licenses, publications and actions as authorized by Sections 2.03.030, 5.10.030 and 12.60.020 of the City Code.

2. The Mayor is also authorized to reduce, and is vested with to discretion to reduce in compelling cases, by up to 50% any fees for permits, publications and actions where the applicant – the party responsible for payment of such fees – is an organization exempt from taxation under 26 US 501(c)(3), and where the permit(s), publication(s) and/or action(s) relate directly to the provision of charitable services to residents of the City of Auburn. Charitable services are defined as events or services provided to the residents of Auburn free of charge and where the City is a sponsor of the specific event or service. For the purposes hereof, “compelling cases” mean instances where there is an extraordinary need (greatly beyond current and ordinary need) for the charitable services that would be able to be provided. The intent of this authorization is to empower the Mayor with sole discretion to waive some fees in unique situations where there is a greatly increased need for new charitable services to be provided, and where the reduction of fees to the City will not detrimentally impact the City’s ability to provide municipal services. This waiver does not include Impact Fees, System Development Charges, any fees related to Franchise or Public Way Agreements, Right-of-way Vacations, Right-of-Way Use Permits, Facility Extensions, Police Department Fees, Animal Licensing Fees and Penalties, Banner Permit Fees, or Cemetery or Parks fees.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5734 (Tate)

Date:

October 10, 2023

Department:

Planning and Development

Attachments:

[Resolution 5734 2024 VRFA Fee Schedule](#)

[Resolution 5734 Exhibit A 2024 VRFA Fee](#)

[Schedule](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5734.

Background for Motion:

Resolution No. 5734 will replace the current Valley Regional Fire Authority fee schedule with the revised 2024 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, tax payers 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 tax payer 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. The 2024 fee schedule was presented to City Council during the October 9, 2023 Study Session.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Tate

Meeting Date: October 16, 2023

Item Number:

RES.B

RESOLUTION NO. 5734

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, ENDORSING
USE OF THE 2024 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, 2024.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Harry Boesche, Acting City Attorney

Valley Regional Fire Authority 2024 Fee Schedule

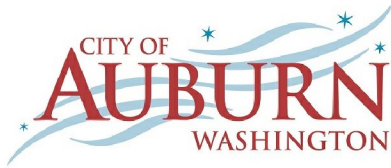
Effective January 1, 2024 and will remain in effect unless amended by the VRFA Board of Governance

	Activity	Fee
1 Building Department Review (Includes Initial Inspection)		
1.1	Commercial Occupancy Review	35% of Jurisdictional Permit Fee ¹
1.2	Multi-Family Occupancy Review (R2)	20% of Jurisdictional Permit Fee ¹
1.3	Other Permit Fees (mechanical, plumbing etc...)	\$262.00 ³
1.4	Revisions to previously reviewed plans	\$262.00 ³
1.5	Single Family Occupancy Review (R3)	15% of Jurisdictional Fee ²
2 Land Use Reviews		
2.1	Boundary Line Adjustment	\$132.00 ³
2.2	Civil Reviews (FAC, hydrant placement, fire flow, fire department access, grading)	\$262.00 ³
2.3	Preliminary Plat and Plat Reviews (subdivisions)	\$262.00 ³
2.4	Other Permit Fees (miscellaneous, administrative, etc...)	\$132.00 ³
2.5	SEPA review	\$262.00 ³
2.6	Short Plat Review	\$262.00 ³
2.7	Variances	\$132.00 ³
2.8	Water Availability Reviews	\$132.00 ³
3 Fire Protection Systems (Includes Plan Review and Initial 2 Inspections) ⁴		
3.1	Commercial Automatic Fire Protection System (Fire Sprinkler)	+ \$0.75 per sprinkler head over 10 \$431.00 heads ³
3.2	Commercial and Residential Automatic Fire Protection System (Underground Fire Sprinkler Line) (WAC 105.7.20)	\$431.00 per system / building ³
3.3	Commercial Automatic or Manual Fire Alarm Systems	\$431.00 + \$5.00 per device over 5 devices ³
3.4	Commercial Kitchen Fire Protection System	+ \$0.75 per sprinkler head over 10 \$431.00 heads ³
3.5	Commercial: Other Fire Protection Systems (clean agent, FM200, wet or dry chemical, CO2, foam, mist, inert gas, and other systems)	+ \$0.75 per sprinkler head over 10 \$431.00 heads ³
3.6	Emergency Responder Radio Coverage System (DAS)	\$431.00 + \$0.75 per device ³
3.7	Fireworks Display Permit	\$431.00 ¹¹
3.8	Fireworks Sales Permit without a tent	\$100.00 ^{3, 10, 11}
3.9	Fireworks Sales Permit with a tent	\$262.00 + \$100 ^{3, 10, 11}

3.1	Other Miscellaneous Plan Review not listed	\$431.00	3
	Activity	Fee	
3.11	Over the Counter Permit (fire sprinkler with less than 10 sprinkler heads, or fire alarm with less than 5 devices)	\$132.00	3
3.12	Residential (R3) Fire Sprinkler System	\$132.00	3
	Spray Booth Installation		
3.13	Spray Booth Installation (MEC or TEN)	\$132.00	3
3.14	Spray Booth Fire Protection System	\$431.00 + \$0.75 per device over 10 devices ³	
3.15	Spray Booth Fire Alarm System	\$431.00 + \$5.00 per device over 5 devices ³	
4	Other Fire Permits (Includes Plan Review and Initial 2 inspections) ⁴		
4.1	Battery Systems	\$784.00	3
4.2	New Business License Review	Included with Fire Benefit Charge	
4.3	Compressed Gases	\$784.00	3
4.4	Cryogenic Fluids	\$784.00	3
4.5	Fire Pump & Equipment	\$784.00	3
4.6	Flammable and Combustible Liquids (including above ground tanks, below ground tanks, dip tanks, etc...) installation and repair	\$784.00	3
4.7	Commercial Flammable and Combustible Liquids tank removal	\$431.00	3
4.8	Hazardous Materials Facility	\$784.00	3
4.9	Industrial Ovens	\$784.00	3
4.1	LP Gas Commercial	\$784.00	3
4.11	LP Gas Residential	\$431.00	3
4.12	Marijuana Extraction Systems (WAC 105.7.19)	\$784.00	3
4.13	Commercial Heating Tank Removal	\$431.00	3
4.14	Residential Home Heating Tank Removal	\$132.00	3
4.15	Solar Photovoltaic Power Systems, Residential	\$132.00	3
4.16	Solar Photovoltaic Power Systems, Commercial	\$784.00	3
4.17	Temporary Tent/Membrane Structure > 400 square feet	\$262.00	3
4.18	Working without a permit or ahead of the permit	Double the permit and inspection fee	
5	Inspection Fees		
5.1	Initial Inspection	Included in the permit fee	
5.2	1st Re-inspection	Included in the permit fee	
5.3	2nd Re-inspection	\$262.00 for first 2 hours ³	

5.4	Any subsequent (after 2nd) re-inspection	\$262.00 for first 2 hours ³
	Activity	Fee
5.5	After Hours Inspection (Outside of normal business hours)	\$198.19 per hour (2 hour minimum) ^{3,8,9}
5.6	Progressive Inspections (beyond the first 2 inspections)	\$132.00 per hour (2 hour minimum) ³
5.7	Re-inspection (due to a failure to cancel appointment or work not ready for inspection at time of appointment)	\$132.00 per hour (2 hour minimum) ³
6 Pre-Application Fees		
6.1	Pre-Application Fees	Included with Fire Benefit Charge
7 Consultant Fees		
7.1	Use of Outside Consultants for Plan Review and Inspection, and Rapid Access Equipment	Actual Costs
8 Other Fire Authority Fees		
8.1	Fire Ambulance Transport Fee	\$1,250.00
8.2	Fire Ambulance Transport Mileage Fee	\$23.00 per mile
False Alarm Responses (within a calendar year)		
	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
Public Records Requests RCW70.020.010 & WAC 246-08-400		
	Description	Rate
	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		
	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
10.1	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
10.2	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
10.3	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
10.37	Commercial kitchens with type I or type II hoods (ACC 10.36A.025)	Included with the Fire Benefit Charge



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5740 (Tate)

Date:

October 10, 2023

Department:

Planning and Development

Attachments:

[Resolution 5740 Bridges ILA Between Auburn
and Kent](#)

[Resolution 5740 Exhibit A ILA](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5740.

Background for Motion:

The Interlocal Agreement authorized under Resolution No. 5740 establishes processes and details that support annexation of the Bridges community. The ILA describes property, utilities and transportation systems that will transfer ownership from Kent to Auburn; establishes the details related to open code enforcement cases and permit applications; which City will serve as custodian of historic public records; etc.

Background Summary:

City staff presented Resolution No. 5736 to City Council during the September 11, 2023 Study Session. Council subsequently took action on Resolution No. 5736 on September 18, 2023 which had the effect of initiating the annexation process. Resolution No. 5740 is one of a series of additional supportive actions that establishes processes and details related to the mechanics of transitioning a community from one city to another.

The ILA is an operational document that defines details between the two cities for how assets will be managed and transferred (e.g. roads and utilities), how to manage open permits and code enforcement cases, defining which agency will serve as custodian of public records, etc. Because the document is an Interlocal Agreement between Kent and Auburn, a similar corresponding action is necessary by the Kent City Council prior to the ILA becoming effective.

As articulated in Resolution No. 5736, the effective date of the annexation is January 1, 2024. A number of steps and actions must be taken between the date of Resolution No. 5736 including this ILA. Additional actions include submittal of an application to the King County Boundary Review Board, Planning Commission actions to develop recommendations for future land use and zoning designations, and City Council action on the Planning Commission recommendations.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Tate

Meeting Date: October 16, 2023

Item Number: RES.C

RESOLUTION NO. 5740

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE
CITY OF AUBURN AND THE CITY OF KENT IN SUPPORT
OF THE ANNEXATION OF THE BRIDGES COMMUNITY

WHEREAS, the Auburn City Council approved Resolution 5736 on September 18, 2023, expressing the City's desire and intent to annex certain property known as "The Bridges" currently located within the City of Kent; and

WHEREAS, Resolution 5736 establishes an annexation effective date of January 1, 2024; and

WHEREAS, a significant portion of The Bridges is already developed as a residential neighborhood, while another portion is currently undeveloped; and

WHEREAS, annexation of The Bridges will result in the transfer of certain properties, roads, sidewalks, utilities and other physical assets from the City of Kent to the City of Auburn; and

WHEREAS, there are a substantial number of historic permit, development, code enforcement, licensing and other records related to The Bridges in the possession of the City of Kent; and

WHEREAS, on the effective date of annexation, there is the potential for there to be open code enforcement cases and permit applications being processed by the City of Kent; and

WHEREAS, the City Council desires to enter into an Interlocal Agreement with City of Kent to establish a process and procedures for transferring property, records, and jurisdiction related to The Bridges from the City of Kent to the City of Auburn, and for

completing the annexation process prescribed in Chs. 35.10 and 35A.14 RCW.

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

Section 1. The Mayor is authorized to execute an Interlocal Agreement between the cities of Auburn and Kent, which agreement will be in substantial conformity with the agreement attached to this Resolution as Exhibit A.

Section 2. The Mayor and her designee(s) are authorized to take such further actions and implement those administrative procedures necessary to carry out the directives of this Resolution and the Interlocal Agreement attached as Exhibit A.

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

DATED and SIGNED this ____ day of _____ 2023.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Harry Boesche, Acting City Attorney

Exhibit A
Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENT AND THE CITY OF AUBURN RELATING TO THE ANNEXATION OF THE BRIDGES

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered by and between the City of Kent, a Washington municipal corporation (“Kent”) and the City of Auburn, a Washington municipal corporation (“Auburn”). Together, Kent and Auburn are referred to as “the Parties.”

I. RECITALS

- A. The Bridges Property. There exists certain territory located within the corporate boundaries of the City of Kent and its Urban Growth Area known as “The Bridges” neighborhood. Surrounded on all sides by incorporated areas of Auburn, The Bridges generally consists of an existing single family residential community with 379 houses, a collection of open space tracts, public street and utility infrastructure, and approximately 13 acres of yet-to-be-developed vacant land. The Bridges neighborhood is shown on the attached Exhibit A and specifically described in the attached legal description in Exhibit A-1 (“The Bridges” or the “Annexation Area”).
- B. The Parties’ Cooperative Approach. Both cities desire to work together for the mutual and overall benefit of The Bridges. Since 2019, representatives of the Parties’ have worked cooperatively together, and have determined that it is advantageous to both for The Bridges to be annexed into Auburn.
- C. Ch. 35.10 RCW Annexation Process. Ch. 35.10 of the Revised Code of Washington (“RCW”) provides a process by which one city may annex property located within another city, subject to potential review by a boundary review board and concurrence in the annexation by the second city. Auburn initiated this process under RCW 35.10.217 by adopting Resolution No. 5736, declaring Auburn’s desire and intention to annex the Bridges.
- D. Purpose of this ILA. The purpose of this Agreement is to address the rights and responsibilities of the Parties related to the annexation of The Bridges into Auburn, including but not limited to providing for the: smooth transfer of ownership and maintenance of roads, bridges and other publicly-owned real property; orderly transition of public services; appropriate timing for the transfer of public records; and the processing of vested building permit applications (if any) for a transitional period following annexation. The Parties’ governing bodies have determined to enter into this Agreement as authorized and provided for in the Interlocal Cooperation Act, Ch. 39.34 RCW, and other applicable law.

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the Parties as follows:

II. AGREEMENT

- A. Effective Date, Term and Termination.

This Agreement shall be effective following approval by the Parties’ respective City Councils and execution by their Mayors (“Agreement Effective Date”). This Agreement shall continue in force for a period of five (5) years from the Agreement Effective Date or

the final disposition of any appeal related to any subject matter included in this Agreement, whichever is later ("Term"), unless earlier terminated as provided herein.

B. Annexation Process.

Annexation shall be implemented utilizing the process set forth in RCW 35.10.217(2), as supplemented by the provisions of this Agreement set forth below.

1. *Auburn Resolution Declaring Intent to Annex.*

Auburn has commenced the annexation process under RCW 35.10.217(2) by adopting Resolution No. 5736 on September 18, 2023, declaring its desire and intention to annex The Bridges.

2. *Auburn Notice of Intention to Annex.*

Pursuant to RCW 35.10.217 and RCW 36.93.090, within two (2) weeks following of adoption of Resolution No. 5736, Auburn will file a Notice of Intent to Annex with the Washington State Boundary Review Board for King County ("BRB").

3. *Kent Concurrence in Auburn's Annexation.*

The Kent City Council will adopt a resolution concurring in Auburn's annexation of The Bridges, but agrees that it will do so no sooner than but as soon as reasonably practicable after either (a) issuance of a decision by the BRB approving the annexation, if the BRB's jurisdiction is invoked pursuant to RCW 36.93.100, or (b) the passage of a period of forty-five days after Auburn's submission to the BRB of a Notice of Intention to Annex, without the board's jurisdiction having been invoked by one of the methods provided in RCW 36.93.100, whichever occurs first. Prior to adoption of a concurring resolution, Kent shall hold at least one public hearing, notice of which shall be mailed to the owners of the property within The Bridges in the manner required by RCW 35.10.217(2) and chapter 35.43 RCW.

4. *Protest of Annexation.*

Pursuant to RCW 35.10.217(2), if a written protest purporting to be signed by owners of property equal in value to 60% or more of the assessed valuation of the property in the Bridges is submitted to Auburn within 30 days after Kent adopts its concurring resolution, the Parties will confer regarding whether to suspend sections or all of this agreement during the period prior to validation of the protest by Auburn or by any court of competent jurisdiction. Should such a protest be determined to be valid, timely filed and otherwise and in compliance with the requirements of RCW 35.10.217(2), this Agreement shall terminate, and the Parties agree that Auburn Resolution No. 5736 and any Kent resolution concurring therein shall be of no further force or effect.

5. *Auburn Finalization of Annexation by Ordinance.*

Following Kent's adoption of a resolution concurring in Auburn's annexation, Auburn shall effectuate the annexation by adoption of an ordinance annexing The Bridges as shown and described in Exhibits A and A-1. A certified copy of the

annexation ordinance as adopted shall be filed with the King County Board of Commissioners. Upon the date fixed in the ordinance, which the Parties agree shall be no later than January 1, 2024, or such later date as may be mutually agreed by the Parties ("Annexation Effective Date"), the Bridges shall become part of Auburn. Auburn and Kent shall take such further actions as may be necessary to revise their corporate boundaries to reflect annexation of The Bridges into Auburn. Following the Annexation Effective Date, all property within The Bridges shall be assessed and taxed at the same rate and on the same basis other real property within Auburn is assessed and taxed to pay for the portion of any then-outstanding indebtedness of Auburn, which indebtedness has been approved by the voters, contracted for, or incurred prior to, or existing at, the date of annexation.

C. Transfer of Property and Conveyance of Title.

1. *Open Space Properties.*

Upon or prior to the Annexation Effective Date, Kent shall transfer and convey by deed all "open spaces" identified in Exhibit B attached hereto ("Open Space Properties") to a non-governmental entity. No Open Space Properties shall be transferred to the ownership of Auburn as a result of annexation.

2. *Public Natural Areas Easement.*

Upon or prior to the Annexation Effective Date, Kent shall assign to Auburn all of its right and interest in the Public Natural Areas Easement identified in Exhibit C (the "Public Natural Areas Easement") via an assignment in substantially the form attached as Exhibit C-1. Auburn shall accept the Public Natural Areas Easement, subject to its rights, conditions, covenants, obligations, limitations, and reservations of record.

3. *Right-of-Way Properties.*

Upon or prior to the Annexation Effective Date, Kent shall transfer and convey to Auburn all of its ownership interest in the rights-of-way, easements and road-related properties described in Exhibit D (the "ROW Properties"), via a quitclaim deed in substantially the form attached as Exhibit D-1. Auburn shall accept the Properties subject to all of their respective rights, conditions, covenants, obligations, limitations, and reservations of record.

4. *Stormwater Facilities.*

Upon or prior to the Annexation Effective Date, Kent shall transfer and convey to Auburn all of Kent's right, title, and ownership interests in certain public stormwater facilities and appurtenances associated with the ROW Properties and identified in Exhibit E (the "Stormwater Facilities"), via a quitclaim deed in substantially the form attached as Exhibit E-1. The Stormwater Facilities include but are not limited to structures, pipes or lines, catch basins, or other drainage or other non-water utility equipment.

5. *Kent Water Utility Property and Interests.*

Kent shall retain all right, title, and/or interest in all properties related to and necessary for its water utility system, listed and legally described in Exhibit F ("Kent Properties"), which shall not be transferred to Auburn but shall remain within Kent's ownership.

6. *All Other Interests.* All other rights, title, and/or interests in the Annexation Area, not specifically reserved by Kent or conveyed to a non-governmental entity through this Agreement or any deed, shall transfer to Auburn on the Annexation Effective Date.

7. *Condition of ROW Properties and Stormwater Facilities.*

Auburn has inspected the ROW Properties and Stormwater Facilities prior to the Agreement Effective Date, and agrees that, upon the Annexation Effective Date, Auburn shall accept ownership of them in their then existing, AS-IS condition and assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provisions of services upon them, except as otherwise set forth in Section II.H (Environmental Liability) and II.F.2 (Maintenance Prior to Annexation Effective Date).

8. *No Warranties.*

Kent does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the condition of the ROW Properties and Stormwater Facilities at the time of the Annexation Effective Date, and no official, employee, representative, or agent of Kent is authorized to represent otherwise.

9. *No Merger.*

The terms, covenants, representations, and warranties continued in this Agreement shall not merge into any deed of conveyance, but shall survive the conveyance of each of the Open Space and ROW Properties, and Stormwater Facilities, as applicable, and shall continue in force unless both parties mutually consent in writing to termination.

10. *Deeds Control.*

If there is any conflict between the terms and provisions of this Agreement and the terms and provisions of any deed executed to convey the Properties and Personal Property, then the terms and provisions of the deed shall control.

D. Records Transfer.

1. *Infrastructure Records.*

Within sixty (60) days of the Annexation Effective Date, or such other extension of time as Kent may request and Auburn may approve, which approval shall not unreasonably be withheld, Kent shall transfer to Auburn all public records

associated with the property of The Bridges, including public easements, deeds, franchise agreements, right-of-way permits authorizing uses for a duration greater than 30 days, speed studies, traffic studies, inspection reports, GIS data, and record drawings or construction drawings related to transferred facilities and properties within the annexed area. Kent may elect to provide original records or copies of records. Kent shall provide all records free of charge to Auburn. Kent shall not be required to provide any records created after the Annexation Effective Date unless and until requested by Auburn.

2. *Land use-related records.*

Within sixty (60) days of the Annexation Effective Date, or such other extension of time as Kent may request and Auburn may approve, which approval shall not unreasonably be withheld, Kent shall transfer to Auburn those records associated with development of the plat and the Planned Unit Development (PUD) and subsequent modifications maintained by Kent's Economic and Community Development Department and its Permit Center. This shall include, but not be limited to, project files related to SEPA, the plat, the PUD, critical area evaluations, variances, conditional use permits, floodplains, infrastructure, grading, and all associated amendments. Kent may elect to provide original records or copies of records. Kent shall provide all records free of charge to Auburn. Kent shall not be required to provide any records created after the Annexation Effective Date unless and until requested by Auburn.

3. *Building permit records.*

The City of Kent will be and remain the primary records custodian for any and all residential building permit records involving The Bridges processed by the City of Kent at any time before, during, or after the Annexation Effective Date. The City of Kent will be solely responsible to comply with all Secretary of State records retention requirements for building permit records. If Auburn requests any building permit records from Kent those records will be provided free of charge to Auburn.

4. *Code enforcement records.*

The City of Kent will be and remain the primary records custodian for any and all code enforcement records involving the City of Kent's code enforcement within the Bridges. The City of Kent will be solely responsible to comply with all Secretary of State retention requirements. If Auburn requests any code enforcement records from Kent those records will be provided free of charge to Auburn.

5. *Animal licensing records.*

Kent is a partner with Regional Animal Services of King County for animal services, including pet licensing. Under an interlocal agreement between King County and Kent, King County will provide upon request an extraction from its database of current pet license data files. These data files will include pets owned, owners, addresses, phone numbers, e-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in King County's database on pets licensed within Kent. Within sixty (60) days of the Annexation Effective Date, Kent will request King County provide this database extraction for pet owners

residing within The Bridges, and Kent will provide this extraction to Auburn. Under the Kent-King County Animal Services interlocal agreement, the data extraction will be provided in an electronic format agreed to by Kent and King County. Kent and Auburn will coordinate with King County to facilitate the extraction and transfer of the data files to Auburn in an electronic format acceptable to Auburn.

6. *Other records.*

If Auburn requests any records from Kent related to this Agreement and its annexation of the Bridges, those records will be provided free of charge to Auburn.

7. *Records term.*

All obligations under this Section will be a continuing obligation and not subject to the 5 year term of this Agreement.

E. Development Permit Processing.

1. *Building Permit Applications Submitted Prior to Annexation Effective Date.*

Building permit applications submitted to Kent and paid for prior to the Annexation Effective Date will be reviewed by Kent, who shall be the agency responsible for the issuance of said building permits and for completing all building inspections until final building inspection approval is issued. The City of Kent shall retain all permit and plan review fees associated with said building permit applications.

2. *Building Permit Applications For Which Fees Not Timely Paid.*

Applications that are submitted to Kent prior to the Annexation Effective Date but for which application fees are not paid within two weeks from the date of the Effective Date shall be transferred to the City of Auburn for processing.

3. *Land Use Permit Applications*

Applications submitted and determined to be complete prior to the Annexation Effective Date will be reviewed by Kent, and a decision issued by the City of Kent. Kent shall treat such land use applications determined complete as vested to the Kent zoning and development standards in effect at the time that the application is determined to be complete. Applications submitted prior to the Annexation Effective Date that are determined to be incomplete, or for which no completeness determination was made prior to the Annexation Effective Date, shall be rejected by Kent and the applicant referred to the City of Auburn for application submittal and review. Appeals of any Kent land use decisions issued under this subsection II.E.3 shall be processed and decided by Kent through a final land use decision.

4. *Utility and Other Permit Applications*

- a. *Sewer connections and repairs.* Auburn is the sewer utility provider in The Bridges prior to annexation and will remain the sewer utility provider after the Annexation Effective Date. Therefore, sewer utility application review,

issuance and fee collection are unchanged and not affected by this Agreement.

- b. *Water connections and repairs.* Kent is the water utility provider for the Annexation Area, including the PUD's future development tracts, prior to annexation and will remain the water utility provider after the Annexation Effective Date. Therefore, water utility connection application review, issuance and fee collection are unchanged and not affected by this Agreement.
- c. *Storm utility permits.* Applications determined to be complete prior to the Annexation Effective Date will be reviewed and decided by Kent. Associated fees shall be retained by the City of Kent and inspections completed by the City of Kent. Applications submitted prior to the Annexation Effective Date but determined to be incomplete, or for which a determination of completeness was not yet issued by the Annexation Effective Date, shall be rejected and referred to the City of Auburn for submittal, review, issuance, and payment. Within 1 week of the Annexation Effective Date, Kent will provide Auburn a list of all storm utility permit applications deemed complete prior to the Annexation Effective Date.
- d. *Utility or Minor Utility Work Permits.* Applications determined to be complete prior to the Annexation Effective Date will be reviewed and decided by Kent. Associated fees shall be retained by the City of Kent and inspections completed by the City of Kent. Applications submitted prior to the Annexation Effective Date but determined to be incomplete, or for which a determination of completeness was not yet issued by the Annexation Effective Date, shall be rejected and referred to the City of Auburn for submittal, review, issuance, and payment.
- e. *Right-of-Way Permits.* Applications determined to be complete prior to the Effective Date will be reviewed by Kent. Associated fees shall be retained by Kent and inspections completed by Kent. Applications submitted prior to the Annexation Effective Date but determined to be incomplete, or for which a determination of completeness was not yet issued by the Annexation Effective Date, shall be rejected and referred to the City of Auburn for submittal, review, issuance, and payment.

F. Utilities.

- 1. *Stormwater Facilities pre-transfer inspection.* Auburn has inspected the Stormwater Facilities and identified corrective and normal maintenance work, that has been completed by Kent.
- 2. *Stormwater Facilities Maintenance Prior to Annexation Effective Date.* Kent will continue to maintain the Stormwater Facilities consistent with the Kent City Code prior to the Annexation Effective Date. Prior to annexation, any deficiencies identified by the City of Kent, including through annual inspections, shall be corrected before transfer to the City of Auburn.

3. *Private Stormwater Facilities.* The private storm facilities as identified in Exhibit G (“Private Stormwater Facilities”) will remain the responsibility of The Bridges Home Owner Association, which shall have full and complete responsibility for the operation, maintenance, repairs, and any improvements to the Private Stormwater Facilities, subject to all applicable permits for completion of such work.
4. *Potable Water Facilities.* Within 60 Days following the Agreement Effective Date Kent shall apply for a Water Franchise to operate its water system within the Annexation Area within the City of Auburn. Auburn shall allow for normal and continual operation of the Kent water system throughout the franchise application and negotiation process, subject to Kent obtaining the appropriate construction permits for any work to be completed within Auburn’s right-of-way following the Annexation Effective Date. Kent’s continual operation of the water system shall be subject to the indemnification provisions of this agreement, Section II.I, until Kent and Auburn execute a water franchise. Kent shall restore any portions of Auburn ROW Properties disturbed during Kent construction work on Kent’s water system in compliance with the Auburn City Code and Auburn’s Engineering Design and Construction Standards.

G. Future Land Use Designation.

Through separate City of Auburn Ordinance, the City of Auburn will adopt the comprehensive plan future land use designations and zoning designations for the Bridges consistent with Auburn City Code and all applicable law. The City of Auburn’s future land use designation as part of the annexation is exempt from review under the State Environmental Policy Act provisions of Ch. 43.21C RCW.

H. Environmental Liability.

“Hazardous materials” as used in this section shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended. Nothing in this agreement shall be deemed to waive any statutory claim for contribution that Auburn might have against Kent under federal or state environmental statutes that arises from hazardous materials deposited or released on the Public Stormwater System during Kent’s period of ownership. Auburn may not, however, assert such a claim to the extent that Auburn creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of Auburn performing construction activities on, changing the configuration of, or changing the use of the Public Stormwater System.

1. If Auburn discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against Kent it shall immediately notify Kent in writing. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
2. In no event shall Kent be responsible for any costs associated with remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

I. Indemnification.

Kent shall indemnify and hold harmless Auburn and Auburn's elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to any rights or responsibilities pursuant to Kent's regulatory jurisdiction in The Bridges, or Kent's ownership of property and utilities within The Bridges, that occurred prior to the Annexation Effective Date. In the event that any suit based upon such a claim, action, loss or damage is brought against Kent, or Auburn and Kent, Kent shall defend the same at its sole cost and expense and, if final judgment be rendered against Auburn and its elected officials, officers, agents and employees or jointly against Auburn and Kent and their respective elected officials, officers, agents and employees, Kent shall satisfy the same.

Auburn shall indemnify and hold harmless Kent and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to any rights or responsibilities pursuant to Auburn's regulatory jurisdiction in The Bridges, or Auburn's ownership of property and utilities within The Bridges, that occur after the Annexation Effective Date. In the event that any suit based upon such a claim, action, loss or damage is brought against Kent, or Kent and Auburn, Auburn shall defend the same at its sole cost and expense and, if final judgment be rendered against Kent and its officers, agents and employees or jointly against Kent and Auburn and their respective officers, agents and employees, Auburn shall satisfy the same.

For a period of three years following transfer, each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the regulatory jurisdiction or ownership of property and utilities within The Bridges.

Each Party to this Agreement agrees that its obligations under this Section II.I extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party to this Agreement, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party. The provisions of this Section shall survive the expiration or termination of this Agreement.

J. Offenses Occurring Prior to Annexation Effective Date.

All offenses defined by law as crimes, traffic infractions or civil infractions that occur within The Bridges annexation area prior to the Annexation Effective Date will be considered offenses within the jurisdiction of the City of Kent for the purposes of prosecution, court filing costs, payment of any fees or assessments associated with, financial responsibilities for jail services to the extent financial responsibility attaches, and any other corresponding case enforcement liabilities. All such offenses occurring on or after the Annexation Effective Date will be considered offenses within the jurisdiction of the City of Auburn for the purposes of prosecution, court filing costs, payment of any fees or assessments associated with, and financial responsibilities for jail services to the extent financial responsibility attaches.

K. Police Services.

At 12:01 a.m. on the Annexation Effective Date, Kent's responsibility for police service within The Bridges shall cease, and Auburn's responsibility shall commence. For purposes of this Section II.K, "police service" includes all police functions, services and obligations, including general authority law enforcement, animal control, and vehicle parking enforcement. The police chiefs of Kent and Auburn will work together to ensure a smooth transition plan and a continued partnership. Kent agrees to provide Auburn with any community contact lists that Kent may have regarding the Annexation Area upon request.

L. Valley Regional Fire Authority.

At 12:01 a.m. on the Annexation Effective Date, regional fire authority will be transferred to the Valley Regional Fire Authority.

M. Communication Strategy.

The City of Kent and the City of Auburn will work cooperatively to develop and deliver a communication strategy that seeks input from the diverse members of the community at all times prior to annexation.

N. Franchises.

Within sixty (60) days of the Annexation Effective Date, Kent shall transfer to Auburn all records associated with any franchises. This shall include, but not be limited to, applications, ordinances, and all maps showing franchise locations. Applications determined to be complete prior to the Annexation Effective Date will be reviewed and decided by Kent. For applications submitted prior to the Annexation Effective Date that have not been determined to be complete, the application shall be rejected by the City of Kent and the applicant referred to the City of Auburn for application submittal and review. Kent may elect to provide original records or copies of records. Kent shall provide all records free of charge to Auburn. Kent shall not be required to provide any records created after the Annexation Effective Date unless and until requested by Auburn.

O. All Prior Kent Ordinances Repealed Upon Annexation Effective Date.

Pursuant to RCW 35.10.320, the City of Auburn shall repeal all City of Kent ordinances effective at 12:01 a.m. on the Annexation Effective Date. Simultaneous to the repeal of all City of Kent ordinances, all City of Auburn ordinances and regulations will take effect at 12:01 a.m. on the Annexation Effective Date.

P. Miscellaneous.

1. *Compliance with Laws.* Each Party accepts responsibility for compliance with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all parties will comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, and Annexation Statutes. The Parties retain the ultimate authority for land use and

development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

2. *Entire Agreement.* This Agreement together with all Exhibits hereto contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
3. *Filing.* A copy of this Agreement shall be filed with the Auburn and Kent City Clerks. Kent will record this Agreement with the King County Recorder's Office.
4. *Amendments.* No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. If it is later determined that a topic should have been addressed in this Agreement but was inadvertently overlooked, each agency authorizes its mayor to negotiate and sign an amendment to this Agreement without further approval being required by its respective legislative body.
5. *Severability.* If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
6. *Successors in interest.* Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
7. *No waiver.* Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
8. *Authority.* Each individual executing this Agreement on behalf of each city represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City of Auburn or the City of Kent.
9. *Performance.* Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
10. *Equal Opportunity to Draft.* The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. *Third Party Beneficiaries.* This agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF AUBURN

CITY OF KENT

Nancy Backus, Mayor
Date:_____

Dana Ralph, Mayor
Date:_____

ATTEST:

ATTEST:

Shawn Campbell, City Clerk

Kimberley A. Komoto, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Harry Boesche, Interim City Attorney

Tammy White, City Attorney

Exhibit A
Depiction of “The Bridges”

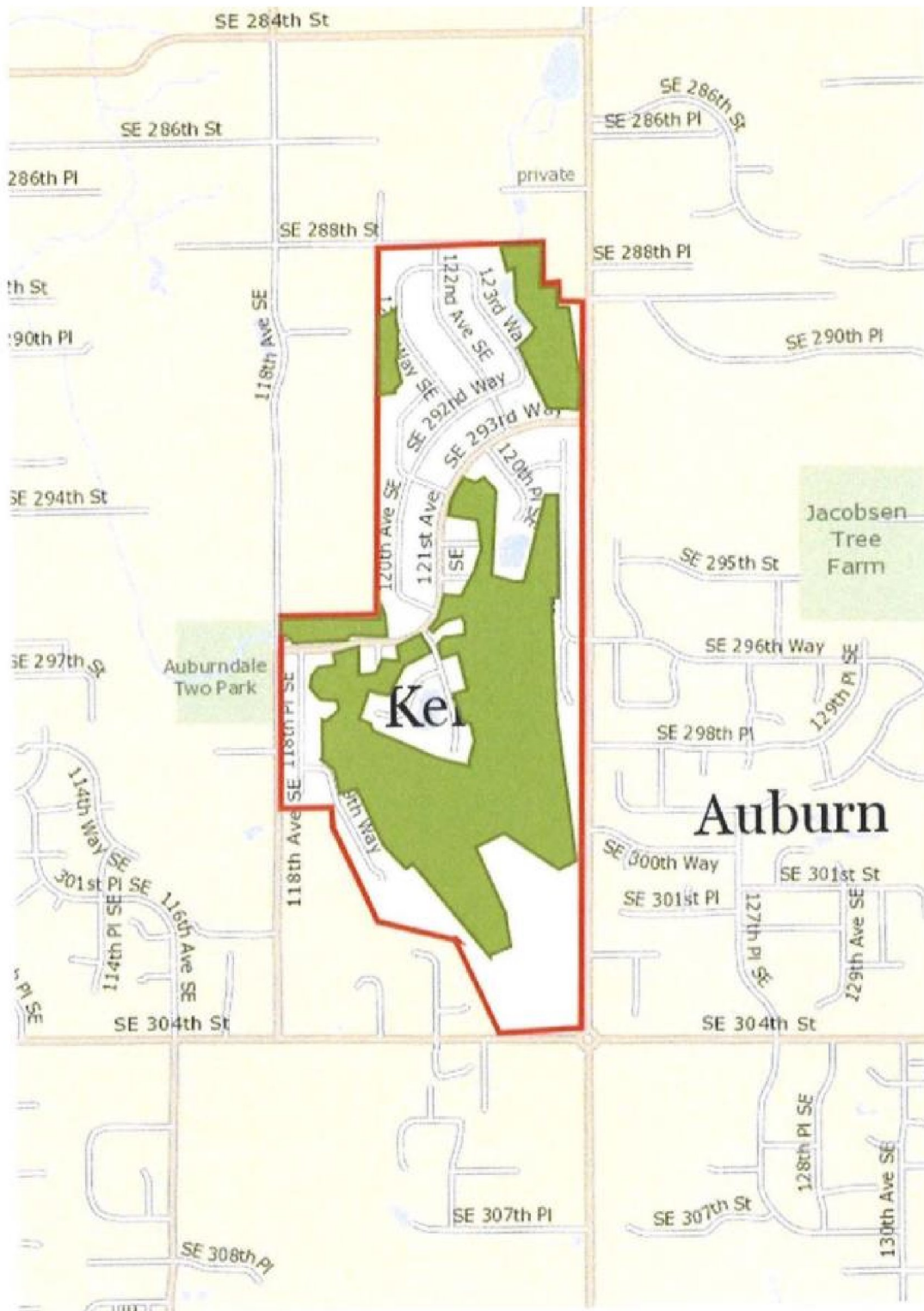


Exhibit A-1

Legal Description of "The Bridges"

BRIDGES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

Exhibit B

Legal Description of Open Space to Be Transferred to Non-Governmental Third-Party

TRACTS B, AND TT (DEPICTED ON SHEET 8), TRACT I (DEPICTED ON SHEET 12), AND TRACT Y (DEPICTED ON SHEET 19) OF BRIDGES, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

Exhibit C
Legal Description of Public Natural Areas Easement

AN EASEMENT FOR PUBLIC NATURAL AREAS ON THE PORTION OF TRACT PP (DEPICTED ON SHEET 19), TOGETHER WITH A 15.00 FOOT WIDE EASEMENT ON THE PORTIONS OF LOTS 131 THROUGH 135 INDICATED ON SHEET 2 OF BRIDGES, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

Exhibit C-1:
Form Assignment of Public Natural Areas Easement

WHEN RECORDED RETURN TO:

City of Kent
220 Fourth Avenue South
Kent, Washington 98032
Attn: City Clerk

Reference Number of Related Document: _____
Assignor: City of Kent
Assignee: _____
Abbreviated Legal Description: _____
Assessor's Tax Parcel No.: _____ STR: _____
Project Name: _____

ASSIGNMENT AND ASSUMPTION OF EASEMENT

This Assignment and Assumption of Easement is made between the City of Kent, a municipal corporation ("City" or "Assignor") and City of Auburn ("Assignee") with respect to that easement dated _____ and recorded in the official records of King County as Instrument No. _____ on _____ (the "Easement") under which the City is the grantee and _____ is the grantor.

A. The Easement states that the Assignor may assign and convey its rights thereunder to the Assignee without further consent of grantor being required.

B. Assignor wishes to assign all of its right, title and interest under the Easement to the Assignee and the Assignee wishes to accept and assume all of the right, title, and interest of Assignor under the Easement.

THEREFORE, in consideration of mutual benefits derived, Assignee and Assignor agree as follows:

1. Assignor grants, conveys and assigns, without covenant or warranty, to the Assignee all of Assignor's right, title, and interest in and to the Easement together with any improvements and appurtenances thereon owned by Assignor.

2. Assignee irrevocably accepts and assumes all right, title, and interest in and to the Easement and all obligations thereunder.

This Assignment shall be effective as of the later date written below and shall be recorded with the King County Recorder's Office.

ASSIGNOR:

CITY OF KENT

By: Dana Ralph
Title: Mayor
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Dana Ralph** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Mayor** of the **City of Kent** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Signature)
NOTARY PUBLIC, in and for the State
of Washington, residing at _____
My appointment expires _____

ASSIGNEE:
_____:

By: _____
Title: _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Signature)
NOTARY PUBLIC, in and for the State
of Washington, residing at _____
My appointment expires _____

Exhibit D

Legal Description of ROW Properties, Easements,
and Road-Related Properties to Transfer to Auburn

THE SOUTH 26.00 FEET OF SE 288TH STREET AND ALL OF 122ND AVE SE, 122ND WAY SE, SE 293RD WAY, 121ST AVENUE SE, AND SE 296TH PLACE AS DEPICTED SHEETS 10 THROUGH 15, 18, AND 19 OF BRIDGES, A PLANNED UNIT DEVELOPMENT. ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.;

TOGETHER WITH AN EASEMENT FOR PUBLIC SIDEWALK OVER ALL OF TRACT DD AND TRACT EE (DEPICTED ON SHEETS 18 AND 19) OF SAID PLAT;

AND ALSO, THOSE PORTIONS OF LOTS 80, 90, 91, 96 (DEPICTED ON SHEET 15) OF SAID PLAT SHOWN AS "PUBLIC SIDEWALK EASEMENT";

TOGETHER WITH AN EASEMENT FOR PUBLIC PEDESTRIAN ACCESS FOR TRAILS AND PATHS WITHIN TRACT Q (DEPICTED SHEET 13), TRACT FFF (DEPICTED SHEET 15), TRACT X AND TRACT Y (DEPICTED ON SHEET 18) OF SAID PLAT;

AND ALSO, A PORTION OF LOT 33 OF SAID PLAT (DEPICTED ON SHEET 16)
AND ALSO, THAT PORTION OF 123RD PLACE (BEING A PORTION OF TRACT GGG) LYING TO THE NORTH OF THE LINE COMMON TO LOTS 21 AND 22 OF SAID PLAT.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Dana Ralph** is the person who appeared before me, and said person acknowledged that **she** signed this instrument, on oath stated that **she** was authorized to execute the instrument as the **Mayor** of the **City of Kent** and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

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

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Nancy Backus** is the person who appeared before me, and said person acknowledged that **she** signed this instrument, on oath stated that **she** was authorized to execute the instrument as the **Mayor** of the **City of Auburn** and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

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

My appointment expires _____

Exhibit E

Legal Description of Stormwater Facilities to Transfer to Auburn

TRACTS C, T, AND CC, ALSO ALL ITEMS AS LISTED AS NUMBER 3 UNDER THE EASEMENT LEGEND AS LOCATED ON BRIDGES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

ALL OF TRACT C (DEPICTED ON SHEET 11), TRACT T (DEPCITED ON SHEET 16) AND TRACT CC (DEPICTED ON SHEET 21) OF BRIDGES, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

TOGETHER WITH PUBLIC STORM DRAIN EASEMENTS UNDER AND OVER THE FOLLOWING:

THAT PORTION OF TRACT CCC OF SAID PLAT LYING TO THE NORTH OF THE SOUTHERLY MOST LINE COMMON TO TRACTS B AND C (DEPICTED ON SHEETS 10 AND 11);

AND ALSO, THAT PORTION OF TRACT GGG OF SAID PLAT LYING WITHIN 23.50 FEET ON EACH SIDE OF THE CENTERLINE OF 122ND PLACE SE PLUS THE ENTIRE CUL-DE-SAC AT THE SOUTHERLY END OF SAID 122ND PLACE SE (DEPICTED ON SHEETS 13 AND 16)

AND TOGETHER WITH THAT PORTION OF SAID TRACT GGG OF SAID PLAT (DEPICTED ON SHEETS 16 AND 17) LYING TO THE SOUTH OF THE WESTERLY EXTENSION OF A PARALLEL WITH AND 10.00 FEET TO THE NORTH OF THE SOUTH LINE OF LOT 21;

AND ALSO, THAT PORTION OF TRACT HHH OF SAID PLAT (DEPICTED ON SHEETS 18 AND 21) LYING WITHIN 23.500 FEET ON EACH SIDE OF THE CENTERLINE OF 121ST PLACE SE AND TO THE NORTH OF THE WESTERLY EXTENSION OF A LINE OF LINE PARALLEL WITH AND 5.00 FEET TO THE SOUTH OF THE SOUTH LINE OF LOT 100;

AND ALSO, THOSE PORTIONS OF TRACT A AND TRACT Q (DEPICTED ON SHEET 13), TRACT JJ, TRACT TT AND TRACT OO (DEPICTED ON SHEET 20), TRACT WW (DEPICTED ON SHEETS 17 AND 22) AND TRACTS NNN AND OOO (DEPICTED ON SHEET 25) OF SAID PLAT

AND ALSO, THOSE PORTIONS OF LOTS 20, 21, 41, 42 (DEPICTED ON SHEET 16) AND LOT 32 (DEPICTED ON SHEET 13) OF SAID PLAT.

Quit Claim Form to Transfer Stormwater Facilities

City of Kent
Public Works Department
Attn: Property Management
220 Fourth Avenue South
Kent, WA 98032

QUIT CLAIM DEED

The City of Kent, a Washington municipal corporation, as Grantor, for an in consideration of mutual benefits, pursuant to City of Kent Resolution No. _____ and that certain *Interlocal Agreement between the City of Kent and the City of Auburn Relating to the Annexation of the Bridges*, recording number _____, does hereby convey and quitclaim to the City of Auburn, a Washington municipal corporation, as Grantee, and Grantee does hereby accept, those certain real property interests legally described in the Attachment A, attached hereto and made a part of this Deed, together with any after-acquired title which the Grantor may acquire; SUBJECT TO all rights, conditions, covenants, obligations, limitations and reservations of record.

City of Kent Dana Ralph, Mayor Date _____	City of Auburn Nancy Backus, Mayor Date _____
--	--

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Dana Ralph** is the person who appeared before me, and said person acknowledged that **she** signed this instrument, on oath stated that **she** was authorized to execute the instrument as the **Mayor** of the **City of Kent** and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

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

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Nancy Backus** is the person who appeared before me, and said person acknowledged that **she** signed this instrument, on oath stated that **she** was authorized to execute the instrument as the **Mayor** of the **City of Auburn** and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

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

My appointment expires _____

Exhibit F

Legal Description of Water Utility Properties and Interest Retained by Kent

TRACT AAA, ALSO A PUBLIC WATER EASEMENT WITHIN TRACTS BBB, CCC, DDD, EEE, FFF, GGG, HHH, III, JJJ, AND KKK OF BRIDGES, A PLANNED UNIT DEVELOPMENT, ALSO THE WATERLINE EASEMENT RECORDED UNDER RECORDING NUMBER 20050401001754 AS SHOWN ON BRIDGES, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

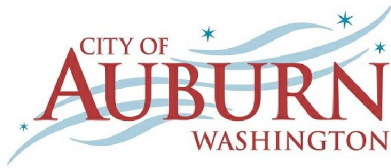
Exhibit G

Legal Description of Private Stormwater Facilities that Remain with HOA

PRIVATE STORM DRAINAGE EASEMENTS LOCATED WITHIN TRACT B (DEPICTED ON SHEET 11), TRACTS H AND I (DEPICTED ON SHEET 12), TRACT Y (DEPICTED ON SHEETS 18 AND 19) TRACT TT (DEPICTED ON SHEETS 14 THROUGH 25),

AND ALSO, WITHIN LOTS 50 THROUGH 55, (DEPICTED ON SHEET 16)
LOTS 57, 58, 65 THROUGH 75 (DEPICTED ON SHEET 13),
LOTS 76 THROUGH 79 (DEPICTED ON SHEET 14),
LOTS 87, 88, 93, 94, 183 THROUGH 201 (DEPICTED ON SHEET 15 AND 18),
LOTS 216 THROUGH 232, 253 THROUGH 255 (DEPICTED ON SHEET 14),
LOTS 258, 259, 261 THROUGH 263, 264, 265 DEPICTED ON SHEET 12),
LOTS 326 THROUGH 330 (DEPICTED ON SHEET 10),
LOTS 362 THROUGH 364 (DEPICTED ON SHEET 11),

OF BRIDGES, A PLANNED UNIT DEVELOPMENT ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5742 (Gaub)

Date:

October 4, 2023

Department:

Public Works

Attachments:

[Resolution No. 5742](#)

[Grant Award and Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5742.

Background for Motion:

This Resolution would authorize the acceptance and administration of the Commute Trip Reduction Formula Grant Award of \$80,900 from the Washington State Department of Transportation. The grant is awarded to counties and local jurisdictions for the implementation of the Commute Trip Reduction law.

Background Summary:

Resolution No. 5742 authorizes the acceptance and administration of the Commute Trip Reduction (CTR) Formula Grant Award from the Washington State Department of Transportation (WSDOT).

CTR is a state mandated program that is intended to reduce vehicle congestion and, by extension, lower emissions of air contaminants through the reduction of single-occupant vehicle trips. Single-occupant vehicle trips are reduced through implementing transportation demand management strategies primarily in coordination with major employers. Per RCW 70A.15.4020, the City of Auburn, as a city within an urban growth area, is required to implement the CTR law within its jurisdiction including the education and monitoring of all CTR affected businesses within the City. CTR affected businesses are defined as a business with 100 or more employees who:

- Work 35+ hours per week, and
- Work at least 2 weekdays per week, and
- Are scheduled to begin work at a single worksite between 6am and 9am, and
- Are in a position intended for at least 12 consecutive months.

Within Auburn, there are currently 12 businesses that are affected, however, this number is subject to change.

The CTR grant funding is allocated to the City by WSDOT for the CTR law within the City limits and provides for the City's administration and implementation of the CTR program.

Reviewed by Council Committees:

Councilmember: Brown

Staff: Gaub

Meeting Date: October 16, 2023

Item Number: RES.D

RESOLUTION NO. 5742

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT AND ADMINISTER A COMMUTE TRIP REDUCTION FORMULA GRANT AWARD FROM THE STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, RCW 70A.15 and Auburn City Code (ACC) 10.02 require the City to implement a Commute Trip Reduction (CTR) plan; and

WHEREAS, the Washington State Department of Transportation (WSDOT) awards cities financial grants to assist them in implementing CTR plans. WSDOT awards these grants every 2 years, and establishes the grant amounts through a formula developed by the WSDOT Commute Trip Reduction Board; and

WHEREAS, the WSDOT has awarded the City an \$80,900 CTR formula grant for the 2023-2025 biennium; and

WHEREAS, acceptance of this grant is in the best interest of the City and its residents in financing and administering the City's CTR plan.

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

Section 1. The Mayor is authorized to accept and administer the WSDOT CTR formula grant in the amount of \$80,900.

Section 2. The Mayor is authorized to negotiate, enter, and administer agreements and agreements amendments to spend the grant funds for the CTR Program, and to implement other administrative procedures necessary to carry out the directives of this legislation.

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

Dated and Signed this _____ day of _____, 2023.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Harry Boesche, Acting City Attorney

June 23, 2023

Veronica Bean
City of Auburn
25 W Main Street
Auburn, WA 98001

Subject: 2023-2025 Commute Trip Reduction formula grant distribution

Dear Veronica Bean:

Congratulations! We are pleased to distribute your organization's Commute Trip Reduction (CTR) formula grant for the 2023-2025 biennium.

The Washington State Department of Transportation (WSDOT) is distributing CTR grant funding to 28 organizations across the state to assist regional transportation planning organizations, counties, cities, and towns in implementing CTR plans.

Program	Commute Trip Reduction	Emergency Ride Home	Total Award
CTR formula distribution for 2023-2025	\$80,900		\$80,900

The Transportation Demand Management Technical Committee determined your allocation of program funds.

CTR formula funds are reimbursable for grant-related activities beginning July 1, 2023. Project expenditures accrued prior to this date may not be charged to your award.

Matthew Cramer, community liaison, is your primary WSDOT contact, who will assist you with all aspects of your project. You can reach Matthew at matthew.cramer@wsdot.wa.gov or 360-905-2152 should you have questions or concerns.

We look forward to finalizing your grant agreement and funding your project so that we can help you provide valuable services in your community. Again, congratulations!

Veronica Bean
June 23, 2023
Page 2

Sincerely,

A handwritten signature in blue ink, appearing to be 'JN', with a stylized, cursive-like structure.

Jill Nordstrom, grants and community partnerships manager
Public Transportation Division

JN:dl

cc: Matthew Cramer, WSDOT
Firas Makhoulf, WSDOT
Evan Olsen, WSDOT
Ricardo Gotla, WSDOT



WSDOT Contact: Matthew Cramer
360-905-2152
cramema@wsdot.wa.gov

Commute Trip Reduction (CTR)			
Agreement Number	PTD0822	Contractor:	City of Auburn
Term of Project	July 1, 2023 through June 30, 2025		25 W Main Street Auburn, WA 98001
Vendor #	SW000206900	Contact:	Veronica Bean 253-398-7351 vbean@auburnwa.gov

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, RCW 70A.15.4000 through RCW 70A.15.4110 establishes the state’s leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including transportation demand management programs for growth and transportation efficiency centers (“GTEC”) in Washington State; and

WHEREAS, the State of Washington in its Sessions Laws of 2023, Chapter 472 Section 221 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2023-2025 biennial appropriations to WSDOT; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

SCOPE OF WORK AND BUDGET

The CONTRACTOR agrees to provide Transportation Demand Management (TDM) services, primarily used to support local Commute Trip Reduction (CTR) programs associated with the Statewide Commute Trip Reduction Program, including: 1) Development and submission of an Administrative Work Plan by the end of the first quarter of this AGREEMENT that must be approved by WSDOT in writing; and 2) Implementation of the strategies and production of the deliverables outlined in the WSDOT-approved Administrative Work Plan in order to implement a CTR program. The Administrative Work Plan shall be incorporated as an amendment to this AGREEMENT.

Funds	Current Funds
Commute Trip Reduction (MMA)	\$ 80,900
Total Project Cost	\$ 80,900

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2023-2025 biennium.

Section 2

Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington.

Section 3

Scope of Project

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in "Scope of Work and Budget".

Section 4

Term of Agreement

The CONTRACTOR shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

Section 5

General Compliance Assurance

- A. The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's Commute Trip Reduction Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant> , which by this reference is fully incorporated herein.
- B. The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

Section 6

Administrative Work Plan

- A. The CONTRACTOR agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the CONTRACTOR submits its first invoice, whichever is sooner. The administrative work plan will include the following elements:
 - a. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures, and strategies associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR or GTEC plans. These plans may include but are not limited to, recruiting new employer worksites, reviewing employer programs and providing site-specific suggestions for improved CTR performance, administering surveys, CTR Work Plan reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
 - b. The administrative work plan may be amended based on a mutual written agreement between the WSDOT Project Manager and the CONTRACTOR.

Section 7
CTR or GTEC Plan

The CONTRACTOR shall prepare and submit a local CTR and/or GTEC plan for each jurisdiction supported by project funds. The plan will meet the standards defined in the "Guidance Document."

Section 8
Survey Coordination

The CONTRACTOR agrees to coordinate with WSDOT and its contracting partners for Commute Trip Reduction employer surveys.

Section 9
Database Updates

The CONTRACTOR agrees to provide WSDOT and the CONTRACTOR's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

Section 10
Use of State Funds for Incentives

The CONTRACTOR agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the CONTRACTOR.

Section 11
Coordination with Regional Transportation Planning Organizations (RTPO)

The CONTRACTOR shall coordinate the development and implementation of its CTR and/or GTEC plan and programs with the applicable regional transportation planning organization (RTPO). The CONTRACTOR agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CONTRACTOR agrees to provide information about the progress of its CTR and/or GTEC plan and programs to the RTPO upon request.

Section 12
Project Records

The CONTRACTOR agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 13

Reimbursement and Payment

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in **Section 16 – “Reports”** may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

- B. State Fiscal Year End Closure Requirement (RCW 43.88): The CONTRACTOR shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(12) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 14

Assignments and Subcontracts

- A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone, not under the CONTRACTOR's direct supervision.
- B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as **Sections 5, 10, 11, and Sections 15 through 27**, of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 15

Funding Distribution

The CONTRACTOR may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, Metropolitan Planning Organizations, or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR and/or GTEC, plans as applicable, and as authorized by **RCW 70A.15.4080**, and by ordinances adopted pursuant to **RCW 70A.15.4020(5)**.

Section 16

Reports

The CONTRACTOR shall prepare and submit quarterly, and annual program reports pursuant to this agreement and as prescribed in WSDOT's Transportation Demand Implementation Guidebook. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook.

Section 17

Implementation Plans

The CONTRACTOR shall incorporate appropriate sections of the "Scope of Work and Budget" and description of allowable incentives in accordance with the incentives guidance provided to the CONTRACTOR by WSDOT as set forth in **Section 10** of this AGREEMENT, as well as the WSDOT-approved Administrative Work Plan, in all agreements with an eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of such CTR and/or GTEC plans, and in compliance with applicable ordinances.

Section 18

Energy Credit

To the extent CONTRACTOR receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation in a like program, CONTRACTOR agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. CONTRACTOR'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

Section 19

No obligation by the state government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 20

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 21

Ethics

- A. Relationships with Employees and Officers of WSDOT. The CONTRACTOR shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
- B. Employment of Former WSDOT Employees. The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 22

Civil rights

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 23

Compliance with Laws and Regulations

- A. The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the CONTRACTOR agrees to comply with the following:
 - a. SB 5974 Move Ahead Washington
 - b. RCW 70A.02 Healthy Environmental for All (HEAL) ACT, and
 - c. RCW 70A. 65.260 Climate Commitment ACT.
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 24

Environmental and Regulatory Requirements

The CONTRACTOR agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The CONTRACTOR agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 25

Accounting Records

The CONTRACTOR agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 26

Audits, Inspections, and Records Retention

WSDOT, the State Auditor, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the CONTRACTOR's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the CONTRACTOR shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project's final payment date. However, in case of audit or litigation extending past that six (6) year's period, then the CONTRACTOR must retain all records until the audit or litigation is completed. The CONTRACTOR shall be responsible to assure that the CONTRACTOR and any subcontractors of the CONTRACTOR comply with the provisions of this section and provide, WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

Section 27

Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 28

Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 29

Remedies for Misuse or Noncompliance.

If WSDOT determines that the funds have been used in a manner materially different from **Section 1**, WSDOT may direct the CONTRACTOR to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

Section 30

Disputes

- A. Disputes. Disputes, arising in the performance of this AGREEMENT, which is not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division's Assistant Director or Designee. This decision shall be final and conclusive unless within ten (10) days from the date of the CONTRACTOR'S receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.
- B. Performance During Dispute. Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Section 31

Termination

- A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. In the case of partial termination WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, and conditions. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:
 - 1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
 - 2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
 - 3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest

of national defense; or an Executive Order of the President or Governor of the state with respect to the preservation of energy resources;

4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The state Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT.
5. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion, may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such cases, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

- E. Any termination of the AGREEMENT, whether for convenience or for default, that requires the AGREEMENT to be terminated or discontinued before the specified end date set forth in the caption header, "Term of Project", shall require WSDOT to amend the AGREEMENT by written amendment to reflect the termination date and reason for termination.

Section 32

Agreement Modifications

- A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Work and Budget. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto, provided, however, that changes to the Project title, UPIN, the contact person of either PARTY, biennial adjustments with no impact to the overall project cost, or adding the Administrative Work Plan, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of any such approved revision in writing.
- B. If an increase in funding by the funding source augments the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into a written amendment to this AGREEMENT, providing for an appropriate change in the Scope of Work and Budget and/or the Total Project Cost in order to reflect any such increase in funding.
- C. If a reduction of funding by the funding source reduces the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into a written amendment to this AGREEMENT providing for an appropriate change in the Scope of Work and Budget and/or the Total Project Cost in order to reflect any such reduction of funding.

Section 33

Recapture Provision

In the event that the CONTRACTOR fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. The CONTRACTOR agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

Section 34

Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 35

Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the CONTRACTOR constitute or be construed as a waiver by the CONTRACTOR of any WSDOT breach, or default.

which shall in no way impair or prejudice any right or remedy available to CONTRACTOR with respect to any breach or default.

Section 36

Limitation of Liability and Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR, by mutual negotiation, specifically waives any immunity under the state Industrial Insurance Law, Title 51 Revised Code of Washington.
- D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs, and expenses shall be recoverable by the prevailing PARTY.

Section 37

Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

Section 38 WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the CONTRACTOR may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the CONTRACTOR's rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the CONTRACTOR.

Section 39 Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 40 Subrogation

- A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage of Project Equipment. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 41 Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 42
Counterparts

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

Section 43
Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 44
Execution

This AGREEMENT is executed by the Director of the Public Transportation Division, Washington State Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the Washington State Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

Section 45
Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. State law
2. This AGREEMENT
3. CTR Guidebook

Section 46
Execution

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

Section 47
Agreement Close Out

The CONTRACTOR shall notify WSDOT if the AGREEMENT is completed prior to the end date set forth in the caption header, "Term of Agreement". A written notification needs to be provided to WSDOT that the project is complete. WSDOT will prepare an amendment to modify the AGREEMENT to reflect the actual amount spent and the Project completion date.

Section 48
Binding Agreement

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

**Brian Lagerberg, Director
Public Transportation Division**

Authorized Representative

Title

Print Name

Date

Date