



**City Council Meeting
October 6, 2014 - 7:30 PM
Auburn City Hall
AGENDA**

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[Watch the meeting video](#)

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

I. CALL TO ORDER

A. Flag Salute

B. Roll Call

C. Announcements, Appointments, and Presentations

1. Filipino American History Month Proclamation
Mayor Backus to proclaim the month of October 2014 as "Filipino American History Month" in the city of Auburn.
2. Design and Construction Services for Youth Center and Community Center at Les Gove Community Campus
Presentation by City staff and representatives from ARC Architects on proposed professional architectural and engineering services for the Youth Center and Community Center at Les Gove Community Campus

D. Agenda Modifications

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

No public hearing is scheduled for this evening.

B. Audience Participation

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

C. Correspondence

There is no correspondence for Council review.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

1. **September 22, 2014 Minutes* (Peloza)**

B. Planning & Community Development

1. **September 22, 2014 Minutes* (Holman)**

C. **Public Works**

1. **September 15, 2014 Minutes* (Osborne)**

D. **Finance**

1. **September 15, 2014 Minutes* (Wales)**

E. **Les Gove Community Campus**

1. The Les Gove Community Campus Committee met on October 1, 2014 (Wagner)

F. **Council Operations Committee**

1. The Council Operations Committee met on October 1, 2014 (Wagner)

G. **Junior City Council**

1. The next regular meeting of the Junior City Council is scheduled for October 20, 2014 (Wagner)

IV. **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 15, 2014 Regular Council Meeting***

B. **Minutes of the August 8, 2014 Special Council Meeting***

C. **Minutes of the August 18, 2014 Special Council Meeting***

D. **Minutes of the August 26, 2014 Special Council Meeting***

E. **Claims Vouchers (Wales/Coleman)**

Claims voucher numbers 430560 through 430756 in the amount of \$2,156,038.19 and three wire transfers in the amount of \$2,060.11 and dated October 6, 2014.

F. **Payroll Vouchers (Wales/Coleman)**

Payroll check numbers 534983 through 535021 in the amount of \$276,267.20 and electronic deposit transmissions in the amount of \$1,315,814.89 for a grand total of \$1,592,082.09 for the period covering September 11, 2014 to October 1, 2014.

G. **Public Works Project No. CP1122* (Osborne/Snyder)**

City Council reject all bids to Contract No. 14-08 for Project No. CP1122, 30th Street NE Area Flooding – Phase 1

H. **Public Works Project No. CP1308* (Osborne/Snyder)**

City Council award Contract No. 14-04, to the Lowest Responsible Bidder for Project No. CP1308, BNSF Utility Crossings

I. **Public Works Project No. C524A* (Osborne/Snyder)**

City Council approve Change Order No. 4 in the Amount of \$10,369.73 to

Contract No. 14-05 for Work on Project No. C524A – SCADA Physical Site Improvements

J. **Call for Public Hearing on Preliminary 2015-2016 Biennial Budget (Wales/Coleman)**

City Council to call for a public hearing to be held on November 17, 2014, to receive public comments, proposals and suggestions on the 2015-2016 Preliminary Biennial Budget.

(RECOMMENDED ACTION: City Council approve the Consent Agenda.)

V. **UNFINISHED BUSINESS**

There is no unfinished business.

VI. **NEW BUSINESS**

There is no new business.

VII. **ORDINANCES**

A. **Ordinance No. 6530* (Peloza/Bailey)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Chapter 8.18 of the Auburn City Code relating to abandoned shopping carts

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6530.)

B. **Ordinance No. 6535* (Osborne/Snyder)**

An Ordinance of the City Council of the City of Auburn, Washington, amending Chapter 10.36 of the Auburn City Code related to parking restrictions

(RECOMMENDED ACTION: City Council introduce and adopt Ordinance No. 6535.)

VIII. **RESOLUTIONS**

A. **Resolution No. 5097* (Peloza/Hursh)**

A Resolution of the City Council of the City of Auburn, Washington, formally accepting a grant from the Washington State Military Department in the amount of Fifty-five Thousand Seven Hundred Twenty-four dollars (\$55,724.00) from the United States Department of Homeland Security Emergency Management Performance Grant Program, and authorizing the Mayor to execute the necessary agreements to accept said funds

(RECOMMENDED ACTION: City Council adopt Resolution No. 5097.)

B. **Resolution No. 5102* (Osborne/Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute a Wholesale Water Agreement between the City of Auburn and the City of Tacoma

(RECOMMENDED ACTION: City Council adopt Resolution No. 5102.)

C. **Resolution No. 5103* (Peloza/Coleman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the transfer of funds for the purpose of making a loan or loans from the Capital Improvements Fund to the Airport Fund for up to a five-year period of time

(RECOMMENDED ACTION: City Council adopt Resolution No. 5103.)

D. **Resolution No. 5104* (Holman/Snyder)**

A Resolution of the City of Auburn, Washington, approving and authorizing execution of an interlocal agreement with Pierce County, thereby amending the Pierce County Countywide Planning Policies related to Annexations and Urban Growth Area expansions

(RECOMMENDED ACTION: City Council adopt Resolution No. 5104.)

E. **Resolution No. 5107* (Wagner/Snyder)**

A Resolution of the City Council of the City of Auburn Washington authorizing the Mayor to negotiate and execute a professional services agreement with ARC Architects for architectural and engineering services for the Youth Center and Community Center at Les Gove Community Campus

(RECOMMENDED ACTION: City Council adopt Resolution No. 5107.)

IX. **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**

X. **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.

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

September 22, 2014 Minutes

Date:

September 30, 2014

Department:

Police

Attachments:

[September 22, 2014 Minutes](#)

Budget Impact:

\$0

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

Municipal Services

Councilmember: Pelosa

Staff:

Meeting Date: October 6, 2014

Item Number: MS.1



**Municipal Services Committee
September 22, 2014 - 3:30 PM
City Hall Conference Room 3
MINUTES**

I. CALL TO ORDER

Chair Peloza called the meeting to order at 3:50 p.m. in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

A. Roll Call

Members present: Chair Bill Peloza, Vice Chair Wayne Osborne and Member Claude DaCorsi.

Staff present: Mayor Nancy Backus, Chief of Police Bob Lee, Finance Director Shelley Coleman, City Attorney Dan Heid, Emergency Preparedness Manager Sarah Miller and Police Secretary/Scribe Heather Shaw.

Others present: Auburn Reporter representative Robert Whale.

B. Announcements

C. Agenda Modifications

II. CONSENT AGENDA

A. September 8, 2014 Minutes

The Committee recommended a revision to the proposed minutes. Vice Chair Osborne moved to accept the Minutes as amended. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

III. ACTION

A. Resolution No. 5103 (Coleman)

Director Shelley Coleman presented the committee with the proposed Resolution No. 5103. This resolution would allow for an inter-fund loan to cover the additional project cost to the Auburn Municipal Airport T Hangar Row 3 Enclosure project. The inter-fund loan will be repaid with interest over a five year period with revenues generated from rentals for the enclosed hangars being pledged to the repayment. The committee recommended minor grammatical revisions.

Vice Chair Osborne recommended that Resolution No. 5103 to be moved to full council for consideration as amended. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

B. Resolution No. 5097 (Miller)

A resolution of the City Council of the City of Auburn, Washington, formally accepting a grant from the Washington State Military Department in the amount of fifty five thousand seven hundred twenty four dollars (\$55,724.00) from the United States Department of Homeland Security Emergency Management Performance Grant Program, and authorizing the Mayor to execute the necessary agreements to accept said funds.

Emergency Preparedness Manager Sarah Miller briefed the committee on the annual Emergency Management Performance Grant which can be used exclusively for emergency management items and activities which were not previously budgeted for. The city uses the grant primarily for a contract employee to conduct planning activities and provide public education activities and supplies.

Vice Chair Osborne recommended that Resolution No. 5097 to be moved to full council for consideration as amended. Member DaCorsi seconded. Chair Peloza concurred.

MOTION PASSED: 3-0

IV. DISCUSSION ITEMS

A. Crime Activity Report (Lee)

Police Chief Bob Lee provided a crime activity memorandum as requested by the committee for review. The memorandum provided details on a number of individual reports produced by the department's crime analyst. The first report is a weekly generated police department stat report that includes the Total Arrests, Valley Comm CAD calls, Case Reports, Collisions and Domestic Violence reports. Additional reports that are provided to only other law enforcement agencies due to their confidential nature are the Information Driven Policing Report and the Weekly/Daily Crime Analysis Reports. The Information Driven Report is a regional & local intelligence sharing report that is sent to other law enforcement agencies covering: persons, locations and crime trends. The Crime Analysis report is provided to the department on both a daily report to officers as well as weekly. This report covers auto thefts, auto theft recoveries, residential and commercial burglaries, theft from vehicles and all felony crimes. The final item that Chief Lee provided was the information on how citizens can access the city's crime mapping feature located on the city web page. These maps will

provide neighborhood data to search crimes located in the city. Mayor Backus requested that the weekly stat report be provided in moving forward to the Mayor's Office staff and council for review.

B. Ordinance No. 6519 (Heid)

An Ordinance of the City Council of the City of Auburn, Washington, creating a new Chapter 2.92 of the Auburn City Code, providing for a Code of Ethics

City Attorney Dan Heid provided an updated Ordinance No. 6519 and alternate version, Ordinance No. 6524 to the committee for their review and discussion. This topic was brought to the committee for discussion due to a previous invitation to the council to attend a Muckleshoot event. The state law provides that any value less than \$50.00 is permissible to city employees. The question was whether there was a value to the admission to the event and what that value is.

Currently the city does not have a city code of ethics for municipal officers and therefore does not have a policy in place for determining whether there is a benefit for public officials to attend or participate in events, activities or functions. Chair Peloza questioned what other surrounding cities did and if they had an ethics code. Attorney Dan Heid indicated that many do not have an ethics code and most rely on the state statute. Member DaCorsi referenced section 3G of Ordinance No. 6519 and questioned how one would determine the value of benefit to the city should a council member receive an invitation to an event and wish to attend. Committee discussion followed regarding what state law provided for and whether Ordinance 6519 as written would allow city council members to attend events if there was a benefit to the city for attendance.

Questions from the committee regarding whether the city needed an ethics code officer and who would make up the ethics officer followed. After committee discussion, Ordinance No. 6524 appeared to be a more streamlined and understandable ordinance for the city with specific revisions and re-wording as requested by the Committee and Mayor. It was recommended by the committee that Ordinance No. 6524 move forward with amendments to the wording.

C. Project Matrix

The following update was identified for the Project Matrix:

8I: To be removed from the matrix.

V. **ADJOURNMENT**

The meeting was adjourned at 4:30 p.m. The next regular meeting of the Municipal Services Committee is scheduled for Monday, October 13,

2014 at 3:30 p.m. in Conference Room 3 of City Hall, 25 West Main Street, Auburn, WA.

Signed this _____ day of October, 2014.

Bill Pelozza, Chair

Heather Shaw, Police Secretary/Scribe



AGENDA BILL APPROVAL FORM

Agenda Subject:

September 22, 2014 Minutes

Date:

September 29, 2014

Department:

Planning and Development

Attachments:

[September 22, 2014 Minutes](#)

Budget Impact:

\$0

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

Councilmember: Holman

Staff:

Meeting Date: October 6, 2014

Item Number: PCD.1



**Planning and Community
Development
September 22, 2014 - 5:00 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Chair Holman called the meeting to order at 4:59 p.m. in Annex Conference Room 2 located on the 2nd floor of One Main Professional Plaza, One East Main Street, Auburn, Washington.

A. Roll Call

Chair John Holman, Vice-Chair Largo Wales, and Member Yolanda Trout were present. Also present were Mayor Nancy Backus; Director of Community Development and Public Works Kevin Snyder; Planning and Design Services Manager Elizabeth Chamberlain; City Attorney Dan Heid, Planner Gary Yao; and Community Development Services Office Assistant Sue Van Slyke.

Members of the Audience present: Robert Whale of the Auburn Reporter.

B. Announcements

There were no announcements.

C. Agenda Modifications

There were no agenda modifications.

II. CONSENT AGENDA

A. Minutes - September 8, 2014 (Chamberlain)

Member Yolanda Trout moved and Vice-Chair Largo Wales seconded to approve the September 8, 2014 Planning and Community Development Committee meeting minutes as written.

Motion carried unanimously. 3-0

III. ACTION

A. Ordinance No. 6519 (Heid)

City Attorney Dan Heid advised the Committee that the Municipal Services Committee also considered Ordinance No. 6519 and No. 6524. Ordinance 6524 is an alternative to Ordinance 6519. In its review, the Municipal Services Committee expressed preference for Ordinance No. 6524 rather than Ordinance 6519, though they wanted to see the language clarified and simplified. Attorney Heid handed out a draft of Ordinance No. 6524 with changes intended to meet the concerns and request of the Municipal Services Committee. Attorney Heid also noted that when the packet was created, two parts were included; Ordinance No. 6519 - an ordinance that provided for an Ethics code and an Ethics Officer. This Ordinance was patterned after the State of Washington law. One noticeable difference in the state law is that the Ethics code for State employees includes an allowance for gifts of up to \$50.00. The \$50 allowance is not included in the state ethics statute for cities and counties, and is only included in the state ethics statute for state employees and officials. Most cities do not have a separate Ethics code; they rely upon state law. Of those that do have an Ethics code, the majority have an Ethics Commission rather than an Ethics Officer. After comparison, an Ethics Officer ordinance is generally simpler to work with. Answers are generally obtained more quickly with a single officer than with a committee or commission. After Committee discussion, it was determined that the Committee opted not to go forward with either version at this time but asked that a version that simply includes language similar to Ordinance No. 6524 with the \$50.00 gift authorization be drafted and considered at the next PCDC meeting on October 6, 2014. Attorney Heid will draft a version that includes these components.

B. Resolution No. 5104 - Pierce County Countywide Planning Policies (Chamberlain)

Planning and Design Services Manager Elizabeth Chamberlain presented Resolution No. 5104 which will ratify the amendments and authorize the Mayor to execute the interlocal agreement for the purpose of amending the Pierce County Countywide Planning Policies in accordance with the requirements of the Interlocal Cooperation Act of 1967.

Vice-Chair Wales moved and Member Trout seconded to recommend City Council to adopt Resolution No. 5104.

Motion carried unanimously. 3-0

IV. DISCUSSION ITEMS

A. ACC 10.36 Stopping, Standing and Parking - Phase 1 Update (Yao)

Planner Gary Yao presented modifications to existing code language in ACC10.36 to implement 3 hour parking throughout the downtown urban center and also to clarify the authority for establishing time restrictions in this area. The code also encompasses the entire City of Auburn. Planner Yao explained that changes to the code include adding a section designating the Mayor or designee to have the authority to establish timed parking and to remove the section of the code that currently states which geographic areas in the city have certain time restrictions. This document has been presented to Engineering Services and was accepted in it's current form. The Committee raised a question on how street parking is determined in regards to parallel and angle parking. Planner Yao stated there is existing language in the code that addresses this issue and Engineering Services is currently reviewing the code for a phase two amendment process.

Chair Holman asked that Planner Yao present copies of the Comprehensive Downtown Parking Management Plan to the new council members, Yolanda Trout and Claude DaCorsi. Chair Holman stressed that this is the baseline of how parking issues are measured in the City of Auburn.

B. Director's Report (Chamberlain)

Planning and Design Services Manager Elizabeth Chamberlain updated the Committee on the open Senior Planner position and that interviews are currently being held. Director Kevin Snyder mentioned that this is not a new position, but one that has been vacated and is being filled along with the Urban Design Planner position. Director Snyder explained that these are not new positions and there is no impact to the budget concerning the hiring for these positions.

Manager Chamberlain informed the Committee of the Fenster Planting event which will take place on October 11, 2014. She also mentioned that the City of Auburn has had a number of inquiries regarding establishing businesses related to marijuana since the I-502 Ordinance became effective September 10, 2104.

C. PCDC Status Matrix (Chamberlain)

There were no changes recommended by the Committee to the PCDC Status matrix.

V. ADJOURNMENT

There being no further business to come before the Planning and Community Development Committee, the meeting was adjourned at 5:43 p.m.

Approved this _____ day of _____, 2014.

John Holman, Chair

Sue Van Slyke, Office Assistant



AGENDA BILL APPROVAL FORM

Agenda Subject:

September 15, 2014 Minutes

Date:

September 29, 2014

Department:

Public Works

Attachments:

[Draft Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

See attached draft minutes.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff:

Meeting Date: October 6, 2014

Item Number: PW.1



**Public Works Committee
September 15, 2014 - 3:30 PM
Annex Conference Room 2
MINUTES**

I. CALL TO ORDER

Chairman Wayne Osborne called the meeting to order at 3:30 p.m. in Conference Room #2, located on the second floor of Auburn City Hall, One East Main Street, Auburn, Washington.

A. Roll Call

Chairman Wayne Osborne, Vice-Chair Bill Peloza, and Member Claude DaCorsi were present. Also present during the meeting were: Community Development & Public Works Director Kevin Snyder, Assistant Director of Engineering/City Engineer Ingrid Gaub, Assistant City Engineer Jacob Sweeting, Capital Projects Manager Ryan Vondrak, Acting Utilities Engineer Susan Fenhaus, Engineering Aide Amber Mund, Project Engineer Kim Truong, Project Engineer Seth Wickstrom, Project Engineer Luis Barba, Street Systems Engineer Jai Carter, Planning & Design Services Manager Elizabeth Chamberlain and Public Works Secretary Molly Mendez.

Members of the public in attendance included: Eric Clayton, Sean Senescall and Chris McMeen.

B. Announcements

There were no announcements.

C. Agenda Modifications

There were two agenda modifications which replaced the existing packet materials for Action Item D, Public Works Project No. CP1322 and Action Item E, Public Works Project No. CP1208.

II. CONSENT AGENDA

A. Approval of Minutes

Public Works Committee to approve the minutes of the September 2, 2014 Public Works Committee meeting

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve the Public Works Committee Meeting minutes for date, September 2, 2014.

Motion carried 3-0.

III. ACTION

- A. Ordinance No. 6513 (Mund)
An Ordinance of the City Council of the City of Auburn, Washington, granting to Electric Lightwave, LLC, a wholly owned subsidiary of Integra Telecom Holdings, Inc, a Delaware Corporation, a franchise for telecommunications type of utility

Engineering Aide Mund explained Ordinance No. 6513 is a franchise agreement for Electric Lightwave LLC. Mund mentioned the public hearing for this ordinance was held two weeks ago at the City Council meeting.

There were no questions from the Committee.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee introduce and adopt Ordinance No. 6513 for Franchise Agreement No. 13-28 for Electric Lightwave LLC.

Motion carried 3-0.

- B. Resolution No. 5100 (Carter)
A Resolution of the City Council of the City of Auburn, Washington, Authorizing the Mayor to Award and Execute a Construction Contract with the Lowest Responsible Bidder for Construction of Community Development and Public Works Contract Number 14-22 for Project CP1410, 2014 Arterial and Collector Crack Seal Project

Street Systems Engineer Carter stated Resolution No. 5100 authorizes the Mayor to award and execute a construction contract with the lowest responsible bidder for construction of public works contract number 14-11 for Project CP1410, 2014 Arterial and Collector Crack Seal Project. The bid opening is scheduled for September 16, 2014. Allowing the Mayor to award the contract will save approximately three weeks which will allow this project to be completed this year as the work is weather dependent.

There were no questions from the Committee.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee adopt Resolution No. 5100.

Motion carried 3-0.

- C. Public Works Project No. CP1409 (Wickstrom)
Grant permission to initiate Project No. CP1409, Oravetz PI SE Flooding Mitigation

Project Engineer Wickstrom explained staff is seeking permission to initiate Project No. CP1409, Oravetz Place SE Flooding Mitigation. The purpose of the project is to mitigate flooding problems occurring near the Danner Corporation property located at 307 Oravetz Place SE. The work will consist of installing approximately 500 feet of a new storm drainage line across the City's property currently being used by the Auburn Valley Humane Society (4910 A Street SE) and connecting into the existing storm drainage system on A Street SE. Construction of this project is anticipated to start November 2014.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee grant permission to initiate Project No. CP1409, Oravetz Place SE Flooding Mitigation.

Motion carried 3-0.

- D. Public Works Project No. CP1322 (Barba)
Approve Award of Contract No. 14-16, to the Lowest Responsible Bidder for Project No. CP1322, Annual Traffic Signal Improvements

Assistant Director of Engineering/City Engineer Gaub advised the Committee of the Agenda Modification which replaces the existing packet materials for Action Item D, Public Works Project No. CP1322.

Project Engineer Barba stated staff is seeking approval to award Contract 14-16 to American Electrical Services on their low bid for Project No. CP1322, Annual Traffic Signal Improvements.

Chairman Osborne noted that the bid came in 7% below the Engineers Estimate.

There were no questions from the Committee.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve award of Contract No. 14-16, to American Electrical Services on their low bid of \$132,711.00 for Project No. CP1322, Annual Traffic Signal Improvements.

Motion carried 3-0.

- E. Public Works Project No. CP1208 (Truong)
Approve Award of Contract No. 14-10, to the Lowest Responsible Bidder for Project No. CP1208, Sewer Pump Station Improvements

Assistant Director of Engineering/City Engineer Gaub advised the Committee of the Agenda Modification which replaces the existing packet materials for Action Item E, Public Works Project No. CP1208.

Project Engineer Truong explained staff is seeking approval to award Contract No. 14-10 to R.L. Alia Company on their low bid for Project No. CP1208, Sewer Pump Station Improvements.

There was a group discussion regarding the budget of this project following a question asked by Chairman Osborne.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee approve award of Contract No. 14-10, to R.L. Alia Company on their low bid of \$994,822.00 plus Washington State sales tax of \$94,452.09 for a total contract price of \$1,089,274.09 for Project No. CP1208, Sewer Pump Station Improvements.

Motion carried 3-0.

- F. Public Works Consultant Agreement No. AG-C-453 (Fenhaus) Grant permission to enter into Consultant Agreement No. AG-C-453 with FCS Group for preparation of the Financial Chapters in the Water, Sewer, and Storm Water Comprehensive Plans

Acting Utility Engineer Fenhaus explained this agreement will allow FCS Group to prepare the Financial Chapters in the water, sewer and storm drainage Comprehensive Plans.

There were no questions from the Committee.

It was moved by Vice-Chair Peloza, seconded by Member DaCorsi, that the Committee grant permission to enter into Consultant Agreement No. AG-C-453 with FCS Group for preparation of the Financial Chapters in the Water, Sewer, and Storm Water Comprehensive Plans.

Motion carried, 3-0.

IV. DISCUSSION ITEMS

- A. ACC 10.36 Stopping, Standing and Parking – Phase 1 Update (Yao)
Discussion of removing code-specified restricted (timed) parking zones and loading zones and adding code clarifying administrative authority to establish parking restrictions to implement 3-hour timed parking and improve parking policy transparency per the Comprehensive Downtown Parking Management Plan (CDPMP) adopted by Resolution 5031.

For the purpose of these minutes, this item was discussed after Discussion Item B.

Planning & Design Services Manager Chamberlain provided a brief background summary of ACC 10.36 Stopping, Standing and Parking – Phase 1.

Following a question asked by Chairman Osborne, Planning & Design Services Manager Chamberlain spoke regarding the authority to designate parking restrictions on page 61 of the packet. This was followed by a group discussion.

There was a group conversation regarding the timed parking zones specifications and locations.

B. Tacoma Water Agreement (Fenhaus)

For the purpose of these minutes, this item was discussed prior to Discussion Item A.

Acting Utility Engineer Fenhaus brought two guests to the table and introduced Chris McMeen and Sean Senescall who are representing the Tacoma Water Utility.

Acting Utility Engineer Fenhaus provided a brief background summary of the various Tacoma and Cascade Agreements that are in place and the proposed Tacoma Water Agreement.

There was a short group discussion.

Assistant Director of Engineering/City Engineer Gaub responded to a question asked by Vice-Chair Peloza regarding a termination clause and that it is not necessary for this agreement as the City can choose not to take any water and will not incur costs. Community Development and Public Works Director Snyder also noted that this agreement has been reviewed by Risk Management and the City Attorney.

Mr. McMeen explained how the 5.12 MGD and 4.92 MGD for peak-period were calculated on page 139 of the packet following a question asked by Vice-Chair Peloza.

In response to a question asked by Vice-Chair Peloza, Mr. McMeen explained requirements that Tacoma has in scheduling the amount of water they plan to take and how the timing of the scheduling on page 143 of the packet relates to that.

C. Capital Project Status Report (Sweeting)

Item 7 – CP1122 – 30th Street NE Storm Improvements:
Assistant City Engineer Sweeting mentioned bids opened for this project on September 2nd and were significantly higher than

anticipated. Therefore, staff is preparing a recommendation to reject all bids and re-advertise the project in the spring of 2015.

Item 16 – CP1402 – 2014 Citywide Pavement Patching and Overlay Project:

Assistant City Engineer Sweeting provided the Committee with an updated status of the project and stated bidding is projected to go out in December 2014 or January 2015.

Item 18 – CP1109 – 2011 Storm Pipeline Repair and Replacement, Phase 2:

Assistant City Engineer Sweeting noted the advertisement of this project has been withheld until January 2015 in order to try and get into the more favorable bidding and construction season.

Item 20 – CP1119 – Auburn Way South Corridor Improvements – Fir St. SE to Hemlock St. SE:

Assistant City Engineer Sweeting indicated he has reached out to the FAA and left a phone message explaining what the current status was and is waiting to hear back. This was done per the request of Chairman Osborne to make contact with the FAA.

D. Significant Infrastructure Projects by Others - Public Works Status Report (Gaub)

Item 3 – 124th Ave SE Half Street Road Improvements:

Assistant Director of Engineering/City Engineer Gaub confirmed this project is nearing completion following a question asked by Chairman Osborne.

E. Action Tracking Matrix (Gaub)

Chairman Osborne requested to add the wash boarding area on 105th Place SE at 107th to the Matrix. Staff will review the current plans and consult with the Mayor and then report back to the Committee.

V. **ADJOURNMENT**

There being no further business to come before the Public Works Committee, the meeting was adjourned at 4:22 p.m.

Approved this 6th day of October, 2014.

Wayne Osborne
Chairman

Molly Mendez
Public Works Department Secretary



AGENDA BILL APPROVAL FORM

Agenda Subject:

September 15, 2014 Minutes

Date:

September 30, 2014

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Councilmember: Wales

Staff:

Meeting Date: October 6, 2014

Item Number: FN.1



**Finance Committee
September 15, 2014 - 5:00 PM
Annex Conference Room 1
MINUTES**

I. CALL TO ORDER

Chair Largo Wales called the meeting to order at 5:00 p.m. in Annex Conference Room 1 located on the second floor of the City Hall Annex at 1 East Main Street in Auburn.

A. Roll Call

Chair Wales, Vice Chair John Holman, and Member Yolanda Trout were present.

Officials and staff members present included: Finance Director Shelley Coleman, Assistant City Attorney Doug Ruth, Community Development and Public Works Director Kevin Snyder, Water Utility Engineer Susan Fenhaus, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Street Systems Engineer Jai Carter, and City Clerk Danielle Daskam.

B. Announcements

There was no announcement.

C. Agenda Modifications

There was no change to the agenda.

II. CONSENT AGENDA

A. Minutes of the September 2, 2014 Regular Meeting

Vice Chair Holman moved and Member Trout seconded to approve the September 2, 2014 minutes.

MOTION CARRIED UNANIMOUSLY. 3-0

B. Claim Vouchers (Coleman)

Claims voucher numbers 430385 through 430559 in the amount of \$3,550,727.11 and three wire transfers in the amount of \$708,217.47 and dated September 15, 2014.

Committee members reviewed the claims and payroll vouchers and briefly discussed wire transfer number 196 payable to US Army Corps Engineers related to Mill Creek Wetland Restoration Project.

Vice Chair Holman moved and Member Trout seconded to approve the

claims and payroll vouchers.

MOTION CARRIED UNANIMOUSLY. 3-0

- C. Payroll Vouchers (Coleman)
Payroll check numbers 534951 through 534981 in the amount of \$833,860.67 and electronic deposit transmissions in the amount of \$1,280,862.61 for a grand total of \$2,114,723.28 for the period covering August 28, 2014 to September 10, 2014.

See claims vouchers above for approval of payroll vouchers.

III. DISCUSSION ITEMS

- A. Resolution No. 5100 (Carter)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to award and execute a construction contract with the lowest responsible bidder for construction of Community Development and Public Works Contract Number 14-22 for Project CP1410, 2014 Arterial and Collector Crack Seal Project

Street Systems Engineer Jai Carter presented Resolution No. 5100. Resolution No. 5100 would authorize the Mayor to award and execute a construction contract with the lowest responsible bidder for construction of Public Works Contract No. 14-11 for Project CP1410, 2014 Arterial and Collector Crack Seal project. The bid opening is scheduled for September 16, 2014. Allowing the Mayor to award the contract will ensure the project proceeds as soon as possible and be completed this year as the work is weather dependent.

The 2014 Arterial and Collector Crack Seal Project includes the approximately 9.5 lane miles of arterial and collector roadways that will be crack sealed.

Engineer Carter estimated bids may range from \$68,000.00 to \$88,000.00.

- B. Auburn Way South and M Street SE Intersection Improvements

In response to questions from Committee members, Assistant Director of Engineering Services/City Engineer Ingrid Gaub provided a brief update on Public Works Project CP1024, the Auburn Way South and M Street SE Intersection Improvements. The project will add a turn lane and eliminate the restriction of no right turn on red from Auburn Way to M Street northbound. The contractor is currently working on underground work and has encountered issues going under Auburn Way South. The project is anticipated to be complete in December 2014.

- C. Tacoma Water Agreement (Fenhaus)

Water Utility Engineer Susan Fenhaus presented information on the proposed Tacoma Water Agreement. In 2012, the City signed an

agreement with Tacoma Water for wholesale water service up to 1.0 million gallons per day (MGD) average annual daily water use. The City is currently taking this quantity of water from the B Street NW Intertie.

In 2013, the City signed an agreement with Cascade Water Alliance to purchase 2.5 MGD of Tacoma water. This would be accomplished by paying Cascade Water Alliance the system development charges Cascade Water previously paid to Tacoma.

The proposed agreement combines both existing agreements into one for a total of 3.5 MGD wholesale water service.

The proposed agreement will be presented to the full Council at a future date.

IV. ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 5:16 p.m.

APPROVED this _____ day of October, 2014.

LARGO WALES, CHAIR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the September 15, 2014 Regular Council Meeting

Date:

September 30, 2014

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

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

Meeting Date: October 6, 2014

Staff:

Item Number: CA.A



**City Council Meeting
September 15, 2014 - 7:30 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

A. Flag Salute

Mayor Nancy Backus called the meeting to order at 7:30 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

City Councilmembers present: Bill Peloza, Largo Wales, Wayne Osborne, John Holman, Claude DaCorsi, and Yolanda Trout. Deputy Mayor Wagner was excused.

Department Directors and staff members present included: Police Chief Bob Lee, City Attorney Daniel B. Heid, Finance Director Shelley Coleman, Community Development and Public Works Director Kevin Snyder, Planning and Design Services Manager Elizabeth Chamberlain, Public Affairs and Marketing Liaison Dana Hinman, Economic Development Manager Doug Lein, Director of Administration Michael Hursh, and City Clerk Danielle Daskam.

C. Announcements, Appointments, and Presentations

There was no announcement or presentation.

D. Agenda Modifications

Revised documents related to Consent Agenda Items IV.D and IV.E, Public Works Project Numbers CP1208 and CP1322 were distributed prior to the meeting.

II. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. 2015-2016 Preliminary Biennial Budget (Wales/Coleman)
City Council to conduct a public hearing on the 2015-2016 Preliminary Biennial Budget

Using PowerPoint slides, Finance Director Coleman gave a brief presentation on the 2015-2016 Preliminary Biennial Budget Planning and General Fund Revenues.

Director Coleman reviewed property assessed valuation. She noted there was a 20.8% cumulative rate of decline in property valuation between 2009 and 2013. The year 2014 saw an increase in assessed value of approximately 5.5%; and 10% annual increases in property valuation are projected for 2015 and 2016.

Director Coleman reviewed the property tax levy for the years 2012, 2013 and 2014. The 2015 levy is estimated at \$16.8 million and includes funding for six additional staff members. New staff positions include a police bike officer for downtown, a Police records specialist, a major crime analyst, an IT staff member dedicated to the Police Department, a code enforcement officer, and a property analyst. Funding for the additional staff members is approximately \$600,000 annually.

Finance Director Coleman also presented information on historical assessed value and levy rates and a recap of General Fund revenues. The proposed budget includes a 2.2% average annual increase in General Fund revenues in 2015 and 2016.

Mayor Backus opened the public hearing at 7:40 p.m. No one in the audience requested to speak regarding the proposed budget, and the hearing was closed.

B. Audience Participation

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

Nick Abdelnour, representing Polygon Northwest, 116xx SE 5th Street, Bellevue

Mr. Abdelnour spoke on behalf of Polygon Northwest Company and urged Council support of Ordinance No. 6531 relating to Polygon's request for a rezone.

Elam Anderson, 3xx 23rd Street SE, Auburn

Mr. Anderson spoke regarding the proposed youth center at Les Gove Community Campus.

C. Correspondence

There was no correspondence for City Council review.

III. COUNCIL COMMITTEE REPORTS

A. Municipal Services

Chair Peloza reported the Municipal Services Committee met September 8, 2014. The Committee received an update on the transfer of the DARE program to the Auburn School District. The Committee reviewed Resolution No. 5093, which declares the DARE vehicle surplus and allows its transfer to the school district. The Committee also discussed the Auburn Municipal Airport T-hangar Enclosure project. The next regular meeting of the Municipal Services Committee is scheduled for September 22, 2014.

B. Planning & Community Development

Chair Holman reported the Planning and Community Development Committee met September 8, 2014. The Committee received a presentation from Parks, Arts and Recreation Director Faber and Park Board Chair Michael Hassen on the 2014 Board activities. The Committee also discussed the revised Pierce County Countywide Planning Policies

and "Investing in Place," which focuses on old and new amenities, beautification, and design to support economic development in the downtown area. The next regular meeting of the Planning and Community Development Committee is scheduled for September 22, 2014.

C. Public Works

Chair Osborne reported the Public Works Committee met this afternoon at 3:30. The Committee reviewed Ordinance No. 6513 granting a telecommunications franchise to Electric Lightwave LLC and Resolution No. 5100 authorizing the Mayor to award and execute a contract for Project CP1410, the 2014 Arterial and Collector Crack Seal Project. The Committee also approved initiation of Project CP1409, the Oravetz Place SE Flooding Mitigation, award of Project No. CP1322, the Annual Traffic Signal Improvements, to the lowest responsible bidder, award of Project No. CP1208, the Sewer Pump Station Improvements, to the lowest responsible bidder, and Consultant Services Agreement No. AG-C-453 with FCS Group for preparation of the financial chapters in the Water, Sewer and Stormwater Comprehensive Plans. The Committee discussed Chapter 10.36 of the City Code related to parking, the Tacoma Water Agreements, the capital project status report, significant infrastructure projects by others, the Committee action tracking matrix, and the pavement washboarding at 105th Place SE and 107th. The next regular meeting of the Public Works Committee is scheduled for October 6, 2014.

D. Finance

Chair Wales reported the Finance Committee met this evening at 5:00. The Committee reviewed claims vouchers in the amount of \$4.2 million and payroll vouchers in the amount of \$2.1 million. The Committee discussed Resolution No. 5100 authorizing the Mayor to award and execute a contract with the lowest responsible bidder for Project CP1410, the 2014 Arterial and Collector Crack Seal Project, and Tacoma Water Agreements. The next regular meeting of the Finance Committee is scheduled for October 6, 2014.

E. Les Gove Community Campus

The next meeting of the Les Gove Community Campus Committee meeting is scheduled for October 1, 2014.

F. Council Operations Committee

The next regular meeting of the Council Operations Committee is scheduled for September 22, 2014.

G. Junior City Council

Mayor Backus reported the Junior City Council met this evening. The Junior City Council discussed appointments to the Junior City Council and their anti-bullying campaign, which is proposed to be focused in elementary and middle schools.

IV. 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 2, 2014 Regular Meeting
- B. Claim Vouchers (Wales/Coleman)
Claims voucher numbers 430385 through 430559 in the amount of \$3,550,727.11 and three wire transfers in the amount of \$708,217.47 and dated September 15, 2014.
- C. Payroll Vouchers (Wales/Coleman)
Payroll check numbers 534951 through 534981 in the amount of \$833,860.67 and electronic deposit transmissions in the amount of \$1,280,862.61 for a grand total of \$2,114,723.28 for the period covering August 28, 2014 to September 10, 2014.
- D. Public Works Project No. CP1208 (Osborne/Snyder)
City Council award Contract No. 14-10, to R. L. Alia Company on their low bid of \$994,822.00 plus Washington State sales tax of \$94,452.09 for a total of \$1,089,274.09 for Project No. CP1208, Sewer Pump Station Improvements
- E. Public Works Project No. CP1322 (Osborne/Snyder)
City Council award Contract No. 14-16, to American Electrical Services on their low bid of \$132,711.00 for Project No. CP1322, Annual Traffic Signal Improvements
- F. Public Works Consultant Agreement No. AG-C-453 (Osborne/Snyder)
City Council grant permission to enter into Consultant Agreement No. AG-C-453 with FCS Group for preparation of the Financial Chapters in the Water, Sewer, and Storm Water Comprehensive Plans.

Councilmember Pelosa moved and Councilmember Wales seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

V. UNFINISHED BUSINESS

- A. Ordinance No. 6519 (Heid)
An Ordinance of the City Council of the City of Auburn, Washington, creating a new Chapter 2.92 of the Auburn City Code, providing for a Code of Ethics

Councilmember Holman moved to refer Ordinance Nos. 6519 and 6524 to the Planning and Community Development Committee and Municipal Services Committee for review. Councilmember Wales seconded.

MOTION CARRIED UNANIMOUSLY. 6-0

VI. NEW BUSINESS

There was no new business.

VII. ORDINANCES

- A. Ordinance No. 6513 (Osborne/Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, granting to Electric Lightwave, LLC, a wholly owned subsidiary of Integra Telecom Holdings, Inc., a Delaware Corporation, a franchise for telecommunications type of utility

Councilmember Osborne moved and Councilmember Pelosa seconded to introduce and adopt Ordinance No. 6513.

MOTION CARRIED UNANIMOUSLY. 6-0

- B. Ordinance No. 6531 (Holman/Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, approving the request of Polygon Northwest Company for a rezone from R-5 Residential to R-7 Residential 7 DU/ACRE to implement the Comprehensive Plan and amending the City's Zoning Maps accordingly

Councilmember Holman moved and Councilmember Wales seconded to introduce and adopt Ordinance No. 6531.

MOTION CARRIED UNANIMOUSLY. 6-0

VIII. RESOLUTIONS

- A. Resolution No. 5093 (Pelosa/Heid)
A Resolution of the City Council of the City of Auburn, Washington, declaring a certain item of property as surplus and authorizing its disposal

Councilmember Pelosa moved and Councilmember Osborne seconded to adopt Resolution No. 5093.

MOTION CARRIED UNANIMOUSLY. 6-0

- B. Resolution No. 5100 (Osborne/Snyder)
A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to award and execute a construction contract with the lowest responsible bidder for construction of Community Development and Public Works Contract Number 14-22 for Project CP1410, 2014 Arterial and Collector Crack Seal Project

Councilmember Osborne moved and Councilmember Pelosa seconded to adopt Resolution No. 5100.

MOTION CARRIED UNANIMOUSLY. 6-0

IX. 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

Councilmember Trout reported on her attendance at the Senior Center coffee hour and the Fenster Levee project and natural park tour.

Councilmember Osborne reported on his attendance at the Regional Water Quality Committee meeting, the Valley Regional Fire Authority Board of Governance meeting, and a reception honoring Poet Laureate Dick Brugger.

Councilmember Pelosa reported on his attendance at the National League of Cities Energy, Environment and Natural Resources Steering Committee meetings held in Fort Collins, Colorado. Councilmember Pelosa also reported on his attendance at the King County Solid Waste Advisory Board

meeting, the dedication of Water Resource Inventory Area (WRIA) 9 Seahurst Park in Burien, the Wesley Homes groundbreaking, the Auburn High School dedication, the Green/Duwamish Watershed media announcement by King County Executive Constantine and Seattle Mayor Ed Murray, Poet Laureate Dick Brugger's reception, and the Fenster Levee project tour.

Councilmember Holman reported on his attendance at the Green River Community College Foundation Veterans Initiative Breakfast and the SCORE Jail Employee Appreciation and Awards Day barbecue.

Councilmember Wales commented on the lack of funding for public health services in South King County. Councilmember Wales reported on the upcoming King County Board of Health meeting, and she encouraged all to contact King County Executive Constantine's office to support health services funding in South King County.

Councilmember DaCorsi reported he attended many of the events already reported by Councilmembers.

B. From the Mayor

Mayor Backus conveyed a belated happy birthday to Councilmember Trout, who celebrated her birthday on September 9, and a happy birthday to Councilmember Osborne, who will celebrate his birthday on September 29th. Mayor Backus reported on her attendance at a tour of the U-line facility in Auburn; the monthly City and Auburn Area Chamber of Commerce meeting where discussion included retail marijuana locations in the city, 2015-2016 budget processes, strategies for improving exterior appearances; the City's planning for a summit of downtown businesses on Main and in the Downtown Urban Center; the Fenster Levee project tour; the Lowes' employee celebration at the Auburn store; a groundbreaking for the new health center at Wesley Homes; a reception honoring Poet Laureate Dick Brugger; a Regional Transportation Summit; and the Hops & Crops event at Mary Olson Farm.

X. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:29 p.m.

APPROVED this _____ day of October, 2014.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the August 8, 2014 Special Council Meeting

Date:

September 15, 2014

Department:

Administration

Attachments:

[8-2-2014 Special Meeting Minutes](#)

Budget Impact:

\$0

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

Meeting Date: October 6, 2014

Item Number: CA.B



**Special City Council Meeting
August 12, 2014 - 2:00 PM**

MINUTES

I. CALL TO ORDER

Mayor Nancy Backus called the special meeting to order at 2:00 p.m.

Councilmembers in attendance included: Deputy Mayor Rich Wagner, Wayne Osborne, Claude DaCorsi, Largo Wales, Yolanda Trout, Bill Pelosa.

Councilmember Holman was excused.

Department directors and staff members present included: Police Chief Bob Lee, City Attorney Dan Heid, Community Development and Public Works Director Kevin Snyder, Human Resources and Risk Management Director Rob Roscoe, Administrative Services Director Michael Hursh, Parks, Arts and Recreation Director Daryl Faber, Permits and Administration Manager Darcie Hanson, Planning and Design Services Manager Elizabeth Chamberlain, Assistant Director of Public Works Services Randy Bailey, Innovation and Technology Customer Support Manager Reba Stowe, Innovation and Technology Secretary Melissa Medisch, Assistant Police Chief Bill Pierson, Environmental Services Manager Chris Andersen, Public Affairs and Marketing Liaison Dana Hinman, Financial Planning Manager Bob Brooks, Financial Analyst Tamara Baker and Deputy City Clerk Shawn Campbell.

II. DISCUSSION ITEMS

A. 2015 - 2016 General Fund Preliminary Budget Review

Mayor Backus stated she wants an understandable and transparent budget. The department directors have worked together to have a understanding of the entire budget, not only their own department's budget.

Councilmember Osborne noted one of his top priorities is economic development, he would like to see more emphasis on economic development. Mayor Backus stated the administration has added economic development into the priorities throughout the City. Councilmember Wales asked for the Directors to highlight where the economic development aspects have been added to their budget. She also requested the Directors highlight the areas they have made cuts or streamlined processes.

Director Coleman noted when preparing the budget, the Finance Department estimated the expected revenue and the costs of raising health care and pension contributions. The plan for the budget is to continue existing services, support the City workforce, conservative financial planning and end 2016 with a reserve balance. Director Coleman explained by the end of 2016, the City anticipates having \$2.7 million in banked capacity for property tax revenue.

Councilmembers asked about healthcare cost to employees and the accumulative reserve fund.

Director Hursh presented Council with the Council and Mayor's budget. He reviewed the departmental organizational chart and the department overview from the budget.

Council discussed the Junior City Council, Study Sessions, developing a better working relationship with the Muckleshoot Tribe, continuing to develop the Auburn Municipal Airport, economic development, Amtrak kiosks, organization dues for staff, Council retreats, National League of Cities, facility allocation costs to each department, lobbyist consultants and travel expenses for Mayor and staff.

Director Hursh presented Council with the Administration Department budget.

Council discussed Community Services, Sister Cities, emergency housing, emergency management, Economic Development, the Innovation Partnership Zone (IPZ), Community Block Grant Funding and Human Services.

Mayor Backus explained to Council the Administration has spread economic development throughout all of the City departments. Each department has staff with specialized expertise. Using the expertise of the staff throughout the City gives citizens, developers and investors better customer service and quicker results ensuring the City will be successful with economic development regardless of the current economic state. Council shared concerns about ensuring enough emphasis is placed on economic development.

Director Hursh presented Council with the Emergency Management budget.

Council discussed Emergency Management supplies.

Director Hursh presented Council with the budget for the 119 Fund that includes the Community Development Block Grant. He reviewed the objectives and accomplishments for the fund.

Council discussed the services and needs in the community that are funded through this fund, transitional housing, small business assistance center and medical and dental care.

Director Hursh presented Council with the Facilities budget. He reviewed the accomplishments and objectives of the Facilities Department.

Council discussed the need for a facilities and property analyst, property purchases, and the facility maintenance schedule.

Director Hursh presented the Multi media budget. He reviewed the accomplishments and objectives presented in the budget.

B. 2015 - 2016 Other Funds Preliminary Budget Review

See 2015 - 2016 General Fund Preliminary Budget Review above.

III. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 4:28 p.m.

APPROVED this _____ day of October, 2014.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the August 18, 2014 Special Council Meeting

Date:

September 24, 2014

Department:

Administration

Attachments:

[8-18-2014 special meeting minutes](#)

Budget Impact:

\$0

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

Meeting Date: October 6, 2014

Item Number: CA.C



**Special City Council Meeting
August 18, 2014 - 6:45 PM
Auburn City Hall
MINUTES**

I. CALL TO ORDER

Mayor Nancy Backus called the special meeting to order at 6:45 p.m.

Councilmembers in attendance included: Deputy Mayor Rich Wagner, Wayne Osborne, Claude DaCorsi, Largo Wales, John Holman, Yolanda Trout and Bill Pelozza.

Department directors and staff members present included: Police Commander Mark Cailler, City Attorney Dan Heid, Community Development and Public Works Director Kevin Snyder, Human Resources and Risk Management Director Rob Roscoe, Director of Administration Michael Hursh, Parks, Arts and Recreation Director Daryl Faber, Innovation and Technology Customer Support Manager Reba Stowe, and Deputy City Clerk Shawn Campbell.

II. DISCUSSION ITEMS

A. Special Presentation for Proposed Youth and Teen Center/Community Center Concept (Snyder)

Directors Snyder and Faber presented the proposed Youth and Teen Community Center concept. Staff has been looking at alternatives to the community center proposal that Council voted against earlier this year. The current proposal includes expanding the Parks buildings at the north end of the Les Gove Community Campus to incorporate a youth and teen center, a senior fitness center, and additional meeting space. Additional parking would have to be added as part of the project.

Director Snyder presented a proposed schedule for the project. The City's goal is to have construction start by September 2015 and opening the facility by June 2016. Staff plans to use the Junior City Council and the Auburn Youth Council to help get feedback from youth in the community.

Deputy Mayor Wagner asked if the City would be able to get an extension on the grant funds awarded from the State of Washington. Director Snyder stated if Council is supportive staff will make a formal request to extend the grant deadline. Councilmember Wales asked about the budget for operation costs. Director Faber said the Council would see the operational costs in a mid budget correction if the

project moves forward. The funding sources previously identified for the project will still be available. Councilmember Holman stated he likes the youth and teen center concept. He stated the City could look for grants focusing on gang prevention, tutoring and operations. Council asked if the facility would be self supporting. Director Faber explained even with fees for events and activities the facility will still need to be supported from the General Fund.

Director Snyder stated the City would have an architectural firm create a more accurate concept drawing. Councilmember DaCorsi requested updated information at each step of the process. Councilmember Wales requested the City work with the school district to involve them in the process.

Council asked questions regarding the bidding process and selecting an architectural firm that has experience with youth centers.

III. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:12 p.m.

APPROVED this _____ day of October, 2014.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the August 26, 2014 Special Council Meeting

Date:

September 24, 2014

Department:

Administration

Attachments:

[8-26-2014 minutes](#)

Budget Impact:

\$0

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

Meeting Date: October 6, 2014

Item Number: CA.D



**Special City Council Meeting
August 26, 2014 - 2:00 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

Mayor Nancy Backus called the special meeting to order at 2:00 p.m.

Councilmembers in attendance included: Deputy Mayor Rich Wagner, Wayne Osborne, Claude DaCorsi, John Holman, Largo Wales and Bill Peloza.

Councilmember Trout was excused.

Department directors and staff members present included: Police Chief Bob Lee, City Attorney Dan Heid, Human Resources and Risk Management Director Rob Roscoe, Director of Administration Michael Hursh, Parks, Arts and Recreation Director Daryl Faber, Community Development and Public Works Director Kevin Snyder, Development Services Manager Jeff Tate, Permits and Administration Manager Darcie Hanson, Planning and Design Services Manager Elizabeth Chamberlain, Transportation Manager Pablo Para, Assistant Director of Public Works Services Randy Bailey, Innovation and Technology Director Ron Tiedeman, Innovation and Technology Operations Manager Ashley Riggs, Innovation and Technology Customer Support Manager Reba Stowe, Finance Director Shelley Coleman, Financial Planning Manager Bob Brooks, Financial Analyst Tamara Baker and Deputy City Clerk Shawn Campbell.

II. DISCUSSION ITEMS

A. 2015 - 2016 Biennial Budget Review

Budget documents can be viewed from the August 12, 2014 Special City Council Meeting Agenda.

Director Roscoe presented the Human Resources, Risk and Property Management budget. He shared the department organizational chart and the 2013 - 2014 accomplishments. He also presented the 2015 - 2016 department goals, objectives and performance measures.

Council discussed the City's self-insured worker comp program, the 2% reduction in health insurance premiums the City earned by becoming a Well City through Association of Washington Cities, personal development for staff, employee participation the leadership institute, training for City staff, the tuition reimbursement program, recruitment programs, employee benefits,

work schedules, participation in the National League of Cities prescription drug program, the light duty return to work program for the Police Department, a safety officer, the overall cost for step increases and negotiated raises for employees, costs to the City for the public defender contract and King County District Court, King County District Court performance measures, the electronic home monitoring system, and the City's deductible for insurances losses and insurance claims.

Director Coleman introduced the Finance Department Budget. She reviewed the funds the department oversees, the staff organizational chart and performance measures.

The Council asked about the Finance Department staffing levels, repayment of a library bond, Traffic and School Impact Fees, Parks Mitigation fees, phase 2 of the City Hall remodel and future phases, additional funding for parks, sidewalk repair, the availability of grant funds, walkable city planning, REET 1 and REET 2 funds and their limitations, working with the school district and placing cameras in school zones, traffic signal improvements, costs of replacement of traffic signal equipment, updating the storefronts of businesses on Main Street, customer service satisfaction for waste management, enclosing one T hanger at the Auburn Municipal Airport, LEOFF 1 members, benefits and premiums, the firefighters pension fund, fees paid for bank card transactions, dues for associations and increases to the fees paid to the Auburn Valley Humane Society.

City Attorney Heid presented the Legal Department Budget. He reviewed the department organizational chart.

Council asked about staffing levels in the Legal Department, legal assistance to the public to interpret the City Code, contracting legal services with neighboring jurisdictions and public records requests.

III. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 4:17 p.m.

APPROVED this _____ day of October, 2014.

NANCY BACKUS, MAYOR

Shawn Campbell, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

October 1, 2014

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve claims vouchers.

Background Summary:

Claims voucher numbers 430560 through 430756 in the amount of \$2,156,038.19 and three wire transfers in the amount of \$2,060.11 and dated October 6, 2014.

Reviewed by Council Committees:

Finance

Councilmember: Wales

Staff: Coleman

Meeting Date: October 6, 2014

Item Number: CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

October 1, 2014

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve the payroll vouchers.

Background Summary:

Payroll check numbers 534983 through 535021 in the amount of \$276,267.20 and electronic deposit transmissions in the amount of \$1,315,814.89 for a grand total of \$1,592,082.09 for the period covering September 11, 2014 to October 1, 2014.

Reviewed by Council Committees:

Finance

Councilmember: Wales

Staff: Coleman

Meeting Date: October 6, 2014

Item Number: CA.F



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1122

Date:

September 30, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Bid Tab](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council reject all bids to Contract No. 14-08 for Project No. CP1122, 30th Street NE Area Flooding Phase 1.

Background Summary:

The purpose of this project is to design and construct a new 42-inch storm line from the northwest corner of the airport property to the existing Brannan Park Pump Station. The pipe will replace the existing 30-inch storm pipe generally located along 30th Street NE and the northerly boundary of Brannan Park. The project will relieve street flooding that results from the limited capacity of the existing 30-inch line to convey the storm water to its current Brannan Park Pump Station discharge point. The project also includes street preservation improvements along 30th Street NE as part of the Arterial Preservation Program.

Bids were opened on September 4, 2014, seven bids were received with the bid range of \$4,872,457.62 to \$6,711,772.92 (tax included). The lowest responsive bid was approximately 12% (\$874,712.24) above the Engineers Estimate, which exceeds the available funds for this project. Therefore, City Staff recommends rejecting all bids in the best interest of the City and re-advertise the project in the Spring of 2015. It is anticipated that a Spring advertisement will provide for a more favorable bidding and construction season.

The total Storm Fund budget for this project is \$4,400,702.00. If this contract was to be awarded, it would require a budget adjustment of approximately \$872,458.00.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff:

Snyder

Meeting Date: October 6, 2014

Item Number: CA.G

BUDGET STATUS SHEET

Project No: CP1122	Project Title: 30th Street NE Area Flooding - PHASE 1
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Project Manager: Kim Truong

Initiation Date: 1/7/13

Advertisement Date: 6/16/14

Award Date: _____

- ☐ Consultant Agreement

☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Budget Update

Date: 09/23/14

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2012	2013	2014	2015	Total
432 Fund - Storm (Public Works Trust Fund)				4,100,000	10,000	4,110,000
432 Fund - Storm	49	12,362	278,291			290,702
102 Arterial Street Fund				250,000		250,000
Total	49	12,362	278,291	4,350,000	10,000	4,650,702

Estimated Cost (Funds Needed)

Activity	Prior Years	2012	2013	2014	2015	Total
Design Engineering - City Costs	49	12,362	26608	30,000		69,020
Design Engineering - Consultant			251370	80,000		331,370
Permits			312			312
Construction Estimate				4,872,458		4,872,458
Project Contingency				150,000		150,000
Construction Engineering - Consultant				30,000		30,000
Construction Engineering - City Costs				60,000	10,000	70,000
Total	49	12,362	278,291	5,222,458	10,000	5,523,160

432 Storm Budget Status

	Prior Years	2012	2013	2014	2015	Total
*432 Funds Budgeted ()	(49)	(12,362)	(278,291)	(4,100,000)	(10,000)	(4,400,702)
432 Funds Needed	49	12,362	278,291	4,972,458	10,000	5,273,160
*432 Fund Project Contingency ()	0	0	(0)	0	0	0
432 Funds Required	0	0	0	872,458	0	872,458

102 Arterial Street Budget Status

	Prior Years	2012	2013	2014		Total
*102 Funds Budgeted ()	0	0	0	(250,000)		(250,000)
102 Funds Needed	0	0	0	250,000		250,000
*102 Fund Project Contingency ()	0	0	0	0		0
102 Funds Required	0	0	0	0		0

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

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP1122, 30th Street NE Area Flooding-Phase 1, Contract 14-08
Prepared by: City of Auburn
Bid Date: 9/4/14

ENGINEER'S ESTIMATE:	\$	3,997,745.38		
AVERAGE BASIC BID AMOUNT:	\$	5,304,702.33		
BASIC BID SPREAD AMOUNT:	\$	1,672,003.25	Basic BID Amount	Spread \$

LOW BIDDER:	Road Construction NW	\$	4,485,316.75	\$487,571.37	12.20%
Second Bidder:	Pacific Civil & Infrastructure	\$	4,569,112.00	\$571,366.62	14.29%

	Basic BID (Tax not Included)	Total BID (Tax Included)
Road Construction NW	\$ 4,485,316.75	\$ 4,872,457.62
Pacific Civil & Infrastructure	\$ 4,569,112.00	\$ 4,975,397.41
R.L. Alia Company	\$ 4,994,818.50	\$ 5,450,828.29
Rodarte Construction	\$ 5,349,818.50	\$ 5,820,842.61
Frank Colluccio Construction	\$ 5,679,395.00	\$ 6,174,577.28
James W. Fowler Company	\$ 5,897,135.55	\$ 6,427,708.77
Marshbank Construction	\$ 6,157,320.00	\$ 6,711,772.92



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1308

Date:

September 30, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Contract No. 14-04, to the Lowest Responsible Bidder for Project No. CP1308 BNSF Utility Crossings.

Background Summary:

This project will construct utility improvements required by the Burlington Northern Santa Fe Railway (BNSF) to accommodate the new BNSF 3rd rail line that will extend within Auburn's City limits from Ellingson Road to South 277th Street along the west side of the existing north-south tracks. This work must be completed by the City as BNSF is the underlying owner of the Right-of-Way. BNSF requires that all utilities are constructed in casings to protect them from train loadings and to allow maintenance and replacement without impacting rail traffic. Several City utilities that cross the rail alignment were constructed prior to the implementation of BNSF's casing requirement and are not encased adequately to address the proposed 3rd rail. This project will replace these utilities in casings that meet BNSF requirements and construct the associated roadway and other surface restoration.

Because the bid opening was held on September 30, 2014. There was not adequate time for staff to compile the bid tabulation to include in the agenda packet. A revised agenda bill specifying the contractor and contract amount will be distributed to the Committee and Council at their meetings scheduled for October 6, 2014.

Updated information regarding the budget status will be presented with the revised agenda bill.

The estimated total project cost for water improvements is \$780,001.00, which is equal to the amount budgeted within the Water Fund for the project.

The estimated total project cost for sewer improvements is \$441,000.00, which is equal to the amount budgeted within the Sewer Fund for the project.

A project increase of \$20,000.00 within the Storm Fund will be necessary, however it will not require a budget adjustment since it is anticipated that the budgeted expenditures in the Storm Funds will not be exceeded this year.

A project increase of \$420,000.00 within the Arterial Preservation Fund will be necessary, however it will not require a budget adjustment since it is anticipated that the budgeted expenditures in the Transportation Funds will not be exceeded this year.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: October 6, 2014

Item Number: CA.H

BUDGET STATUS SHEET

Project No: CP1308	Project Title: BNSF Utility Crossings
---------------------------	--

Project Manager: Kim Truong

Date: 9/23/14

Initiation Date: 5/13/13

Advertisement Date: 9/2/14

Award Date: _____

- ☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Budget Update

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

Funds Budgeted (Funds Available)

Funding	Prior Years	2013 (actual)	2014	Total
430 Fund - Water (Bond Proceeds)		51,357	728,644	780,001
431 Fund - Sewer		14,440	426,560	441,000
432 Fund - Storm Drainage (Bond Proceeds)		42,328	523,773	566,101
105 Fund - Arterial Preservation			0	0
Total	0	108,125	1,678,977	1,787,102

Activity	Prior Years	2013 (actual)	2014	Total
City Design	0	26,683	23,949	50,632
Consultant Design	0	85,341	137,581	222,922
Construction Contract	0	0	1,686,779	1,686,779
Authorized Contingency	0	0	181,200	181,200
BNSF Permits	0	0	44,469	44,469
Construction Engineering	0	0	45,000	45,000
Total	0	112,024	2,118,977	2,231,001

430 Water Budget Status

	Prior Years	2013 (actual)	2014	Total
*430 Funds Budgeted ()	0	(51,357)	(728,644)	(780,001)
430 Funds Needed	0	51,357	728,644	780,001
*430 Fund Project Contingency ()	0	0	(0)	(0)
430 Funds Required	0	0	0	0

431 Sewer Budget Status

	Prior Years	2013 (actual)	2014	Total
*431 Funds Budgeted ()	0	(14,440)	(426,560)	(441,000)
431 Funds Needed	0	14,440	426,560	441,000
*431 Fund Project Contingency ()	0	0	0	0
431 Funds Required	0	0	0	0

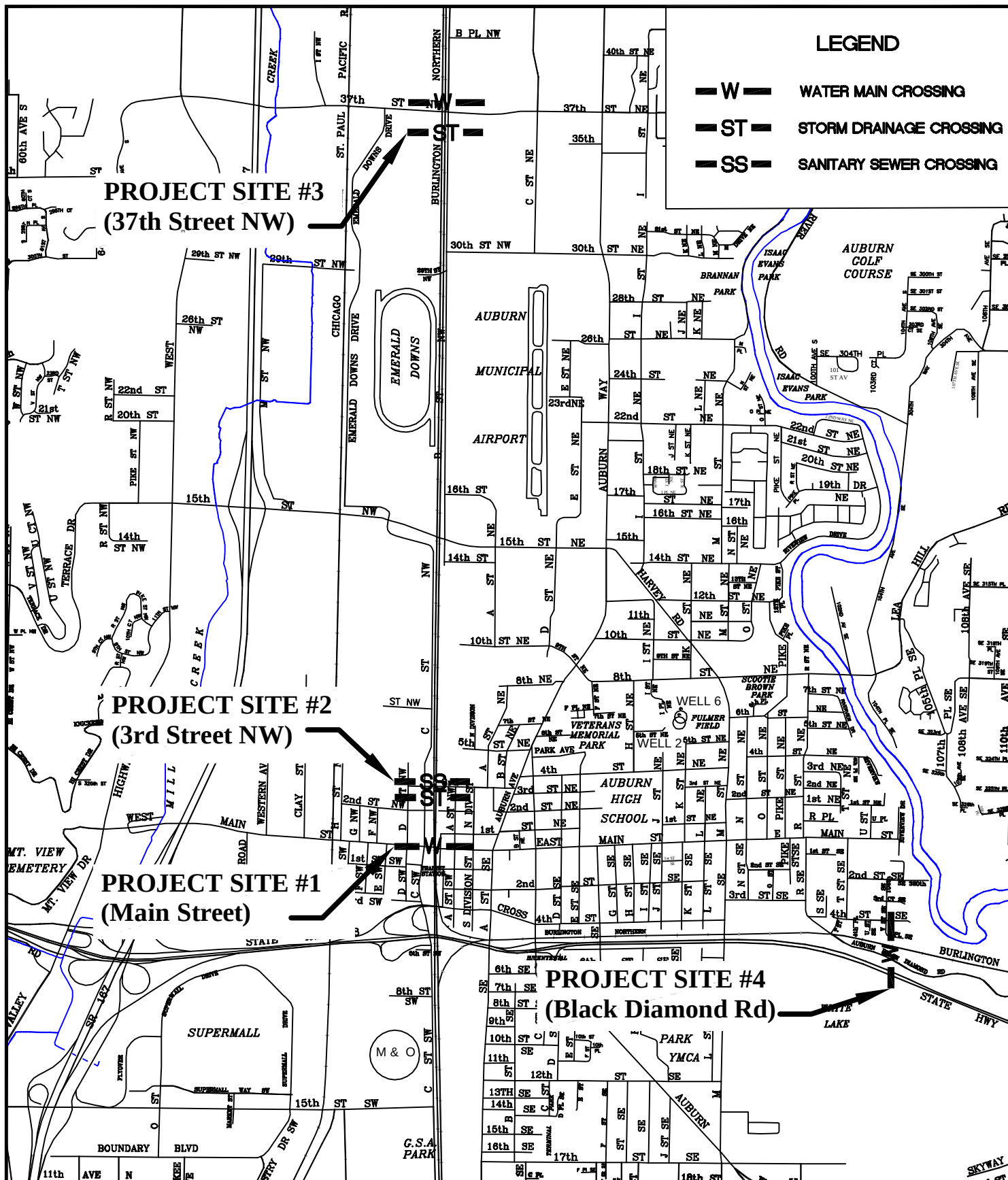
432 Storm Budget Status

	Prior Years	2013 (actual)	2014	Total
*432 Funds Budgeted ()	0	(42,328)	(523,773)	(566,101)
432 Funds Needed	0	42,328	543,773	586,101
*432 Fund Project Contingency ()	0	0	0	0
432 Funds Required	0	0	20,000	20,000

105 Arterial Preservation Budget Status

	Prior Years	2013 (actual)	2014	Total
*105 Funds Budgeted ()	0	0	0	0
105 Funds Needed	0	0	420,000	420,000
*105 Fund Project Contingency ()	0	0	0	0
105 Funds Required	0	0	420,000	420,000

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. C524A

Date:

September 30, 2014

Department:

Public Works

Attachments:

[Budget Status Sheet](#)
[SCADA Utility Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Change Order No. 4 in the amount of \$10,369.73 to Contract No. 14-05 for work on Project No. C524A SCADA Physical Site Improvements.

Background Summary:

The Physical Site Improvements construction contract is a part of the SCADA Upgrades project and is constructing security upgrades including site fencing, equipment panel shelters, gates, and other enhancements at various sewer, storm, and water facilities throughout the City.

Change Order No. 4 accounts for modifications to the planned equipment shelters at two storm pump station facilities. These modifications are needed to accommodate existing utilities that were not accounted for in the original design.

A project increase of \$9,395.00 within the 432 Storm Utility Fund will be necessary to fund the change order, however, it will not require a budget adjustment due to the deferment of other projects funded by the 432 fund.

Reviewed by Council Committees:

Public Works

Councilmember: Osborne

Staff: Snyder

Meeting Date: October 6, 2014

Item Number: CA.I

BUDGET STATUS SHEET

Project No: C524A	Project Title: SCADA System Improvements
Project Manager: Jacob Sweeting	

Initiation Date: 3/5/2007
 Advertisement Date: 3/18/2014
 Award Date: 2/22/2011(Tech Contract)

- ☐ Project Initiation

☐ Permission to Advertise Physical Imp

☐ Consultant Agreement

☒ Change Order Approval

Date: September 16, 2014

Funds Budgeted (Funds Available)

Funding	2011 (actual)	2012 (actual)	2013 (actual)	2014	Total
430 Fund - Water	657,779	1,669,604	358,616	588,790	3,274,789
431 Fund - Sewer	329,737	1,044,185	234,409	306,666	1,914,997
432 Fund - Storm	151,347	443,060	145,531	136,833	876,771
431 Fund - Emergency Sewer Repairs				20,000	20,000
Total	1,138,863	3,156,849	738,556	1,052,289	6,086,557

Estimated Cost (Funds Needed)

Activity	2011 (actual)	2012 (actual)	2013 (actual)	2014	Total
Design Engineering City	14,285	17,150	561	3,329	35,325
Technology Contract	1,107,440	3,065,875	679,219	330,602	5,183,136
Physical Site Security Construction Contract	0	0	0	518,500	518,500
Physical Site Security Contract - Change Order 1 - Emergency Repairs (Sewer)	0	0	0	15,000	15,000
Physical Site Security Contract - Change Order 2 - Additional Fence (Water)				27,469	27,469
Physical Site Security Contract - Change Order 3 - Emergency Repairs (Sewer)				5,000	5,000
Physical Site Security Contract - Change Order 4 - Shelter Modifications (Storm)				10,370	10,370
Remaining Physical Security Imp. Contingency (5%)	0	0	0	15,905	15,905
Construction Engineering	17,138	73,824	58,776	124,000	273,738
Total	1,138,863	3,156,849	738,556	992,336	6,026,604

430 Water Budget Status

	2011 (actual)	2012 (actual)	2013 (actual)	2014	Total
*430 Funds Budgeted ()	(657,779)	(1,669,604)	(358,616)	(588,790)	(3,274,789)
430 Funds Needed	657,779	1,669,604	358,616	577,408	3,263,407
*430 Fund Project Contingency ()	0	0	0	(11,382)	(11,382)
430 Funds Required	0	0	0	0	0

431 Sewer Budget Status

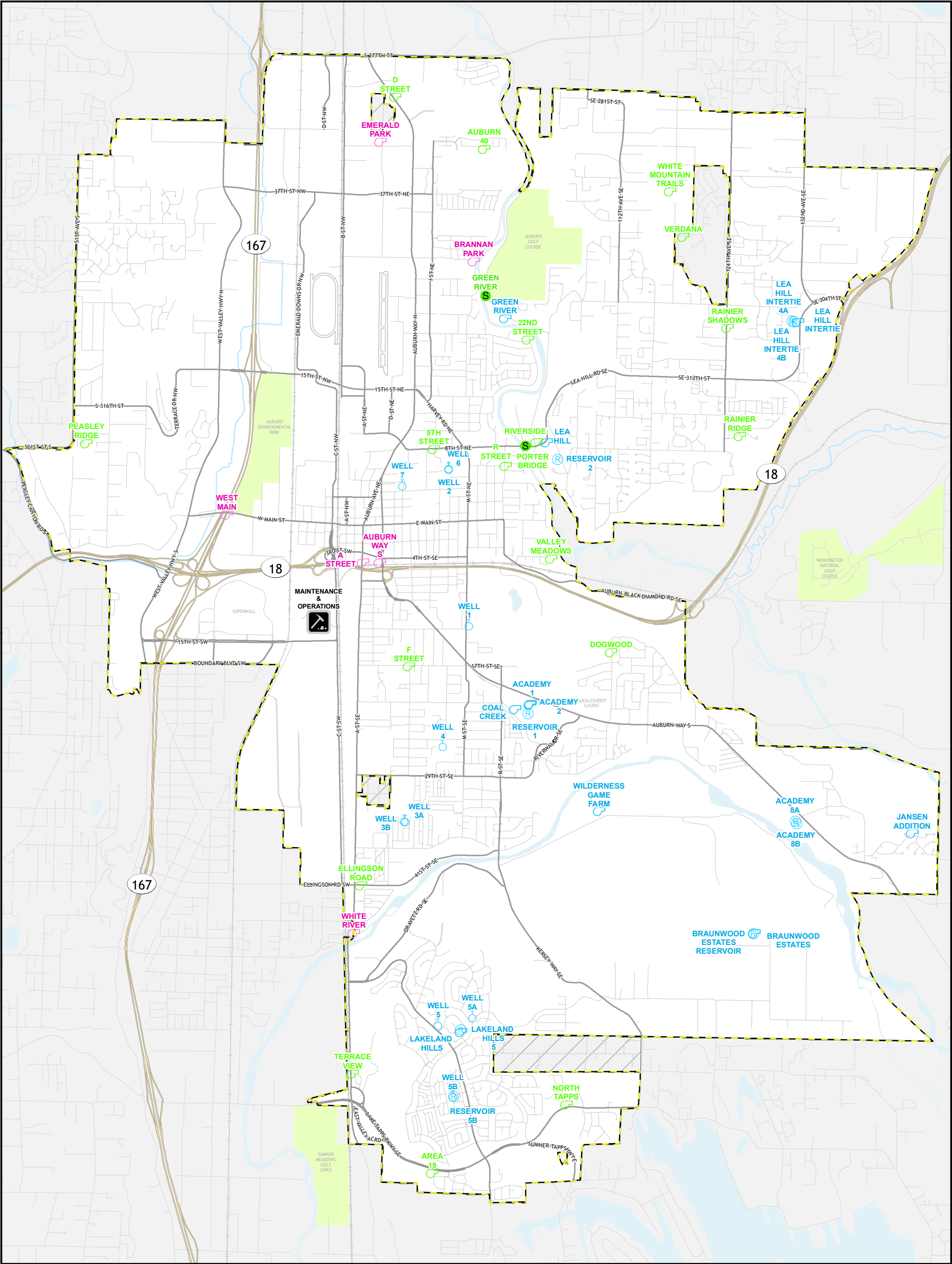
	2011 (actual)	2012 (actual)	2013 (actual)	2014	Total
*431 Funds Budgeted ()	(329,737)	(1,044,185)	(234,409)	(326,666)	(1,934,997)
431 Funds Needed	329,737	1,044,185	234,409	326,539	1,934,870
*431 Fund Project Contingency ()	0	0	0	(127)	(127)
431 Funds Required	0	0	0	0	0

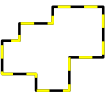
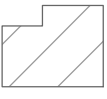
432 Storm Budget Status

	2011 (actual)	2012 (actual)	2013 (actual)	2014	Total
*432 Funds Budgeted ()	(151,347)	(443,060)	(145,531)	(136,833)	(876,771)
432 Funds Needed	151,347	443,060	145,531	146,228	886,166
*432 Fund Project Contingency ()	0	0	0	0	0
432 Funds Required	0	0	0	9,395	9,395

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

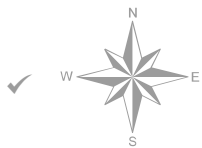
SCADA Utility Sites



-  Sewer Siphons
-  Water Pump Stations
-  Auburn City Limits
-  Sewer Pump Stations
-  Water Reservoirs
-  Storm Pump Stations
-  Water Wells
-  CA.I
-  Potential Annexation Areas



Printed On: 02/16/11
Map ID: 3681



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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Call for Public Hearing on Preliminary 2015-2016 Biennial Budget

Date:

September 22, 2014

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council to call for a public hearing to be held on November 17, 2014, to receive public comments, proposals and suggestions on the 2015-2016 Preliminary Biennial Budget.

Background Summary:

All persons interested are encouraged to participate in this public hearing by making comments, proposals, and suggestions to the City Council and Mayor to consider prior to adoption of the City of Auburn's 2015-2016 Biennial Budget.

Reviewed by Council Committees:

Councilmember: Wales

Staff:

Coleman

Meeting Date: October 6, 2014

Item Number: CA.J



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6530

Date:

September 22, 2014

Department:

Police

Attachments:

[Ordinance No. 6530](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6530.

Background Summary:**Reviewed by Council Committees:**

Municipal Services

Councilmember: Peloza

Staff: Bailey

Meeting Date: October 6, 2014

Item Number: ORD.A

ORDINANCE NO. 6 5 3 0

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF AUBURN, WASHINGTON, AMENDING CHAPTER 8.18
OF THE AUBURN CITY CODE RELATING TO
ABANDONED SHOPPING CARTS**

WHEREAS, the current provisions of the Auburn City Code provide for a mechanism whereby the City shall impound abandoned shopping carts and hold them until retrieved by the owner or disposed of in accordance with the City Code; and

WHEREAS, there are instances when it may not be necessary or productive to impound shopping carts; and

WHEREAS, it is therefore appropriate to amend the "mandatory" enforcement language regarding impoundment, yet keeping that language in the City Code as an "option" of enforcement for abandoned shopping carts.

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

Section 1. Amendment to City Code. The provisions of chapter 8.18 of the Auburn City Code be, and the same hereby are, amended to read as follows:

**Chapter 8.18
ABANDONED SHOPPING CARTS**

Sections:

- 8.18.010 Definitions.
- 8.18.020 Findings – Purpose.
- 8.18.030 Regulations.
- 8.18.040 Nuisance – Enforcement.

8.18.010 Definitions.

The definitions set forth in this section shall govern the application and interpretation of this chapter:

A. "Abandoned shopping cart" means any cart that has been removed, without written consent of the owner, from the owner's business premises and is located on either public or private property.

B. "Shopping cart" means a basket which is mounted on wheels or a similar device generally used in a retail or commercial establishment by a customer for the purpose of transporting goods of any kind.

C. "Director" means the ~~director of planning and development community development & public works director~~ for the city of Auburn, or such other director or officer designated by the mayor to administer this chapter.

D. "Owner" means any person or entity, who/which in connection with the conduct of a business, owns, leases, possesses, or makes a shopping cart available to customers or the public. For purposes of this chapter, "owner" shall also include the owner's designated agent.

E. "Premises" means the entire area owned, occupied, and/or utilized by an owner which provides shopping carts for use by customers or other persons, including any parking lot or other property provided by or on behalf of the owner for customer parking or use. (Ord. 6287 § 2, 2010; Ord. 5906 § 1, 2005.)

8.18.020 Findings – Purpose.

A. Public Nuisance. Abandoned shopping carts constitute a public nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic in the city. The accumulation of wrecked and dismantled abandoned shopping carts on public property tends to create conditions that reduce property values, and promotes blight and deterioration.

B. Intention. The intent of this chapter is to ensure that measures are taken to facilitate the retrieval of abandoned shopping carts in a manner consistent with state law.

C. Applicability. This chapter shall apply to all owners of any business establishments or other commercial services within the city of Auburn that provide shopping carts for customer use or the public. (Ord. 5906 § 1, 2005.)

8.18.030 Regulations.

A. Abandonment Prohibited. It shall be unlawful for any person to cause or permit any shopping cart to be abandoned upon any sidewalk, street or other public area, other than the premises of the owner of such shopping cart.

B. Cart Identification Required.

1. Every shopping cart owned or provided by any owner must have a sign permanently affixed to the shopping cart that contains all of the following information:

a. Identity of owner, business establishment, or both.

b. Notification to the public that the removal of the shopping cart from the premises is a violation of state law, and notification to the public of the procedure to be utilized for authorized removal of the cart from the premises.

c. The address or phone number of the owner of the business establishment for shopping cart return.

2. Any shopping cart found abandoned on public property that does not have the identification and information required by subsection B of this section, or does not have other ownership information or identification that is sufficient, in the city's determination, to allow the city to mail to the owner an invoice/notice of impoundment by certified mail, return receipt requested, may be removed from such public property and disposed of by the city in accordance with state law for disposition of abandoned property. The determination of whether there is sufficient information of ownership, where the identification requirements of subsection B of this section are not met, shall be in the sole discretion of the director. (Ord. 6046 § 1, 2006; Ord. 5906 § 1, 2005.)

8.18.040 Nuisance – Enforcement.

Abandoned shopping carts are declared to be a public nuisance. The city's enforcement rights for abandoned shopping carts are nonexclusive, and include the enforcement methods provided in this chapter and in this title of the city code, as well as any other methods for abatement of nuisances, and any other enforcement methods available under the law or in equity, including the following:

A. Civil Enforcement. Any owner who violates any provision of this chapter shall be subject to enforcement procedures for each violation in accordance with Chapter 1.25 ACC.

B. Impoundment, Retrieval and Notification.

1. As an alternative to civil enforcement or other methods of enforcement, the director may impound any abandoned shopping carts left on any public property owned by or under the control of the city, or left on any public right-of-way within the city. The director may hold impounded shopping carts shall be held at the city's maintenance and operations yard where they shall remain until retrieved by the owner or disposed of by the city as herein provided.

2. Whenever the director has impounded any abandoned shopping carts bearing the identification of ownership as required by ACC 8.18.030(B), or such other ownership information or identification that is sufficient, in the city's determination, to allow the city to mail to the owner an invoice/notice of impoundment by certified mail, return receipt requested, the director or designee shall mail an invoice/notice of impoundment by certified mail, return receipt requested, to the owner at the address shown on the shopping cart's identification label, or such address as is determined by the director to be appropriate to give reasonable notice to the owner where the identification requirements of ACC 8.18.030(B) are not met. Such invoice/notice shall advise that the impounded shopping carts may be redeemed at the city's maintenance and operations yard during the normal work day (between 8:00 a.m. and 3:00 p.m., Monday through Friday, except holidays) upon payment of the administrative impoundment fee of \$30.00 per shopping cart. The invoice/notice shall also advise the owner that if the impounded abandoned shopping carts are not retrieved within 14 days of the date of the invoice/notice, the abandoned shopping carts shall be subject to disposal by the city, and in addition to the \$30.00 administrative impoundment fee the owner shall also be obligated to pay an additional \$70.00 disposal fee, per shopping cart.

3. If the impounded abandoned shopping carts are not retrieved within 14 days of the date of the invoice/notice, the director shall be authorized to dispose of the abandoned shopping carts through whatever means or manner the director deems reasonable and appropriate. In the event of such disposal, the director is authorized to take appropriate steps to collect the \$30.00 administrative impoundment fee, as well as the additional \$70.00 disposal fee, per shopping cart. The shopping cart disposal fee shall be in addition to the administrative impoundment fee, and the administrative impoundment fee shall be due and owing regardless of whether or not the shopping carts are retrieved.

4. If an abandoned shopping cart is impounded that does not have the ownership identification information permanently affixed to it as required by ACC 8.18.030(B), or does not have other ownership information or identification that is sufficient, in the city's determination, to allow the city to mail to the owner an invoice/notice of impoundment by certified mail, return receipt requested, the director

shall be authorized to dispose of it immediately, without any notice requirements. (Ord. 6046 § 2, 2006; Ord. 5906 § 1, 2005.)

Section 2. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions 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 thereof to any person or circumstance shall 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 shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

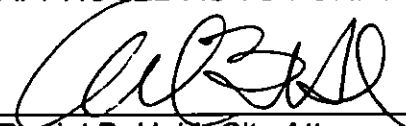
APPROVED: _____

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

PUBLISHED: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6535

Date:

September 30, 2014

Department:

Community Development
& Public Works

Attachments:

[Ordinance No. 6535](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6535.

Background Summary:

The Comprehensive Downtown Parking Management Plan (CDPMP), which was adopted by Resolution 5031 in January 2014, guides parking policy development and implementation within downtown Auburn. The CDPMP includes an action plan that specifies near-term (0-1 year), short-term (1-5 year), and long-term (5-10 year) recommendations. Implementation of 3-hour timed parking throughout the Downtown Urban Center (DUC) zone and implementation of transparent parking policies (code) that reflect parking restrictions as-signed and administrative authority for adjusting parking restrictions are identified as near-term recommendations of the CDPMP.

In order to effectively implement the above-referenced near-term recommendations, staff proposes changes to ACC 10.36 Stopping, Standing, and Parking, for which the Phase 1 update is generally as follows:

- Removing ACC 10.36.370, 10.36.380, 10.36.390, 10.36.395, 10.36.490, 10.36.500, and 10.36.515, which respectively designate 15-minute, 1-hour, 2-hour, 3-hour, commercial loading zones, passenger loading zones, and school bus loading zones at specific locations of City right-of-way (ROW).

The removal of these ACC 10.36 sections is necessary to eliminate conflict between the implementation (signing) of 3-hour timed parking throughout the DUC, with the exception of existing signed loading zone and ADA parking spaces, and the specification of various timed and loading zone parking in the DUC by these ACC 10.36 sections. In lieu of the removed ACC sections, ACC 10.36.270(A) continues to provide enforcement authority for all signed on-street parking restrictions.

In addition, the removal will allow City staff to maintain a database of restricted on-street parking that can be updated as streets are signed or resigned to meet parking needs, rather than modifying ACC 10.36 whenever on-street parking restrictions are updated.

- Modifying ACC 10.36.060 to clarify that City staff can establish parking restrictions on public ROW and municipal parking lots as needed.

ACC 10.36 currently contains conflicting code sections that alternate between authorizing the City Engineer to sign on-street parking restrictions and requiring City Council authorization to modify on-street parking restrictions.

City staff have also identified the need to modify other sections pertaining to ACC 10.36, but outside of the CDPMP's scope. Those subsequent modifications will be presented as part of a Phase 2 update to ACC 10.36.

Staff discussed the Phase 1 update of ACC 10.36 with the Public Works Committee at its September 15, 2014 regular meeting. The Committee expressed support for the proposed Phase 1 update of ACC 10.36. At the September 22, 2014 Planning and Community Development (PCDC) meeting, the Committee expressed support for the proposed amendments. Public Works Committee recommended approval of Ordinance No. 6535 at their October 6, 2014 meeting.

Reviewed by Council Committees:

Planning And Community Development, Public Works Other: Legal, Planning, Engineer, and Police

Councilmember: Osborne

Staff: Snyder

Meeting Date: October 6, 2014

Item Number: ORD.B

ORDINANCE NO. 6 5 3 5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING CHAPTER 10.36.060 AND 10.36.270 OF THE AUBURN CITY CODE AND REPEALING SECTIONS 10.36.370, 10.36.380, 10.36.390, 10.36.395, 10.36.490, 10.36.500, 10.36.515, OF THE CITY CODE RELATED TO PARKING RESTRICTIONS

WHEREAS, the City of Auburn regulates timed parking within certain areas of the City, particularly Downtown Auburn; and

WHEREAS, parking restrictions are outlined in Chapter 10.36 of the Auburn City Code; and

WHEREAS, the City Council adopted Resolution No. 5031 adopting the Comprehensive Downtown Parking Management Plan (CDPMP) for parking policy development and implementation in Downtown Auburn; and

WHEREAS, within the CDPMP several short term, mid term, and long term parking management strategies were identified and the first strategy being addressed is modifying Auburn City Code Chapter 10.36 to allow administratively changes to timed parking within Downtown Auburn; and

WHEREAS, the Public Works Committee of City Council reviewed the proposed amendments to Auburn City Code Chapter 10.36 at their September 15, 2014 meeting; and

WHEREAS, the Planning and Community Development Committee of City Council reviewed the proposed amendments to Auburn City Code Chapter 10.36 at

Ordinance No. 6535
September 30, 2014
Page 1 of 12

their September 22, 2014 meeting; and

WHEREAS, the Public Works Committee of City Council made a recommendation to the full Auburn City Council at their October 6, 2014 meeting; and

WHEREAS, upon the recommendation of staff, City Council determines that amending certain sections of Chapter 10.36 of the Auburn City Code 10.36 will facilitate the implementation of the CDPMP and is therefore in the best interest of the City.

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

Section 1. Amendment to City Code. That Section 10.36.060 of the Auburn City Code be and the same hereby is amended to read as follows:

10.36.060 Additional regulations promulgation authority. Authority to designate parking restrictions.

~~The city council may, by ordinance or resolution, adopt additional regulations as to parking and angle parking, and may, by ordinance, alter or amend the provisions of this chapter. The mayor or the mayor's designee has the authority to establish parking restrictions on public streets and in municipal parking lots. Such restrictions include, without limitation, Loading Zones, One-Hour Parking, Two-Hour Parking, Three-Hour Parking, No Parking Anytime, Disabled Parking, restricted parking by vehicle type, weight, or length, and similar designations. No such parking restrictions shall apply to law enforcement or other emergency and City vehicles when in service. (Ord. 5212 § 1 (Exh. F), 1999; 1957 code § 9.22.120.)~~

Section 2. Amendment to City Code. That Section 10.36.270 of the Auburn City Code be and the same hereby is amended to read as follows:

10.36.270 Prohibited parking places.

A. Except when necessary to avoid conflict with other traffic or to comply with other provisions of this code or with the direction of a police officer or traffic-control sign or signal, it is unlawful for the operator of a vehicle to stop, stand, park or angle park such vehicle in or on any of the following places:

1. Within an intersection area;

2. Within 20 feet of an uncontrolled intersection;
3. Within 30 feet of an intersection controlled by a stop sign, yield sign, or traffic-control signal;
4. On a crosswalk or within 20 feet of a crosswalk, whether marked or unmarked;
5. In front of or within 50 feet of the driveway entrance to any fire or police station or within any marked area contiguous to such driveway, when properly signed;
6. In front of or within a fire or emergency service access or an area signed for other safety access purposes;
7. In front of or within 15 feet of a fire hydrant;
8. Within any space marked as a fire lane;
9. In front of a public or private driveway, or within five feet of the end of the curb radius leading thereto;
10. On a sidewalk, pedestrian path, or landscape strip. However, parking shall be permitted on landscape strips subject to the maintenance requirements contained in ACC 10.36.215, and where the landscape strip is eight feet or greater in width between the curb and the sidewalk or the edge of right-of-way if there is no sidewalk, the adjacent curb is mountable, and the parked vehicle does not obstruct the use of the traveled way or sidewalk;
11. Alongside or opposite any street excavation or obstruction when such stopping, parking or angle parking would obstruct traffic;
12. In any alley, except that trucks or delivery vehicles may park or angle park in alleys for such time, not in excess of 30 minutes, as may be necessary for the expeditious loading or unloading of such vehicles or the delivery or pickup of articles or materials, unless otherwise restricted by this chapter;
13. Upon any bridge, overpass, underpass, trestle, or approaches thereto;
14. On that portion of any street contiguous to and opposite any outside court, corridor, passage, fire escape, exit or entrance door or any other place adjacent to, or any door opening in any outer wall of any building containing, in whole or in part, any theater, public auditorium, church, dance hall or other place of public assembly through which the public must pass to leave such building, while such building is being utilized for public gatherings; and it shall be incumbent upon and the duty of the owner or agent of the property used for the purpose herein specified to designate such prohibited areas by the placement of stanchions or signs or curb markings of the form and type satisfactory to the city engineer;
15. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
16. At any place where official traffic signs have been erected at the direction of the city engineer prohibiting parking and/or angle parking, either at all times or at such times as are indicated upon signage giving notice thereof;
17. Outside of the limits of the individual parking spaces (stalls) designated for vehicular on-street parking;
18. Within 30 feet of the nearest rail of a railroad crossing;
19. At any place where all official signs prohibit stopping;

20. Within traffic lanes that are less than 18 feet wide on arterial and collector roadways, as designated in the comprehensive transportation plan, except when authorized by sign;

21. Within median lanes in the traveled way;

22. Within roadway shoulders that are less than eight feet wide;

23. Within marked bicycle lanes;

24. Upon any street or public way for the principal purposes of displaying the vehicles for sale or for advertising services for vehicles;

25. Upon any street or public way for the purpose of doing any work on, maintaining or repairing any vehicle except for repairs necessitated by an emergency;

26. Within any street-side drainage ditch or drainage swale;

27. Where prohibited by signage; or

28. Adjacent to a traffic island.

B. No person shall move a vehicle not owned by him into any such prohibited area or away from a curb such distance as is unlawful.

C. If any person wishes a different parking restriction sign placement or a different time parameter for any parking restrictions under this section, said person may forward such request to the city engineer, the mayor, the city council public works committee, or the full city council; provided, that the opportunity to request such change does not create a right to such change, and the ultimate decision on such request shall be with the city engineer, then the mayor, then the city council public works committee, and then the full city council. For review, the city engineer shall consult with community development and police.

D. Violation – Penalty. Any person who violates this section has committed an infraction and, except for those subsections set forth in Table 270-1, shall pay a fine of \$30.00 within 15 days from the date of issuance of a notice of violation or of \$40.00 if paid after the fifteenth day from issuance of the notice.

Any person who violates any of the subsections listed in Table 270-1 shall pay a fine as set forth in that table.

Table 270-1

Subsection	If paid within 15 days	If paid after 15th day
10.36.270(A)(1)	\$40.00	\$50.00
10.36.270(A)(2)	\$40.00	\$50.00
10.36.270(A)(3)	\$40.00	\$50.00
10.36.270(A)(7)	\$50.00	\$60.00
10.36.270(A)(8)	\$50.00	\$60.00
10.36.270(A)(10)	\$40.00	\$50.00
10.36.270(A)(16)	\$50.00	\$60.00
10.36.270(A)(17)	\$50.00	\$60.00

(Ord. 6275 § 2, 2010; Ord. 6247 § 9, 2009; Ord. 6211 § 6, 2008; Ord. 6129 § 4, 2007; Ord. 6082 § 1, 2007; Ord. 5684 § 1, 2002; Ord. 5212 § 1 (Exh. F), 1999; 1957 code § 9.22.140.)

Section 3. Repeal of City Code Section. That Section 10.36.370 of the Auburn City Code be and the same hereby is repealed.

Section 4. Repeal of City Code Section. That Section 10.36.380 of the Auburn City Code be and the same hereby is repealed.

Section 5. Repeal of City Code Section. That Section 10.36.390 of the Auburn City Code be and the same hereby is repealed.

Section 6. Repeal of City Code Section. That Section 10.36.395 of the Auburn City Code be and the same hereby is repealed.

Section 7. Repeal of City Code Section. That Section 10.36.490 of the Auburn City Code be and the same hereby is repealed.

Section 8. Repeal of City Code Section. That Section 10.36.500 of the Auburn City Code be and the same hereby is repealed.

Section 9. Repeal of City Code Section. That Section 10.36.515 of the Auburn City Code be and the same hereby is repealed.

Section 10. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 11. 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 thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 12. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

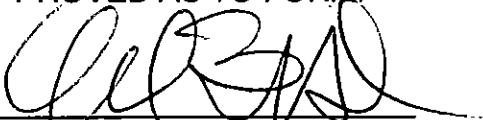
CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Published: _____

TEXT OF REPEALED CODE SECTIONS

10.36.370 Fifteen-minute parking zones.

The owner or operator of a vehicle shall not stop or park such vehicle for a longer continuous time than 15 minutes of any day upon the following named streets and avenues in the city:

"A" Street Northwest, west side, from the south curblane of 1st Street Northwest, south to the alley between West Main and 1st Street Northwest.

West Main Street, north side, beginning at a point 35 feet east of the east curblane of "A" Street Northeast thence easterly 50 feet. (Ord. 5758 § 1, 2003; Ord. 5720 § 1, 2002; Ord. 5559 § 1, 2001; Ord. 5485 § 1, 2000; Ord. 5212 § 1 (Exh. F), 1999; Ord. 4021 § 1, 1984; Ord. 3736 § 5, 1982; Ord. 3352 §§ 1, 2, 3, 1979; Ord. 2993 § 2, 1976; 1957 code § 9.22.180.)

10.36.380 One-hour parking zones.

A one-hour parking limit without meters is established on the following streets, which one-hour parking limit shall exist from 9:00 a.m. to 6:00 p.m. daily, excluding Sundays and holidays:

1st Street Northeast, north side, between Auburn Way North and a point 106 feet west.

1st Street Northeast, south side, between "B" Street Northeast and Auburn Way North.

1st Street Northeast, south side, from a point 118 feet east of the east curblane of North Division Street to the west curblane of Auburn Avenue.

1st Street Northwest, north side, from the east curblane of "B" Street Northwest to the first alley east of "A" Street Northwest.

1st Street Northwest, south side, between the west curblane of "A" Street Northwest and the east curblane of "B" Street Northwest.

7th Street Northeast, south side, from the east curblane of "B" Street Northeast to a point 120 feet east.

"A" Street Northwest, west side, from the first intersecting alley north of West Main Street to the north curblane of West Main Street.

"A" Street Southeast, west side, between the south curblane of East Main Street to the north curblane of 2nd Street Southeast.

"A" Street Southwest, both sides, between the south curblane of West Main Street to the first intersecting alley south of 1st Street Southwest.

"B" Street Northeast, east side, only between Main Street and 1st Street Northeast.

Auburn Avenue, east side, immediately north of the east-west crosswalk located on the north side of East Main Street, one parking stall only.

Auburn Way North, east side, between Main Street and 1st Street Northeast.

Auburn Way South, east side, from the south curblane of East Main Street, south to the north curblane of 4th Street Southeast.

Auburn Way South, west side, from the south curblin of East Main Street, thence southerly a distance of 140 feet. (Ord. 6136 § 1, 2008; Ord. 5752 § 1, 2003; Ord. 5660 § 1, 2002; Ord. 5559 § 1, 2001; Ord. 5485 § 1, 2000; Ord. 5228 § 1, 1999; Ord. 5212 § 1 (Exh. F), 1999; Ord. 5017 § 2, 1997; Ord. 4977 § 1, 1997; Ord. 4858 § 1, 1996; Ord. 4603 § 1, 1993; Ord. 4497 § 2, 1991; Ord. 4236 § 2, 1987; Ord. 4004 §§ 1, 2, 1984; Ord. 3984 §§ 1, 3, 1984; Ord. 3736 §§ 6, 7, 1982; Ord. 3508 § 3, 1980; Ord. 3352 §§ 4, 5, 1979; Ord. 3329 § 2, 1978; Ord. 3327 § 3, 1978; Ord. 3205 § 1, 1977; Ord. 3149 § 4, 1976; Ord. 2999 § 2, 1976; 1957 code § 9.22.190.)

10.36.390 Two-hour parking zones.

A two-hour parking limit without meters is established on the following streets, which two-hour parking limit shall exist from 9:00 a.m. to 6:00 p.m. daily, excluding Sundays and holidays unless otherwise noted below.

1st Street Northeast, south side, between Auburn Way North and a point 143 feet east.

1st Street Northwest, north side, beginning 36 feet east of the first intersecting alley west of North Division Street, thence west to "A" Street Northwest.

1st Street Northwest, south side, from the east curblin of "A" Street Northwest, easterly to the west curblin of North Division Street.

1st Street Southeast and Southwest, both sides, between "A" Street Southeast and "A" Street Southwest.

2nd Street Northeast, both sides, between North Division Street and Auburn Way North.

2nd Street Southeast, north side, between "B" Street Southeast and a point 80 feet west.

2nd Street Southeast, north side, between Auburn Way South and "D" Street Southeast.

2nd Street Southeast, south side, between "A" Street Southeast and "B" Street Southeast.

2nd Street Southeast, north side, between "B" Street Southeast and Auburn Way South.

3rd Street Northeast, south side, between Auburn Avenue and Auburn Way North.

3rd Street Northeast, north side, between Auburn Avenue and a point 13 feet west of Auburn Way North.

4th Street Northeast, south side, beginning at the west curblin of "J" Street Northeast, thence west 200 feet. Effective Monday through Friday, 8:00 a.m. to 3:00 p.m.

4th Street Northeast, south side, beginning at the east curblin of "E" Street Northeast, thence east 325 feet. Effective Monday through Friday, 8:00 a.m. to 3:00 p.m.

4th Street Northeast, north side, beginning at the east curbline of "E" Street Northeast, thence east 650 feet. Effective Monday through Friday, 8:00 a.m. to 3:00 p.m.

4th Street Southeast, south side, beginning at a point 32 feet east of the east marginal line of Auburn Way South, thence east 70 feet.

6th Street Northeast, north side, from the east curbline of Auburn Way North, easterly a distance of 204 feet.

6th Street Southeast, both sides, from the west curbline of Auburn Way South to the east curbline of "A" Street Southeast.

"A" Street Southwest, east side, beginning at a point 430 feet south of the southeast curbline of 2nd Street Southwest, thence south 145 feet.

"B" Street Northwest, east side, between West Main Street and 1st Street Northwest.

"D" Street Northeast, both sides, between East Main Street and 1st Street Northeast.

"D" Street Southeast, west side, beginning at a point 180 feet south of the south curbline of East Main Street.

"E" Street Northeast, west side, between East Main Street and 1st Street Northeast.

"H" Street Northeast, east side, between 4th Street Northeast and a point 100 feet north.

"I" Street Northeast, both sides, beginning at the north curbline of East Main Street and continuing north to its terminus.

Auburn Avenue, east side, between a point 120 feet south of 2nd Street Northeast to a point 50 feet south of the south curbline of 3rd Street Northeast.

Auburn Way North, east side, from 1st Street Northeast to 2nd Street Northeast.

East Main Street, south side, between Auburn Way South and "M" Street Southeast.

East Main Street, north side, from "G" Street Northeast to "M" Street Northeast.

East Main and West Main Streets, both sides, between "A" Street Northwest and Southwest and Auburn Way North and South. Except for two 15-minute parking stalls located on the north side of West Main Street, beginning at a point 35 feet east of the east curbline of "A" Street thence easterly 50 feet.

North Division and South Division Streets, east side, between 2nd Street Northeast and 1st Street Southeast.

North Division Street, west side, from the north curbline of West Main Street to a point 95 feet north of the north curbline of West Main Street.

South Division Street, west side only, between 2nd Street Southwest and 2nd Street Southeast to the east-west alley parallel to and between 2nd Street Northwest and 3rd Street Southwest.

South Division Street, west side, beginning at the south curbline of West Main Street continuing south to the north curbline of 1st Street Southwest.

West Main Street, south side, from the east curb-line of "B" Street Southwest to the west curblineline of "A" Street Southwest. (Ord. 6208 § 1, 2008; Ord. 6136 § 2, 2008; Ord. 6173 § 1, 2008; Ord. 6113 § 1, 2007; Ord. 5720 § 1, 2002; Ord. 5559 § 1, 2001; Ord. 5246 § 1 (Exh. C), 1999; Ord. 5212 § 1 (Exh. F), 1999; Ord. 4977 § 1, 1997; Ord. 4858 § 1, 1996; Ord. 4603 § 1, 1993; Ord. 4013 §§ 4, 5, 1984; Ord. 3467 §§ 1, 2, 1979; Ord. 3359 § 2, 1979; Ord. 3332 §§ 7, 8, 1979; Ord. 3327 § 2, 1978; Ord. 3205 § 2, 1977; Ord. 3184 § 1, 1977; Ord. 3149 § 3, 1976; Ord. 3139 §§ 1, 2, 1976; Ord. 2998 § 2, 1976; 1957 code § 9.22.200.)

10.36.395 Three-hour parking zones.

A three-hour parking limit without meters is established on the following streets, which three-hour parking limit shall exist from 8:00 a.m. to 5:00 p.m. daily, excluding Sundays and holidays.

"A" Street Northwest, north of Main and south of 3rd Northwest, both sides of the roadway, except "A" Street Northwest, east side, from the north curblineline of West Main Street to the south curblineline of 1st Street Northwest (no parking zone).

North Division Street, north of 2nd Street and south of 3rd Northwest, both sides of the roadway.

2nd Street Northwest between Burlington Northern Santa Fe tracks and Division Street, both sides of the roadway.

"A" Street Northeast from 2nd Street Northeast to 7th Street Northeast, both sides of the roadway.

North Division Street north of 5th Street Northeast to the dead-end, both sides of the roadway.

5th Street Northeast from Burlington Northern Santa Fe tracks to Auburn Avenue, both sides of the roadway.

"B" Street Northeast from 3rd Street Northeast to 7th Street Northeast, both sides of the roadway. (Ord. 5724 § 12, 2002.)

10.36.490 Commercial loading zones designated.

The following are commercial loading zones:

A. 2nd Street Southeast, south side, from a point 68 feet east of the east marginal line of South Division Street, a distance of 45 feet east.

B. Reserved.

C. "B" Street Southwest, east side, immediately south of West Main Street, beginning at a point 20 feet south of the south marginal line of West Main Street, thence southerly a distance of 40 feet.

D. Reserved.

E. North Division Street, east side, beginning approximately 25 feet north of the north curblineline of East Main Street and continuing north 40 feet; provided, however, this commercial loading zone designation shall be in force only from 12:00 noon to 4:00 p.m.

F. "E" Street Northeast beginning at a point 40 feet north of the north curblineline of East Main Street extending north 20 feet.

G. Auburn Way South, east side, from a point 80 feet south of the south curbline of East Main Street, a southerly distance of 20 feet.

H. Auburn Way North, east side, beginning 83 feet north of the northerly curbline of East Main Street northerly for 20 feet, to a point eight feet south of entrance to alley.

I. 25th Street Southeast, south side, beginning 190 feet east of the east curbline of "D" Street Southeast, thence east a distance of 60 feet.

J. "A" Street Northeast, east side, beginning 120 feet south of the south curbline of 3rd Street Northeast, thence south a distance of 60 feet.

K. The city engineer shall have the authority to establish commercial loading zones for a period not to exceed 90 days. (Ord. 6154 § 1, 2008; Ord. 6114 § 1, 2007; Ord. 5902 § 1, 2005; Ord. 5212 § 1 (Exh. F), 1999; Ord. 4821 § 2, 1996; Ord. 4616 § 2, 1993; Ord. 3865 § 1, 1983; Ord. 3190 § 1, 1977; Ord. 3149 § 2, 1976; Ord. 2851 § 2, 1974; Ord. 2850 § 2, 1974; 1957 code § 9.22.260(a).)

10.36.500 Passenger loading zones.

The following are passenger loading zones:

A. 4th Street Northeast, north side, beginning at the west curbline of "H" Street Northeast, thence west 200 feet.

B. East Main Street, south side, beginning at a point 30 feet east of the east curbline of "F" Street Southeast, thence east 25 feet.

C. East Main Street, north side, beginning at the east curbline of "G" Street Southeast east 115 feet.

D. "L" Street Southeast, east side, beginning at the intersection of 7th Street Southeast and proceeding north 30 feet.

E. "M" Street Southeast, west side, beginning at a point five feet south of the south curbline of 23rd Street Southeast extended, thence north 84 feet to the beginning, thence north 65 feet, during the hours of 8:00 a.m. to 4:00 p.m. on regular school days.

F. Beginning 100 feet north of the north curbline of 4th Street Northeast, thence north 44 feet on the east side of "H" Street Northeast, during the hours from 8:00 a.m. to 5:00 p.m., Monday through Sunday.

G. "D" Street Northwest, west side, beginning 237 feet north of the north curbline of West Main Street and continuing north 120 feet.

H. "A" Street Northwest, west side, beginning at a point 56 feet north of the north curbline of West Main Street, thence north 43 feet.

I. 14th Street Northeast, north side, beginning at a point 65 feet west of the west curbline of "K" Street Northeast, thence westerly 145 feet.

J. 17th Street Southeast, south side, beginning at a point 570 feet east of the east curbline of "C" Street Southeast, thence east a distance of 80 feet.

K. Auburn Avenue, east side, beginning at a point 20 feet south of the south curbline of 3rd Street Northeast to a point 50 feet south of the south curbline of 3rd Street Northeast.

L. Beginning 142 feet south of the southern curblin of East Main Street, thence south 50 feet on the east side of "N" Street Southeast, during the hours from 8:00 a.m. to 5:00 p.m., Monday through Sunday.

M. West Main Street, north side, beginning 75 feet west of the westerly curblin of "A" Street Northwest, thence continuing westerly for a distance of 30 feet.

N. West Main Street, north side, beginning 42 feet west of the easterly curblin of "F" Street Southwest westerly for 20 feet to a point 20 feet east of entrance of alley.

O. South Division Street, west side, beginning 20 feet south of the south curblin of 3rd Street Southwest and continuing south 130 feet.

P. Auburn Avenue, east side, beginning 75 feet north of the north curblin of 2nd Street Northeast, thence north a distance of 50 feet.

Q. South Division Street, west side, beginning 60 feet south of the south curblin of 3rd Street Southwest, thence south 40 feet.

R. The city engineer shall have the authority to establish passenger loading zones for a period not to exceed 90 days. (Ord. 6136 § 3, 2008; Ord. 6114 § 1, 2007; Ord. 5274 § 1, 1999; Ord. 5246 § 1 (Exh. D), 1999; Ord. 5212 § 1 (Exh. F), 1999; Ord. 4821 § 2, 1996; Ord. 4617 § 2, 1993; Ord. 4431 § 2, 1990; Ord. 4096 § 2, 1985; Ord. 4086 § 1, 1985; Ord. 4000 § 1, 1984; Ord. 3984 §§ 2, 4, 1984; Ord. 3849 § 1, 1983; Ord. 3840 § 1, 1983; Ord. 3428 §§ 1, 2, 1979; Ord. 3181 § 1, 1977; Ord. 3168 § 1, 1977; Ord. 3110 § 1, 1976; Ord. 3025 § 1, 1975; 1957 code § 9.22.260(b).)

10.36.515 School bus loading zones.

The following are school bus loading zones:

10th Street Southeast, south side, beginning 110 feet west of the west curblin of "C" Street Southeast, thence east to the west curblin of "D" Street Southeast, school days only, from 8:00 a.m. to 4:00 p.m.

4th Street Northeast, south side, beginning at a point 200 feet west of "J" Street Northeast, thence west 800 feet. Effective school days only from 6:00 a.m. to 3:00 p.m.

"D" Street Southeast, westerly side, for 20 feet beginning 125 feet north of 2nd Street Southeast. Effective school days only from 6:00 a.m. to 7:00 a.m. and from 3:15 p.m. to 4:15 p.m. (Ord. 6208 § 2, 2008; Ord. 6136 § 4, 2008; Ord. 5212 § 1 (Exh. F), 1999; Ord. 4482 § 2, 1991; Ord. 3984 § 5, 1984; Ord. 3835 § 1, 1982; Ord. 3805 § 2, 1982; Ord. 3327 § 4, 1978; Ord. 3166 § 1, 1977.)



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5097

Date:
September 8, 2014

Department:
Administration

Attachments:
[Resolution No. 5097](#)

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Resolution No. 5097.

Background Summary:

The US Department of Homeland Security (DHS) makes available Emergency Management Performance Grants (EMPG) to local jurisdictions specifically to enhance their emergency management programs. The City of Auburn was allocated funds based on a state-wide formula. These funds can be used exclusively for emergency management activities and only for items and activities which were not previously budgeted for. Funds will be used to conduct planning activities and provide public education activities and supplies.

Reviewed by Council Committees:

Finance, Municipal Services

Councilmember: Peloza

Staff: Hursh

Meeting Date: October 6, 2014

Item Number: RES.A

RESOLUTION NO. 5097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, FORMALLY ACCEPTING A GRANT FROM THE WASHINGTON STATE MILITARY DEPARTMENT IN THE AMOUNT OF FIFTY FIVE THOUSAND SEVEN HUNDRED TWENTY FOUR DOLLARS (\$55,724.00) FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY AGREEMENTS TO ACCEPT SAID FUNDS

WHEREAS, the City created and maintains an active Emergency Management Program; and

WHEREAS, the United States Department of Homeland Security makes available Emergency Management Performance Grant monies to local emergency management programs; and

WHEREAS, the Washington State Military Department, Emergency Management Division has approved a grant of those monies to the City of Auburn Emergency Management program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Purpose. The City Council of the City of Auburn does hereby accept the Washington State Military Department, Emergency Management Division offer of a grant in the amount of Fifty Five Thousand Seven Hundred Twenty Four Dollars (\$55,724.00) as the City's allotment of annual Emergency Management Performance Grant monies.

Section 2. Implementation. The Mayor of the City of Auburn is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this resolution.

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

DATED AND SIGNED THIS _____ DAY OF OCTOBER 2014.

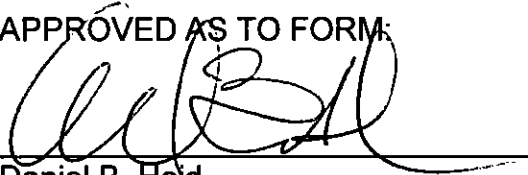
CITY OF AUBURN

Nancy Backus
MAYOR

ATTEST:

Danielle Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Held,
City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5102

Date:

October 1, 2014

Department:

Public Works

Attachments:

[Resolution No. 5102](#)
[Wholesale Water Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5102.

Background Summary:

Resolution No. 5102 authorizes the Mayor to enter into a Wholesale Water Supply Agreement with the City of Tacoma, Department of Public Works, Water Division (Tacoma).

In 2012 the City signed an agreement with Tacoma for wholesale water supply for up to 1.0 million gallons per day (MGD) average annual daily water use. Currently the City is taking this quantity of water from the B Street NW Intertie.

In 2013 the City signed an agreement with Cascade Water Alliance (Cascade) to purchase an additional 2.5 MGD of Tacoma water. This would be accomplished by paying to Cascade the system development charges that Cascade previously paid to Tacoma. Tacoma approved the agreement between Auburn and Cascade.

The proposed agreement amends, restates, and supersedes the 2012 Wholesale Water Supply Agreement between Auburn and Tacoma, and provides for a total of 3.5 MGD (annual average daily demand) of wholesale water supply and the associated peak amounts from the other agreements.

Following execution of this new agreement, the City intends to negotiate a wholesale market rate price for water for up to a 20 year period with Tacoma. The new rate will be presented at a later meeting as an addendum to this new agreement.

Reviewed by Council Committees:

Finance, Public Works

Councilmember: Osborne

Staff:

Snyder

Meeting Date: October 6, 2014

Item Number: RES.B

RESOLUTION NO. 5 1 0 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE A WHOLESALE WATER AGREEMENT
BETWEEN THE CITY OF AUBURN AND THE CITY OF
TACOMA

WHEREAS, the City of Auburn is obligated to provide an adequate water supply to meet customer demand; and

WHEREAS, the City has adopted a combined water supply strategy that includes improving City sources to fully utilize its water rights and purchasing water from adjacent purveyors; and

WHEREAS, on June 4, 2012, the City of Auburn City Council adopted Resolution No. 4822 authorizing the Mayor to execute a Wholesale Water Agreement with the City of Tacoma, which agreement allowed the City to purchase water in keeping with the City's supply strategy; and

WHEREAS, in July 2012, the City of Auburn entered into the Wholesale Water Agreement with the City of Tacoma, Department of Public Works, Water Division (Tacoma) to purchase 1.0 million gallons per day (MGD) (annual average daily use) water at a wholesale rate; and

WHEREAS, in September 2013, the City of Auburn entered into the Agreement for the Purchase and Sale of Credits Relating to Permanent Wholesale Water Supply Capacity with Cascade Water Alliance (Cascade) for 2.5 MGD (annual average daily use) of Tacoma water; and

WHEREAS, the City desires to enter into a Wholesale Agreement with the City of Tacoma to utilize the 2.5 MGD water purchased from Cascade along with the existing 1.0 MGD, for a total of 3.5 MGD annual average daily use.

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

Section 1. The Mayor is hereby authorized to execute a Wholesale Water Agreement between the City of Auburn and the City of Tacoma, which agreement shall be in substantial conformity with agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

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

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

Dated and signed this _____ day of _____, 2014.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5102
September 25, 2014

WHOLESALE WATER SUPPLY AGREEMENT

This WHOLESALE WATER SUPPLY AGREEMENT ("Agreement"), by and between the City of Tacoma, Department of Public Utilities, Water Division ("Tacoma"), and the City of Auburn ("City"), is made and entered into as of this ____ day of _____ (2014) ("Effective Date"). Tacoma and City are sometimes referred to collectively as the "Parties" and individually as a "Party." This Agreement is made with reference to the following facts:

RECITALS

WHEREAS, Tacoma is a municipality organized and operating under the laws of the State of Washington and operates a water utility pursuant to RCW 35.92.010;

WHEREAS, pursuant to RCW 35.92.170-.200, Tacoma is authorized to operate a water utility outside its geographical boundaries and to sell surplus water to customers outside of Tacoma's city limits;

WHEREAS, City is a noncharter code city organized and operating as a municipal corporation under the laws of the State of Washington;

WHEREAS, City and Tacoma have previously entered into a "Wholesale Water Agreement" dated July 6, 2012, pursuant to which Tacoma is required to provide, upon City's request, a wholesale water supply of up to 1 MGD (annual average daily use, subject to certain 2.0 MGD peak day and 1.8 MGD peak period limitations set forth therein), for use by City in connection with the prudent use and management of its water system (the "Existing Agreement");

WHEREAS, Tacoma and Cascade Water Alliance, a joint municipal utilities services authority ("Cascade"), have heretofore entered into an "Amended and Restated Agreement for the Sale of Wholesale Water" dated December 31, 2012 (the "Cascade/Tacoma Agreement");

WHEREAS, pursuant to Section 6 of the Cascade/Tacoma Agreement, Tacoma has available surplus water and is willing to sell to City a 2.5 MGD (annual average daily use) wholesale water supply, which is a portion of the 4 MGD (annual average daily use) wholesale water supply that is available as of the Effective Date to sell to City pursuant to the Cascade/Tacoma Agreement;

WHEREAS, the Parties desire, by this Agreement, to amend and restate the Existing Agreement;

WHEREAS, Tacoma is willing to make a 3.5 MGD (1.0 MGD + 2.5 MGD) (annual average daily use) wholesale water supply available to City as a direct wholesale customer of Tacoma in accordance with the terms and conditions of this Agreement, which is a combination of the 1 MGD wholesale water supply currently provided under the Existing

Agreement and the 2.5 MGD available pursuant to the Cascade/Tacoma Agreement, subject to certain peak-period limitations set forth below;

WHEREAS, pursuant to the requirements of RCW 35.92.010, the Parties specifically find that this Agreement will at a minimum generate revenues sufficient for Tacoma to cover the marginal cost of the available surplus water supplied to City; and

WHEREAS, City is willing to purchase and accept delivery of such wholesale water supply from Tacoma as a direct wholesale customer of Tacoma in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions herein contained, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following terms defined herein shall have the following meanings, whether singular or plural:

"Applicable Law" means any applicable and binding statute, law, rule, regulation, code, ordinance, judgment, decree, writ, legal requirement or order, and the written interpretations thereof, of any national, federal, state or local Governmental Authority having jurisdiction over the Parties or the performance of this Agreement.

"Cascade" shall have the meaning set forth in the Recitals.

"Cascade/Tacoma Agreement" shall have the meaning set forth in the Recitals.

"City" shall have the meaning set forth in the preamble of this Agreement.

"City Hazardous Substances" means any Hazardous Substances generated, transported, kept, handled, stored, placed, discharged or released by City, or by anyone directly or indirectly retained or employed by City, in connection with the performance of this Agreement.

"City Isolation Valve" means a positive shut-off valve owned and operated by City as part of the Interconnection Facilities.

"Dispute" shall have the meaning set forth in Section 17.1.

"Draft Operating Plan" means a non-binding informational plan intended to advise Tacoma of the amount of the Wholesale Water Supply that City anticipates it will use during the period starting June 1 and ending September 31 each year during the Term.

"Effective Date" shall have the meaning set forth in the preamble of this Agreement.

"Existing Agreement" shall have the meaning set forth in the Recitals.

"Flow Control Valve" means the valve that controls the volume of water that is delivered to City and is more particularly described in Exhibit A.

"Governmental Authority" means (a) any federal, national, state, tribal, county, municipal or local government (whether domestic or foreign), or any political subdivision thereof; (b) any court or administrative tribunal; (c) any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction; or (d) any nongovernmental agency, tribunal or entity that is vested by a governmental agency with applicable jurisdiction.

"Hazardous Substances" means any substance or material regulated or governed by Applicable Law; any substance, emission or material now or hereafter deemed by any Governmental Authority or Applicable Law to be a "regulated substance," "hazardous material," "hazardous waste," "hazardous constituent," "hazardous substance," "dangerous material," "dangerous waste," "dangerous substance," "toxic substance," "radioactive substance" or a "pesticide"; and any other substance with properties that are harmful or deleterious to human health or to the environment.

"Interconnection Facilities" means all facilities, other than the Wholesale Service Connections, that are necessary for City to access and take delivery of the Wholesale Water Supply at the Wholesale Service Connections and to convey such water to City's transmission and distribution systems. Interconnection Facilities include the City Isolation Valve and such other pressure-reducing valves, power service, storm drainage, vaults, telecommunications service, conduit, controllers, pedestals and boxes operated by City as part of the Interconnection Facilities. For avoidance of doubt, Interconnection Facilities do not include the Wholesale Service Connections or any other facilities owned and operated by Tacoma that are necessary to deliver the Wholesale Water Supply to the Wholesale Service Connections.

"Meter" means the delivery metering equipment determined by Tacoma to be necessary for the implementation of this Agreement.

"Operating Protocols" shall have the meaning set forth in Section 11.3.

"Party" or "Parties" shall have the meaning set forth in the preamble of this Agreement.

"Person" means any individual, corporation, municipal corporation, company, voluntary association, partnership, incorporated organization, trust or limited liability company, or any other entity or organization, including any Governmental Authority.

"Project" means that certain water supply project commonly referred to as the Second Supply Project, which is owned and operated by Tacoma in order to meet Tacoma's future water supply requirements and to increase regional supply, with the participation of its project partners the City of Kent, the Covington Water District and the Lakehaven Utility District in

accordance with the terms and conditions of the 2002 Second Supply Project Partnership Agreement.

"Prudent Utility Practices" means, at any particular time, any of the practices, methods, decisions and acts that (a) in the exercise of a Party's reasonable judgment in light of the facts known at the time, would have been expected to accomplish the desired result consistent with Applicable Law, reliability, efficiency, economy, safety and expedition commonly engaged in or approved by the water supply industry in the United States prior thereto; and (b) in the case of Tacoma, includes all practices and methods needed to comply with the Wholesale Water Regulations. It is recognized that the term "Prudent Utility Practices" is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather refers to a spectrum of possible practices, methods or acts that could have been expected to accomplish the desired result consistent with Applicable Law, reliability, efficiency, economy, safety and expedition.

"Schedule" shall have the meaning set forth in Section 11.2.

"System Development Charge" means the system development charge imposed upon wholesale customers by the Wholesale Water Regulations.

"Tacoma" shall have the meaning set forth in the preamble of this Agreement.

"Tacoma Indemnitees" means Tacoma and Tacoma's directors, officers, employees, agents, servants, elected officials and representatives, and the respective successors and assigns of each and all of the foregoing.

"Tacoma Isolation Valve" means a positive shut-off valve installed at the Wholesale Service Connections and that is more particularly described in Exhibit A.

"Telemetry Equipment" means a data-acquisition system owned and operated by Tacoma that is used to send signals from the Meter in support of operations and all appurtenances thereto.

"Temporary Wholesale Water Supply" shall have the meaning set forth in Section 19.

"Term" shall have the meaning set forth in Section 21.

"Uncontrollable Force" means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a Party of any of its obligations under this Agreement. An Uncontrollable Force shall include the following:

- (i) flood, earthquake, drought, climate change, storm, fire, lightning and other natural catastrophes;

(ii) acts of public enemies, armed conflicts, acts of foreign enemies, acts of terrorism (whether domestic or foreign, state-sponsored or otherwise), war (whether declared or undeclared), blockade, insurrection, riot, civil disturbance, revolution or sabotage;

(iii) any form of compulsory government acquisition or condemnation or change in Applicable Law (other than such acquisition, condemnation or change by City) that affect the performance of the Parties' obligations under this Agreement;

(iv) accidents or other casualty, damage, loss or delay during transportation, explosions, fire, epidemics, quarantines or criminal acts that affect the performance of the Parties' obligations under this Agreement;

(v) labor disturbances, stoppages, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors (of any tier), agents or employees;

(vi) inability, after the use of commercially reasonable efforts, to obtain any consent or approval from any Governmental Authority (other than City) that affects the performance of the Parties' obligations under this Agreement;

(vii) inability, after the use of commercially reasonable efforts, to obtain any consent or approval from any Person required by a Party in connection with this Agreement; and

(viii) third-party litigation contesting all or any portion of the right, title and interest of a Party in any service, property or other item to be provided to the other Party in connection with this Agreement.

Notwithstanding the foregoing, the insufficiency of funds, the financial inability to perform or any changes in such Party's cost of performing its obligations hereunder shall not constitute an Uncontrollable Force, and neither Party may raise a claim for relief hereunder, in whole or in part, in connection with such event or circumstance.

"Wholesale Service Connections" means a physical connection(s) between water mains of the Parties and is the point of delivery of the Wholesale Water Supply. The Wholesale Service Connections are more particularly described in Exhibit A and include the Tacoma Isolation Valve and the Flow Control Valve.

"Wholesale Water Regulations" means all applicable terms and conditions of the Tacoma Municipal Code, including but not limited to Chapters 12.01 and 12.10 thereof, as such terms and conditions may now exist or may hereafter be changed, deleted, supplemented, modified or amended. The Wholesale Water Regulations include Tacoma's "Customer Service Policies" and such other rules, regulations, policies and guidelines as

Tacoma shall, from time to time, adopt and apply on a uniform basis to Tacoma's wholesale customers.

"Wholesale Water Service" shall have the meaning set forth in Section 4.2.

"Wholesale Water Supply" means a quantity of water of up to 3.5 MGD (annual average daily demand), subject to the following peak-period limitations:

- (a) 5.12 MGD during any consecutive twenty-four (24) hour period, and
- (b) 4.92 MGD during any consecutive ninety-six (96) hour period.

2. EXHIBITS TO THIS AGREEMENT

This Agreement includes the Exhibits listed below, and any reference in this Agreement to an "Exhibit" by letter designation or title shall mean one of the Exhibits identified below. If there is an express conflict between the provisions contained within the body of this Agreement and the provisions of any Exhibit hereto, then the body of this Agreement shall take precedence, except that with respect to technical specifications and requirements pertaining to the design, engineering, operation or testing of the Wholesale Service Connections, the conflicting Exhibit shall take precedence.

Exhibit A: Wholesale Service Connections

Exhibit B: Dispute Resolution Procedures

3. AMENDMENT AND RESTATEMENT OF EXISTING AGREEMENT

The rights and obligations of the Parties arising under the Existing Agreement shall remain in full force and effect and unchanged by this Agreement for the period beginning on July 6, 2012, and ending on the Effective Date. From and after the Effective Date, this Agreement fully restates, replaces and supersedes the Existing Agreement and shall govern and control the rights and obligations of the Parties with respect to the subject matter of the Existing Agreement, as amended and restated in its entirety by this Agreement. Except as otherwise provided by this Section 3, from and after the Effective date, the Existing Agreement is null, void and no longer of any force or effect.

4. WHOLESALE WATER SERVICE

4.1 Subject to the terms and conditions of this Agreement, during the Term, Tacoma agrees to sell and deliver the Wholesale Water Supply to City, and City agrees to purchase and take delivery of the Wholesale Water Supply from Tacoma. The Wholesale Water Supply may be resold by City to another water purveyor, subject to the terms and conditions of this Agreement.

4.2 The Wholesale Water Supply shall be provided to City as wholesale water service subject to and in compliance with the Wholesale Water Regulations, Applicable Law,

Prudent Utility Practices and the terms and conditions of this Agreement ("Wholesale Water Service"). Except as otherwise provided by this Agreement, City shall be subject to and governed by the Wholesale Water Regulations. If, however, there is an express conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Wholesale Water Regulations, then the terms and conditions of this Agreement shall take precedence, govern and control.

4.3 The Wholesale Water Service shall be provided to City with the same degree of reliability and certainty of supply as water provided by Tacoma to its existing wholesale customers (including limitations thereof, such as provisions of the Wholesale Water Regulations pertaining to interruption of service). The Wholesale Water Service provided to City is not for the purpose of providing fire flows or for fire suppression purposes, and Tacoma does not warrant that the flow and pressure of the Wholesale Water Service provided to City will meet Wholesale Water Regulations or Applicable Law related to providing fire flows or for fire suppression purposes. City acknowledges it is solely responsible for compliance with Applicable Law related to fire flows and fire suppression. The Parties acknowledge that Wholesale Water Service is inherently subject to disruption, interruption, suspension, curtailment and fluctuation. Tacoma shall not have any liability to City or any other Person for any disruption, interruption, suspension, curtailment or fluctuation in the Wholesale Water Service.

5. WHOLESALE WATER SERVICE CHARGES AND FEES

City shall pay Tacoma all charges, fees and other amounts for the Wholesale Water Service as shall be due and payable, from time to time, pursuant to the Wholesale Water Regulations. All rates, charges, fees and other amounts due Tacoma for the Wholesale Water Service pursuant to the Wholesale Water Regulations are subject to periodic adjustment by the Public Utility Board and Tacoma City Council. At any time during the Term, the applicable rate, charge, fee or other amount due Tacoma from City for the Wholesale Water Service shall be the rate, charge, fee or amount as shall then be in effect.

6. SYSTEM DEVELOPMENT CHARGES

As of the Effective Date, the System Development Charge due and payable to Tacoma pursuant to the Existing Agreement has been fully paid by City to Tacoma pursuant to the terms and conditions of the Existing Agreement. A System Development Charge for a wholesale water supply of 2.5 MGD has been paid by Cascade to Tacoma pursuant to the terms and conditions of the Cascade/Tacoma Agreement. The remaining System Development Charge due Tacoma from City pursuant to the Wholesale Water Regulations has, as of the Effective Date, been fully paid to Tacoma by or on behalf of City.

7. PAYMENTS

Amounts due Tacoma from City for the Wholesale Water Service shall be determined, billed and collected by Tacoma and paid by City in accordance with the procedures for billings, collections and payments set forth in the Wholesale Water Regulations.

8. WHOLESALE WATER DELIVERIES

From and after the Effective Date, the Wholesale Water Supply shall be made available to City at the Wholesale Service Connections. The delivery and receipt of water, and the transfer of title to and custody and control of such water, shall occur at the Wholesale Service Connections. Upon City's acceptance of such water at the Wholesale Service Connections, City assumes full responsibility for such water, its quality, and the means, methods and facilities necessary to connect, receive, transport, deliver and use such water as a source of water for resale by City to City's retail customers.

9. WHOLESALE WATER CONNECTIONS AND INTERCONNECTION FACILITIES

9.1 From and after the Effective Date, Tacoma shall be responsible for the maintenance and operation of the Wholesale Service Connections in a manner that is consistent with Applicable Law and Prudent Utility Practices. If at any time during the Term Tacoma shall determine a need to upgrade, replace or modify any of the Wholesale Service Connections, in whole or in part, Tacoma shall so notify City, and cause such upgrade, replacement or modification to occur at such time, place and manner and with such labor, design, materials and equipment as Tacoma shall determine, in its sole discretion. No wholesale service connections other than the Wholesale Service Connections are authorized by this Agreement, and no other such connections shall be allowed without a subsequent and separate written agreement between the Parties. Neither Party shall be obligated to agree to or execute any agreement or permit with the other Party to construct or use any additional wholesale service connection.

9.2 From and after the Effective Date, City shall, at its expense, cause the Interconnection Facilities to be constructed, tested, maintained and available for normal and reliable commercial operations. City shall submit to Tacoma for review and approval the designs, specifications and construction schedule for any material repairs or replacements of the Interconnection Facilities, or for any expansions, improvements or upgrades of the Interconnection Facilities. Tacoma will not unreasonably delay its review of the designs, specifications and construction schedule submitted to it by City and will not unreasonably withhold its approval of such designs, specifications and construction schedule. City will not commence any such repairs, replacements, expansions, improvements or upgrades of the Interconnection Facilities unless and until City has received approved designs, specifications and construction schedule from Tacoma. City shall construct and operate the Interconnection Facilities in a manner that is consistent with Applicable Law; the approved designs, specifications and construction schedule; the provisions of all permits, regulatory approvals and agreements governing the construction and operation of the Interconnection Facilities; and Prudent Utility Practices. City shall own and operate the Interconnection Facilities and shall be responsible for the repair and maintenance thereof.

9.3 Without limiting the generality of the foregoing, City shall:

(a) be responsible for the operation and control of the City Isolation Valve and any pressure-reducing valves, controllers, pedestals and boxes operated by City as part of the Interconnection Facilities; and

(b) provide a sufficient permitted discharge location for sump pump discharge for the Wholesale Service Connections vault.

9.4 If, at any time or from time to time during the Term, Tacoma determines a need to repair, maintain, replace, renew, expand or improve any of Tacoma's infrastructure, facilities or systems and such work requires the relocation of all or any portion of the Interconnection Facilities, Tacoma shall, not less than one hundred twenty (120) days prior to the commencement of such work, request by written notice to City that City relocate such Interconnection Facilities so as to accommodate the time, place and manner of Tacoma's work. Upon receipt of such notice from Tacoma, City shall promptly so relocate such Interconnection Facilities at City's sole cost and expense.

10. METER AND TELEMETRY EQUIPMENT

10.1 Tacoma shall, at City's expense, provide for the procurement, installation, repair, replacement, calibration and testing of the Meter and the Telemetry Equipment. Such costs paid by City to Tacoma are considered funds provided in aid of construction. City shall provide, at its expense, a sufficient and reliable source of power and communications to the Meter and the Telemetry Equipment. Tacoma shall determine the size of the Meter and the flow range within which the Meter must operate.

10.2 Tacoma shall perform the calibration and testing of the Meter. During the Term, Tacoma shall periodically test the Meter for accuracy, and the results of such testing shall be made available to City. City may also test the Meter at any reasonable time and at City's expense. The results of any Meter test conducted by City shall be made available to Tacoma at no charge. A Meter accuracy measurement of two percent (2%) or better shall be considered within calibration tolerance.

10.3 If a Party shall require access to any area under the care, custody or control of the other Party for purposes of this Section 10, then such Party may request such access, subject to the other Party's prior approval, which such approval shall not be unreasonably withheld, conditioned or delayed.

11. WATER MANAGEMENT AND SCHEDULING

11.1 On or before May 1 of each year during the Term, City shall provide Tacoma with a Draft Operating Plan.

11.2 Prior to 10:00 a.m. on any Thursday during the Term, City may submit to Tacoma, in the manner and in the form established by Tacoma, a schedule for wholesale

water deliveries for the following seven (7) days ("Schedule"). The Schedule shall contain at a minimum a uniform rate of water deliveries for each day of the Schedule, and shall take effect on the day following the Thursday the Schedule is submitted. Schedules so submitted shall remain in effect until replaced by a subsequent Schedule submitted in accordance with this Section 11.2.

11.3 The Parties agree to jointly develop and maintain operating protocols for items including the scheduling of water demand to assure consistent flow control and treatment, routine operational communication, emergency shutdown, emergency contacts and other items the Parties determine appropriate ("Operating Protocols"). The Operating Protocols shall be subject to Tacoma's approval, which such approval shall not be unreasonably withheld, conditioned or delayed.

11.4 Tacoma reserves the right to modify, suspend, change or amend Schedules and Operating Protocols as necessary to comply or conform with this Agreement, the Wholesale Water Regulations, Applicable Law, or Prudent Utility Practices, or to respond to Uncontrollable Forces. Tacoma will provide City with thirty (30) days' advance notice of any modifications, suspensions, changes or amendments to the Operating Protocols; provided, however, if the need to modify, suspend, change or amend the Operating Protocols is attributable to Uncontrollable Forces, then Tacoma shall provide as much notice as is practicable under the circumstances.

12. CONSERVATION AND PLANNING

12.1 The Parties will seek to coordinate regional supply, planning, scheduling and operational programs that promote efficient use of water supplies, facilities, finances and staff resources. If requested by Tacoma, City shall participate in the planning and implementation process for conservation programs as they are developed and will share available conservation resources where beneficial to both Parties. In the event there is a water shortage or drought that requires Tacoma to institute water rationing or water use restrictions, Tacoma may institute reductions to deliveries of the Wholesale Water Supply consistent with the Wholesale Water Regulations and Prudent Utility Practices.

12.2 During the Term, City shall implement and maintain a water conservation and water curtailment program substantially equivalent to Tacoma's program. Tacoma reserves the right to reduce or discontinue Wholesale Water Service in the event City fails to adopt and conform its use of the Wholesale Water Supply to Tacoma's Water Shortage Response Plan.

13. RISK OF LOSS

13.1 Title to and risk of loss of water delivered by Tacoma to City pursuant to Section 8 shall pass from Tacoma to City at the Wholesale Service Connections.

13.2 Title to the Wholesale Service Connections, the Meter and the Telemetry Equipment shall be vested in Tacoma. Except as otherwise provided by Section 10.2, City shall have no right to operate, suspend, curtail, design, construct, test, maintain, repair,

improve, replace and use the Wholesale Service Connections, the Meter and the Telemetry Equipment. Title to the Interconnection Facilities shall be vested in City. Tacoma shall have no right or responsibility to operate, suspend, curtail, design, construct, test, maintain, repair, improve, replace or use the Interconnection Facilities.

14. INDEMNIFICATION

City shall defend, indemnify and hold each and all of the Tacoma Indemnitees harmless from and against any and all claims, liens, demands, actions, losses, damages, costs, expenses and liabilities (including attorneys' fees) arising directly or indirectly from or in connection with:

- (a) the transportation, storage, sale, delivery and use of any water delivered to City in accordance with this Agreement;
- (b) the negligent, reckless, or otherwise tortious acts or omissions of City, or of anyone directly or indirectly retained or employed by City, in performance of this Agreement;
- (c) any material breach, failure, inconsistency, inaccuracy or default of any one or more representations made to Tacoma in Section 20;
- (d) the use or resale of the Wholesale Water Supply for fire flows or fire suppression purposes, or
- (e) City Hazardous Substances.

Nothing herein shall, however, require City to defend, indemnify and hold harmless the Tacoma Indemnitees for that portion (if any) of any such liability that is so proportionately and legally attributable to the negligent acts or omissions of any one or more of the Tacoma Indemnitees. As between the Parties and solely for the purpose of the indemnities contained in this Section 14, City expressly waives any immunity, defense or protection that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, or any other industrial insurance, workers' compensation or similar laws of the State of Washington to the fullest extent permitted by Applicable Law. This Section 14 shall not be interpreted or construed as a waiver of City's right to assert such immunity, defense or protection directly against any of its own employees or any such employee's estate or other representatives. This Section 14 has been mutually negotiated by the Parties and shall survive the expiration or termination of this Agreement.

City's Initials

15. REGULATORY COMPLIANCE

The Wholesale Water Service is provided subject to Applicable Law (including permits, authorization and the jurisdiction of a Governmental Authority to issue orders and

regulations regarding the Wholesale Water Service, the Wholesale Water Supply and the Project). City understands and agrees that Tacoma must comply with all such laws, permits, authorizations, orders and regulations, and that such laws, permits, authorizations, orders and regulations are an Uncontrollable Force to the extent that they affect the ability of Tacoma to fulfill its obligations under this Agreement.

16. NO RIGHT OR CLAIM TO WATER RIGHTS

By this Agreement, City secures a contractual right to receive Wholesale Water Service and to accept delivery from Tacoma of the Wholesale Water Supply as a wholesale customer. By this Agreement, City acquires no right, title or interest in or to (a) the Project, the Wholesale Service Connection, the Meter or the Telemetry Equipment; or (b) any water rights, water claims, water permits or water certificates.

17. DISPUTE RESOLUTION

17.1 Any and all claims, controversies or disputes arising out of, relating to or in connection with this Agreement (each, a "Dispute") as between the Parties shall be resolved in accordance with the Dispute resolution procedures set forth in this Section 17.

17.2 The Parties shall inform one another promptly following the occurrence or discovery of any item or event that would reasonably be expected to result in a Dispute required to be resolved in accordance with this Dispute resolution procedure. The initial mechanism to resolve Disputes will involve negotiations between the Parties' representatives, so designated by the Parties by notice given pursuant to Section 23.

17.3 If the Parties cannot resolve a Dispute satisfactorily within ten (10) days after receipt of the initial notice in accordance with Section 17.2, either Party may deliver to the other Party notice of the Dispute with a detailed description of the underlying circumstances of such Dispute. The Dispute notice shall include a schedule of the availability of the notifying Party's senior officers duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute notice. The recipient Party shall, within three (3) business days following receipt of the Dispute notice, provide to the notifying Party a parallel schedule of availability of the recipient Party's senior officers duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the notifying Party and the recipient Party shall meet and confer, as often as they deem reasonably necessary during the remainder of the thirty (30) day period, in good-faith negotiations to resolve the Dispute to the satisfaction of both Parties.

17.4 If at any time during the good-faith efforts to resolve any Dispute arising under this Agreement either of the Parties determines that such informal discussions will not result in a resolution of the issue or issues in Dispute, such Party may initiate the Dispute resolution process in accordance with the provisions of Exhibit B.

17.5 Pending resolution of any Dispute, the Parties shall continue to fulfill their respective duties under this Agreement.

18. DEFAULT AND REMEDIES

18.1 If a Party fails to perform its obligations hereunder, then it shall be in default hereunder unless the defaulting Party cures:

(a) a monetary event of default within thirty (30) days after receiving written notice from the other Party of such monetary default; and

(b) a non-monetary event of default within sixty (60) days after receiving a notice of default from the non-defaulting Party; provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, to cure such non-monetary default, then the defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

18.2 Except as otherwise provided by the Wholesale Water Regulations, and subject to the procedures set forth in Section 17, if a Party is in breach or default of its obligations arising under this Agreement, the other Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity (including the right to specifically enforce this Agreement), all of which remedies shall be cumulative. If either Party elects to pursue singularly any remedy available to it under this Section 18, then such Party may at any time thereafter continue to pursue or cease pursuing that remedy and simultaneously elect to pursue any other remedy available to it under this Section 18.

19. ADDITIONAL WATER

During the Term, City may request that Tacoma supply City with wholesale water on a temporary basis in addition to the Wholesale Water Supply ("Temporary Wholesale Water Supply"). The availability of the Temporary Wholesale Water Supply for sale by Tacoma to City at any time or from time to time during the Term shall be determined by Tacoma in its sole discretion. If Tacoma shall determine that some or all of the Temporary Wholesale Water Supply is available for sale to City, it may be sold, scheduled, priced and delivered to City on such terms and conditions as may then be acceptable to the Parties upon approval of the Parties' applicable governing bodies. Without limiting the generality of the foregoing, any such sales shall be subject to the Wholesale Water Regulations (as applicable), the System Development Charge, the availability of resources, and the disruption, interruption, suspension and curtailment of the Temporary Wholesale Water Supply by Tacoma at any time.

20. REPRESENTATIONS OF THE PARTIES

20.1 Each Party is duly authorized and validly existing under the laws of, is authorized to exercise its powers, rights and privileges under the laws of, and is in good standing in the State of Washington, and has full power and authority to carry on its business

as presently conducted, to execute this Agreement and to perform the transactions on its part contemplated by this Agreement.

20.2 The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by the appropriate board or council, and no other act or proceeding on the part of a Party is necessary to authorize this Agreement, or the transactions contemplated hereby.

20.3 The execution, delivery and performance by each of the Parties of this Agreement does not (a) contravene Applicable Law; or (b) conflict with or result in a breach of or default under any material agreement or instrument to which any Party is a party or by which it is bound.

20.4 There are no actions, suits, claims or proceedings pending or, to the best of each Party's knowledge, threatened against either Party that is likely to impair the consummation or the transactions contemplated hereby.

21. TERM

The term of this Agreement (the "Term") shall commence as of the Effective Date and shall remain in full force and effect until the date that Tacoma ceases making wholesale water sales in accordance with the Wholesale Water Regulations.

22. UNCONTROLLABLE FORCES

If performance of this Agreement or of any obligation hereunder (other than the insufficiency of funds, the financial inability to perform or changes in a Party's cost of performing its obligations) is prevented or substantially restricted or interfered with by reason of an Uncontrollable Force, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

23. NOTICES

23.1 All notices or other communications required or permitted by this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

Tacoma: Water Superintendent
P.O. Box 11007
Tacoma, WA 98411
Phone: (253) 502-8245
Fax: (253) 502-8694

City: Assistant Director of Engineering/City Engineer
25 West Main Street
Auburn, WA 98001
Phone: (253) 931-3010
Fax: (253) 931-3053

23.2 Any notice will be deemed to have been given (a) if personally delivered, when delivered, (b) if delivered by courier service, one (1) business day after deposit with the courier service, (c) if mailed, two (2) business days after deposit at any post office in the United States, and (d) if delivered via facsimile, the same day as verified; provided that any verification that occurs after 5:00 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9:00 a.m. on the following business day.

24. MISCELLANEOUS

24.1 The rights and obligations of the Parties arising under this Agreement may not be sold, assigned or otherwise transferred in whole or in part by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon the Parties' respective successors and permitted assigns.

24.2 The Parties agree that in taking actions or making determinations required or provided for under this Agreement, each Party shall act in fairness and in good faith. The Parties will cooperate and use commercially reasonable efforts to facilitate the implementation of all aspects of this Agreement. During the Term, each Party, upon the request of the other Party, shall, without further consideration, execute, deliver and acknowledge all such further documents and do and perform all such other acts and things as either Party may reasonably request to effectively carry out the intent of this Agreement.

24.3 A Party shall not have the right to offset any amounts owed to the other Party pursuant to this Agreement against any amounts due from the other Party pursuant to this Agreement, nor may a Party offset any amounts due to the other Party pursuant to this Agreement against any amounts owed by the other Party pursuant to this Agreement. A Party may not withhold any payment due the other Party by reason of a Dispute; such payment shall be paid "under protest" and any and all Disputes with respect to such payment shall be resolved pursuant to Section 17.

24.4 Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in a signed writing, by the Party or Parties entitled to the benefit of

such terms or conditions. Any waiver given by a Party shall be narrowly construed to specifically waive, in time and subject, only the express matter contained in such waiver. The failure of either Party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or Applicable Law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Tacoma's review, revision or approval of or comment upon any matter arising under this Agreement, or Tacoma's failure to review, revise, approve or comment upon any matter arising under this Agreement, shall not in any way (a) relieve or release City from any of its obligations arising under this Agreement, or (b) subject Tacoma to any liability with respect to such matter.

24.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflict of laws of such state). Except with respect to a lawsuit or judicial action or proceeding commenced by a third party in another jurisdiction and subject to Exhibit B, the Parties will (a) agree that any lawsuit, judicial action or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington, in and for the County of Pierce, or the United States District Court for the Western District of Washington in Tacoma; (b) waive any objection to the laying of venue of any such suit, action or proceeding; and (c) irrevocably submit to the jurisdiction of any such court in any such lawsuit, judicial action or proceeding.

24.6 Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense or form. References containing terms such as "hereof," "herein," "hereto," "hereinafter" and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Agreement taken as a whole. "Includes" or "including" shall not be deemed limited by the specific enumeration of items, but shall be deemed without limitation. The term "or" is not exclusive. The headings contained in this Agreement are included solely for the convenience of the Parties. Accounting terms used but not defined herein have the meanings given to them under generally accepted accounting principles in the United States consistently applied throughout the specified period and in the immediately prior comparable period. The term "day" means a calendar day unless otherwise specified as a "business day"; a business day means a day, other than a Saturday or Sunday or public holiday, on which banks are generally open for business in Pierce County, Washington.

24.7 Any provisions of this Agreement prohibited or rendered unenforceable by Applicable Law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. In such event, the remainder of this Agreement will remain valid and enforceable. Upon such determination that any term or other provision is prohibited or rendered unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated under this Agreement are fulfilled to the greatest extent possible.

24.8 This Agreement may be amended only by an instrument in writing executed by the Parties that expressly refers to this Agreement and states that it is an amendment hereto. This Agreement constitutes the entire agreement between the Parties and supersedes all other prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by both Parties. If a Party becomes aware of a conflict between this Agreement and any other agreement in place between such Party and any Person, it will promptly notify such other Party, and the Parties will work in good faith to resolve the conflict.

24.9 Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture, between the Parties. Neither Party shall enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name of or otherwise on behalf of the other Party. This Agreement shall create no rights, responsibilities and/or obligations in, to or from any Persons other than Tacoma and City.

24.10 Sections 13,14,16,17,18, 20, 24.5 and all other terms and conditions of this Agreement that must be reasonably construed to survive the expiration or termination of this Agreement in order to give full force and effect to the intent of the Parties as set forth herein shall survive the expiration or termination of this Agreement, regardless of whether such survival is expressly specified herein.

24.11 This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

24.12 This Agreement has been negotiated on an arm's-length basis by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Dated this _____ day of _____, 2014.

City of Tacoma

City of Auburn

Department of Public Utilities
Water Division

Linda A. McCrea
Water Superintendent

Nancy Backus
Mayor

Approved as to form:

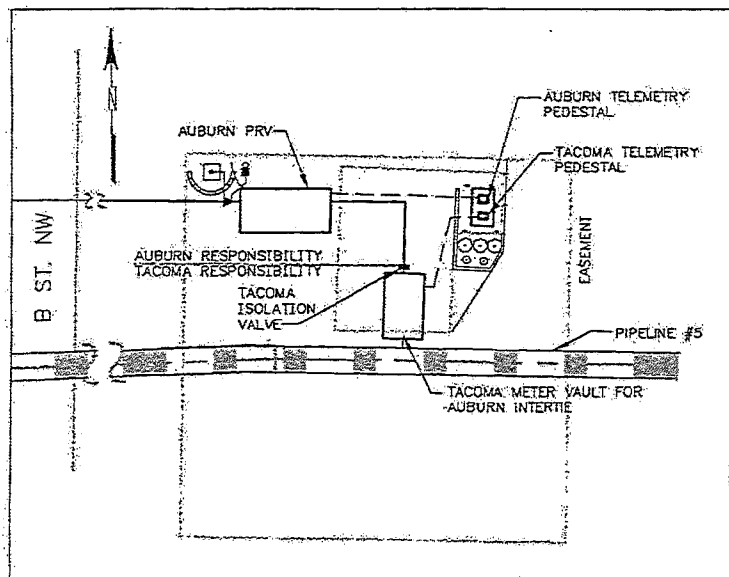
Approved as to form:

EXHIBIT "A"

WHOLESALE SERVICE CONNECTIONS SPECIFICATIONS

Intertie Location	Connection	Meter	Static Elevation (ft)		Operating Pressure (psi)		Flow Capacity (gpm)	Flow Capacity (mgd)
	Size	Size	Tacoma	Auburn	Tacoma	Auburn	To/From Utility	To/From Utility
Tacoma Water Pipeline 5 at 3200 "B" St. NW Auburn, WA (STA 765+05)	12"	6"	894 (NGVD29)	253 (NAVD88)	309	80	2,200	3.2
Tacoma Water Pipeline 5 at 29600 132 nd Ave SE, Kent, WA (STA 933+00)	12"	8"	894 (NGVD29)	579 (NAVD88)	173	80	4,500 (PRV 2,200)	6.5 (PRV 3.2)

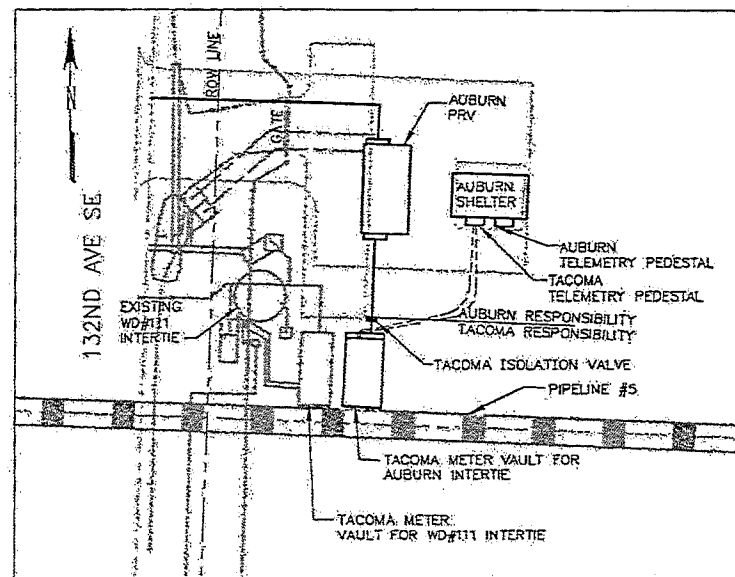
Note: For connection specific elevations remember the NGVD29 (Tacoma) Datum is 3.47 feet higher than the NAVD88 (Auburn) Datum.



STA 765+05

3200 B ST NW, AUBURN, WA

SCALE: N.T.S.



STA 933+00

29600 132nd AVE. SE, KENT, WA

SCALE: N.T.S.

Exhibit B

Dispute Resolution Procedures

The following procedures shall govern the resolution of any dispute arising under the Wholesale Water Supply Agreement dated _____ (the "Agreement") between the Parties that cannot be resolved by good-faith negotiations between the Parties, unless the Parties mutually agree to use different procedures to resolve a specific dispute by executing a document setting forth such different procedures. The Parties agree that these dispute resolution procedures are intended to be used in conjunction with and governed by Chapter 4.48 RCW, and both Parties hereby waive their right to a trial by jury for any dispute arising under the Agreement.

1. The Party that believes that continued good-faith negotiations will not produce a resolution of the issue or issues that are the subject of such negotiations will notify the other Party in writing that it is invoking the dispute resolution procedures of this Exhibit B.
2. Within twenty (20) days of the date of such notice invoking the dispute resolution procedures of this Exhibit B, the Parties shall meet and select an individual to recommend to the court as referee of the dispute resolution process in accordance with RCW 4.48.020. The Parties shall select an individual who is qualified as a juror as provided by statute, is competent as a juror between the Parties, is a duly admitted and practicing attorney, and has experience presiding over civil litigation of contract disputes. The Parties will use the following procedure to select the recommended referee:
 - 2.1 Each Party will make a list of three individuals that are qualified pursuant to Paragraph 2 to serve as referee and exchange such list with the other Party. If the Parties agree upon a person from either list, or if both Parties list the same person, that person will be the recommended referee.
 - 2.2 If the Parties are unable to agree upon a referee after exchanging their respective lists, they will make a joint list setting forth all six candidates from the two lists.
3. Upon the selection of the recommended referee, or the creation of the joint list pursuant to Subparagraph 2.2 of this Exhibit B, the Party that invoked the dispute resolution procedures shall file a complaint, in the superior court of the appropriate county as set forth in Section 24.5 of the Agreement, setting forth the issue or issues in dispute, and the other Party shall file an answer to such complaint. Not later than twenty (20) days after the filing of the answer, the Parties shall jointly file a motion, with the Agreement (including this Exhibit B) attached, with the court requesting an order of reference that:

- 3.1 Directs that the issue or issues raised by the complaint and answer be resolved pursuant to Chapter 4.48 RCW by reference to a referee;
- 3.2 Appoints, pursuant to RCW 4.48.020, either the recommended referee selected by the Parties pursuant to Subparagraph 2.1 of this Exhibit B, or a single referee from the joint list prepared pursuant to Subparagraph 2.2 of this Exhibit B; and
- 3.3 Directs the referee to conduct the proceeding in accordance with the procedures set out in Paragraphs 4-10 of this Exhibit B.
4. In accordance with RCW 4.48.060, the Parties hereby waive their rights to discovery and cross-examination, and direct that the proceeding be conducted in the same manner as a motion for summary judgment as follows:
 - 4.1 The Parties shall present their respective positions by written briefs and affidavits, and without testimonial evidence or cross-examination;
 - 4.2 Oral argument will be conducted before the referee; and
 - 4.3 The burdens of proof and persuasion that pertain in a civil trial shall apply, rather than those that apply to motions for summary judgment.
5. After appointment of the referee, the Parties shall endeavor in good faith to prepare for the referee a joint statement of facts and the questions to be decided in the proceeding. In the absence of an agreed-to joint statement of facts and questions to be decided, each Party may include its own statement of facts and questions to be decided in its initial brief.
6. Within ninety (90) days after the submission of the joint statement of facts and questions to be decided, or within ninety (90) days after the appointment of the referee if the Parties cannot agree to a joint submission of facts and questions to be decided, each Party shall submit to the referee a one-page statement of the proposed resolution and/or award it seeks for each issue in dispute, and its initial brief. The statement and initial brief (excluding any attached affidavits or evidentiary documents) shall not exceed fifty (50) 8½" x 11" double-spaced pages with 1½-inch margins and 12-point typeface. The statement and initial brief shall be filed simultaneously by e-mail and regular mail with the referee and opposing Party.
7. Within thirty (30) days after the date the Parties filed their initial briefs, the Parties shall file their respective reply briefs with the referee and the opposing Party. The reply briefs (excluding any attached affidavits or evidentiary documents) shall not exceed twenty-five (25) 8½" x 11" double-spaced pages with 1½-inch margins and 12-point typeface. The reply briefs shall be filed simultaneously by e-mail and regular mail with the referee and opposing Party.

8. After the reply briefs have been filed, if the referee deems that additional responses are needed, then the referee may request that the Parties file a supplemental brief only as to those specific matters or questions raised by the referee. Such supplemental briefs shall be limited to fifteen (15) 8½" x 11" double-spaced pages with 1½-inch margins and 12-point typeface, and shall be filed at such time requested by the referee. Any such supplemental briefs shall be filed simultaneously by e-mail and regular mail upon the referee and opposing Party.
9. When all briefs have been filed, the referee will schedule oral argument on the issue or issues in dispute.
10. After the completion of oral argument, the referee will prepare his or her proposed report in accordance with RCW 4.48.70 and shall provide a copy of the proposed report to the Parties, who shall have the right to suggest changes and modifications to the proposed report, all in accordance with RCW 4.48.110. The referee will file the final report with the court within twenty (20) days of the completion of the process under RCW 4.48.110.
11. Either Party may move the court to modify or set aside, in whole or in part, the final report of the referee. If the court modifies or sets aside, in whole or in part, the final report of the referee and makes another reference, then this Exhibit B shall also apply to such reference.
12. Each Party shall be responsible for its own costs of the dispute resolution process (including any judicial proceedings), and the Parties shall each pay one-half of the other costs of the dispute resolution proceeding, including the fees of the referee. The fees of the referee shall be established in accordance with RCW 4.48.100.



AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5103

Date:
September 22, 2014

Department:
Finance

Attachments:
[Resolution No. 5103](#)

Budget Impact:
\$0

Administrative Recommendation:

City Council adopt Resolution No. 5103.

Background Summary:

In July 2014, Council approved a budget amendment that included \$125,000.00 for the Auburn Municipal Airport T Hangar Enclosure project. Final estimates of the cost for the project now exceed \$200,000.00. The Airport Fund does not have the additional funding available to complete the project. The Capital Improvements Fund has sufficient funds from which to transfer funds in an amount not to exceed \$200,000.00, in order to cover the additional cost of the project. An interfund loan will cover the additional project cost, and will be repaid with interest over a five-year period, with new revenues generated from rentals for the enclosed hangars being pledged to the repayment.

Reviewed by Council Committees:

Municipal Services

Councilmember: Peloza

Staff: Coleman

Meeting Date: October 6, 2014

Item Number: RES.C

RESOLUTION NO. 5 1 0 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE TRANSFER OF FUNDS FOR THE PURPOSE OF MAKING A LOAN OR LOANS FROM THE CAPITAL IMPROVEMENTS FUND TO THE AIRPORT FUND FOR UP TO A FIVE-YEAR PERIOD OF TIME

WHEREAS, in July 2014 the City Council authorized a budget amendment that included funding for the Auburn Municipal Airport T Hangar Enclosure Project in the amount of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00); and

WHEREAS, the estimated cost of the Auburn Municipal Airport T Hangar Enclosure Project has increased; and

WHEREAS, revenues in the Airport Fund are limited in nature; and

WHEREAS, there are insufficient funds available in the Airport Fund to cover the revised cost of the Auburn Municipal Airport T Hangar Enclosure Project; and

WHEREAS, the Capital Improvements Fund has sufficient funds from which to transfer funds in an amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for the purpose of making loans to cover the cost of the Auburn Municipal Airport T Hangar Enclosure Project for the Airport Fund (Fund No. 435); and

WHEREAS, in the event a loan is made from the Capital Improvements Fund (Fund No. 328) to the Airport Fund (Fund No. 435) as provided above, the loan shall bear interest at the State of Washington pool rate; and

WHEREAS, the repayment of the loan, including principal and interest, would be made using new revenues from the enclosed hangars pledged to the repayment.

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

Section 1. Purpose. Authorization is hereby given for the transfer of funds from the Capital Improvements Fund to the Airport Fund, to cover the cost of the Auburn Municipal Airport T Hangar Enclosure Project, in an amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for the purpose of making a loan bearing interest at the Washington State pool rate.

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

DATED and SIGNED this _____ day of _____, 2014.

NANCY BACKUS, MAYOR

ATTEST:

Danielle Daskam
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid
City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5104

Date:

September 29, 2014

Department:

Community Development
& Public Works

Attachments:

[Resolution No. 5104](#)
[Attachment A to Resolution No. 5104](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5104.

Background Summary:

In 2012, the Pierce County Countywide Planning Policies (CPPs) amendments consistent with Puget Sound Regional Council's Vision 2040 became effective. Auburn ratified the amendments November 2011. When those amendments were sent to Washington State Department of Commerce for review by Pierce County (as required by RCW), Commerce commented on the Urban Growth Area (UGA) and Annexation policies recommending that Pierce County relook at those to be consistent with state law. There have also been Growth Management Hearings Board decisions as well as a Superior Court decision involving the City of Bonney Lake that clearly determine how urban growth areas are to be expanded consistent with the Growth Management Act.

In 2013 when Pierce County was amending its Comprehensive Plan to be consistent with the CPPs, the Pierce County Regional Council (PCRC) considered an amendment that would have amended Pierce County's comprehensive plan policies and required a county-wide need for growth capacity prior to allowing an Urban Growth Area expansion, rather than allowing for an individual jurisdiction to expand based on individual capacity need. This amendment would have made Pierce County's comprehensive plan consistent with the already adopted CPPs (the 2012 effective version). At that time, some PCRC members were concerned with this limitation for individual jurisdictions and did not take action on Pierce County's comprehensive plan amendment and remanded the issued back to Growth Management Coordination Committee (GMCC) for consideration.

After several months of discussion, the GMCC recommended 3 options to the PCRC. Part of the GMCC recommendation also included the following:

- A terminology change from “urban service area” to “Potential Annexation Area”, similar to how King County designates areas to be annexed to cities
- An encouragement of joint planning agreements for existing areas affiliated with cities and towns
- Exploring and establishing financial incentives for annexation
- Limiting cities and towns to annex territory within their adopted PAA
- Joint grant funding opportunities
- Unincorporated islands as top priority for annexation

This was presented to the PCRC at their May 15, 2014 meeting. At the conclusion of the discussion, PCRC recommended approval of Option 3 which did not change the CPPs related to amendments and transitions but did amend the CPPs as noted above.

Amendments to the CPPs must be ratified by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population. Cities and towns have the option of passing an ordinance/resolution or if not in favor of the proposal passing a resolution in opposition. If no action is taken by a jurisdiction within 180 days or by December 21, 2014 that is seen as approval.

The Planning and Community Development Committee reviewed the amended policies at their September 8, 2014 and September 22, 2014 meetings and recommended approval of Resolution No. 5104 to full City Council.

Reviewed by Council Committees:

Planning And Community Development, Public Works Other: Legal, Planning

Councilmember: Holman

Staff: Snyder

Meeting Date: October 6, 2014

Item Number: RES.D

RESOLUTION NO. 5104

A RESOLUTION OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY, THEREBY AMENDING THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES RELATED TO ANNEXATIONS AND URBAN GROWTH AREA EXPANSIONS

WHEREAS, on July 1, 1990, the Growth Management Act (the GMA) became effective (Chapter 36.70A Revised Code of Washington); and

WHEREAS, the Growth Management Act requires Counties, Cities, and Towns to plan for housing affordable to all economic segments of the population; and

WHEREAS, on January 31, 1995, the Pierce County Council passed Resolution R95-17 affirming the commitment of the County to continue discussions with other local jurisdictions to resolve implementation of the Growth Management Act; and

WHEREAS, the Pierce County Countywide Planning Policies are written policy statements which are to be used solely for establishing a countywide framework from which the County and Municipal comprehensive plans are developed and adopted; and

WHEREAS, the City participated in the amendment process and helped develop the proposed Pierce County Countywide Planning Policies through participation in Pierce County's Growth Management Coordinating Committee (GMCC), a staff level committee that reviews amendments to the Pierce County Countywide Planning Policies and makes recommendations to the Pierce County Regional Council (PCRC); and

WHEREAS, the Pierce County Regional Council recommended adoption of the proposed amendments to the Pierce County Countywide Planning Policies on May 15, 2014; and

WHEREAS, the Pierce County Council adopted Ordinance No. 2014-17s on June 24, 2014; and

WHEREAS, the Planning and Community Development Committee reviewed the amended policies at their September 8, 2014 meeting and made a recommendation to the full City Council at their September 22, 2014 meeting; and

WHEREAS, amendments to the Pierce County Countywide Planning Policies must be adopted through amendment of the original interlocal agreement or by a new interlocal agreement ratified by 60 percent of member jurisdictions in Pierce County representing 75 percent of the total population; and

WHEREAS, an interlocal agreement titled "Amendments to the Pierce County Countywide Planning Policies" was developed for the purpose of implementing the recommended amendments.

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

Section 1. The amendments to the Pierce County Countywide Planning Policies are attached as Exhibit A to this Resolution.

Section 2. The Mayor is authorized to execute the interlocal agreement for the purpose of amending the Pierce County Countywide Planning Policies in accordance with the requirements of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

Section 3. That a copy of the resolution and signed interlocal agreement authorizing approval shall be provided to Pierce County.

Section 4. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 5. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this _____ day of _____, 2014.

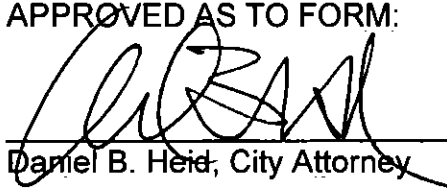
CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Sponsored by: Councilmembers Rick Talbert, Stan Flemming, Connie Ladenburg, and Dan Roach
Requested by: Executive/Planning and Land Services

ORDINANCE NO. 2014-17s

An Ordinance of the Pierce County Council Acknowledging its Approval of a Proposed Amendment to Incorporate Annexation Policies in the Pierce County Countywide Planning Policies as Recommended by the Pierce County Regional Council; Authorizing the Pierce County Executive to Execute Interlocal Agreements with the Cities and Towns of Pierce County to Ratify the Proposed Amendments; Amending Chapter 19D.240 of the Pierce County Code, "Pierce County Countywide Planning Policies," Upon Ratification; and Adopting Findings of Fact.

Whereas, the Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County Government (the County), and charged with responsibilities, including: Serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A. Revised Code of Washington [RCW]) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Pierce County Countywide Planning Policies (CPPs); and

Whereas, the CPPs are written policy statements which are to be used solely for establishing a countywide framework from which the County and municipal comprehensive plans are developed and adopted; and

Whereas, the framework is intended to ensure that the County and municipal comprehensive plans are consistent; and

Whereas, the County adopted its initial CPPs on June 30, 1992; and

Whereas, the Pierce County Growth Management Coordinating Committee (GMCC) is a technical subcommittee to the PCRC, and the GMCC includes staff representatives from the County and the cities and towns within Pierce County; and

Whereas, the PCRC, based upon the recommendation from the GMCC and its own discussions, recommended approval of the proposal at its October 17, 2013 meeting; and

1 **Whereas**, amendments to the CPPs must be adopted through amendment of the
2 original interlocal agreement or by a new interlocal agreement ratified by 60 percent of
3 member jurisdictions in Pierce County representing 75 percent of the total population;
4 and
5

6 **Whereas**, demonstration of ratification shall be by execution of an interlocal
7 agreement or the absence of a legislative action to disapprove a proposed amendment;
8 and
9

10 **Whereas**, an Interlocal Agreement entitled "Amendments to the Pierce County
11 Countywide Planning Policies" has been developed for this purpose, and is included as
12 Exhibit B to this Ordinance; and
13

14 **Whereas**, a jurisdiction shall be deemed as casting an affirmative vote if it has
15 not taken legislative action to disapprove a proposed amendment within 180 days from
16 the date the Pierce County Council formally authorizes the Pierce County Executive to
17 enter into an interlocal agreement; and
18

19 **Whereas**, when ratified by the necessary number of cities and towns, Section
20 19D.240 of the Pierce County Code (PCC), "Pierce County Countywide Planning
21 Policies", shall be amended by a subsequent ordinance of the County Council to
22 incorporate the recommended proposal; and
23

24 **Whereas**, the Pierce County Planning Commission, at its November 26, 2013,
25 regular public hearing, reviewed the proposed amendments to the CPPs and
26 recommended approval; and
27

28 **Whereas**, the Pierce County Environmental official has determined the proposal
29 is exempt from SEPA per WAC 197-11-800 (19); and
30

31 **Whereas**, after a properly noticed public hearing, the Community Development
32 Committee of the Pierce County Council considered oral and written testimony and
33 forwarded its recommendation to the full County Council; and
34

35 **Whereas**, the County Council held a public hearing on June 24, 2014, where oral
36 and written testimony was considered; and
37

38 **Whereas**, the County Council finds that it is in the public interest to authorize the
39 Pierce County Executive to execute the interlocal agreement; **Now Therefore**,
40

41 **BE IT ORDAINED by the Council of Pierce County:**
42

43 Section 1. The Pierce County Council acknowledges its approval of the
44 amendments to the CPPs recommended by the Pierce County Regional Council as set
45 forth in Exhibit A, which is attached hereto and incorporated herein by reference.
46

1 Section 2. The Pierce County Council authorizes the Pierce County Executive to
2 execute Interlocal Agreements as set forth in Exhibit B, which is attached hereto and
3 incorporated herein by reference, thereby ratifying the attached amendments to the
4 CPPs and amending Chapter 19D.240 of the Pierce County Code as recommended by
5 the Pierce County Regional Council.
6

7 Section 3. The Pierce County Council adopts Findings of Fact as shown in
8 Exhibit C, which is attached hereto and incorporated herein by reference.
9

10 PASSED this 24th day of June, 2014.
11

12 ATTEST:

PIERCE COUNTY COUNCIL

Pierce County, Washington

15 Denise D. Johnson
16

17 **Denise D. Johnson**

18 Clerk of the Council
19

Dan Roach
20

Dan Roach

Council Chair
21

Pat McCarthy
22

Pat McCarthy

Pierce County Executive
23

Approved ☒ Vetoed ☐, this

24 1 day of July,
25 2014.
26
27

28 Date of Publication of
29 Notice of Public Hearing: June 4, 2014
30

31 Effective Date of Ordinance: July 11, 2014
32

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8 Proposed Amendments
9 to the
10 Pierce County Countywide Planning Policies
11 Addressing
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13 **Potential Annexation Areas**
14 **and**
15 **Annexation**
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1
2 **COUNTYWIDE PLANNING POLICY ON URBAN GROWTH AREAS,**
3 **PROMOTION OF CONTIGUOUS AND ORDERLY DEVELOPMENT**
4 **AND PROVISION OF URBAN SERVICES TO SUCH DEVELOPMENT**
5

6 **Background - Requirements of Growth Management Act**
7

8 The Washington State Growth Management Act has as planning goals the
9 encouragement of development in urban areas where adequate public facilities and
10 services exist or can be provided in an efficient manner [RCW 36.70A.020(1)], the
11 reduction of sprawl (*i.e.*, the inappropriate or premature conversion of undeveloped land
12 into low-density development) [RCW 36.70A.020(2)], and the provision of adequate public
13 facilities and services necessary to support urban development at the time the
14 development is available for occupancy and use (without decreasing current service levels
15 below locally established minimum standards) [RCW 36.70A.020(12)] as planning goals.
16

17 The Growth Management Act further requires (1) that the County designate an "urban
18 growth area" (UGA) or areas within which urban growth shall be encouraged and outside
19 of which growth shall occur only if it is not "urban" in character; (2) that each municipality in
20 the County be included within an UGA; (3) that an UGA include territory outside of existing
21 municipal boundaries only if such territory is characterized by urban growth or is adjacent
22 to territory that is already characterized by urban growth. [RCW 36.70A.110(1); for
23 definition of "urban growth" see RCW 36.70A.030(17).]
24

25 The designated UGAs shall be of adequate size and appropriate permissible densities so
26 as to accommodate the urban growth that is projected by the State Office of Financial
27 Management to occur in the County for the succeeding 20-year period. While each UGA
28 shall permit urban densities, it shall also include greenbelt and open space areas [RCW
29 36.70A.110(2)].
30

31 As to the timing and sequencing of urban growth and development over the 20-year
32 planning period, urban growth shall occur *first* in areas already characterized by urban
33 growth that have existing public facility and service capacities to service such
34 development, *second* in areas already characterized by urban growth that will be served
35 by a combination of both existing public facilities and services and any additional needed
36 public facilities and services that are provided by either public or private sources [RCW
37 36.70A.110(3)]. Urban government services shall be provided primarily by cities, and it is
38 not appropriate that urban governmental services be extended to or expanded in rural
39 areas except in those limited circumstances shown to be necessary to protect basic public
40 health and safety and environment, and when such services are financially supportable at
41 rural densities and do not permit urban development [RCW 36.70A.110(4)].
42

43 The Growth Management Act Amendments expressly require that countywide planning
44 policies address the implementation of UGA designations [RCW 36.70A.210(3)(a)], the
45 promotion of contiguous and orderly development, the provision of urban services to such
46 development [RCW 36.70A.210(3)(b)], and the coordination of joint county and municipal
47 planning within UGAs [RCW 36.70A.210(3)(f)].

VISION 2040 Multicounty Planning Policies (MPPs)

VISION 2040 calls for a more efficient, sustainable, and strategic use of the region's land. It identifies urban lands as a critical component to accommodate population and employment growth in a sustainable way. VISION 2040 calls for directing development to the region's existing urban lands, especially in centers and compact communities, and limiting growth on rural lands. The Regional Growth Strategy found in VISION 2040 allocates 93 percent of the region's future population growth and 97 percent of its employment growth into the existing urban growth area. Cities are divided into four distinct groups: Metropolitan Cities, Core Cities, Large Cities, and Small Cities. An additional geography is Unincorporated Urban Growth Areas. VISION 2040 recognizes that unincorporated urban lands are often similar in character to cities they are adjacent to, calling for them to be affiliated with adjacent cities for joint planning purposes and future annexation.

VISION 2040 recognizes that compact development creates vibrant, livable, and healthy urban communities that offer economic opportunities for all, provide housing and transportation choices, and use our resources wisely. The Multicounty Planning Policies support the effective use of urban land and include provisions that address brownfield and contaminated site clean-up, the development of compact communities and centers with pedestrian-friendly, transit-oriented locations and a mix of residences, jobs, retail, and other amenities, and the siting of facilities and major public amenities in compact urban communities and centers.

VISION 2040 recognizes that centers provide easy access to jobs, services, shopping, and entertainment. With their mix of uses and pedestrian-friendly design, they can rely less on forms of transportation that contribute to air pollution and greenhouse gas emissions. VISION 2040 identifies 27 regional growth centers. These places play an important role as locations of the region's most significant business, governmental, and cultural facilities. The 18 cities that have one or more regional growth centers are expected to accommodate a significant portion of the region's residential growth (53 percent) and employment growth (71 percent).

VISION 2040 calls for local jurisdictions with regional growth centers to adopt housing and employment targets for each center. Eight regional manufacturing/industrial centers have also been designated. These are locations for more intensive commercial and industrial activity. Both regional growth centers and regional manufacturing/industrial centers are focal points for economic development and transportation infrastructure investments. Subregional centers, including downtowns in suburban cities and other neighborhood centers, also play an important role in VISION 2040's *Regional Growth Strategy*. These, too, are strategic locations for concentrating jobs, housing, shopping, and recreational opportunities. VISION 2040 calls for each of the region's cities to develop one or more central places as compact mixed-use hubs for concentrating residences, jobs, shops, and community facilities.

1 Urban services addressed in VISION 2040 include wastewater and stormwater systems,
2 solid waste, energy, telecommunications, emergency services, and water supply. An
3 overarching goal of VISION 2040 is to provide sufficient and efficient public services and
4 facilities in a manner that is healthy, safe, and economically viable. Conservation is a
5 major theme throughout VISION 2040. The Multicounty Planning Policies address
6 increasing recycling and reducing waste and encouraging more efficient use of water, low-
7 impact development techniques, and renewable and alternative energy. The Multicounty
8 Planning Policies also address siting of public facilities and the appropriateness and scale
9 of particular public services.

10
11 VISION 2040 calls for jurisdictions to invest in facilities and amenities that serve centers
12 and restrict urban facilities in rural and resource areas. The Multicounty Planning Policies
13 also discourage schools and other institutions serving urban residents from locating
14 outside the urban growth area.

15 16 **Principles of Understanding Between Pierce County and the Municipalities in Pierce** 17 **County**

18
19 While following the goals and regulations of the Growth Management Act, Pierce County
20 and the municipalities in Pierce County will strive to protect the individual identities and
21 spirit of each of our cities and of the rural areas and unincorporated communities.

22
23 Further agreements will be necessary to carry out the framework of joint planning adopted
24 herein. These agreements will be between the County and each city and between the
25 various cities.

26
27 The services provided within our communities by special purpose districts are of vital
28 importance to our citizens. Consistent with the adopted regional strategy, these districts
29 will be part of future individual and group negotiations under the framework adopted by the
30 County and municipal governments.

31
32 While the Growth Management Act defines sewer service as an urban service, Pierce
33 County currently is a major provider of both sewer transmission and treatment services.
34 The County and municipalities recognize that it is appropriate for the County and
35 municipalities to continue to provide sewer transmission and treatment services.

36
37 The County recognizes that unincorporated lands within UGAs are often Potential
38 Annexation Areas for cities. Although annexation is preferred, these are also areas where
39 incorporation of new cities could occur. The County will work with existing municipalities
40 and emerging communities to make such transitions efficiently. The identification of
41 "Potential Annexation Areas" (PAAs) is intended to serve as the foundation for future
42 strategies to annex areas within the urban growth area. A Potential Annexation Area refers
43 to an unincorporated area within the designated urban growth area which a city or town
44 has identified as being appropriate for annexation at some point in the future. A Potential
45 Annexation Area designation does not obligate a jurisdiction to annex an area within a
46 defined timeline. It is the County's authority, in consultation with cities and towns, to adopt
47 the urban growth area(s), and identify individual Potential Annexation Areas.

1
2 In order to promote logical, orderly, and systematic annexations of the urban growth
3 area(s), the County in partnership with cities and towns, should establish joint planning
4 agreements and annexation plans prior to expanding or adding to existing PAAs. Creation
5 of new PAAs prior to the annexation of existing PAAs may directly impact Pierce County
6 government and its service obligations, and may undermine the transition of existing
7 unincorporated lands into cities and towns.

8
9 The County encourages cities and towns to annex land within its respective PAAs. The
10 County recognizes cities and towns may not have a financial incentive to annex areas that
11 will require more expenditures than the revenue produced through property or sales tax.
12 Jurisdictions need to be creative in identifying potential financial incentives, in addition to
13 establishing partnerships to overcome the financial obstacles. As a means to allocate
14 resources, the County should prioritize the PAAs, with the highest being unincorporated
15 "islands" between cities and towns. Pierce County shall support future annexations for
16 areas in which a joint planning agreement exists between the County and appropriate city
17 or town.

18
19 At the same time, annexations and incorporations have direct and significant impacts on
20 the revenue of County government, and therefore, may affect the ability of the County to
21 fulfill its role as a provider of certain regional services. The municipalities will work closely
22 with the County to develop appropriate revenue sharing and contractual services
23 arrangements that facilitate the goals of GMA.

24
25 The Countywide Planning Policies are intended to be the consistent "theme" of growth
26 management planning among the County and municipalities. The policies also spell out
27 processes and mechanisms designed to foster open communication and feedback among
28 the jurisdictions. The County, and the cities and towns, will adhere to the processes and
29 mechanisms provided in the policies.

30 31 **Growth Targets**

32
33 The Regional Growth Strategy set forth in VISION 2040 provides guidance for the
34 distribution of future population and employment growth through the year 2040 within the
35 Central Puget Sound Region. This strategy, in combination with the Office of Financial
36 Management's population forecasts, provides a framework for establishing growth targets
37 consistent with the requirements of the Growth Management Act. Consistent with VISION
38 2040, these growth targets are the *minimum* number of residents, housing units, or jobs a
39 given jurisdiction is planning to accommodate within the appropriate planning horizon and
40 are informational tools integrated into local land use plans to assist in formulating future
41 residential and employment land needs. These targets are to be developed through a
42 collaborative countywide process that ensures all jurisdictions are accommodating a fair
43 share of growth.

44
45 Achievement of the future envisioned by VISION 2040 will be challenging. Jurisdictions in
46 some regional geographies will likely be planning for growth targets that are above or
47 below the policy direction set by the Regional Growth Strategy because they are on a

front- or back-loaded growth trajectory toward 2040. In other regional geographies, recent growth has been at such significant odds with the policy direction set by the Regional Growth Strategy (such as recent growth in unincorporated urban Pierce County from 2000 to 2007 has already accounted for more than half of the 40-year growth allocation), that the 2040 goal will likely be exceeded. In such cases, jurisdictions are asked to set growth targets as close to VISION 2040 as reasonably possible in an effort to "bend the trend" of future growth to more closely conform to the Regional Growth Strategy. If a jurisdiction's adopted target is lower or higher than expected from a straight-line application of the Regional Growth Strategy, certification by the Puget Sound Regional Council (PSRC) will be based on the actions and measures taken or proposed to be put in place to bend the trend, not just on an assessment of the adopted targets.

It is recognized that some of the urban growth areas in existence prior to the adoption of VISION 2040 may contain more potential housing and employment capacity based upon zoning, allowed density, land division patterns, and other factors than is needed to accommodate the growth target of the associated geography. In many cases, these urban growth areas have been in existence for a decade or more, contain existing development patterns, which are urban in character, and are served by sanitary sewer and other urban infrastructure. These areas are largely expected to remain within the urban growth area consistent with their urban character. Expansion of the urban growth area boundaries that do not comply with provisions in the Amendments and Transition section of these policies is acknowledged to be inconsistent with CPPs and is strongly discouraged.

Centers

Centers are to be areas of concentrated employment and/or housing within UGAs which serve as the hubs of transit and transportation systems. Centers and connecting corridors are integral to creating compact urban development that conserves resources and creates additional transportation, housing, and shopping choices. Centers are an important part of the regional strategy (VISION 2040) for urban growth and are required to be addressed in the Countywide Planning Policies. Centers will become focal points for growth within the County's UGA and will be areas where public investment is directed.

Centers are to:

- be priority locations for accommodating growth;
- strengthen existing development patterns;
- promote housing opportunities close to employment;
- support development of an extensive multimodal transportation system which reduces dependency on automobiles;
- reduce congestion and improve air quality; and
- maximize the benefit of public investment in infrastructure and services.

VISION 2040, the adopted regional growth strategy, identifies several centers as an integral feature for accommodating residential and employment growth. The strategy describes Regional Growth Centers, and other centers that may be designated through

1 countywide processes or locally. Regional Growth Centers once regionally designated are
2 located either in Metropolitan Cities, or in Core Cities. VISION 2040 also identifies
3 Manufacturing/Industrial Centers, which consist primarily of manufacturing and industrial
4 uses. Pierce County has five Regional Growth Centers and two Manufacturing/Industrial
5 Centers that have been adopted into the regional growth strategy. Pierce County Regional
6 Growth Centers are located in Tacoma, which is a Metropolitan City, and in Lakewood and
7 Puyallup, which are Core Cities.

8
9 Regional Growth Centers in the Metropolitan City

10 Tacoma Central Business District

11 Tacoma Mall

12
13 Regional Growth Centers in Core Cities

14 Lakewood

15 Puyallup Downtown

16 Puyallup South Hill

17
18 Currently there are no designated Countywide Centers.

19
20 Manufacturing/Industrial Centers are areas where employee- or land-intensive uses will be
21 located. These centers differ from Regional Growth Centers in that they consist of an
22 extensive land base and the exclusion of non-manufacturing or manufacturing-supportive
23 uses is an essential feature of their character. These areas are characterized by a
24 significant amount of manufacturing, industrial, and advanced technology employment
25 uses. Large retail and non-related office uses are discouraged. Other than caretakers'
26 residences, housing is prohibited within Manufacturing/Industrial Centers. However, these
27 centers should be linked to high density housing areas by an efficient multimodal
28 transportation system. The efficiency of rail and overland freight to markets is the critical
29 element for manufacturers and industries located in these centers.

30
31 The designated Manufacturing/Industrial Centers, within Pierce County are as follows:

32
33
34 Manufacturing / Industrial Centers

35 Frederickson

36 Port of Tacoma

37
38 Within Pierce County, a limited number of additional centers may be designated through
39 amendment of the Countywide Planning Policies consistent with the process below.

40
41 Designated centers may vary substantially in the number of households and jobs they
42 contain today. The intent of the Countywide Planning Policies is that Regional Growth
43 Centers become attractive places to live and work, while supporting efficient public
44 services such as transit and being responsive to the local market for jobs and housing.

45
46 The Countywide Planning Policies establish target levels for housing and employment
47 needed to achieve the benefit of a center. Some centers will reach these levels over the

next twenty years, while for others the criteria set a path for growth over a longer term, providing capacity to accommodate growth beyond the twenty year horizon.

County-Level Centers Designation Process

The County and any municipality in the County that is planning to include a Metropolitan City Center, Regional Growth Center, Countywide Center or Manufacturing / Industrial Center within its boundaries shall specifically define the area of such center within its comprehensive plan. The comprehensive plan shall include policies aimed at focusing growth within the center and along corridors consistent with the applicable criteria contained within the Countywide Planning Policies. The County or municipality shall adopt regulations that reinforce the center's designation.

No more often than once every two years, the Pierce County Regional Council (PCRC) shall invite jurisdictions with centers already adopted in their comprehensive plan that seek to be designated as centers in the Countywide Planning Policies to submit a request for such designation. Said request shall be processed in accordance with established procedures for amending the Countywide Planning Policies.

Each jurisdiction seeking to have a center designated in the Countywide Planning Policies shall provide the PCRC with a report demonstrating that the proposed center meets the minimum criteria for designation together with a statement and map describing the center, its consistency with the applicable Countywide Planning Policies, and how adopted regulations will serve the center.

Transit services shall be defined in the broadest sense and shall include local and regional bus service, rail where appropriate, vanpool, carpool, and other transportation demand measures designed to reduce vehicle trips.

The minimum designation criteria to establish a candidate center by type are as follows:

Metropolitan City Center

Area: up to 1-1/2 square miles in size;
Capital Facilities: served by sanitary sewers;
Employment: a minimum of 25 employees per gross acre of non-residential lands with a minimum of 15,000 employees;
Population: a minimum of ten households per gross acre; and
Transit: serve as a focal point for regional and local transit services.

Regional Growth Center

Area: up to 1-1/2 square miles in size;
Capital Facilities: served by sanitary sewers;
Employment: a minimum of 2,000 employees;
Population: a minimum of seven households per gross acre; and
Transit: serve as a focal point for regional and local transit services.

Countywide Center

Area: up to one square mile in size;

Capital Facilities: served by sanitary sewers;

Employment: a minimum of 1,000 employees;

Population: a minimum of 6 households per gross acre; and

Transit: serve as a focal point for local transit services.

Manufacturing / Industrial Center

Capital Facilities: served by sanitary sewers;

Employment: a minimum of 7,500 jobs and/or 2,000 truck trips per day; and

Transportation: within one mile of a state or federal highway or national rail line.

The minimum criteria report and statement shall be reviewed by the Growth Management Coordinating Committee (GMCC) for consistency with Countywide Planning Policies, the Transportation Coordination Committee (TCC) for consistency with transportation improvements plans of WSDOT, and with Pierce Transit's comprehensive plan. The coordinating committees shall provide joint recommendation to the PCRC.

Once included in the Countywide Planning Policies, the jurisdiction where a center is located may go on to seek regional designation of the center from the Puget Sound Regional Council (PSRC) in accordance with its established criteria and process.

In order to be designated a Regional Growth Center the center should meet the regional criteria and requirements including those in VISION 2040, the regional growth, economic and transportation strategy as may be amended and designated by the Puget Sound Regional Council.

After county-level designation occurs within the Countywide Planning Policies and until regional-level designation by the PSRC occurs the center shall be considered a "candidate" Regional Growth Center.

Each jurisdiction which designates a Regional Growth Center shall establish 20-year household and employment growth targets for that Center. The expected range of targets will reflect the diversity of the various centers and allow communities to effectively plan for needed services. The target ranges not only set a policy for the level of growth envisioned for each center, but also for the timing and funding of infrastructure improvements. Reaching the target ranges will require careful planning of public investment and providing incentives for private investments.

Three candidate regional centers have been included into the Countywide Planning Policies. One of the candidate centers is a Regional Growth Center and the other two candidate centers are an Industrial/Manufacturing Center.

Candidate Regional Centers

University Place – Candidate Regional Growth Center

South Tacoma – Candidate Industrial/Manufacturing Center

Sumner-Pacific – Candidate Industrial/Manufacturing Center

Urban Growth Outside of Centers

A variety of urban land uses and areas of growth will occur outside of designated centers but within the UGA. Local land use plans will guide the location, scale, timing, and design of development within UGAs. The UGA will be where the majority of future growth and development will be targeted. Development should be encouraged which complements the desired focus of growth into centers and supports a multimodal transportation system. For example, policies which encourage infill and revitalization of communities would help to achieve the regional and statewide objectives of a compact and concentrated development pattern within urban areas. The Countywide Planning Policies provide guidance for development and the provision of urban services to support development within the UGA.

Satellite Cities and Towns

The cities and towns in the rural areas are a significant part of Pierce County's diversity and heritage. They have an important role as local trade and community centers. These cities and towns are the appropriate providers of local rural services for the community. They also contribute to the variety of development patterns and housing choices within the county. As municipalities, these cities and towns provide urban services and are located within the County's designated UGA. The urban services, residential densities and mix of land uses may differ from those of the large, contiguous portion of the UGA in Pierce County.

Countywide Planning Policy

UGA-1. The County shall designate the countywide urban growth area and Potential Annexation Areas within it, in consultations between the County and each municipality.

1.1 County referral of proposed urban growth area and Potential Annexation Area designations to the Pierce County Regional Council (PCRC).

1.1.1 The PCRC may refer the proposed designations to the Growth Management Coordinating Committee (GMCC), or its successor entity for technical advice and for a report.

1.1.2 The PCRC may conduct public meetings to review the proposed designation and, at such meetings, may accept oral or written comments and communications from the public.

1.1.3 At the conclusion of its review and analysis, the PCRC shall make a recommendation to the County and to the municipalities in the County.

1.2 Once adopted by the County, the urban growth area and Potential Annexation Area(s) designations shall not be changed except in

accordance with the Countywide Policy on "Amendments and Transition."

1.2.1 A jurisdiction shall not be required to modify existing urban growth area boundaries or Potential Annexation Areas in order to reduce the residential or employment capacity to conform to adopted growth targets reflecting VISION 2040's Regional Growth Strategy. Jurisdictions shall, however, consider the adopted growth targets when updating their local comprehensive plans.

1.2.2 Growth targets are the minimum number of residents, housing units, or jobs a given jurisdiction is planning to accommodate within the appropriate planning horizon and are to be developed through a collaborative countywide process that ensures all jurisdictions are accommodating a fair share of growth. These targets are informational tools integrated into local land use plans to assist in formulating future residential and employment land needs.

UGA-2. The following specific factors and criteria shall dictate the size and boundaries of urban growth areas:

2.1 Size

2.1.1 Urban growth areas must be of sufficient size to accommodate the urban growth projected to occur over the succeeding 20-year planning period taking into account the following:

- a. land with natural constraints, such as critical areas (environmentally- sensitive land);
- b. agricultural land to be preserved;
- c. greenbelts and open space;
- d. New Fully Contained Communities pursuant to RCW § 36.70A.350;
- e. maintaining a supply of developable land sufficient to allow market forces to operate and precluding the possibility of a land monopoly but no more than is absolutely essential to achieve the above purpose;
- f. existing projects with development potential at various stages of the approval or permitting process (i.e., the "pipeline");
- g. land use patterns created by subdivisions, short plats or large lot divisions;
- h. build-out of existing development and areas which are currently only partially built out;
- i. follow existing parcel boundary lines.

2.1.2 The County, and each municipality in the County, shall cooperatively develop and propose objective standards and criteria

1 to disaggregate the State Office of Financial Management's
2 Countywide growth forecasts and VISION 2040 Regional Growth
3 Strategy forecasts for the allocation of projected population to the
4 County and municipalities, taking into account the availability and
5 concurrency of public facilities and services with the impact of
6 development, as well as the VISION 2040 Regional Growth
7 Strategy.
8

9 2.1.3 The County shall use a consistent countywide targeting process for
10 allocating population and employment growth consistent with the
11 regional vision, including establishing:

- 12 a. local employment targets,
13 b. local housing targets based on population projections, and
14 c. local housing and employment targets for each designated
15 regional growth center.
16

17 2.2 Boundaries
18

19 2.2.1 The following shall be considered in determining the location of
20 urban growth area boundaries:

- 21 a. geographic, topographic, and manmade features;
22 b. public facility and service availability, limits and extensions;
23 c. jurisdictional boundaries including special improvement
24 districts;
25 d. location of designated natural resource lands and critical
26 areas;
27 e. avoidance of unserviceable islands of County land surrounded
28 by other jurisdictional entities;
29 f. destination 2030 urban/rural line and PSCAA burn ban line.
30

31 *Phasing of Development within the Urban Growth Area*
32

33 2.3 The County and each municipality in the County shall seek to direct
34 growth as follows:

- 35 a. first to cities and towns, centers and urbanized areas with existing
36 infrastructure capacity;
37 b. second to areas that are already urbanized such that infrastructure
38 improvements can be easily extended; and
39 c. last to areas requiring major infrastructure improvements.
40

41 2.3.1 Capital facilities plans shall identify existing, planned, and future
42 infrastructure needs within Urban Growth Areas.

43 2.3.2 The County and each municipality in the County should identify
44 appropriate levels of service and concurrency standards that
45 address schools, sewer, water, and parks.

2.3.3 The County and each municipality in the County shall identify appropriate levels of service and multimodal concurrency standards that address roads.

2.4 The urban growth area in unincorporated portions of the County shall be limited to the following:

2.4.1 build-out of existing partially developed areas with urban services;

2.4.2 new fully contained communities;

2.4.3 redevelopment corridors.

2.5 The County's urban growth area may be extended to allow for build-out of newly developed areas only if development capacity within Potential Annexation Areas and growth in the areas identified in Policy 2.4 is determined to be inadequate to meet total population and employment projections consistent with the other policies set forth herein.

2.6 Encourage efficient use of urban land by maximizing the development potential of existing urban lands, such as advancing development that achieves zoned density.

2.7 The urban growth area in existence prior to the adoption of VISION 2040 may contain capacity beyond that needed to accommodate the growth target per regional geography for the succeeding 20-year planning period based upon existing zoning designations, allowed density, existing land division patterns, and similar factors. It is permissible for such areas to continue to be designated as urban growth areas. Expansion of these urban growth area boundaries is acknowledged to be inconsistent with the CPPs and strongly discouraged if the urban growth area expansion is not in accordance with policy AT-2.3.

UGA-3. Potential annexation areas shall be designated through the Pierce County Comprehensive Plan in consultation with cities and towns.

3.1 A city or town shall first identify a Potential Annexation Area(s) within its respective Comprehensive Plan;

3.2 Potential Annexation Area boundaries shall be determined with consideration for the following additional factors;

3.2.1 the VISION 2040 document, including Multicounty Planning Policies;

3.2.2 the carrying capacity of the land considering natural resources, agricultural land and environmentally-sensitive lands;

3.2.3 population, housing, and employment projections;

3.2.4 financial capabilities and urban services capacities;

- 3.2.5 consistency and compatibility with neighborhood, local and regional plans;
- 3.2.6 the existing land use and subdivision pattern;
- 3.2.7 property access and ownership.

3.3 Potential Annexation Areas should not overlap or leave unincorporated urban islands between cities and towns.

3.3.1 Future requests to establish a new Potential Annexation Area shall not result in an overlap with an existing Potential Annexation Area or create islands between cities and towns.

3.3.2 Cities and towns with existing Potential Annexation Area overlaps should work toward resolving the existing overlaps.

3.4 The urban service areas and satellite urban growth areas as designated through the Pierce County Comprehensive Plan as of June 30, 2013 shall be recognized as designated Potential Annexation Areas.

3.4.1 Urban service area designations approved by the Pierce County Council through its 2013 Comprehensive Plan Amendment Cycle shall be recognized as a Potential Annexation Area.

3.4.2 Boundaries of the Potential Annexation Areas should not split parcels. Efforts should be put forth to resolve split parcels prior to the initial designation of Potential Annexation Areas.

Annexation within the Urban Growth Area

UGA-4. Pierce County, in conjunction with its cities and towns, shall establish a strategy for future annexations within the urban growth area.

4.1 Annexation is preferred over incorporation within the urban growth area.

4.2 The Potential Annexation Areas as identified in the Pierce County Comprehensive Plan shall be the foundation to an annexation strategy.

4.2.1 Cities and towns are allowed to annex territory only within their adopted Potential Annexation Area as identified in the Pierce County Comprehensive Plan.

4.2.2 Annexation of an area should be phased to coincide with a city or town's ability to coordinate the provision of a full range of urban services to the areas proposed for annexation.

4.3 The County and its cities and towns should proactively coordinate the annexation of unincorporated areas within the urban growth area that are within each respective city or town's Potential Annexation Area.

1 4.3.1 The County and each city and town should work towards the
2 establishment of annexation plans and joint planning agreements,
3 with an exception for lands associated with Joint Base Lewis
4 McChord and Camp Murray.
5

6 4.3.1.1 A joint planning agreement is to serve as a mechanism
7 where the County or a city can, prior to notice of
8 annexation, identify potential objections and resolutions.

9 4.3.1.2 An annexation plan should identify a potential schedule
10 for annexation of areas with a city or town.
11

12 4.3.2 The County should explore and implement financial incentives for
13 a city or town to annex areas associated with its respective
14 Potential Annexation Area.
15

16 4.3.2.1 Financial incentives may include the establishment of a
17 County level grant fund to assist in financial challenges a
18 city or town may have in annexing an area.

19 4.3.2.2 Financial incentives may include the elimination or
20 reduction in a fee associated with a County service to a
21 city or town in exchange for annexing an area.
22

23 4.3.3 The County, and cities and towns, should explore potential
24 partnerships in grant funding opportunities to overcome obstacles
25 associated with annexing specific areas.
26

27 4.3.4 Cities and towns should recognize the financial impacts
28 experienced by the County when annexation only encompasses
29 commercial or greenfield areas and avoids existing residential
30 development.
31

32 4.3.4.1 Cities and towns are encouraged to include a mix of
33 existing commercial, residential, and greenfield areas,
34 where appropriate, in future annexation proposals.
35

36 4.4 The County should prioritize the adopted Potential Annexation Areas for
37 annexation.
38

39 4.4.1 The County's highest priority should be Potential Annexation Areas
40 representing unincorporated "islands" between cities and towns;
41 and,

42 4.4.2 The County shall support annexation for areas in which a joint
43 planning agreement exists between the County and appropriate
44 city or town.
45

46 ***Note: The policy numbers/citations for all policies that follow will need to be***
47 ***changed.***

INTERLOCAL AGREEMENT

**AMENDMENTS TO THE PIERCE COUNTY
COUNTYWIDE PLANNING POLICIES**

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

BACKGROUND:

- A. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County. The organization is charged with responsibilities including: Serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
- B. The Pierce County Countywide Planning Policies provide for amendments to be adopted through amendment of the original interlocal agreement, or by a new interlocal agreement. The Pierce County Countywide Planning Policies may be amended upon the adoption of amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total Pierce County population as designated by the State Office of Financial Management at the time of the proposed ratification.
- C. A demonstration of ratification shall be by execution of an interlocal agreement or the absence of a legislative action to disapprove a proposed amendment.
- D. A jurisdiction shall be deemed as casting an affirmative vote if it has not taken legislative action to disapprove a proposed amendment within 180 days from the date the Pierce County Council formally authorizes the Pierce County Executive to enter into an interlocal agreement.
- E. The amendment incorporates new policies intended to provide a more coordinated annexation strategy for unincorporated urban areas adjacent to cities and towns.
- F. The Pierce County Regional Council recommended adoption of the proposed amendment on October 17, 2013.

1 | PURPOSE:

2 |
3 | This agreement is entered into by the cities and towns of Pierce County and Pierce
4 | County for the purpose of ratifying and approving the attached amendment to the Pierce
5 | County Countywide Planning Policies (Attachment).
6 |

7 | DURATION:

8 |
9 | This agreement shall become effective upon execution by 60 percent of the jurisdictions
10 | in Pierce County, representing 75 percent of the total Pierce County population as
11 | designated by the State Office of Financial Management at the time of the proposed
12 | ratification. This agreement will remain in effect until subsequently amended or repealed
13 | as provided by the Pierce County Countywide Planning Policies.
14 |

15 | SEVERABILITY:

16 |
17 | If any of the provisions of this agreement are held illegal, invalid, or unenforceable, the
18 | remaining provisions shall remain in full force and effect.
19 |

20 | FILING:

21 |
22 | A copy of this agreement shall be filed with the Secretary of State, Washington
23 | Department of Commerce, the Pierce County Auditor, and each city and town clerk.
24 |

25 | IN WITNESS WHEREOF, this agreement has been executed by each member
26 | jurisdiction as evidenced by the signature page affixed to this agreement.
27 |

INTERLOCAL AGREEMENT

**AMENDMENTS TO THE PIERCE COUNTY
COUNTYWIDE PLANNING POLICIES**

Signature Page

The legislative body of the undersigned jurisdiction has authorized execution of the Interlocal Agreement, Amendments to the Pierce County Countywide Planning Policies.

IN WITNESS WHEREOF

This agreement has been executed by _____
(Name of City/Town/County)

BY: _____
(Mayor/Executive)

DATE: _____

Approved:

BY: _____
(Director/Manager/Chair of County Council)

Approved as to Form:

BY: _____
(City Attorney/Prosecutor)

Approved:

BY: _____
(Pierce County Executive)

FINDINGS OF FACT

The Pierce County Council finds that:

1. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County Government (the County), and charged with responsibilities, including: Serving as a local link to the Puget Sound Regional Council (PSRC), promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act [GMA] (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
2. The GMA required the County to adopt a countywide planning policy in cooperation with the cities and towns located within Pierce County.
3. The Countywide Planning Policies are to be used for establishing a countywide framework from which the comprehensive plans for Pierce County and the cities and towns within Pierce County are developed and adopted.
4. On June 30, 1992, the Pierce County Council passed Ordinance No. 92-74 adopting the initial Pierce County Countywide Planning Policies.
5. The GMA requires the central Puget Sound region to adopt multi-county planning policies.
6. The PSRC membership is comprised of central Puget Sound counties (King, Pierce, Snohomish, and Kitsap), cities and towns, ports, tribes, and transit agencies.
7. The PSRC is the regional authority to adopt multi-county planning policies.
8. The PSRC adopted VISION 2040 at its May 2008 General Assembly meeting.
9. VISION 2040 is the central Puget Sound region's multi-county planning policies.
10. VISION 2040 "assumes that by 2040 all of the urban area will be within municipalities and the unincorporated urban growth area will be a thing of the past."
11. VISION 2040 "calls for joint city-county planning . . . including establishing common standards for development review and permitting, as well as for services and infrastructure, to ensure that development is efficient and compatible with adjacent communities."
12. VISION 2040 contains a goal that envisions "all unincorporated lands within the urban growth area will either annex into existing cities or incorporate as new cities."
13. VISION 2040 policy MPP-DP-18 calls for the County to "affiliate all urban unincorporated lands appropriate for annexation with an adjacent city or identify those that may be more feasible for incorporation."

14. VISION 2040 policy MPP-DP-19 states to "support joint planning between cities and counties to work cooperatively in planning for urban unincorporated areas to ensure an orderly transition to city governance . . . "
15. VISION 2040 policy MPP-DP-20 states to "support the provision and coordination of urban services to unincorporated urban areas by the adjacent city or, where appropriate, by the county as an interim approach."
16. The PCRC directed the Growth Management Coordinating Committee (GMCC) to recommend policies addressing annexation.
17. The GMCC recommended new policies intended to provide a more coordinated annexation strategy for unincorporated urban areas adjacent to cities and towns.
18. The PCRC, based upon the recommendation from the GMCC, and its own discussions, recommended approval of the proposal at its October 17, 2013 meeting.
19. The Pierce County Planning Commission recommended approval of the proposal at its November 26, 2013 meeting.
20. The Pierce County Planning Commission recommendation to approve the proposal was unanimous.
21. The Pierce County Environmental Official has determined the proposal is exempt from SEPA per WAC 197-11-800(19).
22. The Pierce County Countywide Planning Policies include provisions addressing procedures for amending the Countywide Planning Policies.
23. The Pierce County Countywide Planning Policies require amendments to the Countywide Planning Policies to be adopted through an amendment of the original Interlocal Agreement or by a new interlocal agreement. The amendment will become effective when 60 percent of the cities, towns, and the County, representing 75 percent of the total population as designated by the State Office of Financial Management at the time of the proposed ratification become signatories to the agreement.
24. A demonstration of ratification shall be by execution of an interlocal agreement or the absence of a legislative action to disapprove a proposed amendment.
25. A jurisdiction shall be deemed as casting an affirmative vote if it has not taken legislative action to disapprove a proposed amendment within 180 days from the date the Pierce County Council formally authorizes the Pierce County Executive to enter into an interlocal agreement.
26. The Community Development Committee of the County Council, after a properly noticed public hearing, considered oral and written testimony, and forwarded its recommendation to the full Council.
27. The County Council held a public hearing on June 24, 2014, where oral and written testimony was considered.

- 1 28. It is in support of the amendment for providing consistency between the Pierce
2 Countywide Planning Policies and VISION 2040.
- 3
- 4 29. A subsequent ordinance of the County Council shall be necessary to acknowledge the
5 ratification process and amend Section 19D.240 PCC, "Pierce County Countywide
6 Planning Policies".
- 7
- 8 30. It is in the public interest to authorize the Pierce County Executive to execute the
9 interlocal agreements.
- 10



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5107

Date:

September 30, 2014

Department:

Community Development
& Public Works

Attachments:

[Resolution No. 5107](#)

[Exhibit 1](#)

[Exhibit 2](#)

[Exhibit 3](#)

[Exhibit 4](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to adopt Resolution No. 5107.

Background Summary:

For a number of years, current and previous Mayors, Auburn City Council and staff have studied and planned for a community center at Les Gove Community Campus to serve the citizens of the City of Auburn. More recently, the City had conducted planning and design for a community center along 12th Street at Les Gove Community Campus and had constructed an Activity Center building on the north end of the Campus adjacent to the Parks and Recreation Administration Building (PRAB). Presently, the City has accumulated \$9 million for the construction of a center comprised of a \$3 million appropriation from the Washington State Legislature and \$6 million in City funds. In March 2014, the Auburn City Council decided to not proceed with construction bidding for the Les Gove Community Center along 12th Street because of anticipated construction costs that exceeded the maximum \$9 million dollar budget.

Subsequent to the Council's March, 2014 decision, Mayor Backus and City staff reviewed potential options for the commitment and use of the \$9 million maximum budget. From this effort, Mayor Backus proposed a Youth Center and Community Center option comprised of remodeling the existing Parks, Arts and Recreation offices into a Youth Center and developing an adjacent Community Center. At this time, Mayor Backus advised the City Council that the proposed Youth Center and Community Center could be designed, constructed and furnished within the \$9 million maximum budget through pragmatic decision-making on design features and materials, and economies of scale and by colocation of services, functions and assets. On August 18, 2014, the Auburn City Council passed Resolution No. 5091 concurring

with the Mayor's proposal for a Youth Center and Community Center and with the design, construction and furnishing of said Centers within the \$9 million maximum budget.

Since the Council's action on August 18th, the Mayor and City staff have worked to identify a qualified architectural firm that could: 1) demonstrate the design and construction experience needed for the Youth Center and Community Center; 2) assemble a highly qualified team of firms representing the different specialties needed for the design and construction of the Youth Center and Community Center; and 3) be able to establish effective working relationships with the Mayor, City Council, community and City staff. The Mayor and City staff have identified ARC Architects as the preferred provider for the provision of professional architectural and engineering services based on its and its assembled team's demonstrated experience in design and construction services for similar projects.

ARC Architects has been in business since 1976, offers a diversity of services and has worked on a number of community center projects including most recently the Rosehill Community Center in Mukilteo, WA and Rainier Beach Community Center and Pool in Seattle, WA. ARC Architects has worked with the City previously on public engagement issues at Les Gove Community Campus, and was a previous finalist for the provision of services for the most recent community center design and construction services effort. ARC Architects has assembled a diverse team of firms to assist it in the provision of design and construction services for the Youth Center and Community Center. This team includes KPFF Engineers, Inc. for structural engineering and civil engineering, FSi Consulting Engineers for mechanical and plumbing, Travis Fitzmaurice & Associates for electrical engineering, Swift Company for landscape architecture, Clevenger Associates for food service, SSA Acoustics for acoustic and audio/visual design, DCW Cost Management for cost estimating, Heffron Transportation for traffic analysis and parking analysis and Fermata Consulting for sustainable design. Fermata Consulting's assistance is needed in part because the project is required to obtain Leadership in Energy Efficiency & Design (LEED) Silver certification as a condition of the State's \$3 million appropriation.

The Les Gove Community Campus Committee met on October 1, 2014 to review and discuss with the Mayor, City staff and ARC Architects, Resolution No. 5107 and its exhibits. At the conclusion of its discussion, the Committee voted 3-0 on motion action to recommend to the full City Council the approval of Resolution No. 5107.

Exhibits:

- Exhibit 1: Statement of Qualifications for ARC Architects
- Exhibit 2: Task Work Summary

Exhibit 3: Consultant Team List

Exhibit 4: Updated Project Schedule based on ARC Team input

Reviewed by Council Committees:

Les Gove Community Campus Other: Mayor's Office, CDPW, City Attorney, Parks & Rec

Councilmember: Wagner

Staff: Snyder

Meeting Date: October 6, 2014

Item Number: RES.E

RESOLUTION NO. 5 1 0 7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARC ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE YOUTH CENTER AND COMMUNITY CENTER AT LES GOVE COMMUNITY CAMPUS

WHEREAS, the current Auburn City Council and previous Councils have studied and planned for a Community Center to serve the citizens of the City of Auburn; and

WHEREAS, the City of Auburn has received a three million dollar state appropriation to be used for a new Community Center; and

WHEREAS, the City of Auburn has added an additional six million dollars in budgeted funds for the construction of a Community Center; and

WHEREAS, in March 2014, the Auburn City Council decided to not proceed with construction bidding for the Les Gove Community Center at that time because estimated costs exceeded the budgeted nine million dollar; and

WHEREAS, subsequent to the Council's March, 2014, decision, the Mayor and staff reviewed potential options for commitment and use of the nine million dollar budget; and

WHEREAS, as an alternative to the previous plans, the Mayor proposed a Youth Center and Community Center option comprised of remodeling the existing Parks, Arts and Recreation offices into a Youth/Teen Center and developing an adjacent Community Center; and

WHEREAS, the Mayor advised the City Council that the proposed Youth Teen Center and Community Center could be designed, constructed and furnished within the nine million dollar maximum budget through pragmatic decision-making on design features and materials, and economies of scale, by colocation of services, functions and assets; and

WHEREAS, the Auburn City Council passed Resolution No. 5091 on August 18, 2014, concurring with the Mayor's proposal for a Youth Center and Community Center and with the design, construction and furnishing of said Centers within the nine million dollar maximum budget; and,

WHEREAS, the Mayor and City staff have identified ARC Architects as the preferred provider for the provision of professional architectural and engineering services based on its and its assembled team's demonstrated experience in design and construction services for similar projects; and,

WHEREAS, on October 1, 2014, the Les Gove Community Campus Committee recommended on motion action to the full City Council the approval of a professional services agreement with ARC Architects for the provision of professional architectural and engineering services for the Youth Center and Community Center at Les Gove Community Campus.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Execution of Professional Services Agreement. The Mayor is hereby authorized to negotiate and execute a professional services agreement with ARC Architects for professional architectural and engineering services for the Youth Center and Community Center at Les Gove Community Campus.

Section 2. Administrative Procedures. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to implement the directive of this legislation.

Section 3. Effective Date. This resolution shall be in full force and effect upon passage and signatures hereon.

SIGNED and DATED this _____ day of _____, 2014

CITY OF AUBURN

NANCY BACKUS, Mayor

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5107
September 26, 2014
Page 3



PLANNING



EDUCATION



ADMINISTRATION



PUBLIC FACILITIES



MEDICAL & LABORATORY



MULTI-FAMILY HOUSING

MRSC ROSTERS

STATEMENT OF QUALIFICATIONS

AUGUST 2013

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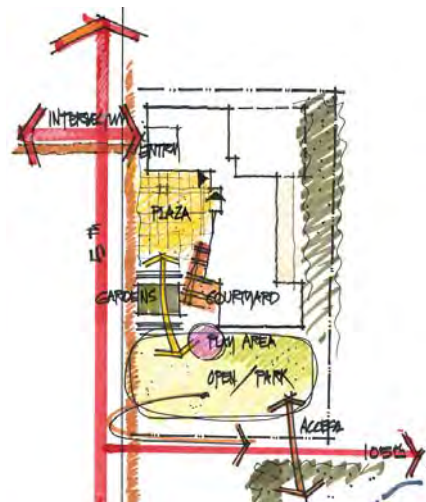
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STATEMENT OF QUALIFICATIONS

ARCHITECTURE GENERAL CATEGORIES

- feasibility & facilities planning
- site planning
- building condition assessments
- ADA consulting & design
- historic preservation
- LEED consulting & design

firm profile



FEASIBILITY, FACILITIES PLANNING, & SITE PLANNING

Successful facility and site planning requires knowledge of program needs, agency mission, public perception and input, and an understanding of site attributes, for example, zoning, sensitive areas, climate, topography, connectivity, and infrastructure. This information allows ARC and its team to provide capacity & test-fit study for facilities and/or sites. Planning level estimating is provided to help with decision-making. Highlights of our approach include the following.

INVENTORY AND PROGRAMMING

ARC and its team will review existing studies and drawings to understand issues that may frame the planning effort. For both site and facility planning, we look for constraints and opportunities for the site. If multiple sites are considered, we will produce – with client input – a weighted evaluation of sites to be able to objectively present the best site. Key stake holders are interviewed in order to understand and define the program for the facility or site. Depending on project needs, we facilitate public meetings with guidance from our clients and other stakeholders. In addition to interviews and public input, we often have consultants who provide demographic, market analysis and cost recovery analyses to help develop the program and budget.

DESIGN CONCEPTS AND COST ESTIMATES

We develop concept options that address building function and site relationships. For new buildings and site planning, we will evaluate the options based functionality, site/urban design attributes, zoning, architectural strength, solar orientation, connectivity (auto, bus, pedestrian, bike), environmental benefit or cost, impacts on neighbors, and costs. These are presented to clients for their input. Public meetings may also be required. At the planning level, we typically use square foot costs for building construction estimates, provided by a third party estimator. The estimates are informed by basis of designs provided by the design team, so that they are grounded in a particular level of quality. Site development costs are based on the particulars of each site, for example, working with topography, utility location, and zoning requirements.

RECOMMENDATION AND FINAL REPORT

A preferred alternative concept will often be further developed based on client and public input. Renderings and 3-D presentations are produced, depending on project needs. The construction cost estimate is updated. At this point, we often shift to a quantity take-off estimate. A draft and final report are reviewed and refined based on client and stakeholder review.

Select Sample Projects

Ashwood Community Center and Affordable Housing Master Plan
 Bellevue Schools & Parks Study
 Lake City Library Renovation and Addition, Seattle, WA
 Longview Conference and Community Center
 Mukilteo City Hall & Community Center Feasibility Study
 New Holly Neighborhood Campus, Seattle, WA
 North Kitsap Regional Event Center Master Plan
 Richland City Hall Programming
 Sammamish City Hall & Police & Parks Master Plan
 Snoqualmie Community & Aquatic Center Study
 South Whidbey Recreation Center Feasibility Study

GREEN LAKE COMMUNITY CENTER and EVANS POOL			
Code / Life Safety		0-2 yrs.	3-10 yrs. 10-20 yrs.
Architectural			
1) Reconfigure interior space for ADA access to gym			\$148,000
2) Install alarm redemptions/cameras/stations			\$472,946
3) Post backrest/reinforce			\$434,439
4) New reception counterfront desk		\$8,967	
5) Code and upgrading signage		\$18,295	
6) Replace all windows			\$168,001
7) Paint all gym			\$28,648
Structural			
1) Elevator upgrades		\$900,000	
Mechanical			
1) Replace main boiler for building and pool water heating			\$448,700
2A) Repair existing controls systems or new DDC controls system		\$9,964	
2B) New DDC controls system			\$51,694
3) Replace hot water pump and valves		\$8,967	
Electrical			
1) Emergency and exit lighting		\$18,208	
2) Fire alarm system		\$43,001	
3) Replace main switch board and subcable			\$32,348
Civil			
1) Augment landscaping		\$8,001	
2) Replace sidewalk			\$12,000
3) Replace curb/ basin grate		\$1,329	
CODE AND LIFE SAFETY BY YEAR		\$409,288	\$1,535,689
TOTAL CODE AND LIFE SAFETY - Green Lake		\$1,945,087	\$0

BUILDING CONDITION ASSESSMENTS

Existing facility assessments and budget planning is important for all organizations to maintain their buildings and plan for future renovations and repairs. All renovation projects begin with an assessment of the existing building, the envelope, mechanical and electrical systems, code issues, and finishes.

APPROACH TO ASSESSMENTS

Architecture: Code issues, accessibility and desired operational upgrades of existing conditions are evaluated. Architectural changes required by the work of consultants is integrated in the assessments. Materials and finishes are reviewed and changes are proposed only if they represent money well spent.

Envelope: Depending on scope, the building envelope is evaluated for moisture, vapor and air infiltration, and a report of the exterior walls and roof condition is provided. Select, invasive investigations are done and evaluated by ARC and envelope and structural consultants, if appropriate.

Plumbing, HVAC, Fire Alarm, and Electrical Systems: These systems are inventoried for existing conditions and equipment and operating parameters in order to frame proposed systems' improvements. Life expectancy of the equipment is considered as well as energy savings potentials of new equipment or controls.

Structure. The structure is evaluated for its current condition and integrity, with a description of shortfalls relative to current codes. Proposed improvements are recommended along with architectural finishes required to complete the work.

COMMERCIAL PROPERTY - CITY OF SEATTLE

ARC's recent assessment experience includes 7 City of Seattle community centers, two of which included aquatic uses, 5 City of Seattle buildings leased to non-profit tenants, and three existing fire station. These assessments included identifying existing shortcomings and prioritized and estimated the costs to address the shortcomings. They included review of architecture and building systems, and energy, ADA and structural codes. The approach was an integrated process with the client and design team with the final report including a series of recommendations, costs, and timeline. Relevant Projects: Green Lake Community Center and Evans Pool, Hiawatha Community Center, Queen Anne Community Center, Jefferson Community Center, Loyal Heights Community Center, Northwest Senior Center, South Park Area Redevelopment Committee, Teen Parent Home Center, Central Area Senior Center, Central Area Motivation Program, Fire Station 25, Fire Station 32, Fire Station 34

RESIDENTIAL PROPERTY - VASHON HOUSEHOLD

For the non-profit housing group, Vashon household, we provided comprehensive needs assessment for an older HUD 202 senior housing project and a more recently constructed affordable family housing project. The life-cycle assessments between the two varied because of the date of construction for the projects. The original specifications and as-built construction documents were utilized to provide quantity take-offs, and provide the owner with a working document for long term budget and asset management planning.





ADA COMPLIANCE

Designing projects so that all visitors feel comfortable and welcome is something that ARC strives to do in each of our projects, whether new, renovation, or retrofit. Complying with ADA/ABA standards is standard for every project. We have been involved in numerous renovation projects that required bringing projects into compliance. Careful in-field assessment and documentation of existing conditions such as parking, walkways, doors, restrooms and fixtures is key to successful implementation of the necessary improvements.

CITY OF SEATTLE, ADA ON-CALL CONTRACT

ARC has a multi-year on-call contract with the City of Seattle to review ADA and other accessibility requirements for public projects designed for the city. We researched and found the best existing checklists for accessibility analysis – now broadly shared with city project managers – and developed a compliance form that addresses drawings, specifications, submittals and shop drawings, and in-field interior and exterior measurements. Our reviews are based on the most stringent requirements of the 2010 ADA Standards for Accessible Design (Department of Justice), the City of Seattle Building Code, and ANSI A117.1. The reviews are shared with city staff, project design teams and the contractors.

PUBLIC, NON-PROFIT AND PRIVATE PROJECTS

Our public, non-profit and private projects each follow the most stringent accessibility requirements. We approach project accessibility considering barrier-free and universal design that treats all individuals equally and that is simple and intuitive. For example, wide halls, changes of color and texture, integrated ramps, and icons that designate room use are helpful to all facility users and patrons.

Many of our non-profit clients serve special needs populations. For seniors and the hard of seeing, contrasting colors provide environmental clues that help assure safety. For the hard of hearing, we have designed multi-use rooms with enhanced AV and acoustic systems. For a shelter for domestic violence survivors, we provided more accessible residential units than required by code given that a disproportionate number of these women have mobility challenges. All projects are unique and renovations require creative solutions to meet ADA compliance. Our years of experience and expertise in code requirements will provide clients with confidence in meeting the needs of all their staff and visitors.



HISTORIC PRESERVATION

The preservation of historic buildings requires understanding and determining a building's interior and exterior character-defining features. This knowledge gives shape to preservation strategies and the potential adaptive re-use of the structure as required by the State Office of Historic Preservation. It defines which features to preserve, as well the value and meaning they provide, which can help the interests of landmarks preservation boards, the Washington State Department of Archeology and Historic Preservation, and other local jurisdictions. Strategies to consider are the following.

Architecture: Architectural updates need to respect the history of the building. New architectural interventions should reflect current design and not replicate the past. Chapter 34 of the Washington State Building Code provides guidance and establishes leniency for existing historic buildings. The 2010 ADA Accessibility Design Guidelines provide the same, allowing for creative solutions for historic building renovations.

Envelope: Improvements to the envelope of a historic building have two primary issues. One is aesthetic, in that envelope upgrades often include the addition of materials inside and outside of buildings. The other is technical, knowing how managing air, vapor and moisture infiltration will affect the historic building's performance.

Building Systems Upgrades: For historic buildings, upgrades to mechanical systems need to address comfort, energy use, visual impacts, and acoustics. Electrical systems – particularly communications and data – required more space for distribution than many older buildings provide. Meeting new structural design standards often requires the addition of visible seismic upgrades and demolition of existing construction. Taken together, the integration of building systems' upgrades require an integrated approach to minimize impacts on character-defining features.

Select Sample Projects

Port Townsend City Hall
 UW Center for Pediatric Dentistry
 Lake City Library in Seattle
 Ellensburg City Hall
 Ginny Ruffner Studio (in Historic Ballard)
 Eckstein Community Center and Senior Housing



LEED Consulting & Sustainable Design

An efficient building design can help reduce energy and water use, improve indoor air quality, and minimize materials use. ARC has a history of integrating sustainable design in its projects, effectively considering first costs and the long-term costs and the benefits of environmentally responsible design. This integrated design approach makes connections between building and site. These connections include consideration of roof water run off, avian corridors, heat island mitigation and brownfield redevelopment. With 75 percent of our staff LEED Accredited, we are committed to incorporating green design into each project that we do. Beyond the matrixes of sustainable design are those elements that are a reflection of the clients' environmental mission.

We have successfully shepherded multiple projects through the LEED certification process and continue to do so. We are also versed in the Evergreen Sustainable Development Standards associated with Washington State Housing Trust Funds. We are committed to working with you and your team to develop the appropriate sustainable strategies for each project.

Our sustainable projects include:

EVERGREEN SUSTAINABLE DEVELOPMENT STANDARDS

Adams View Family Housing, Yakama Nation HA
Pacific Pearl Family Housing, Joint Pacific County HA
Pivotal Point Family Housing, Everett Housing Authority
DVS Emergency Shelter, DVS of Snohomish County

LEED GOLD

Mukilteo City Hall
199 Blaine Biotechnology Building
Rainier Beach Community Center & Pool (pending)

LEED SILVER

Birch Creek Youth Center
Sammamish City Hall and Police
Port Townsend City Hall



STATEMENT OF QUALIFICATIONS

PUBLIC FACILITIES - SERVICE CATEGORIES

- dining halls & food service
- fire station design & planning
- library design
- recreation facilities & gymnasiums
- swimming pools
- theater & performance

public facilities

CITY OF SEATTLE
Neighborhood
Service Center



PUBLIC FACILITIES

ARC has worked on community-based projects in the public sector since 1976, helping cities, towns and counties provide buildings that improve the quality of life for their residents. This long-standing focus guides our mission: Architecture that is place-specific, reflecting the history, culture, values and aspirations of the people who use and inhabit the buildings we have the honor of designing.

We often lead studies and design efforts that are used to garner public and financial support for publicly funded projects including parks, community centers, city halls, low-income housing and special needs populations. In each case, outreach to the community and providing information for decision makers sets the stage for projects moving forward: public acceptance, refined programming, and understanding project budgets.

Public facilities require diligent understanding of the client's needs, users and patrons, budget and site constraints. We work closely with our clients and consultant team to determine the best use of space, durable materials, sustainable systems for each project. Conservative use of publicly funds to create enjoyable, long lasting facilities is essential for the success of all renovations and new construction.



DINING HALLS AND FOOD SERVICE

All of our constructed community and senior centers include food service facilities and dining halls. We work with food service consultants and suppliers to develop designs and equipment that meet the needs of use by multiple groups, for service that ranges from catering/heating kitchens to full meal preparation. We have designed kitchens that meet community diversity, accommodating Halal food preparation and storage.

FIRE STATION DESIGN AND PLANNING

ARC made a strategic hire eight years ago when we brought on board Paul Curtis, an architect from Oregon, to help develop a fire station portfolio for the firm. That effort has been successful in that we are currently working on two fire stations for the City of Seattle and have done an assessment of a third. Paul, while with another firm, designed a headquarters station and five satellite stations in Oregon. He has a personal connection to fire stations and fire service culture, as his grandfather, father and uncle are retired firefighters. These publicly funded projects fit well with ARC firm experience and knowledge for providing quality documents for public bidding.

LIBRARY DESIGN

ARC has designed two branch libraries for the City of Seattle and a library / media center for Northshore School District, and did the programming for the City of Richland's new main library. We understand site design criteria, collections management system requirements, and the technology infrastructure needs for smaller libraries. Depending on the project and the client's needs, we hire a library design consultant to help with the specialized library requirements. We have designed libraries that serve the needs of adults, teens and children and know that the quiet library of the past has transformed into a community gathering place for events, tutoring, and social support as well as reading and studying.



RECREATION FACILITIES AND GYMNASIUMS

ARC is well known for its recreation and community center architecture having worked on over 50 recreation and community center programming and design projects. We have designed for a broad range health and fitness uses: racquetball and squash, weights / cardio, dance / aerobics / Zumba, and single and double gymnasiums (for basketball, volleyball, badminton, pickle ball, and events). Each of these spaces have specific sports requirements and options for flexible use of the rooms. Design of a gymnasium requires experience to understand the myriad of product options and systems coordination required. We work with clients to develop designs that meet their recreation needs, take advantage of site opportunities, connect with the outdoors, and bring natural daylight into the building. We understand the variety of support uses required for these facilities, like administration, storage, locker rooms, facility management and security, and AV systems.

SWIMMING POOLS

ARC Architects has worked on aquatic center studies for South Whidbey Island, Skagit County, Rainier Beach, Bellevue, Sammamish Boys and Girls Club and the cities of Clarkston and Lewiston. We completed assessments for Evans and Queen Anne pools in Seattle, and envelope upgrades on Evans Pool. Most significant is the recent Rainier Beach Community Center and Pool, the first new indoor pool in the City of Seattle in 40 years. With this experience, we understand the details of aquatic uses and work with aquatic designers to develop the program and specific aquatic requirements for each pool and accessory spaces. We know how to use building orientation to reduce energy use, and the importance roof and wall design that mitigates against damage that can be caused by indoor pool environments.

THEATER AND PERFORMANCE

Our community center experience includes multi-use spaces that are for lectures, speeches, community theatre, and music performances. Important qualities of these spaces are acoustics that have enough "liveliness" to enhance the experience; audio visual and lighting systems that are easy to use with enough attributes to support a wide range of performances and needs, from plays, to lectures, to weddings and other private events, to music of all types; accessible stages so that people with different abilities, and the very young and the not-so-young can participate, and spaces that can adjust to a variety of seating arrangements and audience sizes. Depending on project scope, we work with acoustic engineers, lighting designers, and theater designers to develop the best spaces possible for our clients.

Our most sophisticated facility for these uses is Rosehill Community Center in Mukilteo, Washington. It includes a stage with proscenium, fly space, motorized line sets and pipe battens, stage rigging and draperies, an acoustic shell that can be raised and lowered, projector and screen, pipe grid system and sophisticated lighting including stage and front and back-of house.

Clients for whom we've designed public facilities:

Cities of Lewiston and Clarkston (study)
 City of Bellevue
 City of Federal Way
 City of Issaquah (competition)
 City of Kirkland
 City of Mukilteo
 City of Port Angeles
 City of Port Townsend
 City of Redmond
 City of Richland
 City of Sammamish
 City of SeaTac (study)
 City of Seattle – 4 centers built, 7 studies
 City of Snoqualmie (study)
 City of Tacoma
 City of Tukwila
 City of Washougal
 Cowlitz County
 Kittitas County
 Northshore School District
 Seattle Housing Authority
 Skagit County (study)
 South Whidbey Island (study)
 Suquamish Tribe
 University of Washington
 Washington State University
 Washington State Parks

RAINIER BEACH COMMUNITY CENTER & POOL SEATTLE, WA

Located in the most diverse neighborhood in Seattle, the Rainier Beach Community Center replaces an aging facility on the same site. The 48,000 square foot program includes an aquatic center complete with competition and recreation pools, a gymnasium, multipurpose rooms, fitness room, classrooms and childcare. The community was actively involved in the programming and design of this facility. Currently under construction with opening set for Fall 2013.

Located on an urban site, adjacent to two public schools, the new building opens up to the neighborhood to welcome them to participate and enjoy their new community center. The parking was located on the north edge to maximize the public presence of the building along Rainier Avenue South.

All the main spaces open up to outside patio or plazas so events can occur inside and out. An existing plaza at the south was extended to the new building with added terraced seating and a separate plaza for the pool. The gym is on the north for the best natural daylighting and opens up to a large plaza for multipurpose events.

Designed LEED Gold - currently under review.



OWNER INFO: Seattle Parks & Recreation

SQUARE FOOTAGE: 48,000 sf

DATE OF COMPLETION: 2013

CONSTRUCTION COST: \$16,550,000

ROSEHILL COMMUNITY CENTER MUKILTEO, WA

The two-story, 30,000 square foot Rosehill Community Center occupies a prominent site in Old Town Mukilteo, a part of town that is characterized by a mix of architectural styles and uses. The importance of the site was not lost on the City, who hired ARC to study development options. Options were developed and, after a public vote, the decision to build a new community center was made.

ARC worked with a Citizen Design Committee who reviewed options and made recommendations to City Council for their final approval. The Committee reviewed architectural concepts, and what evolved was a design of relatively small-scaled forms that utilized wood and stone—materials befitting the character of the Old Town. Large windows take advantage of the commanding view of Puget Sound, and various rooms are linked to outdoor spaces including a grassy area used for informal activities and the farmer's market. There is a raised terrace overlooking the Sound, and an urban plaza that is used for city-wide events.

The center features a large social hall that is one of the most popular places for weddings in the region and designed for community theatre and music. Other uses include an arts and crafts room, game room, meeting / classrooms, a seniors room, and fitness rooms for aerobics, dance, yoga, and weights/cardio.



OWNER INFO: City of Mukilteo

SQUARE FOOTAGE: 30,000 sf

DATE OF COMPLETION: 2011

CONSTRUCTION COST: \$8,734,000

LAKE CITY LIBRARY ADDITION AND RENOVATION SEATTLE, WA

ARC's designed the renovation and addition to the Lake City Library, a well-loved, award-winning modern building designed in the mid-1960's. It received landmark status from the Seattle's Landmarks Preservation Board shortly before ARC's work commenced. The designation was important to the community and the Board and had influenced the design outcome in significant ways: The integrity of the exterior and interior of the main reading room was preserved; the addition is integrated with the existing but contrasts in subtle ways; and the entry courtyard – with gates by famed Seattle artist George Tsutakawa – was preserved.

The expanded library is an integral part in Lake City's civic campus, which includes a neighborhood service center, civic plaza, community center, public park, public art and below grade parking. ARC worked with multiple public agencies to develop the overall site plan that works with the adjacent buildings and community.



OWNER INFO: Seattle Public Libraries

SQUARE FOOTAGE: 20,000 sf

DATE OF COMPLETION: 2005

CONSTRUCTION COST: \$2,943,000

THEATER AND PERFORMANCE

TEATRO ZINZANNI, SEATTLE WA

Teatro Zinzanni is a performance dinner theater that holds 295 guests, located in Downtown Seattle across from Seattle Center. The three-hour dinner cirque, comedy and cabaret performance occurs in a Spiegel tent—a turn-of-the century Belgian traveling tent constructed of wood and canvas, decorated with mirrors and stained glass. ARC Architects designed modular building surrounding the tent, which houses the lobby, gift shop, bar, kitchen, back-of-house performer areas and restrooms. ARC also worked designed the Teatro Zinzanni in Chicago.



FOSTER STADIUM, TUKWILA WA

The Foster Stadium in Tukwila has a new and larger announcing booth, enclosed areas for coaches, handicapped accessibility for fans, and aesthetic upgrades that make the stadium feel nearly new. The new building includes spaces for ticketing, concessions, restrooms, and storage. The space between the two buildings is the gateway to the stadium and a queuing space for dramatic on-field entrances by the Foster High School Bulldogs.



ROSEHILL COMMUNITY CENTER THEATER, MUKILTEO WA

Housed in a new 30,000 SF community center, this theater space provides a truly multi-purpose venue. While it includes traditional live theater capabilities such as fly space and rigging, cyclorama, theatrical lighting, set storage, green room and a raised stage, the Center's great room can also be configured to allow for a variety of other uses which include lectures, weddings, live music, banquets and exhibits. Complimented by a catering kitchen; direct spill-over space to outdoor terrace, amphitheater and outdoor plaza; as well as sweeping views of the sound beyond, this a dramatic room no matter the occasion.



SWIMMING POOLS / NATATORIUM

PUYALLUP INDIAN ELDER CENTER, TACOMA

The therapy pool and spa for the Elder Center is designed to meet the aquatic exercise, therapy, and relaxation needs of the Tribe's seniors. It is an important element of the Center's health and wellness offerings, which also include a fitness center, health and wellness counseling and life-long learning. A sauna and steam room provide additional therapy and respite spaces for the tribes Elders. Acoustics are very important in aquatic spaces, especially with an aging population, and it is important to incorporate these early in the design of the facility.



THE NORPOINTE CENTER POOL, TACOMA

This 42,000 s.f. community center is designed with two wings surrounding a central lobby. One wing is dedicated to athletics and fitness, and provides racquetball courts, an aerobics room, a gymnasium, and the natatorium. The natatorium includes a combination leisure and lap pool with zero-beach access, water play features, and a spa for family use. This space is very active and popular with the view of the trees and natural daylighting.



RAINIER BEACH COMMUNITY CENTER POOL, SEATTLE, WA

The Rainier Beach Pool has a full size competitive pool, a warmer water leisure pool with waterslide, a spa, and a sauna. The pools are divided by a glass wall to allow the room temperatures to be set 2-4 degrees above the water temperature. The pools are located on the south of the building to maximize heat gain, however, exterior sunshades and interior roller shades minimize glare and allow lifeguards to adjust the daylighting. The competition pool includes touch pads and full electronic scoreboards for recording competition times. Dehumidification units provide continual air circulation to maintain good air quality.



FIRE STATION RENOVATIONS -MULTIPLE LOCATIONS

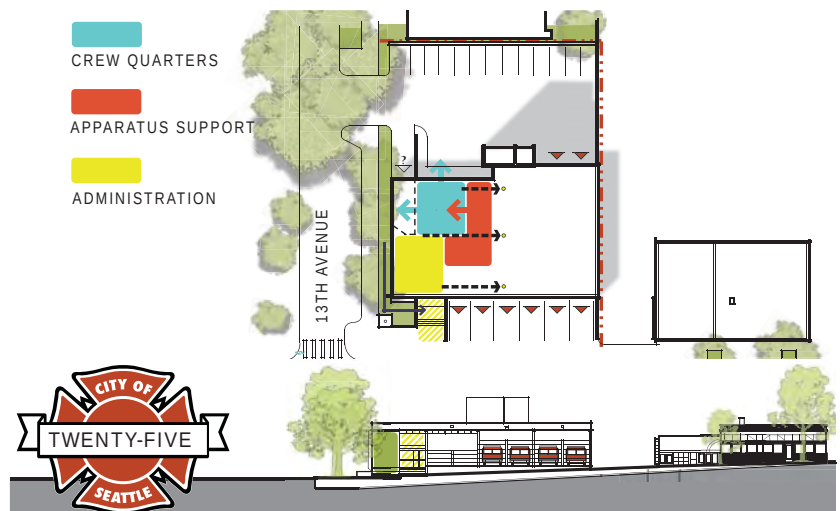
SEATTLE FIRE STATION 34

ARC's design for the renovation and addition to Fire Station 34 includes new uses associated with the apparatus bay and uses that improve the quality of time the crew spends at the station, including the addition of a fitness room and a dayroom. The seismic upgrade is unobtrusive and a new generator and fuel tank will be included. Improvements to the station include ADA upgrades for areas accessed by the public. The functional and clear organization of these new uses and improvements preserve Seattle architect David Fukui's original "jewel box" design.



SEATTLE FIRE STATION 25

The renovation to Seattle Fire Station 25 includes seismic upgrades to meet current codes and addition/reconfiguration of apparatus bay functions to improve response time and functionality. Crew areas including the beanery, offices, restrooms and locker room are receiving minor improvements. Two new windows cut in the cast concrete will provide welcome daylight in the office areas. ADA upgrades for those areas of the station accessed by the public are provided by the addition of a ramp and a new terrace, which is also a place for fire fighters to relax and interact with the public. A "green wall" is planted at the terrace and provides a fresh image for a building..



SEATTLE FIRE STATION 17

ARC designed the renovation of an historic 1920's Seattle fire station. The program included relocation of the watch office and associated alerter panel coordination, reorganization of the bullpen, beanery, and bunkroom, and creation of a separate room for the third rail lines. The renovated drill tower serves as a training facility for other district ladder companies. Located on an urban site, ARC worked with the client on contractor staging as well as overall site improvements for the neighborhood.



PUYALLUP TRIBE ELDER CENTER TACOMA. WA

The Elders Center offers a serene and comfortable environment for the Elders to relax, socialize and receive services. The 26,000-square-foot, 2-story building sits atop a sloping site with sweeping views of Commencement Bay and the Olympic Range. The facility includes classrooms, art rooms, a banquet facility, a library, and a health and wellness center with a hydrotherapy pool, and fitness and massage rooms.

The Center's design reflects the Puyallup Tribe native architecture and culture. Careful site planning allowed for the creation of a campus green space with a Spirit Garden that commemorates tribal ancestors. A water feature runs through the Spirit Garden representing the important Puyallup River. Peeled cedar poles stand proud in front of the cedar-clad building. There is a garden roof with plantings laid out in the pattern of Native basketry. Inside are beautiful cases for the display of the Tribe's art, crafts and history.



OWNER INFO: Puyallup Tribe of Indians

SQUARE FOOTAGE: 23,600 sf

DATE OF COMPLETION: 2009

CONSTRUCTION COST: \$10,035,000

STATEMENT OF QUALIFICATIONS

ADMINISTRATION - SERVICE CATEGORIES

- interior design
- office buildings
- space planning

administration



ADMINISTRATION PLANNING AND DESIGN

ARC has designed administrative work spaces for a variety of client types, including healthcare, biotechnology, recreation, city hall and private office clients. The design strategies for administrative spaces are changing with emerging technology and younger workers. Systems furniture options provide flexibility (they can be moved), changeability (heights are adjustable for people of different heights), and a sense of openness (with clear and translucent materials). Private offices and individual cubicles are still common. However, the idea of hoteling – using an office or cubicle or work space for a few hours a day or a week – is becoming popular as well, responding to changing work patterns where staff can and do work away from the office. New ways of working can reflect the culture of an organization or its need to change that culture. ARC is current with this thinking and brings these concepts to our design of administration spaces.

INTERIOR DESIGN

ARC's interiors are as diverse as its clients. The common thread is a balanced and integrated approach to the architectural and the finishes packages. As the architectural forms are developing, so are the materials that will complement them. We focus on the use of daylighting and how lighting can augment the work environment. Textures, materials, and color provide the finishing accompaniment to the interior design, rich in detail and interest.



OFFICE BUILDINGS

ARC has significant office building experience. We have provided office programming assessments for nine city halls: Port Townsend, Ellensburg, Sammamish, Kirkland, Mukilteo, Bonney Lake, Richland, Nisqually, and Washougal. We understand inter-departmental relationships and the multitude of ways office buildings need to work for users and visitors. We have had the opportunity to design sophisticated meeting and conference areas, from those for individual departments to city hall council chambers. We designed a 97,000 square foot biotechnology office building near Lake Union in Seattle that includes below grade parking, separate retail spaces, and a rooftop terrace.

SPACE PLANNING

Our space planning experience ranges from small to large tenant improvements. We have planned and designed a 190,000 square foot TI for Boston Scientific and 270,000 square foot TI for Onyx Software. In both cases the space planning challenge was tying together the various program elements into a cohesive whole that established an appropriate image for the companies and flexibility for future changes. Every business and agency functions differently so ARC works closely with clients, asking lots of questions, to determine the essential program functions, the divisions between public and private spaces, the important collaboration requirements, and key planning requirements for each project. We develop space plans and program documents that help clients understand their needs visually, and design and budget options.



SAMMAMISH CITY HALL AND POLICE STATION SAMMAMISH, WA

Sited on a 30 acre site on the Sammamish Plateau, this project encompasses a new 45,000 square foot City Hall and Police Facility for the City of Sammamish. Below-grade parking saved site area for the development of other public amenities including a large civic plaza, a branch library of the King County Library System, and a future community center. The Commons – a public park that is part of the project - provides interpretive areas for viewing into the wetland habitat, open lawns, and family picnic shelters.

The building's design is grounded in the architecture of the Northwest. Council chambers have a distinct wood-clad exterior that separates it from the larger brick and wood form that houses offices and police. Wood columns create a civic formality and draw one's eyes to a distant view of Seattle. Exposed wood structure completes the connection to regional architecture. The building is LEED Silver Certified.



OWNER INFO: City of Sammamish

SQUARE FOOTAGE: 45,000 sf

DATE OF COMPLETION: 2008

CONSTRUCTION COST: \$16,097,000

BIOTECHNOLOGY RESEARCH BUILDING SEATTLE ,WA

ARC designed a new 3-story research and development facility constructed on a brownfield site in South Lake Union. The building includes 97,000 square feet of tenant space, 80,000 square feet of below-grade parking, and a rooftop terrace overlooking Lake Union. Separate retail spaces along the main street activate the street and provide amenities to attract employees. An expedited GC/CM contract required a 3-phase permit process.

The architecture responds to the context, with design features that are abstracted from the maritime location. A tensile fabric "sail" provides a covered entry that drains rainwater into a 2-story water feature. Corten steel siding suggests the metal hulls of old boats and ships and runs through the 2-story lobby. Walk-off grates form a "dock" over the terrazzo flooring. The building is LEED Gold certified.



OWNER INFO: Alexandria

SQUARE FOOTAGE: 177,000 sf

DATE OF COMPLETION: 2010

CONSTRUCTION COST: \$36,839,000

MUKILTEO CITY HALL MUKILTEO, WA

The 19,800 square foot building creates a place for citizens to easily access city staff and departments, and interface with the Mukilteo City Council. The city hall administrative offices and public council chambers are connected by a central daylight atrium which provides public overflow space from chambers and queuing area for public interaction with city departments. The project pre-design efforts involved the analysis of 19 available sites within the city.

Awarded LEED Gold certification, the building utilizes many innovative sustainable design elements including the narrow east-west building form, geothermal piping for heat control, bioretention swales and rain gardens, and a vegetated roof over council chambers.



OWNER INFO: City of Mukilteo

SQUARE FOOTAGE: 19,800 sf

DATE OF COMPLETION: 2009

CONSTRUCTION COST: \$7,232,000

COWLITZ REGIONAL CONFERENCE CENTER COWLITZ, WA

The Cowlitz Center is a 40,000 square foot renovation and addition to a 1950s concrete armory. This regional conference center located on the Cowlitz County Fairgrounds in Longview, Washington, serves community, county fair, and growing conference and trade center needs. As a regional center, an important design feature is the flexible plan layout and commercial kitchen which allow the building to be used simultaneously as banquet hall, exhibition space, and a venue for community and business meetings of all sizes.



OWNER INFO: Cowlitz Public Facilities District

SQUARE FOOTAGE: 40,000 sf

DATE OF COMPLETION: 2005

CONSTRUCTION COST: \$5,522,000

STATEMENT OF QUALIFICATIONS

MEDICAL AND LABORATORY - SERVICE CATEGORIES

- medical centers - new construction
- medical centers - renovation while occupied
- laboratory research facilities
- medical center - dental offices
- labs - dry & labs - wet

medical & laboratory



MEDICAL & LABORATORY FACILITIES

Affordable healthcare, biotechnology, information technology, research and development, all are topics that are affecting our lives in new ways nearly every day. ARC brings an inquisitiveness that is appropriate for projects like these, that are technically complex and evolving quickly.

MEDICAL CENTERS

We have over 30 years of health care experience for private, institutional and non-profit health providers. Among our clients are the University of Washington Medical Center, Harborview Medical Center and Seattle Children's Hospital. We have worked with the Polyclinic, the largest multi-specialty clinic in the Seattle area, since the early 1980s. We have designed for community-based providers including the Country Doctor Community Health Center, Seattle Indian Health Board, and the Center for Human Development. We have long believed that good, affordable healthcare is an important social goal and work with clients to minimize costs to help make this more easily achieved.

OCCUPIED MEDICAL CENTERS

We have designed projects in occupied medical buildings, working closely with staff and administration to assure patient comfort and safety, and to minimize disruptions to patient service. Our design documents address wayfinding, construction laydown areas and circulation, building system shut-downs and changeovers, dust and noise control, and effects on others who are beside, above and below the areas in which we are working. Some of these projects have been relatively simple where we needed to only consider impacts to adjacent uses; others have been much more complex. For the installation of a new 3-Tesla MRI for Harborview Medical Center an existing MRI and adjacent CT Scan Suite had to remain operational. A major renovation to a clinic in Mount Vernon required a temporary tunnel to get patients from waiting rooms to clinic spaces. We have learned that early communication with clients and staff, and creative thinking and discussions, are key to project success.



LABORATORY RESEARCH FACILITIES

ARC's laboratory designs include BL2 and BL3 environments, chemistry labs, and entomology suites for higher education as well as phlebotomy and urinalysis labs for medical offices and clinics. We recently completed a fertility clinic that included media preparation, embryology, and andrology/ endocrinology labs. We understand the complex systems required and work with clients to develop efficient spaces for their users and patients.

DENTAL OFFICES

Our healthcare work includes dental clinics for the University of Washington and neighborhood health clinics. Our largest dental project – the Center for Pediatric Dentistry at the University of Washington – is a partnered project between the University and Children's Hospital that includes dental operatories and surgical suites for research, training and patient care. It had a GC/CM contract structure that included the client, the contractor, the design team (including a dental design consultant), and dental equipment manufacturers. We have designed a "dental fears" clinic for the University, that was designed to minimize anxiety for patients fearful of dentistry.



BIOTECHNOLOGY RESEARCH BUILDING SEATTLE, WA

ARC designed a new 3-story research and development facility constructed on a brownfield site in South Lake Union. The building includes 97,000 square feet of tenant space, 80,000 square feet of below-grade parking, and a rooftop terrace overlooking Lake Union. Separate retail spaces along the main street activate the street and provide amenities to attract employees. An expedited GC/CM contract required a 3-phase permit process.

The architecture responds to the context, with design features that are abstracted from the maritime location. A tensile fabric "sail" provides a covered entry that drains rainwater into a 2-story water feature. Corten steel siding suggests the metal hulls of old boats and ships and runs through the 2-story lobby. Walk-off grates form a "dock" over the terrazzo flooring. The building is LEED Gold certified.



OWNER INFO: Alexandria

SQUARE FOOTAGE: 177,000 sf

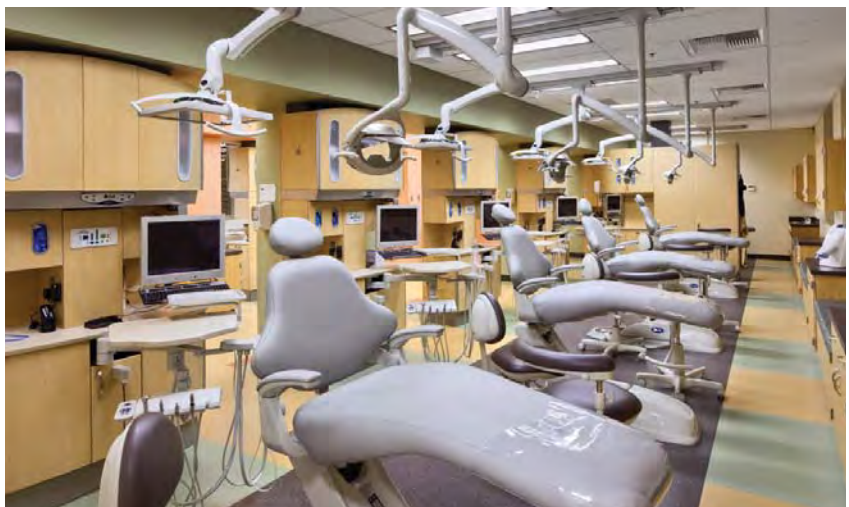
DATE OF COMPLETION: 2010

CONSTRUCTION COST: \$36,839,000

UW CENTER FOR PEDIATRIC DENTISTRY SEATTLE,WA

The Center for Pediatric Dentistry is a partnership between the University of Washington School of Dentistry and Children's Hospital and Regional Medical Center with the goal of providing comprehensive oral health services to pediatric patients. A model for pediatric dental care, the 28,000 square foot adaptive reuse of the Naval Administration Building, built in 1936, features state-of-the-art dental clinical, research and training facilities in an historic building context. ARC worked with the State Historic Preservation Office to meet historic requirements and gain their approval for the design.

Unique to this project were the challenges of revitalizing a building that had sat derelict for 20 years. When an underground spring under the building was discovered, the design team created a channel to allow water to flow into the building and back out. Low floor-to-floor dimensions required careful coordination of mechanical and electrical systems. ARC worked closely with the contractor in BIM for final piping layouts to ensure all systems fit within the existing structure.



OWNER INFO: University of Washington

SQUARE FOOTAGE: 28,000 sf

DATE OF COMPLETION: 2010

CONSTRUCTION COST: \$12,194,000

POLYCLINIC - MULTIPLE SITES SEATTLE, WA**NORTHGATE FAMILY PRACTICE**

The Polyclinic Northgate family practice clinic creates a bright and cheerful environment for patients and staff. The 22,000-square-foot tenant improvement is comprised of exam and procedure rooms, offices, laboratory, and medical records. Integral to the practice is dermatology, urology and internal medicine. The suites are organized with nurse station areas serving exam rooms, patient needs, and for doctor dictations. Faced with a challenging schedule, ARC worked closely with the contractor in a “design build” mode to bring the project in on time and on budget.

**FAMILY PRACTICE, DOWNTOWN**

The Polyclinic's family practice and dermatology clinic creates an inviting environment for patients and staff in downtown Seattle. The 19,000-square-foot tenant improvement is comprised of exam and procedure rooms, offices, laboratory, and diagnostic areas. The suites are organized with nurse station areas serving as a “front door” for overseeing patient needs and a “back door” for semi-private doctor dictation and staff stations. Faced with a challenging floor-to-floor clearance, ARC and the design team integrated mechanical and electrical systems without compromising aesthetics or access to natural daylight.

**CARDIOLOGY PRACTICE, JAMES TOWER**

The Polyclinic's Cardiology practice creates a warm, inviting and calm environment for patients and staff. The 16,000-square-foot tenant improvement is comprised of exam, procedure, and nuclear medicine rooms, physician offices, and laboratory and medical records. The suite is organized with nurse station areas serving as a “check out” for overseeing patients re-scheduling needs. A phone triage area is provided at the lobby for semi-private doctor consultation. Faced with the need to re-structure part of the building to support the nuclear medicine machine, ARC worked closely with the contractor and building owner to minimize impacts on adjacent tenants.



PRIVATE PRACTICE CLINICS

FIDELIS SECURE CARE, RENTON, WA

Fidelis Secure Care provides Medicare benefits to senior citizens, many of them low income and facing multiple health challenges. ARC's design for Fidelis' first clinic in the Pacific Northwest creates a warm contemporary design and has served as a model for their future clinics. The simple organization of uses makes wayfinding for seniors easy and meets the productivity needs of today's healthcare system. The project was fast-tracked with only 4 months between beginning of design and occupancy. ARC was responsible for architectural design and guidance on interior design, including furniture selection.



SAGE MEDICINE, BELLEVUE, WA

Sage Medicine is a new clinic where patients receive naturopathic care, therapeutic massage, acupuncture and physical therapy, as well as natural supplements and medicines. The Eastern influenced design provides a setting that compliments the naturopathic approach to medicine. Simple detailing and forms helped to control costs and allowed the client and his family to act as general contractor and to build much of the clinic.



POMA FERTILITY, KIRKLAND, WA

Poma Fertility is a design-build tenant improvement project that provides a comforting space for a patient-centered practice which strives to take the mystery out of infertility. The project, approximately 6,000 square feet of new construction, within shell space, is on the campus of Evergreen Health in Kirkland, WA. The program includes comprehensive diagnostic and treatment services through In Vitro Fertilization (a clean lab) and Andrology/ Endocrinology (hormone testing). As expected for a clean lab, the project meets strict environmental (air quality and sterility) standards while promoting a non-clinical and welcoming space.



STATEMENT OF QUALIFICATIONS

EDUCATION FACILITIES - SERVICE CATEGORIES

- childcare facilities
- classrooms & lecture halls
- higher education / university facility - new construction
- higher education / university facility - renovation while occupied
- faculty offices, staff offices

education



EDUCATION FACILITIES

CHILDCARE

Early childhood education is important and ARC enjoys working with clients to develop successful centers for children and families. Childcare design requires careful attention to all the requirements of Head Start and the local Department of Health. ARC will work with owners to develop delightful spaces that meet codes and are easy to use and comfortable for the families, children, and their teachers.

HIGHER EDUCATION

ARC also has extensive experience working with higher education institutions. We have designed several new buildings and many renovations and upgrades for the students and faculty at WSU, UW, and Seattle University. Priority one is working around the academic calendar, ensuring adherence to schedules from design through construction. Secondary, is working around occupied buildings. Clear documentation is critical in defining contractor procedures for utility cross-overs, containment of dust and noise, and identifying lay-down spaces to maintain safety for staff and students.

FACULTY OFFICES

Many higher education projects require renovation of faculty offices for accommodating additional faculty or re-configuring offices for modern technology and methods of research and collaboration.

CLASSROOMS AND LECTURE HALLS

Higher education requires a variety of classrooms and lecture halls with a wide range of technology depending on the department and adjacent spaces available. ARC understands the technology and works with the best IT, AV, and acoustic consultants to ensure great spaces that sound good and are easy to use by faculty and visiting lecturers.

Childcare projects include:

- Camp Easter Seals
- Suquamish Early Learning Center
- Federal Way Head Start
- New Holly Community Early Learning Center
- Springwood Youth Center
- Kent Family Center
- Lacey Childcare Center

Higher Education projects include:

- WSU Northwest Agricultural Research Extension Center
- Seattle University Rianna HR/ES Remodel
- UW Center for Pediatric Dentistry
- UW Communications Building Renovation
- UW Digital Arts
- UW ICA Golf Training and Clubhouse
- UW MRI Study
- UW Music Building Minor Improvements
- UW Pathology Relocation Programming
- UW Sand Point Utilidor
- UW Smith, UW MEB, UW Winkenwerder Technology Upgrades
- UW Sound Transit Phasing and Feasibility Studies

KENT FAMILY CENTER KENT, WA

This Head Start Day Care facility is within the King County Housing Authority's Birch Creek Apartment complex. The 2-story, 20,400 sf Family Center is a new building serving Head Start and family services such as WIC.

The facility is designed to maximize daylighting and visual connections between the classrooms and the interior 'courtyard'. There are informal meeting spaces which encourage interaction between parents and teachers. The exterior play areas provide a variety of interactive play and connections to the interior. ARC worked with several artists to create building elements that would enhance the children's and teacher's daily experiences.



OWNER INFO: King County Housing Authority

SQUARE FOOTAGE: 20,400 sf

DATE OF COMPLETION: 2004

CONSTRUCTION COST: \$3,153,000

SUQUAMISH TRIBE EARLY LEARNING CENTER SUQUAMISH,WA

The 11,500 square foot Early Learning Center was designed to fold into the landscape and wrap around the exterior play areas. The Center has eight classrooms and a commons for indoor play, social events, and parent meetings.

Filled with natural light, the Center facilitates open communication between children, parents, teachers, and staff. All classrooms have natural daylighting and operable windows for fresh air. A central hallway provides easy access between classrooms and the play area, casual play spaces for the children, and serves as a gallery for the children's art work.



OWNER INFO: Suquamish Tribe
SQUARE FOOTAGE: 11,500 sf
DATE OF COMPLETION: 2007
CONSTRUCTION COST: \$2,499,000

WASHINGTON STATE UNIVERSITY AGRICULTURAL RESEARCH MT. VERNON ,WA

This 15,000 square foot, \$5.5 million laboratory facility provides research to support the needs of the University and western Washington's agricultural community. The building contains a variety of laboratory spaces including: Processing and Field Horticulture; Fruit and Vegetable Horticulture; Vegetable and Seeds Pathology; Water Quality; and Entomology. A 150 -seat multi-purpose room accommodates video conferencing, media projection, and demonstration kitchen supporting the needs of research scientists as well as the greater Skagit Valley community. Greenhouses and outdoors spaces complete the research facility.



OWNER INFO: Washington State University

SQUARE FOOTAGE: 15,000 sf

DATE OF COMPLETION: 2006

CONSTRUCTION COST: \$5,500,000

UNIVERSITY OF WASHINGTON MULTIPLE PROJECTS SEATTLE, WA

ARC has worked with University of Washington for many years, providing feasibility studies, test-fit analysis, technology upgrades, and tenant improvements at the main campus and at Magnuson Park. Within our interior design efforts, it is important to exemplify the identity of the owner in the space. From the selection of materials and colors to introducing supergraphics and audio-video displays, we've worked with various departments at the UW to announce and enhance their brand on campus. We work within standards established by each building and the overall University to help achieve the reputation they deserve among their constituents, faculty, and students.



UW COMMUNICATION BUILDING RENOVATION

ARC's design of the 15,000 sf renovation accommodated the consolidation of the Department of Speech and the School of Communication into one department. The design consists of faculty and graduate student offices, a technology suite of various media and video teaching labs, instructional/research rooms, and renovation of a signature lobby.



UW CENTER FOR PEDIATRIC DENTISTRY

A partnership between the University of Washington School of Dentistry and Children's Hospital, this 28,000 square foot adaptive reuse of Magnuson Park Building 25 (1936), provides comprehensive oral health services to pediatric patients. The project includes clinical practice facilities as well as research and training for the University of Washington School of Dentistry. Unique to this project were the challenges of revitalizing a building that had sat derelict for 20 years. Low floor-to-floor dimensions required careful coordination of mechanical and electrical systems.



UNIVERSITY OF WASHINGTON - MULTIPLE PROJECTS SEATTLE, WA**UW GOLF TRAINING AND CLUBHOUSE**

Located along the concourse of historic Hec Ed Pavilion, it provides a new home for the Husky Men's and Women's Golf Teams, and gives exposure to other student athletes, visitors, and supporters. ARC worked with the owner and structural engineer to find creative solutions to add new structure within the existing building and minimize impact to the occupied building. The state-of-the-art, indoor training facility has the latest golf training technology (including full-swing stations with multiple camera angles), a putting green, video display wall, and accommodation for a future virtual golf simulator.

**UW DIGITAL ARTS RENOVATION**

ARC's design for The Center for Digital Arts is a contemporary tenant improvement housed in historic Raitt Hall. Featuring high ceilings with exposed beams and systems, the TI is an example of how contrasting interior and exterior design vocabularies can blend seamlessly. Tenant improvements should reference the building that contain them, the activities that occur within, and fit the client's brand and image goals. The Center for Digital Arts and Experimental Media (DX ARTS) fosters path-breaking collaborations across many disciplines.

**TELECOMMUNICATIONS UPGRADES:
SMITH HALL, WINKENWERDER HALL, AND
MECHANICAL ENGINEERING BUILDING**

ARC provided the project management for the telecommunications upgrades for 3 large classroom & lab buildings. Two buildings are historic and required sensitive routing of conduits through primary spaces. ARC helped the client negotiate with faculty and staff options for routing, scheduling, and appropriate renovations for each building. ARC worked with the clients to ensure the documents were clear for scope of work, including demolition, laydown space, restricted areas and hours of work. All 3 projects were completed on time and under budget.





Schack Arts Center provides gallery and workshop space for local artists. Hot glass, warm glass, jewelry, print making and pottery are all included in this exciting new facility. There are spaces for classes, workshops, and artists to work in a variety of media for K-12 through post secondary. The gallery is designed to accommodate public receptions, openings and special events.

Schack Arts Center, Snohomish Arts Council, Everett

STATEMENT OF QUALIFICATIONS

HOUSING - SERVICE CATEGORIES

- master planning
- multi-family housing

housing



HOUSING PLANNING AND DESIGN

ARC is an expert in affordable housing design, having completed projects for organizations throughout the Northwest. These developments are successful because they provide welcoming homes for low-income and special needs populations, they fit the neighborhoods they are in, and they are designed around construction conventions that make them affordable and easy to maintain. Each project begins with a cohesive site plan that works within the existing community, provides a secure site with good visibility, and incorporates outdoor gathering and play areas. Many of our projects provide individual unit porches and entries to foster a sense of ownership and encourage neighbor interaction.

Several projects have been developed with WA State Housing Trust Funds and have included the ESDS requirements in the site and building design.

SAMPLE PROJECT LIST

Adams View, Family Housing for the Yakama Nation Housing Authority
 Albion Place, The El Rey, Coach House and Keystone Resources, for CPC
 JG Commons, Senior Housing for Vashon Household
 Pacific Pearl Supportive Family Housing for Joint Pacific County Housing Authority
 Pivotal Point Supportive Housing for Everett Housing Authority
 Ravenna School Apartments, Senior Housing for Seattle Housing Authority
 Rose Crest at Talus, Family Housing for Imagine Housing
 Rosehedge, for AIDS Housing of Washington
 Southridge Housing weatherization for King County Housing Authority
 South Seven, Senior Housing for Olympic Community Action Program
 Upper Skagit Tribal Housing for families and Elders
 Valli Kee Housing Development exteriors for King County Housing Authority

Some new housing developments require public engagement and inclusion in the process such that the residents are welcomed to their new neighborhood. From many years of experience, we have developed the important skills required to engage the public, staff and elected officials in meaningful ways to address needs and reach consensus. ARC has the experience to draw out the community interests and concerns through a focused process, to develop strategies to address these, and help our clients communicate with the users and neighborhood. Teamwork is key to every project's success and especially for affordable, supportive housing.

Our experience with housing authorities runs deep. It includes designing housing and social service facilities for people of limited means, family health, early learning centers, recreation centers, and facilities for aging populations. The following are housing authorities with whom we have worked:

King County Housing Authority
 Seattle Housing Authority
 Joint Pacific County Housing Authority
 Yakama Nation Housing Authority
 Longview Housing Authority
 Bremerton Housing Authority
 Everett Housing Authority

ADAMS VIEW HOUSING WAPATO, WA

This project includes new construction of 68 three- and four-bedroom homes clustered in four neighborhoods overlooking a 9.8 acre central park on Yakama Nation land, and development of on and off-site infrastructure including streets and utilities, streetscape plantings, park amenities, a new water well and new 250,000 gallon water reservoir. The site plan is designed to create sub neighborhoods within the larger development.

Six housing designs comprise the Adams View project. Common to each design are:

Accessibility—Each home is designed to permit the aging in place of its resident or for the potential needs of an elder returning to live with family.

Extended family—The homes are designed around a central gathering room anchored at one end by a large kitchen.

Phasing - Site planning has designated additional building lots when future funding is available.



OWNER INFO: Yakama Nation Housing Authority

SQUARE FOOTAGE: 68 houses

DATE OF COMPLETION: Summer 2013

CONSTRUCTION COST: \$14,500,000

ROSECREST HOUSING ISSAQUAH,,WA

A community of five, three-story buildings has 51 units of affordable family housing, and a community room, laundry facilities, leasing office and manager's apartment. The buildings are designed to fit into the neighborhood of market rate single-family residences and townhouses.

Located on the hillside of Cougar Mountain, a part of the Talus Development, outdoor amenities for residents include outdoor play areas and basketball court. The apartments range from 1 to 4 bedroom and each have their own ground related entry . Some units have mountain views to the north east across a preserved wetland.

Sustainable design features include low-flow fixtures, Energy Star appliances, energy efficient lighting fixtures, low VOC paints and sealants, natural daylighting and ventilation. The project features native landscaping. We also worked with the planning department to reduce parking requirements less than code.



OWNER INFO: Imagine Housing

SQUARE FOOTAGE: 51,100 sf - 5 buildings

DATE OF COMPLETION: Winter 2006

CONSTRUCTION COST: \$7,201,000

JG COMMONS VASHON, WA

In partnership with Common Ground and Vashon Household, ARC designed this facility of twenty-one units of subsidized senior housing. Set low on the site, the building is designed to blend with the local architecture of farm houses and single family homes. The project provided common spaces for the residents including a community room, laundry facilities, and administration offices for Vashon Household. Located on Vashon Island the project provided much needed senior housing and was well received by the public and residents.

Sustainable features include on-site stormwater detention, Energy Star appliances, fluorescent lighting, natural ventilation, universal design, native plantings, and proximity to transit and shopping. ARC and its civil engineer worked with King County on the design of an on-site detention system that avoided a costly stormwater vault.



OWNER INFO: Vashon Household

SQUARE FOOTAGE: 19,400 sf

DATE OF COMPLETION: 2003

CONSTRUCTION COST: \$1,331,700

KCHA SOUTHRIDGE RENOVATION KENT, WA

In partnership with King County Housing Authority & W.G. Clark, ARC Architects designed an exterior upgrade to transform a 1960's single wythe brick apartment block into a contemporary apartment building, which enhances the neighborhood fabric. The design includes window replacement and new exterior cladding systems to alleviate moisture issues and provide needed exterior wall insulation for the tenants to reduce energy use and costs. ARC worked closely with the contractor and owner to design a system that is durable and cost effective. Capturing space between existing brick 'fins' with bay windows added square footage and light to each of the units. The community building was also renovated to provide much needed space for families and children to meet together.



OWNER INFO: King County Housing Authority

SQUARE FOOTAGE: 28,700 sf

DATE OF COMPLETION: 2009

CONSTRUCTION COST: \$1,025,400

EHA PIVOTAL POINT EVERETT, WA

Currently in construction, this project is located near Broadway Avenue in Everett. The Pivotal Point apartments will provide 20 units of supportive housing for survivors of domestic violence. The two buildings, operated by Everett Housing Authority, are set on the site to provide a southeast facing courtyard at the corner and a secure private play area behind the buildings. The common rooms open onto both outdoor spaces. All units have their own ground related entry and are designed to encourage 'eyes on the street' from the kitchen, living, and dining rooms.

ARC worked with the client and consultant team to find ways to reduce construction costs - without sacrificing program or design amenities - to account for costs associated with poor soil conditions.



OWNER INFO: Everett Housing Authority

SQUARE FOOTAGE: 21,000 sf

DATE OF COMPLETION: Summer 2014

CONSTRUCTION COST: \$3,120,000



Solar panels on the Pacific Pearl buildings provide electricity for the offices and common spaces for the 15 unit development. These panels provide operation cost savings every year, and allow the non-profit to provide more DVS support services to residents and the community.

Pacific Pearl Supportive Housing, South

STATEMENT OF QUALIFICATIONS

ARCHITECTURAL REFERENCES

- public facilities
- administration
- medical & laboratory
- educational
- housing

references

PUBLIC FACILITIES

Rosehill Community Center

Jennifer Berner, Recreation & Cultural
City of Mukilteo
(425) 263-8180
jberner@ci.mukilteo.wa.us

On-Call Contract City of Bellevue

Glen Kost, Capital Projects Manager
Bellevue Parks and Community Services
425-452-4624
gkost@ci.bellevue.wa.us

Rainier Beach Community Center

David Graves, Senior Planner
Seattle Parks & Recreation
(206) 684-7048
david.graves@seattle.gov

South Bellevue Comm. Center

Ken Kroeger, Project Manager
Bellevue Parks and Community
Services
425-452-4624
kkroeger@bellevuewa.gov



ADMINISTRATION

Mukilteo City Hall

Jim Niggemyer
City of Mukilteo
425-263-8081
jniggemyer@ci.mukilteo.wa.us

Port Townsend City Hall

David Peterson, City Engineer
City of Port Townsend
(360) 379-5088
dpeterson@cityofpt.us

Sammamish City Hall

Peter Butkus (retired), Project
Manager
City of Sammamish
(360) 426-3043
pete@butkusconsulting.com



MEDICAL & LABORATORY

POMA Fertility Clinic

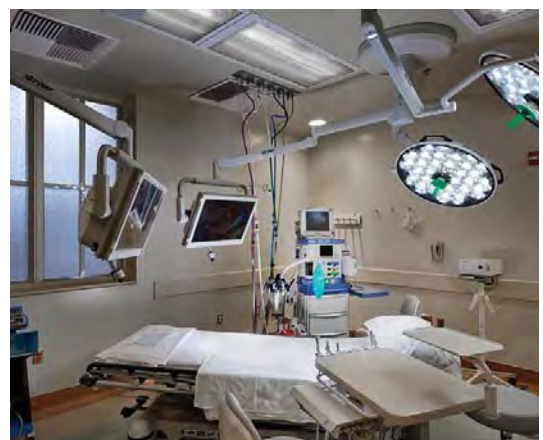
Klaus Wiemer
(425) 822-7662
KWiemer@pomafertility.com

The Polyclinic

Randal Brand, Director of Facilities
(206) 860-4416
randal.brand@polyclinic.com

Center for Human Development

Roni Wood, Operations Coordinator
(541) 962-8812
rwood@chdinc.org



EDUCATIONAL

UW Golf Renovation

Ken Kubota, Project Manager
University of Washington, Capital Projects
(206) 616-0360
krkubota@u.washington.edu

UW IT & Health Renovations

Catherine Vogt, Project Manager
University of Washington, Capital Projects
(206) 543-0545
cvogt@u.washington.edu

Suquamish Early Learning Center

Bob Gatz, Project Manager
Suquamish Tribe
(360) 394-8422
bgatz@suquamish.nsn.us



HOUSING

Southridge Renovation

Rick Hoffman, Project Manager
King County Housing Authority
(206) 574-1208
richardh@kcha.org

Pivotal Point Apartments

Rick Dorris, Facilities Director
Everett Housing Authority
(425) 339-1001
rickd@evha.org

DVS Shelter & Administration

Lachlan Foss, Project Manager
Common Ground
(206) 461-4500 x 120
lachlanf@commongroundwa.org



"The Springwood Youth Center is a terrific resource to the community and shows that a healthy, high-performance, energy-efficient facility can also be beautiful, affordable, and practical."

Stephen Norman, Executive Director,
King County Housing Authority

Springwood Youth Center, Kent WA



STATEMENT OF QUALIFICATIONS

ARCHITECTURAL

- project manager qualifications
- personnel qualifications

resumes



ARC ARCHITECTS

Principal

EDUCATION

MIT, Master of Science in Arch, 1982

MIT, Master of City Planning, 1982

University of Oregon, BA Arch, 1974

REGISTRATION

State of Washington, 1993

State of Oregon, 1981

LEED AP, 2006

AFFILIATIONS

American Institute of Architects

WA Recreation and Parks Association

STAN LOKTING, LEED BD+C

PRINCIPAL

Stan Lokting's design passion is contemporary architecture that contributes to the public realm, including community and recreation centers, parks, fire stations and libraries. He is also interested in health and wellness design for private, public and non-profit clients. In all cases, his open approach to the design process assures that all stakeholders' views are listened to and considered, without compromising the architectural outcome.

Stan's expertise is community and recreation design. He brings to ARC's clients expertise in programming and design for broad community needs, focusing multi-use, multi-generations, and long term sustainability. He has designed centers for the cities of Seattle, Richland, Tacoma, Tukwila, and Bellevue and the Suquamish Tribe.

His experience in healthcare design includes clinic, ancillary and diagnostic facilities for the Polyclinic (working with them for nearly 25 years), the University of Washington Medical Center, Harborview Medical Center, community-based clients and private practitioners. Many of the projects are renovations, requiring careful consideration of how on-going operations are accommodated.

References: See Reference Section

Representative Projects

Public & Administration Facilities:

Cowlitz Regional Conference and Events Center

Fire Station 34 Renovation, Seattle

Fire Station 25 Renovation, Seattle

Lake City Library, Seattle

Rosehill Community Center, Mukilteo

New Holly Neighborhood Campus, Seattle

Rainier Beach Community and Aquatic Center, Seattle

Richland Community Center

South Bellevue Community Center

Medical & Laboratory:

Center for Human Development, La Grande OR

Fidelis Healthcare Clinic, Bellevue

The Polyclinic Northgate Family Practice, Seattle

The Polyclinic Cardiology James Tower, Seattle

Sage Medicine Clinic, Kirkland

Education Facilities:

Schack Arts Center, Everett

Suquamish Early Learning Center, Suquamish Tribe

UW Golf Training and Clubhouse, Seattle

UW Healthcare Renovations, Seattle

UW MEB Telecommunications Upgrade, Seattle

Housing:

Albion Supportive Housing, Seattle

DVS Snohomish County Administration and Shelter, Everett

EHA Pivotal Point Apartments, Everett





ARC ARCHITECTS
Principal

EDUCATION

Washington State University,
Bachelor of Architecture, 1977
University of Copenhagen, 1975

REGISTRATION

State of Washington, 1981
LEED AP, 2006

AWARDS

National Honor Award, 1988
Certificate of National Merit, H.U.D., 1986
Int'l Illumination Design Award, 1993
Nat. Assoc. of Interior Designers Gold
Award, 1997



REX BOND, LEED BD+C

PRINCIPAL

Rex Bond's goal as a principal at ARC is to ensure that the firm's architectural designs exceed client's expectations. Guiding projects through interactive dialog with owners, their staff or the public at large, Rex is able to synthesize a project's essence and then weave creative design solutions throughout each project.

Rex leads much of ARC's civic design work focused in large part on city halls, public works and police. Many of these projects are designed as essential facilities with rooms that can convert to emergency operations centers in response to a major event. Cities with whom he has worked in this capacity include Bonney Lake, Ellensburg, Kirkland, Mukilteo, Sammamish and Washougal. This type of work has translated directly to other government agencies and corporate clients. He has been design lead for many agency and corporate headquarters as well as satellite offices around the Northwest.

Another aspect of ARC Architects is its commitment to designing projects for the more traditionally underserved populations in our society. Rex champions this effort leading the firm in designs for affordable housing and social support services. He currently is spearheading an office wide design effort for Tacoma/Pierce County Habitat for Humanity.

References: See Reference Section

Representative Projects

Public & Administration Facilities:
Eckstein Community Center, Seattle
Ellensburg City Hall
Jefferson Park Gymnasium & Renovation, Seattle
King County Housing Authority Community Buildings
Mukilteo City Hall
Onyx Software Offices
Puyallup Tribe Elder Center
Port Angeles Senior Center
Sammamish City Hall & Police Station

Medical & Laboratory:
Biotechnology Research Building, Seattle
Boston Scientific, Seattle
WSU Agriculture Research Center, Mount Vernon

Education Facilities:
UW Communications Building Renovation, Seattle
UW Digital Arts Renovation, Seattle
UW EDGE Classrooms, Lowe Hall, Seattle

Housing:
Adams View Housing, Yakama Nation, Wapato
JG Commons Senior Housing, Vashon
Pacific Pearl Supportive Housing, South Bend
Ravenna School Senior Housing, Seattle
Rosecrest Affordable Housing at Talus, Issaquah
Southridge Apartments Renovation, Kent



ARC ARCHITECTS
Associate

EDUCATION

University of Washington
Masters of Architecture, 1999

University of Maryland
Bachelor of Science in Arch., 1994
Minor in French

REGISTRATION

Washington, 2004
LEED AP, 2004

EMILY WHEELER, LEED BD+C

ASSOCIATE

Emily Wheeler is a thoughtful project manager and architect with more than 15 years experience. She brings creative vision and organization to every project. Her experience as a team leader and consensus builder provides clients with the assurance that their concerns will be addressed in a thoughtful manner in the design process.

Her experience has focused on public funded projects including civic buildings and affordable housing. Emily understands how to make the most of public funds through the design of enjoyable and durable places for our clients and their community. She enjoys the public process and working with owners to incorporate their ideas into a quality design for each program on its unique site.

She has managed the design and construction for several low-income supportive housing developments in Issaquah, South Bend, and Everett. From experience, Emily knows how to include Evergreen Sustainable Development Standards when required on new housing developments. Additionally, she is actively involved in Housing Development Consortium and leads the firm's efforts to stay current with technology developments and requirements for publicly funded projects.

Emily is very knowledgeable about sustainable strategies and systems that can be explored as options for each project. She was the LEED project administrator for Port Townsend City Hall and Rainier Beach Community Center and Pool, and understands the requirements for LEED as well as the potential client benefits for variety of sustainable design options.



ARC ARCHITECTS

EDUCATION

University of Oregon
Bachelor of Architecture, 1999
Minor in Fine Arts, 1999

REGISTRATION

State of Oregon, 2003
LEED AP, 2006
State of Washington, 2013

AWARDS

WRPA Facility Spotlight Award, 2012

PAUL ROSS CURTIS, LEED BD+C

PROJECT MANAGER

Paul Curtis has practiced architecture since 1999 and during that time has developed a strong passion for providing sensitive and creative architectural solutions for Civic project types. He finds particular fulfillment in creating design solutions that elegantly dovetail project-specific program needs with context-driven building form, orientation and materiality. This is most evident in his work on fire stations and community and recreation centers which are often a physical embodiment of community identity and values.

To this end, Paul brings a strong commitment to work with the public to create architecture that reflects the culture and character of the community in which it is built and he is adept at creating and maintaining an enjoyable dialogue between all of the players of a project including owner, user groups, community groups, consultants and contractors throughout design and construction. Paul's strength as a designer comes from his ability to listen carefully and thoughtfully. His open-minded approach allows a unique and consensus-built design to emerge.

As an experienced project architect and manager, Paul has the skills required to manage a project from programming through construction while diligently keeping a project on schedule and within budget. Paul is responsible for architectural design, consultant coordination, construction administration and specification research and writing. His most recent completed projects include Rosehill Community Center in Mukilteo, WA and renovations to Seattle Fire Stations 25 and 34.

**DAN PODOLL****ASSOCIATE**

Daniel Podoll is a designer and project manager with more than 20 years of experience. His work includes significant projects in the civic, community and health care architectural fields. As a project manager, he naturally brings a technical diligence to new construction as well as additions and renovations of existing structures. His knowledge of construction, the clients' programmatic goals and understanding each project's design intent is his passion.

ARC ARCHITECTS

Associate

Dan's civic experience includes a significant amount of adaptive re-use. He has worked with numerous public agencies within the City of Seattle, the City of Kirkland, Snohomish, King, Cowlitz and Kittitas Counties to convert derelict existing properties into new long-term investments.

EDUCATION

Pennsylvania State University,
Bachelor of Architecture, 1990

Dan's health care experience in both the public and private sector has evolved from the design of new replacement hospitals to the tenant improvement of new or existing clinical space. His passion for complex coordination between the disciplines ensures the final building product exceeds most clients' goals.

**JEFF WANDASIEWICZ****PROJECT MANAGER**

Jeff Wandasiewicz is a registered architect and an accomplished project manager with more than 13 years of experience. He is the longest tenured project manager at ARC Architects, joining the firm in 2001 after moving to Seattle from Phoenix, Arizona.

Regardless of the situation or subject matter in the realm of architecture, Jeff has an overall goal to present information that is precise, informative and inspiring. As a designer, he has a keen ability to implement visual techniques to clearly express design intent to clients, builders and the general public. Jeff's graphic design skill set has resulted in work as a signage consultant on projects that he also managed as an architect, integrating supergraphic imagery as a means of defining project identity and owner branding. Jeff is also utilized as the office's architectural photographer for website and marketing imagery.

ARC ARCHITECTS**EDUCATION**

Arizona State University,
Masters of Architecture, 2001

University of Florida,
BA in Architectural Design, 1999
summa cum laude

REGISTRATION

Washington, 2010

In his time at ARC, Jeff has built an extensive portfolio of successful medical office and healthcare projects. He was the on-call architect for The Polyclinic, Puget Sound's largest multi-specialty medical clinic, for over 8 yrs focusing on fast-track interior tenant improvements to many of their numerous Seattle clinics. His healthcare clients also include Overlake Hospital, Northwest Hospital and the University of Washington.

Jeff has built long-standing relationships with local higher education entities including Seattle University and the University of Washington, with a focus on office environments, athletics and the arts.



ARC ARCHITECTS

EDUCATION

Pennsylvania State University,
Masters of Architecture 2003
Bachelor of Architecture 2002
Minor in Architectural History

REGISTRATION

LEED AP, 2004

JENNIFER REESE, LEED BD+C

PROJECT MANAGER

Jennifer Reese is an experienced architectural designer and project manager responsible for design, consultant coordination construction administration and specification research and writing.

She believes in an architecture that is rooted to the place, culture, and the people it serves, and is committed to incorporating sustainable design into each project she undertakes. By looking at a building as an integrated system of design strategies, she challenges our team to provide innovative design solutions. Jennifer has been the LEED project administrator on several projects that include Sammamish Commons, Birch Creek Youth Center, and Mukilteo City Hall.

Jennifer's expertise is in community and public architecture, and has most recently been working on programming and collaborative office design for the City of Kirkland, the Utilities and Transportation Commission, Girl Scouts of Western Washington and King Conservation District. Many of these office projects include extensive rehabilitation of an existing structure, and reprogramming of spaces to improve office work flows and functions which contribute heavily on employee efficiency, health and well being.

Her experience in housing includes a multi-generational housing development for the Yakama Nation, low-income development upgrades and community centers for King County Housing Authority, and private residences throughout Western Washington.



ARC ARCHITECTS

EDUCATION

University of San Carlos, Phillipines
Bachelor of Architecture 2002

REGISTRATION

LEED AP, 2005

NOELLE GALICIA, LEED BD+C

PROJECT MANAGER

Noelle Galicia earned her bachelor's degree in Architecture in the Republic of the Philippines. She is a licensed architect in her native jurisdiction, and has gained experience in a variety of design environments. With both Eastern and Western influences in architecture, she brings fresh design ideas to the table and strives to be a catalyst in developing new visions of form and space.

Noelle is an experienced project designer and has been with ARC for 10 years and is responsible for architectural design, consultant coordination and construction drawings. She has a significant amount of tenant improvement work and interior renovations, especially in the medical and healthcare field. With her keen eye and consistent attention to detail, she is instrumental during material and finish selection, and is responsible for coordinating with furniture representatives and product suppliers to meet design, budget and schedule requirements. Her knowledge of finish materials helps to keep the office up-to-date on the latest design trends.

Noelle knows ADA requirements, including recent Department of Justice updates, and is ARC's accessible design specialist. She strives to incorporate Universal Design into every project and believes that a building can be both accessible and beautiful. Noelle spearheads the internal ADA review for ARC's projects.

management

MANAGEMENT

- scope & budget management
- project management

Scope and budget management are essential to every project's success. ARC's philosophy for controlling scope and budgets is to manage them continually, from programming through construction. Years of experience working with public clients and users provide us the tools to ensure that clients understand project scope, potential cost options and challenges. Clear communication and expectations will lead to successful projects.

We have developed methodologies appropriate to each phase. Owners are provided with clear documents, drawings, and budgets that guide their decision making and approval process. ARC ensures that the entire project team is clear about updated scope and budget at the beginning of each phase.

Planning & Programming

Interviews and meetings provide insights into needs and wishes, allowing us to align scope with budgets and planning level estimates. We develop project costs (hard plus soft costs) that will guide decisions and contingencies are conservative at this phase. Owner meetings provide review and confirmation of project goals before the design team moves forward with design.

Design

We manage scope creep and work with clients on prioritization and with consultants to find cost efficiencies. There are often estimate reconciliation meetings to align owner expectations with budget. There will be an estimate at the end of each phase, with diminishing contingencies. We will develop acceptable bid alternates that provide bid protection.

Construction

From the beginning, estimates will include a reasonable construction contingency. We carefully review change order proposals and monitor owner design changes. Quality construction documents minimize costly changes. ARC has an excellent track record for minimal change orders, with typical 2%-4% required change orders on public projects.

"They (a|r|c) have always worked as part of the team in a very collaborative manner, and have maintained the highest standards of compliance to schedule, quality of work, and cost control."

-Shirley Havenga, MA, MPA
Chief Executive Officer; Community Psychiatric Clinic

MANAGING BUDGET

An early understanding of the budget defines the parameters within which design ideas can flourish. Decisions about quality and size will be guided by budget considerations. We maintain a careful eye on the construction cost estimate throughout the process and refine designs in order to meet budget.

Our record of cost control is exceptional. Our estimates have averaged within 5% of bids and required change orders have averaged less than 3%, even with over 50% of our work as renovations. These successes are built upon our management of scope and budgets.

Cost Estimating

ARC Architects' approach to cost estimating is a system of checks and balances, designed to provide estimates that are sensitive to changing market conditions.

Independent cost estimates

We employ an independent cost estimator whose business is to provide cost estimates. We will select this estimator with input from you in order to align our team's skill and experience with your expectations. Our estimator will be expected to attend reconciliation meetings if budget and estimate are significantly different. Estimates and project scope will be reconciled before moving to the next phase.

Consultant review

Each of our consultant disciplines is tasked with reviewing the estimator's cost estimate, to verify if estimates are complete in terms of items and quantities, and to check whether unit and overall costs align with their recent experience.

Managing Budget and Schedule During Construction

It is important to avoid delays and cost overruns during construction. ARC works with our clients on specifications that include the contractor's scheduling responsibilities and will review those schedules at each field meeting and document them in our field meeting notes. Change order proposals will be reviewed in detail to determine whether they are fairly priced and whether there are less expensive ways to achieve the same result. Our goal is to minimize change orders and preserve construction contingency or, if desired, use it for alternates that may not have been accepted during bidding.

Project management is about managing all of your and our expectations for the project. It is always important to have clear communication to assure all project members understand scope, budget, and project expectations.

CONSULTANTS

We manage sub-consultants from scope, budget, and fee analysis through construction. We will work with you on selection of the right consultant team for each project. We have a stable of sub-consultants, many of which have specialty areas on which to draw. We can also suggest consultants for your consideration to meet the your Women and Minority Owned Business Enterprises goals.

MANAGING SCHEDULE

ARC uses a robust scheduling system which allows us to manage multiple projects simultaneously, while providing tailored service to each client and project. In order to serve projects well, we look at the overall office schedule which is structured upon individual project schedules.

Individual Project Schedules

Our project managers maintain an up-to-date schedule for every project. We track each task by phase, identify deliverables, document key milestones, and include owner meetings, design review, agency reviews, and permitting deadlines. This schedule is regularly updated and shared with the owner and design team so that everyone understands their tasks and responsibilities to meet milestones and deadlines.

Office Schedule

We maintain an overall office schedule for our design staff based on all projects within the office. Projects in the office schedule are structured around the particular phases and phase durations for each project. The schedule is updated weekly and reviewed at our weekly office meeting. This attention to schedule and sharing of needs allows us to allocate staff fully and to address the needs of all projects.

QUALITY ASSURANCE

We focus on four areas of quality control and will tailor these to each project.

Design

Each project is unique and will have its own set of parameters. We will work with you to determine overall project design goals and strategies. We will have office critiques during concept development to make sure design ideas are strong, creative, and match your project goals. 3D computer models will be used to communicate design concepts with you and the users.

Controlling Errors of Omission

To control errors of omission, the principal and project manager keep updated scope, permit, and space program checklists. We conduct with our consultants multiple site visits that test the design against existing conditions. Published checklists are also used to assure completeness of the design and documentation.

Controlling Technical Errors

To control technical errors, an experienced project manager not involved in the project reviews drawings and specifications for clarity, completeness, and cross referencing. We have multiple engineering review meetings to ensure coordination across disciplines. Our in-house ADA expert will review drawings for code and clarity. ARC also works with technical assistance from manufacturers' representatives. And finally, ARC's core team will be responsible for specifications and checking final documents.

Construction Management

Quality assurance continues until a project is complete. The ARC project manager and principal involved in each project will have a strong presence during construction to assure that the contractor and their team builds what was designed. ARC principals are involved in contract administration and management, to provide a high level of oversight and to help control risk.

ARC excels at construction administration. We will be involved in all construction field meetings, where schedule, regulatory, and construction issues are discussed and monitored, and will issue meeting notes in a timely fashion. We will manage the design team's responses to RFI's, change order proposals, and submittals in order to help the contractor meet their schedule. We are responsive and diligent through successful project completion.

THANK YOU
FOR YOUR CONSIDERATION

a|r|c ARCHITECTS

AUBURN YOUTH CENTER AND COMMUNITY CENTER			
TASK / SCOPE DESCRIPTION		September 25, 2014	
A/E FEE			\$1,031,485
	remarks		
TASK 1 - SCHEMATIC DESIGN 30%		17%	\$175,352
Two City Council Meetings	brainstorming and options		
Two Community Meetings	brainstorming and options		
Two Client Engagement Meetings			
One Client/Team Brainstorming Meeting	brainstorming, options, eco-charrette		
Individual Outreach Meetings	8 total		
Tour of Centers	day to be confirmed		
Programming	rooms, sizes, adjacencies		
2-3 Design Options w ROM Estimates	one and two story studies		
Preferred Option			
drawings			
basis of design			
outline specifications			
estimate			
Review	by client representatives		
Renderings	PR / outreach		
TASK 2 - DESIGN DEVELOPMENT 60%		17%	\$175,352
City Council Meeting	design review		
Community Meetings	design review		
Client Engagement Meetings	technical and design reviews		
LEED Certification			
50% DD	team coordination		
drawings, all consultants			
outline spec, all consultants			
100% DD			
drawings, all consultants			
outline spec, all consultants			
estimate			
Review			

TASK 3 - PERMITTING AND CONSTRUCTION DOCUMENTS (100%)		35%	\$361,020
City Council Meeting	design review		
Community Meetings	design review		
Client Engagement Meetings	technical and design reviews		
LEED Certification			
50% CD	team coordination and permitting		
drawings, all consultants			
specifications			
Permitting	SEPA, building, land use, etc.		
100% DD			
drawings, all consultants			
specifications			
estimate			
TASK 4 - BIDDING		2%	\$20,630
Questions			
Addenda	based on questions		
Bid Opening			
TASK 5 - CONSTRUCTION		27%	\$278,501
Meetings	weekly		
Submittals / Shop Drawings			
Requests for Information			
Pay Requests	monthly		
Punch and Backpunch	site and building		
LEED Certification	ongoing		
TASK 6 - PROJECT CLOSEOUT		2%	\$20,630
Record Drawings	digital and mylar		
O and M Manuals	consultant's review by discipline		
Warranty walk-through	one-year after substantial completion		

AUBURN YOUTH CENTER AND COMMUNITY CENTER CONSULTANT TEAM

BASIC

ARC Architects - architecture

KPFF – structural engineering

FSi – mechanical engineering and commissioning

Travis Fitzmaurice – electrical engineering

SPECIALTY

KPFF –civil engineering

Swift Company – landscape architecture

Clevenger Associates – food service

SSA Acoustics – acoustic / AV design

DCW Cost Management – cost estimating

Fermata – sustainable design

Heffron Transportation – traffic and parking analysis

