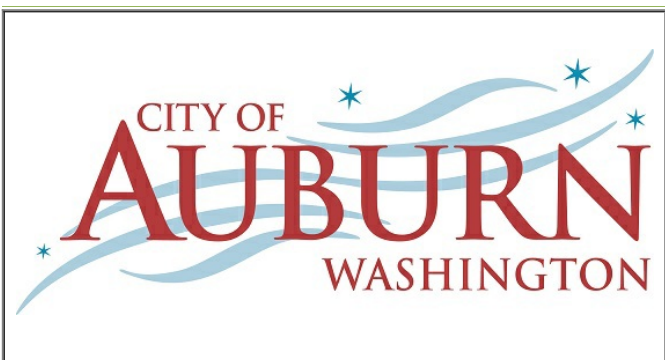


	City Council Meeting October 3, 2022 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

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

III. PUBLIC PARTICIPATION

1. Public Participation

The Auburn City Council Meeting scheduled for Monday, October 3, 2022 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/85186497721>

A. Pledge of Allegiance

IV. Roll Call

V. AGENDA MODIFICATIONS

VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

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

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

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

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

Email written comments to:
publiccomment@auburnwa.gov

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

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

VII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

VIII. 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 19, 2022 Regular City Council Meeting
- B. Minutes of the September 26, 2022 Study Session Meeting
- C. Claims Voucher (Thomas)

Claims voucher list dated October 3, 2022 which includes voucher numbers 469583 through 469731, in the amount of \$5,238,691.74 and three wire transfers in the amount of \$744,088.81

- D. Payroll Voucher (Thomas)
Payroll check numbers 539415 through 539420 in the amount of \$627,008.35, electronic deposit transmissions in the amount of \$2,348,341.08 for a grand total of \$2,975,349.43 for the period covering September 15, 2022 to September 28, 2022
- E. Setting the Date for Public Hearing for Sprint Communications Company, L.P. Franchise Agreement
City Council to set the date for a Public Hearing for Franchise Agreement No. FRN21-0003 for Sprint Communications Company, L.P. for a Telecommunications Franchise
- F. Setting the Date for a Public Hearing for the 2023 Community Development Block Grant Annual Action Plan
City Council to set the date for a Public Hearing for the City of Auburn's Community Development Block Grant 2022 Annual Action Plan

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

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

XI. ORDINANCES

- A. Ordinance No. 6881 (Thomas)
An Ordinance adding a new section to Chapter 3.23 of the Auburn City Code (ACC) imposing a Transportation Benefit District (TBD) Sales and Use Tax authorized by RCW 84.55 and RCW 36.73

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6881.)

- B. Ordinance No. 6886 (Caillier/Comeau)
An Ordinance amending Section 9.24.020 of the Auburn City Code, and repealing Section 9.24.030 of the Auburn City Code related to the designation and enforcement of anti-drug emphasis areas in the City

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6886.)

XII. RESOLUTIONS

- A. Resolution No. 5680 (Gaub)
A Resolution approving a material change policy as it relates to the Auburn Transportation Benefit District funded projects

(RECOMMENDED ACTION: Move to adopt Resolution No. 5680.)

- B. Resolution No. 5681 (Comeau)
A Resolution amending the City of Auburn Fee Schedule to adjust for 2023 fees

(RECOMMENDED ACTION: Move to adopt Resolution No. 5681.)

- C. Resolution No. 5685 (Comeau)
A Resolution approving and ratifying the Purchase and Sale Agreement between the

City of Auburn and Multicare for Real Property

(RECOMMENDED ACTION: Move to adopt Resolution No. 5685.)

D. Resolution No. 5686 (Hinman)

A Resolution adopting the 2023 State Legislative Agenda

(RECOMMENDED ACTION: Move to adopt Resolution No. 5686.)

XIII. MAYOR AND COUNCILMEMBER REPORTS

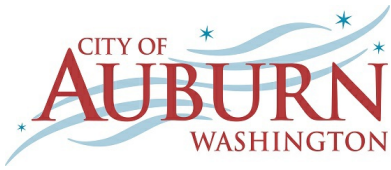
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XIV. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the September 19, 2022 Regular City Council Meeting

Department:

City Council

Attachments:

[09-19-2022 Minutes](#)

Date:

September 26, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

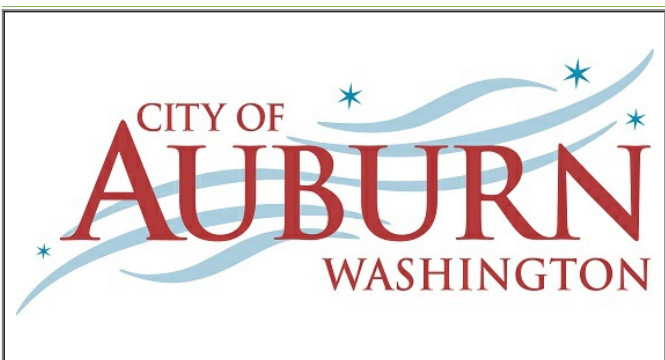
Revised Budget: \$0

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

Meeting Date: October 3, 2022

Staff:

Item Number: CA.A

	City Council Meeting September 19, 2022 - 5:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGEMENT

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

III. PUBLIC PARTICIPATION

1. Public Participation

The meeting was held in person and virtually.

A. Pledge of Allegiance

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

IV. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Kate Baldwin, Larry Brown, Robyn Mulenga, and Yolanda Trout-Manuel. Councilmember Bob Baggett was excused and Councilmember Chris Stearns arrived at 5:13 p.m.

Department directors and staff members present included: City Attorney Kendra Comeau, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Administration Dana Hinman, Director of Human Resources & Risk Management Candis Martinson, Director of Community Development Jeff Tate, Director of Finance Jamie Thomas, Director of Innovation and Technology David Travis, Chief Equity Officer Brenda Goodson-Moore, Administrative Assistant Julie Mehl, Senior Planner Alexandria Teague, Financial Planning Manager Frank Downard, Business Systems Analyst Jonathan Barbano, and City Clerk Shawn Campbell were in Chambers.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Childhood Cancer Awareness Month

Mayor Backus to proclaim the month of September 2022 as Childhood Cancer Awareness Month in the City of Auburn

Mayor Backus proclaimed September 2022 as Childhood Cancer Awareness Month.

Alexis Douglas, Miss Auburn's Outstanding Teen, Ambassador for Seattle Children's Hospital and cancer survivor, thanked the Mayor and Council for their support.

B. Hispanic Heritage Month

Mayor Backus to proclaim September 15 through October 15, 2022 as "Hispanic Heritage Month" in the City of Auburn

Mayor Backus read and proclaimed September 15th through October 15th, 2022, as Hispanic Heritage Month.

Leticia Figueroa, Nelda Trujillo and their daughters thanked the Mayor and Council for their support.

Mark Zeigler, Principal of Gildo Rey Elementary thanked Mayor and Council for their support.

C. Constitution Week

Mayor Backus to proclaim September 17-23, 2022 as "Constitution Week" in the City of Auburn

Mayor Backus read and proclaimed the week of September 17th through the 23rd, 2022, as Constitution Week.

Hilda Meryhew member of the National Society Daughters of the American Revolution (NSDAR), Lakota Chapter provided a brief history of the Constitution.

D. 2023-2024 Budget Review (Thomas)

Mayor Backus moved this item to the end of City Business.

Director Thomas provided Council with session one of the 2023 - 2024 Biennial Budget Workshop.

She reviewed the agenda for the three workshops, the budget related legislation, described the Funds the City has including; Governmental Funds, Propriety Funds and Fiduciary funds, the 2023-2024 Budget Goals, the 2023-2024 Budget considerations including potential recession, a fiscal imbalance, inflationary costs and CPI rates, increase City insurance rates, escalating demand for services, and

the recruitment and retention of skilled workforce. She also discussed the Revenue Projections including Property Tax, Sales Tax, Utility Tax and B&O Tax, the expenditure drivers including salaries and benefits, the current General Fund condition, the new requests for one time funds, and the 2023-2024 Preliminary Budget Summary.

Director Hinman and Chief Equity Officer Goodson-Moore presented on the Diversity Equity and Inclusion Program (DEI) and the Administration Budget out of the General Fund. They reviewed the Organizational Report, the goals and objectives from the 2021-2022 Budget, the Stage One progress from the Diversity, Equity and Inclusion initiative, and the two new budget requests. This Diversity Equity and Inclusion Budget will be its own budget item in the 2023-2024 Budget.

Director Martinson provided Council with the Human Resources General Fund request. She reviewed the accomplishments from 2021-2022 Budget, the 2023-2024 goals, the changes to the baseline budget from the 2021-2022 Budget to the 2023-2024 Budget, challenges with recruitment, retention of staff, a Municipal Court study, new requests for two new full time employees, inhouse training development, additional funding for certificate programs and an enhancement to NEOGOV/HRIS program.

Council discussed the metrics for the goals, pay scales and salary survey, data sources, costs for training, report from Emergency Management, CERT classes, Emergency Operation Center participating in the community events, the DEI process regarding hiring, L&I Claims, insurance rates, request for a presentation on the equal pay audit, a formal internship program, and use of one time money.

Mayor Backus recessed the meeting for 10 minutes 7:03 p.m. The meeting reconvened at 7:13 p.m.

Director Thomas provided Council with the Finance Department General Fund Budget. She reviewed the 2021-2022 accomplishments and the 2023-2024 goals, the increases to the baseline budget, two new full time employees, and a conversion of the City's financial software. She reviewed the Non-Departmental Fund, ARPA Funds, Cumulative Reserve Fund plan and policy change.

City Attorney Comeau provided Council with the City Attorney General Fund Budget. She reviewed the 2021-2022 accomplishments, the divisions of the department, ARPA Funding, additional funding for City owned property maintenance, and additional funds for an increase in services.

Director Tate provided Council with the General Fund Community Development Budget including Housing and Community Development funds, the Hotel/Motel Tax funds, Business Improvement funds, and the South King Housing and Homelessness Partners funds. He reviewed the departmental accomplishments, the 2023-2024 Goals, a one time funding request for a Human Services Program Need assessment, and the increased costs to the Community Development budget related to ARPA funding.

Council discussed funding for the financial software system, the number of employees for the B&O program, the role of the new positions, Economic Stabilization funds, catastrophic events, adequate funding for increased services, what the additional funding will cover, expansion of Community Court, the frequency of Community Court, admirative costs associated with SKHPP, the services provided from the Human Services division, funding for addiction services, an updated Downtown Housing Plan, access and availability of healthy food options, and hours of operation for the Auburn Food Bank.

VI. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

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

Mayor Backus announced that although the meeting began at 5:00 p.m. she is reopening the floor for Public Comment.

Adrienne Battle 2715 V Ct SE Auburn
Ms. Battle informed Council on a new volunteer program that provides animal fostering services to homeless and domestic violence victims in times of emergency.

Jonie Brooke 5501 Bridget Ave SE Auburn
Ms. Brooke expressed concerns with abortion.

B. Correspondence

There was no correspondence for Council to review.

VIII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

Councilmember Baldwin, Co-Chair of the Finance ad hoc committee, reported she and Councilmember Baggett have reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

IX. CONSENT AGENDA

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

A. Minutes of the August 15, 2022 Regular City Council Meeting

B. Minutes of the September 6, 2022 Special City Council Meeting

C. Minutes of the August 29, 2022 and September 12, 2022 Study Session Meeting

D. Claims Vouchers (Thomas)

Claims voucher list dated September 6, 2022 which includes voucher numbers 469224 through 469415, in the amount of \$1,699,424.27 and four wire transfers in the amount of \$715,230.53

Claims voucher list dated September 19, 2022 which includes voucher numbers 469416 through 469582, in the amount of \$3,729,247.65 and three wire transfers in the amount of \$633,880.51

E. Payroll Voucher (Thomas)

Payroll check numbers 539403 through 539406 in the amount of \$547,293.90, electronic deposit transmissions in the amount of \$2,279,741.55 for a grand total of \$2,827,035.45 for the period covering August 11, 2022 to August 31, 2022

Payroll check numbers 539407 through 539414 in the amount of \$73,991.94, electronic deposit transmissions in the amount of \$2,441,866.66 for a grand total of \$2,515,858.60 for the period covering September 1, 2022 to September 14, 2022

Deputy Mayor Jeyaraj moved and Councilmember Trout-Manuel seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 5-0

X. UNFINISHED BUSINESS

There was no unfinished business.

XI. NEW BUSINESS

There was no new business.

XII. ORDINANCES

A. Ordinance No. 6884 (Tate)

An Ordinance relating to the regulation of fences and retaining walls, and amending Sections 18.04.370, 18.04.372, 18.04.374, 18.31.020, and creating Sections 18.04.371, 18.04.373, 18.04.376, 18.31.025 of the Auburn City Code

Councilmember Brown moved and Deputy Mayor Jeyaraj seconded to approve Ordinance No. 6884.

MOTION CARRIED UNANIMOUSLY. 5-0

B. Ordinance No. 6885 (Tate)

An Ordinance relating to the elimination of the Environmental Park Zone and Business Park District by amending Chapter 18.36, and Sections 18.02.070, 18.23.020, 18.23.030, 18.23.040, 18.23.060, 18.31.100, 18.47.020, 18.50.040, 18.54.080, 18.55.030, 18.57.020, 18.57.030, 18.57.035, 18.64.020 and 3.60.036 of the Auburn City Code

Councilmember Baldwin moved and Councilmember Mulenga seconded to approve Ordinance No. 6885.

MOTION CARRIED UNANIMOUSLY. 5-0

XIII. RESOLUTIONS

A. Resolution No. 5676 (Comeau)

A Resolution amending the City Council Rules of Procedure

Deputy Mayor Jeyaraj moved and Councilmember Baldwin seconded to adopt Resolution No. 5676.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5679 (Council)

A Resolution of the City Council of the City of Auburn affirming its support of comprehensive reproductive healthcare, including abortion, and marriage equality; and its support of protections through Washington State and Federal Legislative action

Deputy Mayor Jeyaraj moved and Councilmember Baldwin seconded to adopt Resolution No. 5679.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5682 (Backus/Comeau/Tate)

A Resolution authorizing the Mayor to sign a Memorandum of Understanding (MOU) and related documents to enable the City to receive an allocated share of funds from the Washington Distributor Settlement

Deputy Mayor Jeyaraj moved and Councilmember Mulenga seconded to adopt Resolution No. 5682.

Council discussed the importance of this resolution.

MOTION CARRIED UNANIMOUSLY. 6-0

XIV. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

B. **From the Mayor**

XV. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:33 p.m.

APPROVED this 3rd day of October, 2022.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the September 26, 2022 Study Session Meeting

Department:

City Council

Attachments:

[09-26-2022 Minutes](#)

Date:

September 26, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

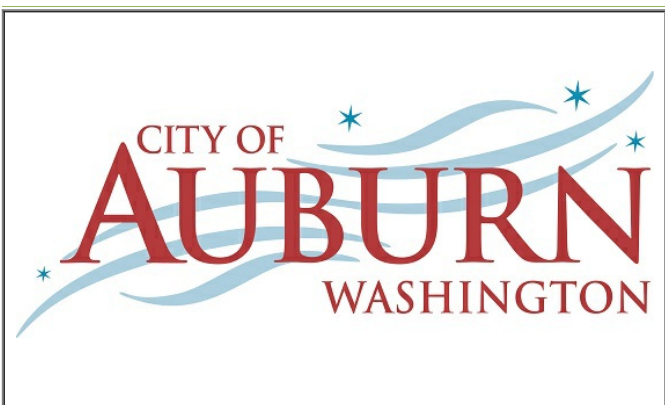
Revised Budget: \$0

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

Meeting Date: October 3, 2022

Staff:

Item Number: CA.B

	City Council Study Session Muni Services SFA September 26, 2022 - 5:30 PM City Hall Council Chambers AGENDA Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Bob Baggett, Larry Brown, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel. Councilmember Kate Baldwin arrived at 5:32 p.m.

Department directors and staff members present include: Senior City Staff Attorney Harry Boesche, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Parks, Arts and Recreation Daryl Faber, Director of Finance Jamie Thomas, Director of Human Resources & Risk Management Candis Martinson, Director of Community Development Jeff Tate, Director of Innovation and Technology David Travis, Director of Administration Dana Hinman, Chief Equity Officer Brenda Goodson-Moore, Officer Wellness Coordinator Angel Ogando, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Resolution No. 5680 (Gaub) (10 Minutes)

A Resolution approving a Material Change Policy as it relates to the Auburn Transportation Benefit District funded projects

Director Gaub provided Council with an overview of Resolution No. 5680 including background history and Council actions needed.

B. Resolution No. 5681 (Comeau) (10 Minutes)

A Resolution amending the City of Auburn Fee Schedule to adjust for 2023 fees

Senior Staff Attorney Boesche provided Council with an overview of Resolution No. 5681 including the proposed 2023 Fee Schedule changes.

C. Ordinance No. 6881 (Thomas) (5 Minutes)

An Ordinance adding a new section to Chapter 3.23 of the Auburn City Code (ACC) imposing a Transportation Benefit District (TBD) Sales and Use Tax authorized by RCW 84.55 and RCW 36.73

Director Thomas provided Council with an overview of Ordinance No. 6881.

IV. MUNICIPAL SERVICES DISCUSSION ITEMS

A. CARES Presentation (Backus) (15 Minutes)

Led by Carrie Talamaivao, Lead Social Worker, Valley Regional Fire Authority

This portion of the meeting was Chaired by Deputy Mayor Jeyaraj.

Lead Social Worker Carrie Talamaivao provided Council with an overview of Mobile Integrated Healthcare (MIH) and the CARES Program including connection services, the history, types of services, community relationships, opportunities, and mental healthcare.

Council discussed the number of Social Workers, youth shelters, scheduling, high volume times, King County Programs, referrals, opportunities, relationships, mental health, and police responses.

B. Washington State Legislative Priorities (Hinman) (30 Minutes)

A presentation of the 2023 Washington State Legislative Priorities draft for the 2023 session

Director Hinman provided Council with an overview of the Washington State Legislative Priorities including the 2023 Legislative Session, Bills and Actions, public safety, regulatory and land use, Public Works, Transportation, and Infrastructure, Parks, open spaces and Social Services.

Council discussed criminal penalties, impact fees, low income housing, funding, street lighting costs, the Auburn Golf Course, and climate change.

Deputy Mayor Jeyaraj recessed the meeting for 10 minutes 6:44 p.m. The meeting reconvened at 6:49 p.m.

C. Ordinance No. 6886 (Caillier/Comeau) (15 Minutes)

An Ordinance amending Section 9.24.020 of the Auburn City Code, and repealing Section 9.24.030 of the Auburn City Code related to the designation and enforcement of anti-drug emphasis areas in the City

Chief Caillier and Senior Staff Attorney Boesche provided Council with an overview of Ordinance No. 6886.

Council discussed Stay Out of Drug Areas (SODA), mandatory minimums, homelessness, equity impacts, and signage.

D. Fireworks Presentation (Caillier) (10 Minutes)
2022 Fireworks Emphasis after-action report

Chief Caillier and Commander Byers provided Council with an overview of the 2022 Fireworks Report including communications with the Muckleshoot Indian Tribe, staffing, injuries, and traffic.

Council discussed firework related arrests and thanked the Auburn Police Department for their efforts.

E. PAC Update (Caillier) (20 Minutes)

Chief Caillier provided Council with an overview of the PAC Update including safety concerns, technology updates, and staffing concerns.

Council discussed rescheduling the presentation.

F. Officer Wellness/DEI Presentation (Caillier) (15 Minutes)

Chief Caillier and Officer Wellness Coordinator Ogando provided Council with an update of Officer Wellness including Chaplains, fitness coaches, peer support, spousal support, and Diversity Equity and Inclusion (DEI).

Council discussed Officer life expectancy statistics, DEI, spousal support, pilot program, and Federal and State programs.

V. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:46 p.m.

APPROVED this 3rd day of October, 2022.

JAMES JEYARAJ, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Voucher (Thomas)

Department:

Finance

Attachments:

No Attachments Available

Date:

September 26, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

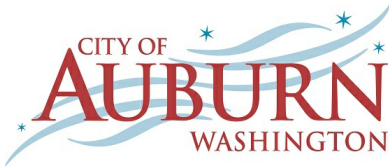
Claims voucher list dated October 3, 2022 which includes voucher numbers 469583 through 469731, in the amount of \$5,238,691.74 and three wire transfers in the amount of \$744,088.81.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: October 3, 2022

Staff:

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Department:

Finance

Attachments:

No Attachments Available

Date:

September 26, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:**Background Summary:**

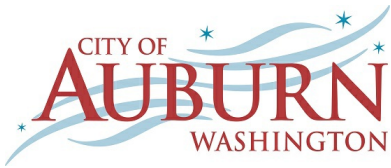
Payroll check numbers 539415 through 539420 in the amount of \$627,008.35, electronic deposit transmissions in the amount of \$2,348,341.08 for a grand total of \$2,975,349.43 for the period covering September 15, 2022 to September 28, 2022.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: October 3, 2022

Staff:

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Setting the Date for Public Hearing for Sprint Communications Company, L.P. Franchise Agreement

Date:

September 23, 2022

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council set the date of the Public Hearing for Franchise Agreement No. FRN21-0005 for Sprint Communications Company, L.P. for a Telecommunication Franchise for October 17, 2022, at 7:00 pm.

Background for Motion:**Background Summary:**

Section 20.04.040 of the Auburn City Code requires the City to hold a public hearing before granting or denying a franchise agreement. Staff requests that the City Council set the date of the public hearing for Franchise Agreement No. FRN21-0003 for Sprint Communications Company, L.P. for a Telecommunications Franchise for October 17, 2022 at 7:00 pm.

Section 20.02.040 of the Auburn City Code requires a franchise for any telecommunications carrier or operator to use public ways of the City and to provide telecommunications services to any person or areas inside or outside of the City.

Sprint Communications Company, L.P. has applied for a new franchise agreement to continue to operate their existing fiber optic telecommunications facilities located in the public way in 6 east/west road crossings through the Union Pacific Rail Road property that runs north/south through the City as their current agreement is in a month to month status. Sprint does not currently serve any customers inside of the city limits from the existing facilities. The proposed agreement is consistent with the City's standard franchise agreement language.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: October 3, 2022

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Setting the Date for a Public Hearing for the 2023 Community Development Block Grant Annual Action Plan

Date:

September 26, 2022

Department:

Community Development

Attachments:

[1. Notice of Public Hearing](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to provide permission to call for a Public Hearing for the proposed 2023 Annual Action Plan to be held on October 17, 2022 at 7:00pm

Background for Motion:**Background Summary:**

The City of Auburn's Community Development Block Grant (CDBG) Citizen Participation Plan requires Public Hearings to be held at two key stages of the Annual Action Planning process – prior to development to gain input on what should be included, and after the Action Plan has been drafted. The City of Auburn Human Services Committee held an initial Public Hearing during their August 22, 2022 meeting. Staff requests that the City Council provide permission to call for a Public Hearing for the proposed 2023 CDBG Annual Action Plan to be held on October 17, 2022 at 7:00pm.

The proposed [2023 Annual Action Plan](#) is a requirement for the Department of Housing and Urban Development's CDBG Program. The Action Plan describes housing and community development needs as well as proposed activities to address those needs. The Action Plan will reflect all public comments received. The Action Plan brings together the planning and funding recommendations for human services, neighborhood revitalization and capital improvements funded by the Community Development Block Grant program.

The draft plan is posted on the City's Community Services Division webpage, and written copies are available upon request.

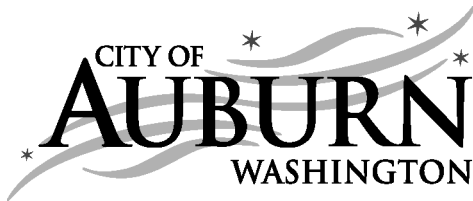
Reviewed by Council Committees:**Councilmember:****Staff:**

Tate

Meeting Date: October 3, 2022

Item Number:

CA.F



**Department of Community Development
Community Services Division
25 West Main Street
Auburn, Washington 98001**

Contact:
Joy Scott, Community Services Manager.
Phone: (253) 876-1965
Email: jfscott@auburnwa.gov

**NOTICE OF PUBLIC HEARING AND PUBLIC COMMENTS SOUGHT
REGARDING THE 2023 ANNUAL ACTION PLAN FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM**

Auburn, Washington — The City Council will conduct a public hearing in the Auburn City Hall Council Chambers, 25 West Main Street, on Monday, October 17, 2022 at 7:00 p.m. or soon thereafter. The purpose of this public hearing is to solicit public comments on the 2023 CDBG Annual Action Plan prior to its submission to the U.S. Department of Housing and Urban Development (HUD).

The proposed 2023 Annual Action Plan is a requirement for the Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The Action Plan will describe housing and community development needs as well as proposed activities to address those needs. The Action Plan will reflect all public comments received. The Action Plan brings together the planning and funding recommendations for human services, neighborhood revitalization and capital improvements funded by the Community Development Block Grant program. The Plan includes project descriptions, recommended funding and proposed accomplishments for the 2023 program year.

In accordance with 24 CFR 91 of HUD, the City of Auburn solicits comments and public input for its 2023 Community Development Block Grant (CDBG) program.

Copies of the City's 2020-2024 Consolidated Plan and the Draft 2023 Action Plan are available, at no charge, from the City of Auburn's Community Services Department located at 25 W. Main Street, Auburn, 98001. It is also posted on the City's website at www.auburnwa.gov/communityservices.

Interested residents may offer oral comments at the Auburn City Council public hearing on Monday, October 17, 2022 at 7:00pm.

The public can provide comments in-person or submit written comments in advance of the scheduled meeting. Written comments regarding input on needs, priorities, or funding for the 2023 Annual Action Plan may be submitted via mail, fax, or email.

Please mail written comments to:
City of Auburn
Dept of Community Development
Attn: Joy Scott, Community Services Manager
25 W Main St
Auburn, WA 98001

Please fax written comments to:
Attn: Joy Scott, Community Services Manager
Dept of Community Development
Fax number: 253-804-3114

Email written comments to:
Dept of Community Development
jfscott@auburnwa.gov

If an individual requires an accommodation to allow for remote verbal comment because of a difficulty attending a meeting of the board or commission, the City requests notice of the need for accommodation by 3:00 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote verbal comment by contacting the Community Services Manager in person, by phone (253) 876-1965, or email to jfscott@auburnwa.gov.

Comments can also be submitted online, at www.speakupauburn.org/cdbg. Comments will be accepted until 11:59pm on October 17, 2022.

Non-English speaking residents and citizens with speech, sight, or hearing impairments who wish to comment at the public hearing should contact the Auburn Department of Community Development. Each request will be considered individually according to the type of assistance required, the availability of resources, and the financial ability of the City to provide accommodation.

DO NOT PUBLISH BELOW THIS LINE

Please publish in the Seattle Times on September 16, 2022.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6881 (Thomas)

Department:

Finance

Attachments:

[Ordinance No. 6881](#)

Date:

September 29, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Ordinance No. 6881.

Background for Motion:

Ordinance 6881 enacts a .1% sales and use tax levy. Revenue generated from this tax will be used exclusively to fund street and road projects within the City of Auburn's Transportation Benefit District.

Background Summary:

In early 2022 a Council Ad Hoc Committee was formed to discuss sustainable funding needs for the City's Arterial and Local Street Preservation Programs. In April 2022, the City Council concurred with the Ad Hoc Committee's funding recommendation, which included a three-pronged approach: Implementation of a .1% Sales Tax as authorized by RCW 36.73.040(3) (a)(v) effective January 1, 2023; increasing the utility tax on city operated utilities to 2.5% effective January 1, 2023; and implementing car tab fees by January 1, 2025. Leveraging and implementing these three funding options will generate an estimated \$7 million in revenue, to exclusively fund essential transportations improvements citywide. Based on the concurrence of the City Council, management developed a proposed 2023-2024 Biennial Budget and a 2023-2028 Capital Facilities plan incorporating these new funding sources.

Ordinance No. 6881 enacts a 0.1% sales and use tax to fund the Transportation Benefit District formed by the City in 2011 pursuant to RCW 36.73.020(3). The sales tax and use tax imposed shall not exceed a period of ten years and will be used for the purpose of raising revenue to acquire, invest in, construct, improve, operate, preserve, maintain and/or fund transportation improvements with the City of Auburn's Transportation Benefit District. In conjunction with this ordinance, the Auburn City Code (ACC) will also be updated to reflect the additional tax and its use.

Reviewed by Council Committees:

Councilmember: Baggett

Staff:

Thomas

Meeting Date: October 3, 2022

Item Number:

ORD.A

ORDINANCE NO. 6881

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, ADDING A NEW SECTION TO
CHAPTER 3.23 OF THE AUBURN CITY CODE (ACC)
IMPOSING A TRANSPORTATION BENEFIT DISTRICT
(TBD) SALES AND USE TAX AUTHORIZED BY RCW 84.55
AND RCW 36.73

WHEREAS, RCW 36.73 permits cities to establish transportation benefit districts (TBDs) for the purpose of providing and funding transportation improvements within their borders;

WHEREAS, in 2011 the City enacted ACC 3.23 with Ordinance No. 6377, forming a TBD within the City of Auburn;

WHEREAS, in 2019 the Auburn City Council adopted Ordinance No. 6739, giving the City Council all rights, powers, functions and obligations of the Auburn TBD Board, pursuant to RCW 36.73.020(3);

WHEREAS, ACC 3.23.030 gives the City the authority to exercise any powers provided by law to fulfill the TBD's purpose;

WHEREAS, funding generated by the City's TBD shall be used for transportation improvements that preserve, maintain, and operate the planned and/or existing transportation infrastructure of the City/TBD, consistent with the requirements of RCW 36.76;

WHEREAS, RCW 36.73.065(4)(a) and RCW 84.55.0455 allow the City's TBD to enact a sales and use tax in an amount not exceeding one-tenth of one percent (.001) for a period of ten (10) years upon a majority vote of the governing board of the TBD for the purpose of funding TBD projects;

WHEREAS, a sales and use tax will be used for the purpose of acquiring, investing in, constructing, improving providing, operating, preserving, maintaining and/or funding transportation improvements within the City of Auburn TBD, which are identified and updated annually in the City of Auburn's Transportation Improvement Plan and the City's 6-year Capital Improvement Plan;

WHEREAS, as the City's TBD governing board, the City Council has considered and approved the enactment of this tax by passing this ordinance.

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

Section 1. New section to City Code. A new section 3.23.035 is added to ACC Chapter 3.23, to read as follows:

ACC 3.23.035 Sales and Use Tax for Transportation Benefit District

For the purpose of fulfilling the authorized purposes of the City's transportation benefit district, there is imposed within the City a one-tenth of 1% sales and use tax (.001). This tax is in addition to any other taxes authorized by law. The tax shall be collected from persons taxable by the State under RCW 82.08 and RCW 82.12, upon any taxable event occurring within the district's boundaries. Money received from this tax must be spent in accordance with RCW 36.73 and/or ACC 3.23.040.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

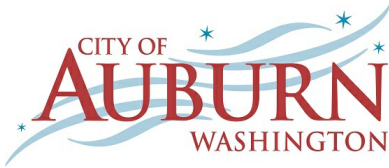
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6886 (Caillier/Comeau)

Date:

September 28, 2022

Department:

Police Department/Legal

Attachments:

[ORD 6886](#)

[Exhibit A](#)

[SODA Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Ordinance No. 6886.

Background for Motion:

Ordinance No. 6886 amends the Stay Out of Drug Areas (SODA) Ordinance to alter the penalties for violating the Ordinance and to clarify Ordinance language.

Background Summary:

During the City's annual review of Chapter 9.24 Auburn City Code, and in light of the growing concerns facing the City of Auburn, several updates are recommended at this time to improve the clarity of language and to enhance the penalties for violations to more effectively address violations of the ordinance.

The enforcement measures under this ordinance will be accompanied by resources available within SCORE that require an individual to undergo an assessment, engage in treatment, and be paired with other drug-related resources.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff:

Caillier/Comeau

Meeting Date: October 3, 2022

Item Number:

ORD.B

ORDINANCE NO. 6886

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 9.24.020 OF THE AUBURN CITY CODE, AND REPEALING SECTION 9.24.030 OF THE AUBURN CITY CODE RELATED TO THE DESIGNATION AND ENFORCEMENT OF ANTI-DRUG EMPHASIS AREAS IN THE CITY

WHEREAS, certain areas of the City experience repeat and ongoing incidents of drug related crime and other drug-related activity that harms the City, its residents and its businesses;

WHEREAS, in 2018 the City enacted Auburn City Code (ACC) 9.24.020 to address the issue by designating certain areas of the City as anti-drug emphasis areas, and establishing corresponding penalties for unlawfully entering or remaining in such designated areas;

WHEREAS, several State law changes since 2018 warrant the City's revisiting the text of ACC 9.24.020 to ensure that it remains effective in deterring and addressing unwanted illegal drug activity in the City. These State law changes include:

- the Washington Supreme Court's decision in State v. Blake, 197 Wn.2d 170 (declaring on February 25, 2021 that RCW 69.50.4013 related to drug possession was unconstitutional and unenforceable);
- the State Legislature's post-Blake revisions to RCW 69.50.4013 (reducing illegal drug possession from a felony to a misdemeanor); and
- the State Legislature's passage of RCW 10.31.115 (related to drug addiction assessment and treatment referrals in lieu of arrest for illegal drugs);

WHEREAS, numerous members of the local business community attended and spoke at the City Council's July 18, 2022 meeting to express ongoing frustration related to illegal drug and criminal activity occurring in the City's downtown business corridor;

WHEREAS, in light of these events following the City's enactment of ACC 9.24.020, the City has determined that the penalties for its violation should be enhanced to more effectively address violations of the ordinance;

WHEREAS, additional language within ACC 9.24.020 should be revised for clarity and precision, to aid in interpretation and enforcement; and

WHEREAS, ACC 9.24.030 should be repealed as its penalty provisions will be incorporated into the revisions to ACC 9.24.020.

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

Section 1. Amendment to City Code section. Section 9.24.020 of the Auburn City Code is hereby amended to read as set forth in Exhibit A to this Ordinance;

Section 2. Repeal of City Code section. Section 9.24.030 of the Auburn City Code is hereby repealed.

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

Section 4. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 5. **Effective date.** This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____

ORD. 6886—EXHIBIT A

ACC 9.24.020
areas

Designation and enforcement of anti-drug emphasis

A. Designation of City anti-drug emphasis areas. ~~Certain areas of the city shall be designated as and identified to be anti-drug emphasis areas based on the repeat incidents of illegal drug activities occurring therein, enforcement of which shall be enhanced through the use of court orders prohibiting offenders convicted of unlawful drug-related acts or loitering for drug purposes within the said areas from entering or remaining in anti-drug emphasis areas. The areas to be so designated shall be identified by the city council in an ordinance or resolution passed after consultation with the mayor, city attorney and the chief law enforcement officer of the city, and the list identifying such areas shall be kept on file in the office of the city clerk. Additional areas may also be identified by the judge of the municipal or district court hearing drug-related cases arising from within the city. If a defendant is convicted of a drug-related case occurring within an area designated as an anti-drug emphasis area, a condition or term of sentence, deferral, or suspension shall be that such defendant shall stay out of all areas of the city designated as an anti-drug emphasis area, unless the court finds extenuating circumstances in the defendant's particular case justifying avoidance of some or any of the requirement for such condition or term of sentence, deferral, or suspension. In such case, the extenuating circumstances shall be identified and recited in the record of the case, and any variation in conditions or terms of sentence deferral, suspended sentence or reduction or exclusion of anti-drug emphasis areas shall also be identified and recited in the record of the case. The court ordered condition or term of sentence, deferral, or suspension shall be in effect for the period of two years from the date of the court's order; provided, that the defendant may petition the court for modification or earlier termination of the order.~~

B.—1. Area designation generally. ~~Based on repeat and ongoing incidents of illegal drug activity and/or other illegal activity involving illegal drugs occurring in the below identified City areas, and after consultation between the City Mayor, City Attorney and police chief, t~~The City designates the following areas identified in this subsection as ~~, generally depicted (for illustrative purposes only) on the maps appended as Exhibits "A" and "B" to the ordinance codified in this chapter are hereby designated as and identified to be~~ anti-drug emphasis areas. This designation includes:

all rights-of-way located within the identified areas, and all rights-of-way that are adjacent to the area's outer perimeter:

AREA I. DOWNTOWN AREA:

BEGINNING AT THE INTERSECTION OF E STREET NE AND 23RD STREET NE; THENCE EASTERLY TO THE INTERSECTION OF N STREET NE AND 24TH STREET NE; THENCE CONTINUING ALONG SAID TANGENT EAST TO THE GREEN RIVER; THENCE EASTERLY, SOUTHERLY AND WESTERLY ALONG THE GREEN RIVER TO A POINT THAT IS EAST OF 14TH STREET NE; THENCE WEST ALONG 14TH STREET NE, AS EXTENDED, TO AUBURN WAY NORTH; THENCE SOUTHERLY ALONG AUBURN WAY NORTH TO 4TH STREET NE; THENCE EASTERLY ALONG 4TH STREET NE TO J STREET NE; THENCE SOUTHERLY ALONG J STREET NE AND SE AS EXTENDED TO STATE HIGHWAY 18; THENCE EASTERLY ALONG STATE HIGHWAY 18 TO M STREET SE; THENCE SOUTH ALONG M STREET SE TO 8TH STREET SE; THENCE WESTERLY ALONG 8TH STREET SE TO A POINT THAT IS SOUTH OF J STREET SE, AS EXTENDED; THENCE SOUTHERLY ALONG SAID J STREET SE EXTENSION TO 9TH STREET SE; THENCE WESTERLY ALONG 9TH STREET SE TO H STREET SE; THENCE SOUTH ALONG H STREET SE TO THE ALLEY SOUTH OF AND RUNNING GENERALLY PARALLEL TO 9TH STREET SE; THENCE WESTERLY ALONG SAID ALLEY TO ITS INTERSECTION WITH AUBURN WAY, SOUTH; THENCE NORTHWESTERLY ALONG AUBURN WAY SOUTH TO ITS INTERSECTION WITH F STREET SE; THENCE NORTHEASTERLY ALONG F STREET SE TO ITS INTERSECTION WITH 9TH STREET SE; THENCE WESTERLY ALONG 9TH STREET SE, AS EXTENDED, TO THE INTERURBAN TRAIL; THENCE NORTHERLY ALONG THE INTERURBAN TRAIL TO 2ND STREET NW; THENCE EASTERLY ALONG 2ND STREET NW TO C STREET NW; THENCE NORTHERLY TO A POINT THAT IS WEST OF 18TH STREET NE, AS EXTENDED, THENCE EAST TO E STREET NE; THENCE NORTHERLY ALONG E STREET NE TO THE POINT OF BEGINNING.

AREA II. THE OUTLET COLLECTION:

BEGINNING AT THE INTERSECTION OF 15TH STREET SW AND STATE HIGHWAY 167; THENCE NORTHERLY ALONG STATE HIGHWAY 167 TO STATE HIGHWAY 18; THENCE EASTERLY ALONG STATE HIGHWAY 18 TO THE INTERURBAN TRAIL; THENCE SOUTHERLY ALONG THE INTERURBAN TRAIL TO 15TH STREET SW; THENCE WESTERLY ALONG 15TH STREET SW TO THE POINT OF BEGINNING.

AREA III. SOUTH END:

BEGINNING AT THE INTERSECTION OF THE WHITE RIVER AND A STREET SE; THENCE NORTHERLY ALONG A STREET SE TO 21ST STREET SE; THENCE EASTERLY ALONG 21ST STREET SE TO R STREET SE; THENCE SOUTHERLY ALONG R STREET SE TO 29TH STREET SE; THENCE WESTERLY ALONG 29TH STREET SE TO M STREET SE.; THENCE SOUTHERLY ALONG M STREET SE, AS EXTENDED, TO THE WHITE RIVER; THENCE SOUTHWESTERLY ALONG THE WHITE RIVER TO THE POINT OF BEGINNING.

AREA IV. CITY PARKS ~~PROPERTY~~:

ALL CITY PARKS, ~~INCLUDING, PROPERTY THROUGHOUT THE CITY IS DESIGNATED AS AN ANTI DRUG EMPHASIS AREA. FOR THE PURPOSES HEREOF, CITY PARK PROPERTY INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING PARK PROPERTIES AND ALL OF THEIR FACILITIES, AMENITIES AND COMPONENTS THEREIN:~~

Park Name	Address	Proximate Acres
21st St. Playground	405 21st St. SE	0.17
104th Ave. SE (Green River Park)	31495 104th Ave. SE	14.73
Auburndale	31802 108th Ave. SE	9.64
Auburndale II	29725 118th Ave. SE	9.34
Auburn Environmental Park	413 Western Ave. NW	120
Auburn Golf Course	29630 Green River Rd. SE	180
Ballard	1612 37th Way SE	0.66
Bicentennial Park	502 Auburn Way S	1.07
B Street Plaza	148 E Main St.	0.10
Brannan	1019 28th St. NE	26.63
Cameron	3727 Lemon Tree Lane	3.83
Cedar Lanes	1002 25th St. SE	8.27
Centennial Viewpoint	402 Mountain View Dr.	0.7
City Hall Plaza	25 West Main St.	1.10
Clark Plaza	1420 Auburn Way N	0.25

Park Name	Address	Proximate Acres
Clark Property	1300 block, Oravetz Road – Parcel No. 302105-9025 SE ¼ of SE ¼ Lying South of Stuck River, less Roads, Sec. 30, Twp. 21 N, Rge. 5 E WM	26.68
Community Garden	1030 8th St. NE	1.04
Dorothy Bothell Park	1087 Evergreen Way SE	4
Dykstra	1487 22nd St. NE	1.78
Fenster Nature Park	2033 4th St. SE	12.58
Forest Villa	1647 Fir St. SE	0.23
Fulmer Park	1101 5th St. NE	5.13
Gaines Park	1008 Pike St. NW	1.34
Game Farm	3030 R St. SE	53.0
Game Farm Wilderness	2401 Stuck River Dr. SE	72.0
GSA Park	413 15th St. SW	6.13
Indian Tom Park	1316 6th St. NE	0.43
Isaac Evans	29827 Green River Rd. SE	19.87
Jacobsen Tree Farm	29387 132nd Ave. SE	29.3
Jornada Park	1433 U Ct. NW	1.89
Kersey Way A	5480 Charlotte Ave. SE	2.73
Kersey Way B	5530 Udall Ave. SE	0.79
Lakeland Hills	1401 Evergreen Way SE	5.05
Lea Hill	31693 124th Ave. SE	9.0
Lea Hill Tennis Courts	32121 105th Pl. SE	1.18
Les Gove	910 9th St. SE	20.86
Mary Olson Farm	28728 Green River Rd. SE	67
Mill Pond	4582 Mill Pond Dr. SE	4
Mountain View Cemetery	2020 Mountain View Dr.	60
Pioneer Cemetery	8th St. NE and Auburn Way N	0.76
Plaza Park	2 West Main St.	0.19
Riverpoint Park	1450 32nd St. NE	3.8
Riversands Park	5014 Pike St. NE	1.76
Roegner Park	601 Oravetz Rd. SE	21.25
Rotary Park	2635 Alpine St. SE	4.14
Scottie Brown Park	1403 Henry Rd. NE	1.34
Shaughnessy Park	3302 21st St. SE	3.46
Slaughter Memorial	2988 Auburn Way N	0.02
Sunset Park	1420 69th St. SE	15
Terminal Park	1292 C St. SE	1.2
Veterans Memorial	405 E St. NE	7.65
Village Square Park	12111 SE 310th St.	1.10
West Hill Lake Property	32054 58th Ave. S	9.25

AREA V. TRAIL AND RECREATIONAL PROPERTIES:

~~The following in addition to the above-described park properties, the city park property anti-drug emphasis area includes any and all properties, whether owned by the city or not, on which any part thereof is used for trail and/or recreational purposes and which is maintained, in whole or in part, by the city of Auburn, including but not limited to the following:~~

~~1.—Interurban Trail.~~ This trail parallels the Union Pacific Railroad for much of its length. The Interurban Trail currently runs north to south through Tukwila, Kent, Auburn, Algona and Pacific, and is approximately 17 miles long, with 4.5 miles in Auburn.

~~2.—White River Trail.~~ The White River Trail, within Roegner Park, extends along the White River to the Game Farm Wilderness Park for 2.25 miles.

~~3.—Lakeland Linear Trail.~~ Lakeland Linear Trail meanders from Evergreen Way along Lakeland Hills Way connecting to Sunset Park.

~~4.—Reddington Levee Trail.~~ This trail goes from Brannan Park/Brannan St., north to I St. along the Green River, for 1.7 miles.

~~5.—C Street Trail.~~ The C Street Trail extends from Ellingson Road SW, along C Street SW, to 15th Street SW.

~~C. Each of the above-described/designated anti-drug emphasis areas includes all rights-of-way located within the described areas and also includes any and all rights-of-way adjacent to the outer perimeter thereof.~~

~~D. Each of the above-described/designated anti-drug emphasis areas includes the total real estate parcel area of all parcel where any part of which is located within any of the above-described designated anti-drug emphasis areas.~~

2. Designation of additional areas. A judge hearing City controlled substance-involved criminal cases may also identify additional or different areas of the City applicable to an individual case in an order entered under this section.

3. Review of area designations. The areas designated in this section shall be reviewed in accordance with ACC 9.24.090.

B. Enforcement of area designations.

1. Court issuance of “Stay out of Drug Areas” or “SODA” orders. A judge hearing a City criminal case may issue a “Stay out of Drug Areas” or “SODA” order if reasonably satisfied that the charge or conviction involves a controlled substance as defined by State or Federal law. A SODA order may prohibit the defendant from entering specified areas designated in this section, individual locations within such specified areas, or other areas identified under subsection A.2 of this section. SODA orders issued under this section shall:

a. Be written;

b. Specify the area or areas that the defendant is prohibited from entering, and/or any exceptions to such prohibitions that apply in an individual case;

c. Indicate the order’s duration, which shall not exceed the court’s jurisdiction over the underlying case proceedings; and

d. Be served by the court on the Defendant at the time of its issuance or as soon as practicable thereafter.

2. Recall or modification of order. If the court recalls or modifies the terms of an issued SODA order, the recall or modification shall be written and served on the defendant as soon as practicable.

3. Transmittal of records to police department. Upon issuance, modification or recall of a SODA order, the court shall promptly provide the City police department with a copy of the applicable documents for entry into local law enforcement records.

4. Violation of SODA order as criminal offense—penalties.

a. A knowing and willful violation of a SODA order issued by a court under this chapter is a gross misdemeanor with a maximum penalty of 364 days in jail and/or a \$5,000 fine.

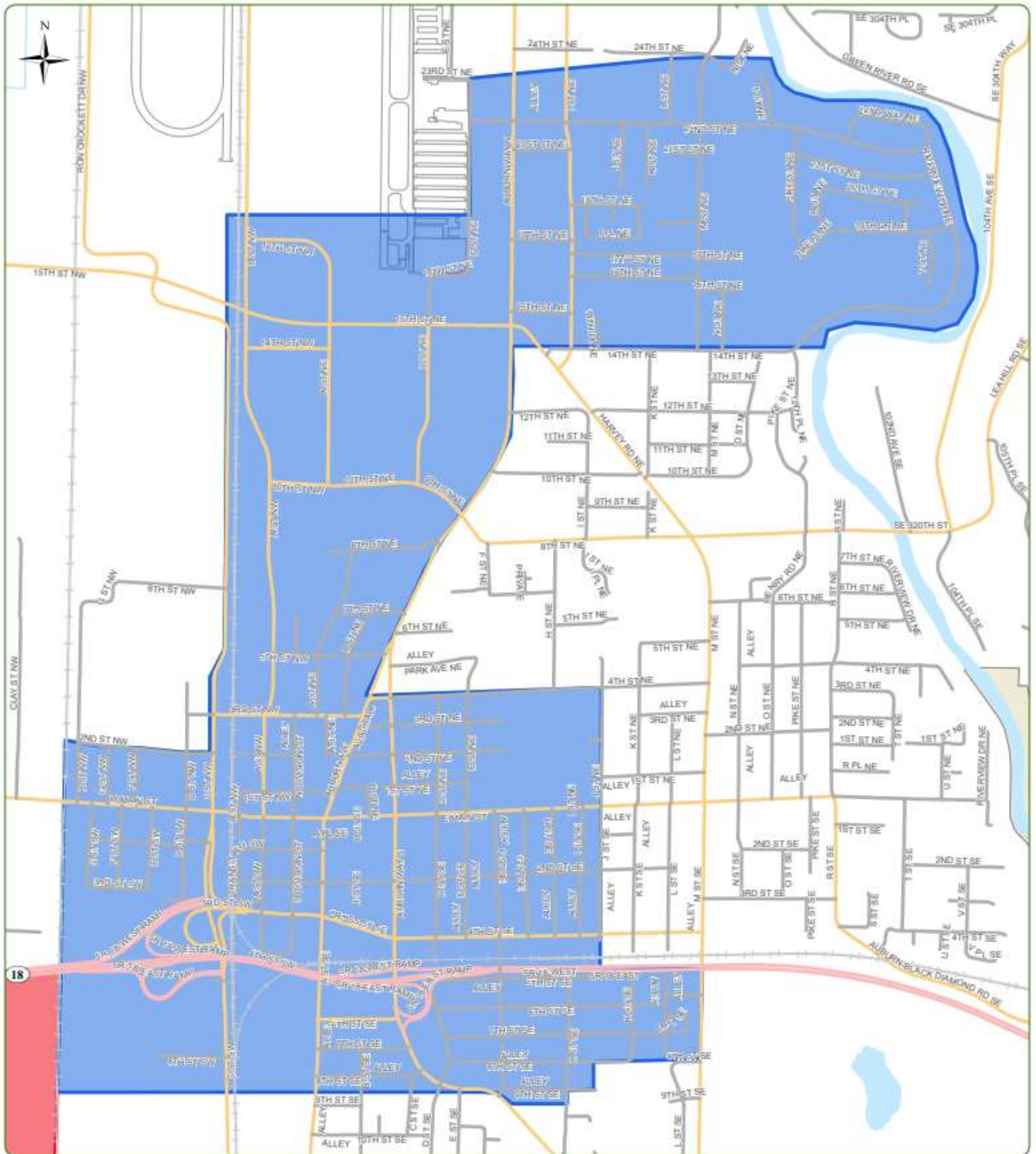
b. Mandatory minimum penalties. The following SODA order violation convictions carry a mandatory minimum penalty of 30 days in jail:

(i) A third or subsequent conviction of this section;

(ii) A violation that occurs at or within 1,000 feet of a playground, day care, or school; or

(iii) A violation that involves any assault or other acts of violence against another person or persons.

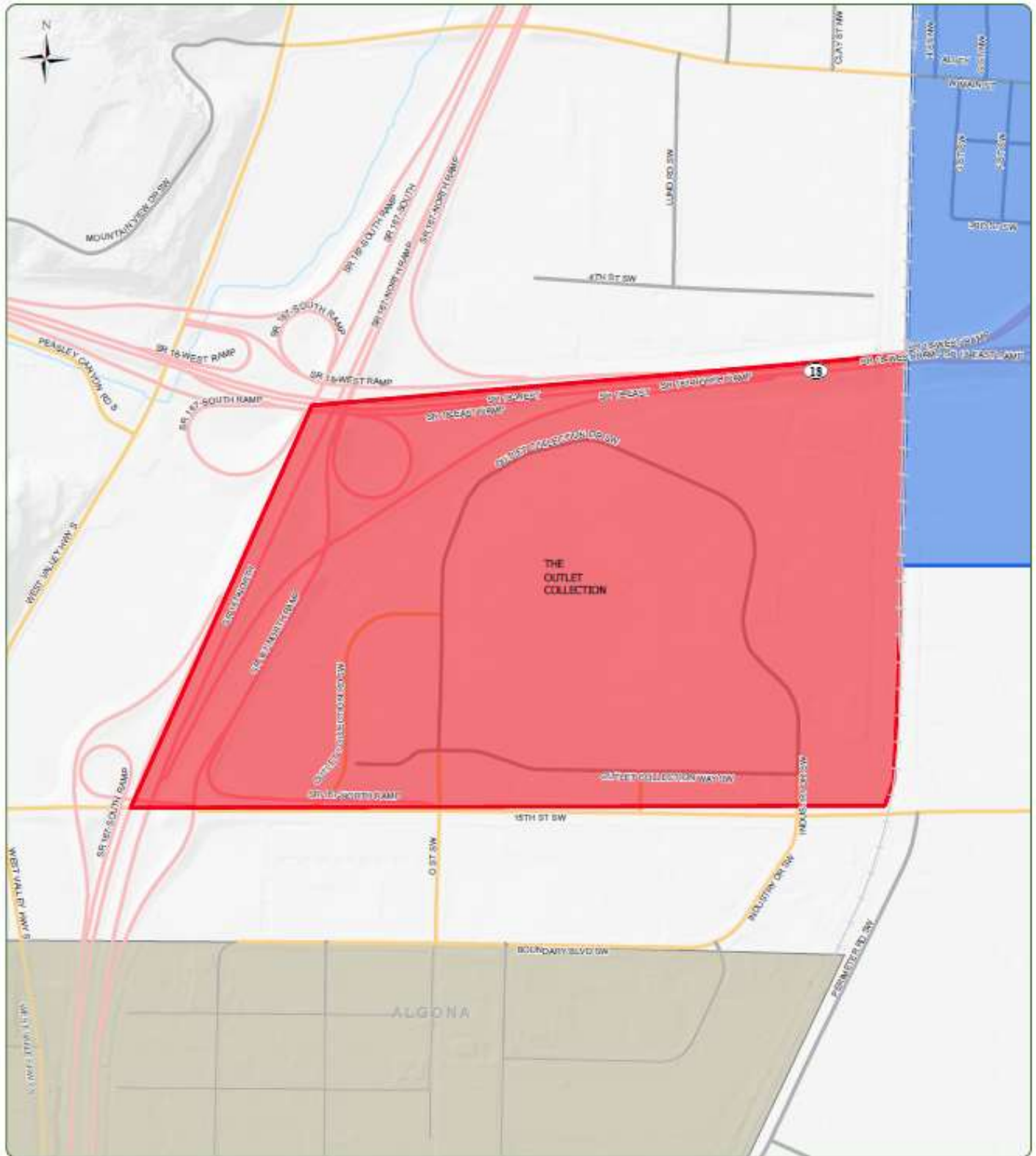
Anti-Drug Emphasis Area 1



Printed On: 2/3/2022
Map ID: 6189

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.

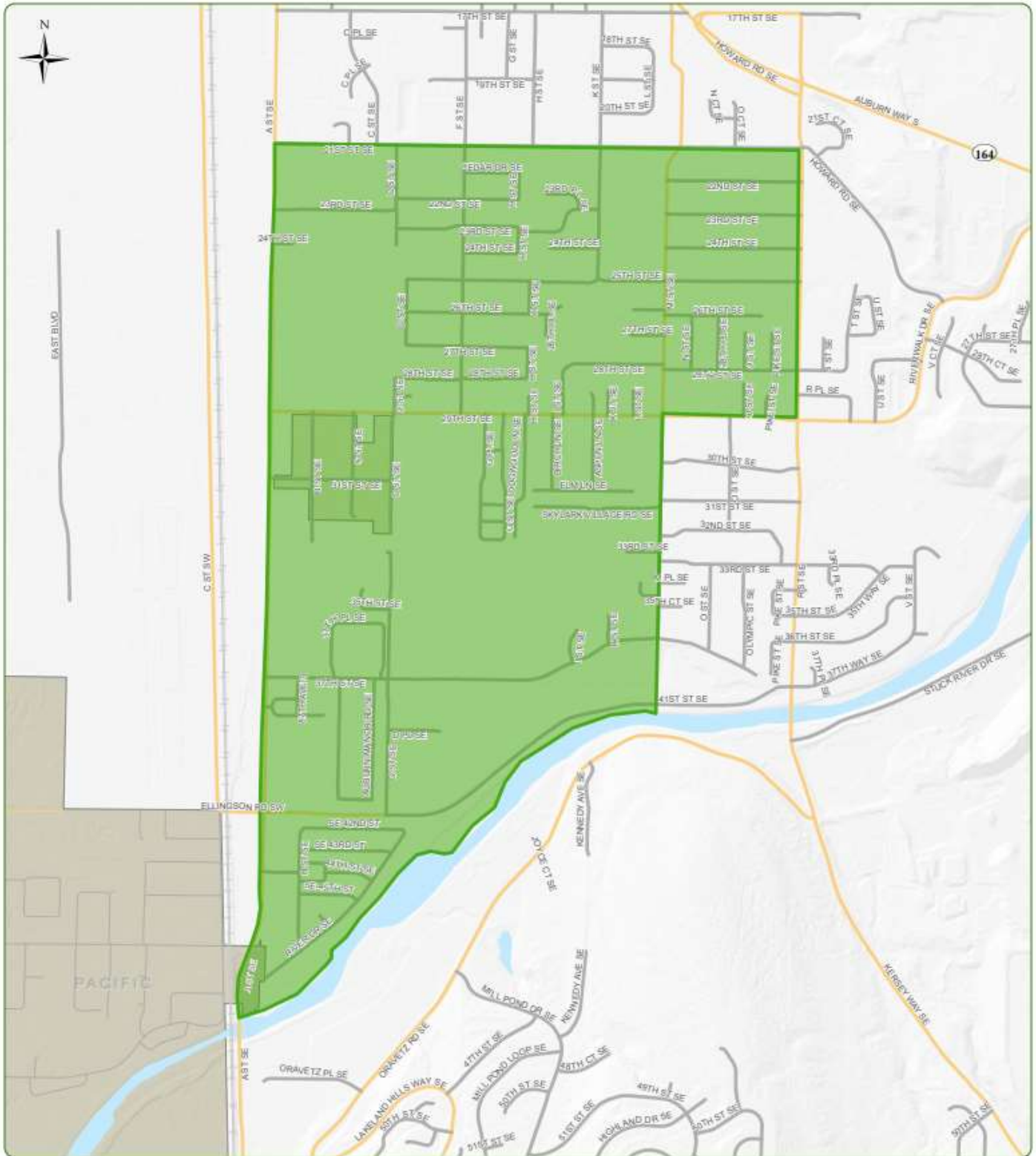
Anti-Drug Emphasis Area 2



Printed On: 2/3/2002
Map ID: 6189

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.

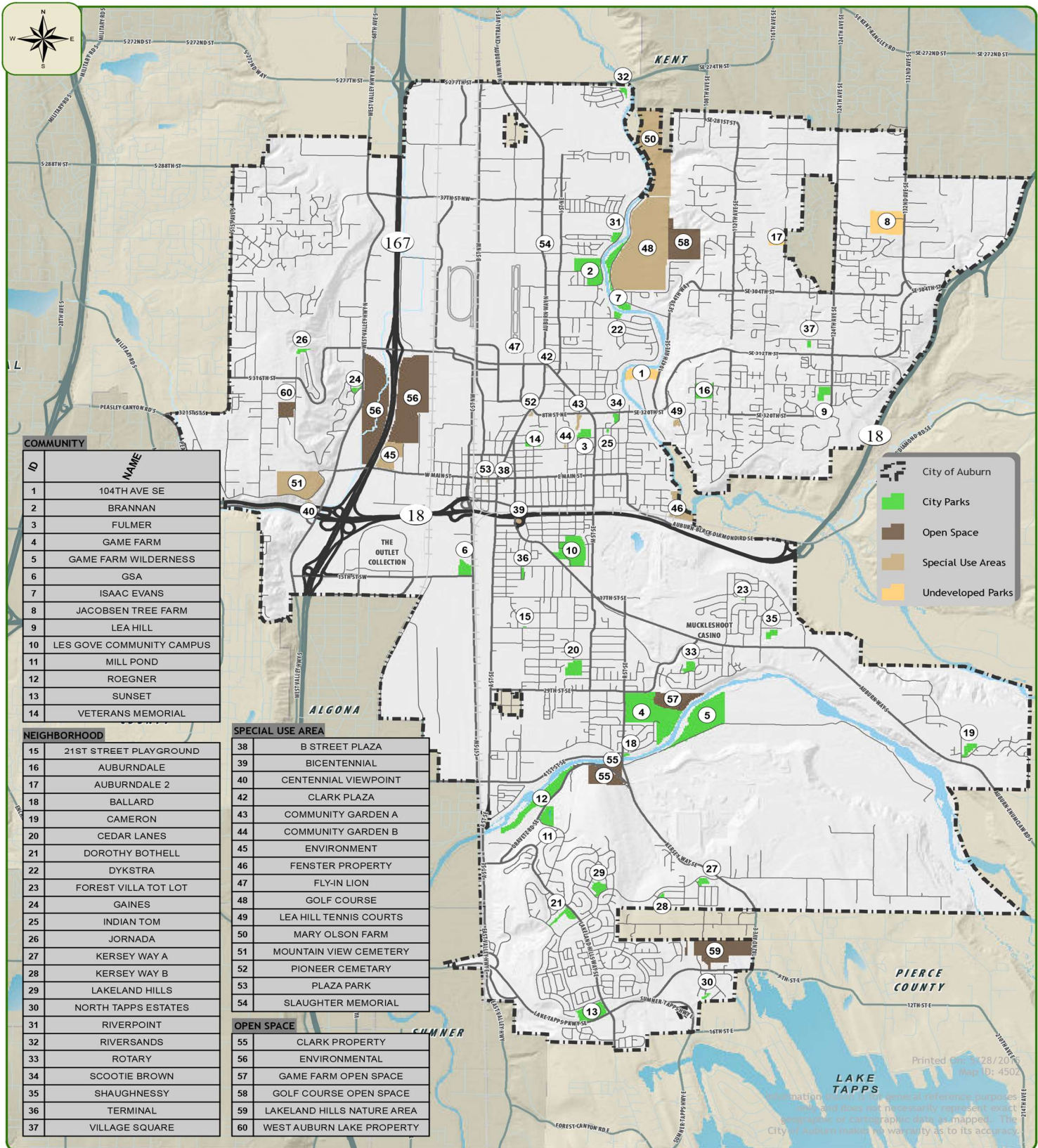
Anti-Drug Emphasis Area 3

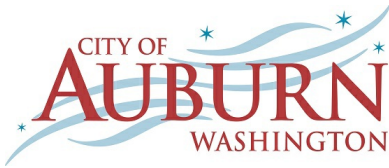


Printed On: 2/7/2022
Map ID: 8189

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.

City of Auburn Parks Inventory Map





AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5680 (Gaub)

Date:

August 31, 2022

Department:

Public Works

Attachments:

[Resolution No. 5680](#)

[Exhibit A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Resolution No. 5680.

Background for Motion:

The City of Auburn created a Transportation Benefit District in 2011 and is in the process of implementing revenue generation as allowed within state law. This Material Change Policy is the remaining administrative process necessary for the full implementation of the District.

Background Summary:

Resolution No. 5680 adopts the Material Change Policy related to the management of funds generated by the Transportation Benefit District as required by RCW 36.73.160. The Material Change Policy is to address major plan changes that affect project delivery or the ability to finance the plan; and address material changes to cost, scope and schedule; the level of change that will require Council involvement; and how the Council will address those changes.

The City of Auburn already has policies in place related to administration of projects related to scope, schedule and budget in ACC 3.10 and ACC 3.12 that address almost all of the requirements of the RCW's requirements. In addition, in the most recent update of the Transportation Improvement Plan (TIP) that Council adopted in June of 2022, the expenditure of the Transportation Benefit District Funds was identified and provide the Plan for the District per the requirements of the RCWs.

The only specific item not currently addressed in the City's current policies as adopted by Council is the requirement for a public hearing if costs for a project exceed 20% of the adopted plan for the Transportation Benefit District. Staff propose to address this through the use of a TIP amendment process which already requires a public hearing. This proposal provides for an efficient process for staff to manage this requirement within the structure of The City's existing administrative processes.

Reviewed by Council Committees:

Councilmember: Stearns

Staff:

Gaub

Meeting Date: October 3, 2022

Item Number:

RES.A

RESOLUTION NO. 5680

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING A MATERIAL CHANGE POLICY AS IT RELATES TO THE AUBURN TRANSPORTATION BENEFIT DISTRICT FUNDED PROJECTS

WHEREAS, pursuant to Ordinance No 6377 on September 19, 2011, that established the Auburn Transportation Benefit District ("District") as authorized by RCW 35.21.225 and subject to the provisions of RCW 36.73;

WHEREAS, Ordinance 6739 adopted on November 18, 2019, approved the assumption of the District Board to the City Council;

WHEREAS, the City Council expects District funding to begin being received in 2023 to fund projects as identified for District funding in the City's adopted current or as may be amended Transportation Improvement Plan;

WHEREAS, RCW 36.73.160 requires the District to adopt a policy to address major plan changes that affect project delivery or the ability to finance the plan, and address material changes to cost, scope, and schedule; the level of change that will require Council involvement; and how the Council will address those changes.

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

Section 1. The Mayor is authorized to adopt the Material Change Policy as set forth in Exhibit A.

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

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

Dated and Signed this _____ day of _____, 2022.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Auburn Transportation Benefit District

Material Change Policy

Resolution 5680, Exhibit A

Transportation Benefit District (TBD) funded projects as adopted in the current City budget shall follow all requirements of ACC 3.10 and 3.12 related to project budget management and contracting requirements.

TBD funded projects shall be identified within the Transportation Improvement Plan (TIP) adopted by the City Council after public hearing. Such consideration and adoption will include any significant changes to project scope, schedule and costs. The TIP shall serve as the City's finance plan for TBD funded projects.

In addition to the requirements of the City code and the requirements of the TIP adoption process, in the event the costs of a TBD funded project exceeds the costs established in the current City Council adopted TIP by more than twenty percent, the City Council shall hold a public hearing to solicit comments from the public regarding how the cost change should be resolved in the finance plan.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5681 (Comeau)

Date:

September 28, 2022

Department:

Legal

Attachments:

[Resolution No. 5681](#)

[Proposed 2023 Fee Schedule](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Resolution No. 5681.

Background for Motion:

In 2007, the City Council passed Ordinance No. 5707, which provided for the adoption of a fee schedule. Every year, City staff reviews the fees charged by their respective departments and recommend adjustments based on current costs, or inflation when appropriate.

Resolution No. 5681 would approve proposed adjustments and amend the City of Auburn Fee Schedule for fees to be charged in 2023.

Background Summary:

Resolution No. 5681 proposes modifications to the City's Fee Schedule as part of its annual review process. Each department has reviewed its fees, rates, and changes, to ensure they are reflective of current costs, or inflation where appropriate.

Consistent with previous Council direction the System Development Charges (SDC's) for Water, Sewer, and Storm Drainage were adjusted based on the Construction Cost Index (CCI) through August of 2022 and is an increase of 9.4%. SDC's are charged to developers for new connections to our utilities systems and are specifically collected to pay for the growth needed within our utility systems to serve these new customers.

The Traffic Impact Fee adjustments were previously discussed with the City Council at the May 9, 2022 Study Session.

The Airport Advisory Board recommended for the Council to approve the Airport Fee adjustments of an 8% percent increase at their September 14, 2022 Board meeting. Previous adjustments have been consistent with CPI, which is 9.5% as of June 2022. After discussion, the Airport Board felt an adjustment of 7% was appropriate for 2023.

Reviewed by Council Committees:

Councilmember: Baggett

Staff:

Comeau

Meeting Date: October 3, 2022

Item Number:

RES.B

RESOLUTION NO. 5681

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AMENDING THE CITY OF
AUBURN FEE SCHEDULE TO ADJUST FOR 2023 FEES

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

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

WHEREAS, it is appropriate to review and amend the schedule for City fees to be
charged in 2023.

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

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

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

Section 3. This Resolution will take effect and be in full force on passage and signatures, and on January 1, 2023.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

CITY OF AUBURN FEE SCHEDULE

FEES FOR CITY PERMITS, LICENSES, PUBLICATIONS, AND ACTIONS

Effective January 1, 2023.

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

1. Application Fees: Applications for any action identified below shall not be accepted for filing, unless otherwise noted, until the fees per the below schedule have been paid to the City. ¹	
Additional Meeting Fee (beyond the specified number)	\$327 <u>340</u> .00 per meeting
Additional Re-submittal Fee (applied after 3 city reviews of the application)	\$112 <u>115</u> .00 per re-submittal
Administrative Use Permits (covers 1 meeting with staff after which additional meeting fees apply)	\$1,833 <u>1,906</u> .00
Appeal of Administrative Decisions issued under Chapter 1.25, Title 3, Title 5, Title 8, Title 14, Title 15, Title 16, Title 17, Title 18 or Title 19 to Hearing Examiner ¹ . Hearing Examiner costs are included within the appeal fee and are therefore not billed separately.	\$1,267 <u>1,318</u> .00
Preliminary Binding Site Plan ² (covers 2 meetings with staff after which additional meeting fees apply)	\$5,412 <u>5,316</u> .00 + \$68.00/lot
Boundary Line Adjustment ¹ : Residential (Single Family & Multi-Family) Non-Residential (includes mixed use projects)	\$1,547 <u>1,578</u> .00 \$2,275 <u>2,366</u> .00
Boundary Line Elimination ¹	\$596 <u>620</u> .00
Comprehensive Plan Map Amendments ³ (covers 2 meetings with staff after which additional meeting fees apply)	\$7,654 <u>7,957</u> .00 (includes rezone application fee)
Comprehensive Plan Text Amendments ³ (covers 2 meetings with staff after which additional meeting fees apply)	\$7,654 <u>7,957</u> .00
Conditional Use Permits ^{1, 6} (covers 2 meetings with staff after which additional meeting fees apply): Residential (Single Family & Multi-Family) All Other (includes mixed use projects)	\$2,390 <u>2,486</u> .00 + Hearing Examiner expenses. \$3,583 <u>3,726</u> .00 + Hearing Examiner expenses.

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

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

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

Conditional Use Permits ⁴ – Minor Adjustment (covers 1 meeting with staff after which additional meeting fees apply): Residential (Single Family & Multi-Family) All Other (includes mixed use projects)	 \$1,349 <u>1,372</u> .00 \$1,980 <u>2,059</u> .00
Critical Areas Review: Required on-site mitigation, monitoring & reporting ⁵ Critical Areas Determinations (Exemptions or Applicability) City review of environmental studies, plans or reports (whether submitted with another city application or not and includes one re-submittal) Critical Areas Variance – administrative Critical Areas Variance – hearing examiner ^{1, 6}	 \$4,016 <u>4,177</u> .00 + actual costs for inspection and report preparation by contracted professional. \$327 <u>340</u> .00 \$327 <u>340</u> .00/study, plan or report \$327 <u>340</u> .00 \$1,230 <u>1,279</u> .00 + total hourly charge for Hearing Examiner + associated expenses to be paid by applicant prior to issuance of final decision.
Current Use Taxation (covers 1 meeting with staff after which additional meeting fees apply)	\$1,012 <u>1,053</u> .00
Development Agreement and Amendments	\$5,312 <u>5,524</u> .00 + \$66.00/lot or dwelling unit
Architectural & Site Design Review and/or Major Modifications to Already Issued Design Review Decisions (covers 1 meeting with staff after which additional meeting fees apply)	\$2,429 <u>2,526</u> .00
Architectural & Site Design Review Minor Modification (applies to already issued design review decisions)	\$351 <u>365</u> .00
Eligible Facilities Request (EFR) Assoc. with modification of a wireless communication facility (WCF)	\$129 <u>134</u> .00
Environmental Review (covers 1 meeting with staff after which additional meeting fees apply): SEPA Checklist review ¹ (includes City issuance of DNS, MDNS, or DS as appropriate; if a DS, this fee is in addition to the review of the EIS)	 \$1,335 <u>1,388</u> .00 + \$327 <u>340</u> .00/required study

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

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

Revised or Supplemental SEPA Checklist review ¹ (includes City issuance of Addendum, if appropriate)	\$ 443 <u>461</u> .00 + \$ 327 <u>340</u> .00 /required study
SEPA 3 rd Party Review	Actual costs
Environmental Impact Statement	\$ 10,957 <u>11,395</u> .00 + actual costs for preparation of draft & final statements including labor, materials, mailing & other actual costs relating to the drafting & circulating of the EIS.
Final Plats – Subdivisions and Final Binding Site Plans (covers 2 meetings with staff after which additional meeting fees apply and 1 re-submittal)	\$ 2,884 <u>2,999</u> .00 + \$58.00/lot
Final Plats – Short Plats (covers 1 meeting with staff after which additional meeting fees apply and 1 re-submittal)	\$ 1,426 <u>1,483</u> .00 + \$28.00/lot
Flexible Development Alternatives Application Review (covers 1 meeting with staff after which additional meeting fees apply and 1 re-submittal)	\$ 2,429 <u>2,526</u> .00
Hearing Examiner – Conduct of Hearing and Preparation of Decision ⁶	Total hourly charge for hearing examiner plus associated expenses to be paid by applicant prior to issuance of associated permits
Floodplain Development Permit: Level One	\$ 393 <u>409</u> .00
Floodplain Development Permit: Level Two – Habitat impact Assessment	\$ 1,125 <u>1,170</u> .00
Floodplain Development Permit: Level Three – Habitat Impact Assessment & Hydraulic Analysis (Hydraulic Analysis to be Conducted by Outside Third Party Consultant)	\$ 1,968 <u>2,047</u> .00 + Third Party Review Fees
Mitigation Plan Review Associated with a Floodplain Development Permit	\$ 1,070 <u>1,113</u> .00
City Acknowledgement Review of FEMA Flood Map Revision Application; for projects requiring public notification process additional fee will be assessed based on additional resubmittal fee and actual hours expended	\$ 345 <u>359</u> .00
Floodplain Development Permit Exemption Letter	\$ 224 <u>233</u> .00
Floodplain Elevation Certificate	\$ 112 <u>115</u> .00

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

Landscape Plan Revision, including tree removal requests, after initial implementation and after city acceptance of initial maintenance period.	\$127 <u>132</u> .00
<u>Legal Lot Determinations:</u>	
<u>Affidavit/application for "Innocent Purchasers."</u>	\$1 <u>1,042</u> .00
<u>Request/application for legal lot determination.</u>	\$2 <u>418</u> .00
Mining Permits (covers 3 meetings with staff after which additional meeting fees apply)	\$4,587 <u>4,770</u> .00
Miscellaneous Administrative Decisions (i.e. sign area deviation, written code interpretations, etc.)	\$2,348 <u>2,442</u> .00
<u>Specific - Work Hour/Noise Exception</u>	\$3 <u>362</u> .00
Plat Alteration or Vacation ⁶ (application covers 1 meeting with staff after which additional fees apply)	\$4,988 <u>5,188</u> .00/request + Hearing Examiner expenses.
Plat Modification (application covers 1 meeting with staff after which additional fees apply)	\$1,898 <u>1,974</u> .00/request
Preliminary Plats – Subdivisions ^{1, 6} (application covers 3 meetings with staff after which additional fees apply)	\$10,012 <u>10,412</u> .00 + \$132.00/lot + Hearing Examiner expenses.
Preliminary Plats – Short Plats ¹ (application covers 1 meeting with staff after which additional fees apply)	\$4,323 <u>4,496</u> .00 + \$68.00/lot
Preliminary Site Plan Review (non-PUD) (application covers 1 meeting with staff after which additional fees apply)	\$2,429 <u>2,526</u> .00
Pre-application Meeting (application covers 1 meeting with staff after which additional fees apply)	\$327 <u>340</u> .00 – fee will be applied towards any related application made within one year of the date the pre-application meeting was held
PUD – Major Adjustment ⁷ (application covers 2 meetings with staff after which additional fees apply)	\$4,946 <u>5,144</u> .00
Public Notice Boards:	
2' x 4' public notice board	\$101 <u>105</u> .00
4' x 4' public notice board	\$171 <u>178</u> .00
Rezone – zoning map amendment (application covers 2 meetings with staff after which additional fees apply)	\$4,055 <u>4,177</u> .00
School Impact Fee Collection: ⁸	
Per Single Family Dwelling Unit	\$68 <u>71</u> .00
Per Multi-Family Dwelling Unit	\$34 <u>35</u> .00
SEPA – see <i>Environmental Review</i>	

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

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

Shoreline (application covers 1 meeting with staff after which additional fees apply):	
Shoreline Exemption Determination	\$273 <u>284</u> .00
Shoreline Conditional Use Permit ⁶	\$3,591 <u>3,735</u> .00 + Hearing Examiner expenses.
Shoreline Substantial Development Permit ⁶	\$3,591 <u>3,735</u> .00 + Hearing Examiner expenses.
Shoreline Variance ⁶	\$3,591 <u>3,735</u> .00 + Hearing Examiner expenses.
Short Plat Modification (application covers 1 meeting with staff after which additional fees apply)	\$1,004 <u>1,044</u> .00/requested modification
Site Plan Approval – PUD, Residential ⁷ (application covers 1 meeting with staff after which additional fees apply)	\$2,429 <u>2,526</u> .00 + \$68.00/lot or unit
Site Plan Approval - PUD, Non-residential ⁷ (application covers 1 meeting with staff after which additional fees apply)	\$2,527 <u>2,628</u> .00 + \$68.00/lot or unit
Special Exception: ^{1, 6}	
Single Family Residential; for a single lot request (to Hearing Examiner)	\$327 <u>340</u> .00 + Hearing Examiner expenses
All Other Instances	\$1,230 <u>1,279</u> .00 + Hearing Examiner expenses
Special Home Occupation Permits	\$327 <u>340</u> .00
Third Party Review of Reports	\$205 <u>212</u> .00 + Actual Costs of Consultant
Three-Party Outside Utility Extension Agreement - Site Specific Review (application covers 1 meeting with staff after which additional fees apply)	\$1,310 <u>1,362</u> .00 + plus the City's actual costs in performing under the terms of the agreement as negotiated between the parties
Type I Temporary Use Permit ¹	\$230 <u>240</u> .00 \$606 <u>3</u> .00 per extension request
Type II Temporary Use Permit ¹	\$581 <u>623</u> .00 \$606 <u>3</u> .00 per extension request
Variance: ¹	
Administrative	\$2,570 <u>2,673</u> .00
Single Family Residential for a single lot request (to Hearing Examiner)	\$326 <u>339</u> .00+ Hearing Examiner expenses

All other instances (includes mixed use residential) (to Hearing Examiner)	\$ 3,8544,008 .00 + Hearing Examiner expenses
Water/Sewer Certificate ¹ (outside of city limits for other than one single-family residence)	\$ 393409 .00
Zoning Certification Letter (per parcel): Residential (Single Family & Multi-Family)	\$ 6871 .00
Non-Residential (includes mixed use development)	\$ 133138 .00
Zoning Code Text Amendment (application covers 1 meeting with staff after which additional fees apply)	\$ 7,6547,957 .00
2. BOOKS, MAPS, MATERIALS: ⁹ (pursuant to Resolution No. 3953)	
Comprehensive Plan	Cost of Production
Downtown Plan	Cost of Production
Downtown Plan Appendices	Cost of Production
Copies of Codes and Ordinances	Cost of Production
Maps	Cost of Production
3. LAND CLEARING, GRADING AND FILLING FEES (Per Ordinance No. 6146, Resolution No. 4272 Resolution No. 4424, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681.)	
Land Clearing:	
Application Fee (for up to 1 acre)	\$ 393409 .00
>1 to 5 acres	Application Fee \$409.00 + \$125.00/acre
Over 5 acres	Application Fee \$1,030.00 (includes first 5 acres) + \$92.00/acre
Grading and Filling Fees:	
Application Fee without FAC (for up to 500 cubic yards):	
Minor Grading Permit	\$ 1,6871,754 .00
Single Family Residential for a single lot	\$ 2,5862,689 .00
Non-Residential and Multi-Family	\$ 8,4358,772 .00
Other (Early Clear and Grade Prior to , Utility, etc.)	\$ 6,7487,018 .00
Application Fee with FAC (for up to 500 cubic yards)	\$ 1,1251,170 .00
Over 500 cubic yards	Application Fee + \$0.10/cubic yard
Additional Review:	
Each additional grading plan review without FAC beyond a 3rd review prior to plan approval will require an additional fee of \$ 899920 .00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to	

⁹ Prices for printed materials do not include any taxes.

complete an additional fee of \$~~112~~115.00 per hour will be charged and must be paid prior to plan approval.

Additional grading plan review without FAC required by changes, additions or revisions to plans during construction will require an additional fee of \$~~447~~460.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete, an additional fee of \$~~112~~115.00 per hour will be charged and must be paid prior to plan approval.

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

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

Table 1-A BUILDING PERMIT FEES

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

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$32.00
\$500.01 to \$2,000.00	\$32.00 for the first \$500.00 plus \$6.00 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,000.01 to \$25,000.00	\$122.00 for the first \$2,000.00 plus \$18.60 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,000.01 to \$50,000.00	\$549.80 for the first \$25,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,000.01 to \$100,000.00	\$899.80 for the first \$50,000.00 plus \$10.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,000.01 to \$500,000.00	\$1,399.80 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.01 to \$1,000,000.00	\$4,999.80 for the first \$500,000.00 plus \$8.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$8,999.80 for the first \$1,000,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof
Other Inspections and Fees: 1. Inspections outside of normal business hours..... \$169 <u>175</u> .00 per hour ¹ (minimum charge – two hours) 2. Reinspection fees assessed under provisions of Section 109.4.13 \$142 <u>115</u> .00 per hour ¹ 3. Inspections for which no fee is specifically indicated \$142 <u>115</u> .00 per hour ¹ (minimum charge – one hour) 4. Additional plan review required by changes, additions or revisions to plans \$142 <u>115</u> .00 per hour ¹ (minimum charge – one hour) 5. For use of outside consultants for plan checking and inspections, or both Actual costs ²	
FOOTNOTES: ¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. ² Actual costs include administrative and overhead costs.	

b. Mechanical Permit Fees: The fee for each permit issued under provisions of the International Mechanical Code, International Fuel Gas Code, NFPA 54 (National Fuel Gas Code), NFPA 58 (Liquefied Petroleum Gas Code), or the mechanical device provisions of the International Residential Code shall be as set forth in Table 2-A, below. For new single-family dwellings a flat rate permit fee of \$226.00 may be charged in lieu of fees as prescribed in Table 2-A. For new multi-family dwellings, a flat rate permit fee of \$153.00 may be charged in lieu of fees prescribed in Table 2-A.

Table 2-A MECHANICAL PERMIT FEES

Permit Issuance-and Heaters:

1. For the issuance of each mechanical permit
 - a. Residential Over the Counter** Application Fee\$3738.00
 - b. Commercial, Multifamily, Non-Residential Application Fee.....\$47152.00
2. In addition to the base mechanical application fee, each mechanical fixture shall include a permit fee of\$13.00

Other Inspections and Fees*:

1. Inspections outside of normal business hours, per hour (minimum charge -- two hours) \$469175.00
2. Reinspection fees assessed under provisions of Section 109.4.13 \$42115.00
3. Inspections for which no fee is specifically indicated, per hour (minimum charge -- one hour) \$42115.00
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge -- one hour) \$42115.00

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

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

c. Plumbing Code Permit Fees: For new single-family dwellings a flat rate permit fee of \$226.00 may be charged in lieu of fees as prescribed in Table 3-A. For new multi-family dwellings, a flat rate permit fee of \$153.00 may be charged in lieu of fees prescribed in Table 3-A.

Table 3-A PLUMBING PERMIT FEES

Permit Issuance:

1. For the issuance of each plumbing permit
 - a. Residential Over the Counter** Application Fee\$3738.00
 - b. Commercial, Multifamily, Non-Residential Application Fee.....\$47152.00
2. In addition to the base plumbing application fee, each mechanical fixture shall include a permit fee of\$13.00

Other Inspections and Fees*:

1. Inspections outside of normal business hours \$469175.00
2. Reinspection fee \$42115.00
3. Inspections for which no fee is specifically indicated \$42115.00
4. Additional plan review required by changes, additions or revisions to approved plans \$42115.00

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

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

d. Other Building Permit Fees

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

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

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

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

will be required prior to issuance.
Demolition Permit Fees: Demolition permits shall be charged a base fee of \$156 162.00.
Fire Permit Fee: For each fire permit fee a City of Auburn administration fee of \$112 115.00 will be applied in addition to the fee collected for the Valley Regional Fire Authority (VRFA) as identified in the VRFA Fee Schedule.
Manufactured Home: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of four hours.
Permit Extensions: For permits that are granted an extension beyond the expiration date or date of abandonment, whether issued or not, a permit extension fee is required to be paid prior to extension. The fee shall be the lesser of \$112-115 or 50% of the original application and permit fees.
Plan Review Fees: When submitted documents are required by Section 106.3 of the Construction Administrative Code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A. The plan review fees specified in this section are separate fees from the permit fees and in addition to permit fees.
Rack Permit Fee: The permit fee shall be equivalent to the adopted additional plan review and reinspection fee based on a minimum of three hours.
Solar Permits – Over the Counter: The permit fee for solar installations that qualify for the over-the-counter permitting shall be equivalent to the inspection fee based on a minimum of two hours.
Stock Plan Site Plan Review Fee: The plan review fee for individual lot site plan that have an approved building stock plan shall be \$224 232.00.
Temporary Certificate of Occupancy Fees: There shall be a fee equal to \$1,250 1,300.00 for issuance of a temporary certificate of occupancy and a fee of \$300.00 for each subsequent 30-day extension requested.
<u>Work Without a Permit: Building construction and grading activities requiring permits per ACC 15.74 that are determined to be in violation for work occurring without an approved permit result in additional documentation, administration, research, and inspection and require more processing time. For these cases, an additional 20% fee will be applied to the standard application and permit fees identified in sections 3 and 4 above.</u> <u>It is possible a violation existed prior to property purchase by a new owner, was constructed by an individual who mislead the owner, or was constructed by an individual who was unaware of code requirements. The fact that violations may not have been created by the current owner does not relieve Code Enforcement staff from their responsibility to seek compliance from the property owner. When assessing permit fees, consideration may be given based on the circumstances, severity of the violation, and timeliness of the property owner to resolve and obtain required permits and compliance with City code.</u>
Building Permit Fee Reductions. The Director is authorized to waive building, mechanical or plumbing permit fees for homeowners that are already enrolled in another City program that is intended to benefit low income residents (e.g. housing home repair program, utility discount program). This fee reduction may also be extended to contractors that are applying for permits on behalf of these homeowners provided that it can be

documented that the discount is benefiting the homeowner and not supplementing a contractor's profit.

5. FIRE IMPACT FEES. Impact Fees By Land Use – Revenue Credit = 20% (Per Ordinance No. 5977, Resolution 3953, and Resolution No. 4022)			
Land Use	Total Fire & EMS Cost per Unit of Development	Adjustment (Revenue Credit) at 20%	Fire and EMS Impact Fee per Unit of Development
Residential – All calculations below are per dwelling unit – Total x Number of Units			
Single Family, Duplex, Mobile Home	\$362.66	\$72.53	\$290.13
Multi-Family	\$383.09	\$76.62	\$306.47
Non-Residential – All calculations below are per square foot - Total x Square Feet			
Hotel/Motel	\$0.53	\$0.11	\$0.42
Hospital/Clinic	\$1.05	\$0.21	\$0.84
Group Living	\$2.63	\$0.53	\$2.10
Office	\$0.29	\$0.06	\$0.23
Retail	\$0.62	\$0.12	\$0.50
Restaurant/Bar/Lounge	\$1.62	\$0.32	\$1.30
Industrial/Manufacturing	\$0.11	\$0.02	\$0.09
Leisure/Outdoors	\$1.08	\$0.22	\$0.86
Agriculture	\$0.71	\$0.14	\$0.57
Church	\$0.38	\$0.08	\$0.30
Schools/Colleges	\$1.07	\$0.21	\$0.86
Government/Public Buildings	\$1.81	\$0.36	\$0.86
Casino	\$3.78	\$0.77	\$3.01
Jails	\$21.99	\$4.40	\$17.59
6. ADMINISTRATIVE PROCEDURES AND MISCELLANEOUS INSPECTIONS: In addition to any other fees specified in this chapter, there shall be a fee schedule for certain administrative procedures not otherwise included as set forth in the following schedule of fees:			
a. Adult Family Home Inspection		\$370.00	
b. Relocation (pre-inspection)		Per Table 1-A	
c. Housing Inspection		Actual City Cost, minimum \$21.00	
d. Sign Permits		Unless exempt by Ch. 18.56 ACC, the fee shall accompany each application for a sign permit. The amount of the fee shall be based upon the value of the sign pursuant to Table 1-A.	
7. BUSINESS LICENSE FEES			
a. The annual fee for a General Business License as defined in Chapter 5.10 of the Auburn City Code.		\$103.00	
b. Contractors who are based outside of Auburn but that are performing work inside of Auburn.		\$52.00	
c. Replacement fee for commercial vehicle parking permit issued in accordance with ACC 10.36.190.B		\$10.00	

8. RENTAL HOUSING BUSINESS LICENSE FEES (Per Resolution No. 4601, Ordinance No. 5882, Resolution No. 4272, Resolution No. 4424, Ordinance 6477, Resolution No. 5620, and Resolution No. 5681):			
a. The fee for a license to operate rental housing businesses in the City, as defined in Chapter 5.22 of the Auburn City Code (ACC) shall be based on the total number of units as follows:			
Non-profit rental		\$0/year	
Single Family Home or Single Condo Rental		\$30/year for each home	
Duplex, Triplex or Fourplex		\$75/year for each building	
Condo or Apartment Complex (5 to 24 dwelling units)		\$150.00/year	
Condo or Apartment Complex (25 or more dwelling units)		\$500.00/year	
Communal residence		\$150.00/year	
b. The fee for a license to operate rental housing businesses in the city shall be for the license year from January 1 to December 31, and each applicant must pay the full fee for the current license year or any portion thereof during which the applicant has engaged in the operation of rental housing businesses.			
c. The rental housing business license fee required by this chapter is in lieu of, and not in addition to, the general business license fee required by Chapters 5.05 and 5.10 of the Auburn City Code (ACC); provided, however, that any person required to obtain a rental housing business license must also obtain a general business license, at no cost, pursuant to Chapters 5.05 and 5.10 of the Auburn City Code (ACC).			
d. Notwithstanding the provisions of sub-section (1) of this section, the fee for operating rental housing facilities for any single individual, partnership, corporation or entity shall not exceed \$424.00 per license period.			
Rental housing business license renewals shall be for the period January 1 through December 31 of each year.			
9. INDIVIDUAL LICENSE REGULATIONS (Per Ordinance No. 6749, Resolution No. 5470, and Resolution No. 5549, and Resolution No. 5620):			
The fee licensing under ACC 5.20.030 shall be as follows:			
Type	Fee		Term
	Initial	Renewal	
Dance Hall and Operator	\$350.00	\$350.00	1/1 – 12/31
Marijuana Related Businesses	\$500.00	\$500.00	1/1 – 12/31
A duplicate license shall be issued by the business license clerk, as designated by the mayor, to replace any license previously issued which has been lost, stolen, defaced, or destroyed.			
10. Technology Fee: A 3% technology fee has been added to all fees outlined in sections 1, 3, 4, 6, and 7 above.			

B. ENGINEERING AND PUBLIC WORKS FEES

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

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Industrial					
General Light Industrial	110	sf/gfa	0.63 <u>0.65</u>	\$7.01 <u>\$7.74</u>	-
Industrial Park	130	sf/gfa	0.40 <u>0.34</u>	\$4.45 <u>\$4.05</u>	-
Manufacturing	140	sf/gfa	0.67 <u>0.74</u>	\$3.36 <u>\$3.97</u>	-
Warehousing	150	sf/gfa	0.19 <u>0.18</u>	\$3.28 <u>\$3.32</u>	-
Mini-Warehouse/Storage	151	sf/gfa	0.17 <u>0.15</u>	\$1.74 <u>\$1.64</u>	-
Residential					
Single-Family Detached Housing (detached)	210	du	0.99 <u>0.94</u>	\$6,048.74 <u>\$6,145.72</u>	\$4,899.48 <u>\$4,978.03</u>
Single Family Attached Housing	215	du	0.57	\$3,726.66	\$3,018.59
Accessory Dwelling Unit	N/A	du	0.51 <u>0.49</u>	\$3,145.34 <u>\$3,195.78</u>	\$2,547.73 <u>\$2,588.58</u>
Multi-Family – Low Rise	220	du	0.56 <u>0.51</u>	\$3,617.02 <u>\$3,524.92</u>	\$2,929.79 <u>\$2,855.18</u>
Multi-Family Mid-Rise	231	du	0.44 <u>0.39</u>	\$2,841.95 <u>\$2,695.52</u>	\$2,301.98 <u>\$2,183.37</u>
Mobile Home Park	240	du	0.46 <u>0.58</u>	\$2,248.42 <u>\$3,033.63</u>	-
Senior Adult Housing – Detached <u>Single Family</u>	251	du	0.30	\$1,466.36 <u>\$1,569.12</u>	\$1,187.75 <u>\$1,270.99</u>
Senior Adult Housing – Attached <u>Multi Family</u>	252	du	0.26 <u>0.25</u>	\$1,270.85 <u>\$1,307.60</u>	\$1,029.39 <u>\$1,059.16</u>
Congregate Care Facility	253	du	0.17 <u>0.18</u>	\$879.82 <u>\$941.47</u>	\$712.65 <u>\$762.59</u>
Assisted Living	254	bed	0.26 <u>0.24</u>	\$1,270.85 <u>\$1,255.30</u>	\$1,029.39 <u>\$1,016.79</u>
Continuing Care Retirement Community	255	du	0.16 <u>0.19</u>	\$782.06 <u>\$993.78</u>	\$633.47 <u>\$804.96</u>
Lodging					

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Hotel	310	room	<u>0.600.59</u>	\$4,189.60 <u>\$4,408.48</u>	\$3,393.58 <u>\$3,570.87</u>
Motel	320	room	<u>0.380.36</u>	\$2,653.41 <u>\$2,689.92</u>	-
Recreational					
Health/Fitness Club	493 <u>492</u>	sf/gfa	3.45	\$14.00 <u>\$14.98</u>	\$10.36 <u>\$11.09</u>
<u>Recreational Community Center</u>	<u>495</u>	<u>sf/gfa</u>	<u>2.50</u>	<u>\$10.86</u>	<u>\$8.03</u>
Institutional					
Elementary School	520	student	<u>0.170.14</u>	\$403.60 <u>\$355.67</u>	\$298.66 <u>\$263.19</u>
Middle School/Jr. High	522	student	<u>0.170.15</u>	\$641.01 <u>\$605.23</u>	\$474.35 <u>\$447.87</u>
High School	530 <u>525</u>	student	0.14	\$723.41 <u>\$774.10</u>	\$535.32 <u>\$572.83</u>
<u>School District Office</u>	<u>528</u>	<u>sf/gfa</u>	<u>2.04</u>	<u>\$17.49</u>	<u>\$11.89</u>
Junior/Community College	540	student	0.11	\$568.39 <u>\$608.22</u>	\$420.61 <u>\$450.08</u>
Church	560	sf/gfa	0.49	\$3.17 <u>\$3.39</u>	\$2.34 <u>\$2.51</u>
Day Care Center	565	sf/gfa	11.12	\$38.82 <u>\$41.55</u>	\$28.73 <u>\$30.74</u>
<u>Library</u>	<u>590</u>	<u>sf/gfa</u>	<u>8.16</u>	<u>\$18.16</u>	<u>\$13.44</u>
Medical					
Hospital	610	sf/gfa	<u>0.970.86</u>	\$6.77 <u>\$6.43</u>	\$5.49 <u>\$5.21</u>
Nursing Home	620	sf/gfa <u>beds</u>	<u>0.240.14</u>	\$2.88 <u>\$732.26</u>	\$2.34 <u>\$593.13</u>
<u>Clinic</u>	<u>630</u>	<u>sf/gfa</u>	<u>3.69</u>	<u>\$19.30</u>	<u>\$15.63</u>
Animal Hospital/Vet Clinic	640	sf/gfa	3.53	\$17.26 <u>\$18.46</u>	\$13.98 <u>\$14.96</u>
Office					
General Office (>5,000sf)	710,	sf/gfa	<u>1.151.44</u>	\$9.22 <u>\$12.35</u>	\$6.27 <u>\$8.40</u>
Small Office (<5,000sf)	712	sf/gfa	<u>2.452.16</u>	\$19.63 <u>\$18.52</u>	\$13.35 <u>\$12.59</u>
Medical Office <u>— Standalone</u>	720	sf/gfa	<u>3.463.93</u>	\$21.75 <u>\$26.43</u>	\$14.79 <u>\$17.97</u>
<u>Medical Office — Hospital Campus</u>	<u>720</u>	<u>sf/gfa</u>	<u>2.84</u>	<u>\$19.10</u>	<u>\$12.99</u>
Post Office	732	sf/gfa	11.21	\$24.95 <u>\$26.70</u>	\$16.97 <u>\$18.16</u>
Retail					
Free Standing Discount Superstore	813	sf/gla	4.33	\$11.27 <u>\$12.06</u>	\$8.34 <u>\$8.92</u>
Free Standing Discount Store	815	sf/gla	<u>4.834.86</u>	\$14.70 <u>\$15.82</u>	\$10.88 <u>\$11.71</u>

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Hardware/Paint Store	816	sf/gla	2.68 <u>2.98</u>	\$5.89 <u>\$7.00</u>	\$4.36 <u>\$5.18</u>
Shopping Center (>150k)	820	sf/gla	3.81 <u>3.40</u>	\$9.22 <u>\$8.80</u>	\$6.82 <u>\$6.51</u>
<u>Shopping Plaza (40-150k) - with supermarket</u>	<u>821</u>	<u>sf/gla</u>	<u>9.03</u>	<u>\$23.38</u>	<u>\$17.30</u>
<u>Shopping Plaza (40-150k) - without supermarket</u>	<u>821</u>	<u>sf/gla</u>	<u>5.19</u>	<u>\$13.44</u>	<u>\$9.94</u>
<u>Strip Retail Plaza (<40k)</u>	<u>822</u>	<u>sf/gla</u>	<u>6.59</u>	<u>\$17.06</u>	<u>\$12.63</u>
Car Sales – New	840	sf/gla	5.13 <u>2.42</u>	\$15.61 <u>\$16.64</u>	\$11.55 <u>\$12.31</u>
Car Sales – Used	841	sf/gla	3.75	\$24.09 <u>\$25.78</u>	\$17.83 <u>\$19.08</u>
Automobile Parts Sales	843	sf/gla	4.91 <u>4.90</u>	\$8.31 <u>\$8.87</u>	\$6.15 <u>\$6.56</u>
Tire Store	848	sf/gla	3.98 <u>3.75</u>	\$11.01 <u>\$11.10</u>	\$8.14 <u>\$8.21</u>
Supermarket	850	sf/gla	10.94 <u>8.95</u>	\$21.68 <u>\$22.47</u>	\$16.04 <u>\$16.63</u>
Convenience MarketStore	851	sf/gla	49.11	\$54.61 <u>\$58.44</u>	\$40.41 <u>%43.23</u>
Home Improvement Store	862	sf/gla	2.33 <u>2.29</u>	\$4.96 <u>\$5.21</u>	\$3.67 <u>\$3.86</u>
Drugstore w/o Drive-Through	880	sf/gla	8.51	\$11.87 <u>\$12.70</u>	\$8.78 <u>\$9.40</u>
Drugstore w/ Drive-Through	881	sf/gla	10.29 <u>10.25</u>	\$15.57 <u>\$16.60</u>	\$11.52 <u>\$12.28</u>
Marijuana Dispensary	882	sf/gla	21.83 <u>18.92</u>	\$140.24 <u>\$130.06</u>	\$103.78 <u>\$96.25</u>
Furniture Store	890	sf/gla	0.52	\$0.73	\$0.54
Services					
Walk-In Bank	911	sf/gfa	12.13	\$20.65	\$15.28
Drive-in Bank	912	sf/gfa	20.45 <u>21.01</u>	\$34.81 <u>\$38.27</u>	\$25.76 <u>\$28.32</u>
Fast Casual Restaurant	930	sf/gfa	14.13 <u>12.55</u>	\$40.07 <u>\$38.08</u>	\$29.65 <u>\$28.18</u>
Quality Restaurant <u>Fine Dining Restaurant</u>	931	sf/gfa	7.80	\$25.93 <u>\$27.74</u>	\$19.19 <u>\$20.53</u>
High Turnover <u>(Sit-Down)</u> Restaurant	932	sf/gfa	9.77 <u>9.05</u>	\$22.36 <u>\$22.16</u>	\$16.55 <u>\$16.40</u>

Land Use	ITE Land Use Code	Independent Variable	Trip Rate	Non-Downtown Fee Rate	Downtown Fee Rate
Fast Food Restaurant w/o Drive-Through	933	sf/gfa	28.34 <u>33.21</u>	\$50.46 <u>\$63.28</u>	\$37.34 <u>\$46.83</u>
Fast Food Restaurant w/ Drive-Through	934	sf/gfa	32.67 <u>33.03</u>	\$57.03 <u>\$61.70</u>	\$42.20 <u>\$45.66</u>
<u>Coffee Shop w/o Drive-Through</u>	<u>936</u>	<u>sf/gfa</u>	<u>32.29</u>	<u>\$20.51</u>	<u>\$15.18</u>
<u>Coffee Shop w/ Drive-Through</u>	<u>937</u>	<u>sf/gfa</u>	<u>38.99</u>	<u>\$24.76</u>	<u>\$18.33</u>
<u>Espresso Stand w/ Drive-Through Coffee Shop w/ Drive-Through (No Seating)</u>	938	sf/gfa <u># Lanes</u>	83.33 <u>15.08</u>	\$49.46 <u>\$9,577.61</u>	\$36.60 <u>\$7,087.43</u>
Automobile Parts and Service Center	943	sf/gfa	2.26 <u>2.06</u>	\$6.08 <u>\$5.93</u>	\$4.50 <u>\$4.39</u>
Service Station	944	vfp	14.03 <u>13.91</u>	\$24,148.82 <u>\$25,620.11</u>	\$17,870.12 <u>\$18,958.88</u>
Service Station w/ Mini-Mart <u>Market (2-4k)</u>	945	vfp	13.99 <u>18.42</u>	\$18,267.56 <u>\$25,737.60</u>	\$13,518.00 <u>\$19,045.83</u>
Lakeland PUD (Per Ordinance No. 4867 as amended by Resolution No. 2955, Ordinance No. 6176, Resolution No. 5181, and Resolution No. 5388, Resolution No. 5549, and Resolution No. 5681.)					
Detached Single-Family Residential Unit	N/A	du	n/a	\$1,486.43 <u>\$1,609.49</u>	-
Attached Single-Family/Multi-Family Unit	N/A	du	n/a	\$964.80 <u>\$1,044.67</u>	-
Senior-Family Unit	N/A	du	n/a	\$331.54 <u>\$358.99</u>	-
Commercial/Retail Units	N/A	sf/gfa	n/a	\$3.86 <u>\$4.18</u>	-
Administrative Fee for Review of Independent Fee Calculation					\$440.00 <u>\$460.00</u>
Notes: A. Basic trip rates are based on the ITE Trip Generation Manual, 10 <u>11</u> th Edition. B. Impact fee rate calculation is based upon the following methodology: – Basic Trip Rate = PM Peak Hour Trip Generation (per unit of measure) – Basic Trip Rate x Percent of New Trips x Trip Length Adjustment x Per Trip Fee/(divide by) 1,000 for rate per square foot (where applicable) = Impact Fee Rate (per unit of measure) C. For land uses not specifically identified here, trip generation rates could be derived from ITE or a special study by the applicant. D. sf/GFA= Square feet Gross Floor Area; sf/GLA= Square Feet Gross Leasable Area; VFP=Vehicle Fueling Position. E. Projects eligible for the Downtown Fee Rate are those located entirely within the Downtown Urban Center boundary as identified in the Comprehensive Plan.					

- F. Traffic Impact fees assessed for Single Family Residential Units include home occupations, adult family homes, family home childcares, and such occupations commonly found within single family residences. It does not include occupations that would require a Special Home Occupation Permit pursuant to ACC18.60.

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

Land Use	ITE Land Use Code	Independent Variable	Truck Trip Rate	Impact Fee Rate (per sf)
Industrial				
Light Industry/Manufacturing/Warehousing	110, 130, 140, 150	sf/gfa	0.06	\$0.12 <u>\$0.13</u>
Heavy Industry	120	sf/gfa	0.04	\$0.08 <u>\$0.09</u>
Retail				
Shopping Center	820, <u>821</u>	sf/gla	0.01	\$0.02
Car Sales	840, 841	sf/gfa	0.09	\$0.14 <u>\$0.15</u>
Supermarket	850	sf/gfa	0.33	\$0.67 <u>\$0.71</u>
Free-Standing Discount Store/Superstore	813, 815	sf/gfa	0.10	\$0.20 <u>\$0.22</u>
Home Improvement Store	862	sf/gfa	0.37	\$0.75 <u>\$0.80</u>
Services				
Restaurant	930, 931, 932	sf/gfa	0.63	\$1.27 <u>\$1.36</u>
Fast Food Restaurant	933, 934	sf/gfa	2.87	\$5.80 <u>\$6.20</u>

Notes:

- A. ITE Land Use Code based on ITE Trip Generation, 10th Edition
 B. Impact fee rate calculation is based upon the following methodology:
 - Truck Trip Rate = Daily Truck Trip Generation (per unit of measure)
 - Truck Trip Rate x Per Trip Fee = Impact Fee Rate (per unit of measure)
 C. For land uses not specifically identified in the table, trip generation rates could be derived from a special study by the applicant.
 D. sf /gfa=square feet of gross floor area

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

Application Fee: Base fee plus \$1,750~~685~~.00 for each facility (water, sanitary sewer, storm drainage, street, private street/fire lanes and private storm systems within private- streets).

The base fee varies by project type as follows:

- Residential \$586~~0~~.00
- Commercial* \$2,910~~800~~.00
- Multi-Family** \$4,670~~490~~.00
- Short Plat \$5,825~~600~~.00
- Plat \$9,360~~000~~.00

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

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

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

- a. For the combined linear footage of water, sanitary sewer, storm drainage and private storm drainage within private streets, streets, and private street/fire lanes, \$6.~~50~~25 per lineal feet.
- b. For non-linear extensions such as pump stations or traffic signals, the review and inspection extension fee will be determined by the City Engineer based on an estimate of the City's costs associated with the review and inspection costs with staff time at a rate of \$11~~50~~.00 per hour and outside support services charged at actual cost.
- c. For that portion of a City utilities extension- located outside City Limits, additional fees may be assessed equal to the City's costs associated with permits from other jurisdictions required to be paid for by the City.

Facility Extension Fees will be paid as follows:

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

Additional Review:

Each additional plan review beyond a 3rd review, prior to plan approval, will require an additional fee of \$9~~2000~~.00 be paid at the time of the additional review submittal. If the review requires more than 8 hours of staff time to complete, an additional fee at a rate of \$11~~50~~.00 per hour will be charged and must be paid prior to plan approval.

Additional plan review required by changes, additions or revisions to plans during construction will require an additional fee of \$4~~60~~50.00 be paid at the time the additional review is submitted and prior to any review being completed. If the review requires more than 4 hours of staff time to complete, an additional fee at a rate of \$11~~50~~.00 per hour will be charged and must be paid prior to plan approval.

For each deviation, deferral, or appeal submitted for review, the applicant will be charged a \$4~~60~~50.00 fee, regardless of the City's approval or rejection of the request. If the review of the request requires more than 4 hours of staff time to complete, an additional fee at a rate of \$11~~50~~.00 per hour will be charged and must be paid prior to delivery of the City's determination, plan approval.

Additional Inspection:

Fees to inspect work beyond the Authorized Construction Period, re-inspect previously inspected work that was found to be incomplete or deficient, and inspection of non-linear extension work are applied a rate of \$11~~50~~.00 per hour during normal business hours and \$1~~75~~68.00 per hour during non-business hours (weeknights, weekends, and holidays).

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

Type A – Banner (Application Fee Only, No permit fee)	\$ 64.00 <u>67.00</u>
Type B – Short Term (Application Fee Only, No permit fee)	\$ 64.00 <u>67.00</u>
Type C – Long Term (Application Fee)	\$ 265.00 <u>276.00</u>
Type C – Long Term – Surface Encroachment (Permit Fee)	\$ 427.00 <u>132.00</u> per year

Type C – Long Term – Non-Surface Encroachment (Permit Fee)	\$64.00 <u>67.00</u> per year
Type D – Hauling (Application Fee)	\$124.00 <u>132.00</u>
Type D – Hauling (Permit Fee)	Estimated staff time for inspection and oversight @ \$112.00 <u>116.00</u> per hour during normal business hours and \$169.00 <u>176.00</u> per hour during non-business hours (weeknights, weekends, and holidays). Police support to be contracted separately as needed.
Administrative Amendment (Application Fee, applies to requested changes to Right-of-Way Use Permits that have been issued that do not change the intent of the permitted use or include areas beyond the intent of the original use)	\$133.00 <u>138.00</u>
Additional Application Fee for permits that require a parking plan, traffic control plan, and/or pedestrian detour plan	\$112.00 <u>116.00</u>
5. Franchise Agreements: (Per Ordinance No. 6546, Resolution No. 5114, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5413, Resolution No. 5424, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681.)	
Application/Renewal/Amendment Application Fee (ACC 13.36.040, ACC 20.06.120, ACC 20.06.130)	\$6,1506,400.00 Nonrefundable Initial Fee + plus the City's actual costs incurred in excess of \$6,1506,400 . Initial Fee is due at time of application any additional costs beyond the initial fee is due prior to the effective date of the agreement.
Annual Administration Fee (ACC 20.04.170)	Actual City Costs
Annual CATV Franchise Fee (ACC 13.36.230)	5% of Gross Revenue for the prior three months.
Other Annual Franchise Fee (ACC 20.06.100)	Statutorily Permissible Percent of Gross Revenue
Small Wireless Facility Siting and Construction Permit Application Fee (ACC 20.02.010, ACC 20.14.020)	\$500.00 for Existing, Relocated, or Replaced Structure for up to five sites or \$1,000.00 for each New Structure (These fees include all City permitting costs except the Franchise Application/Renewal/Amendment and Administration Fee.)
<i>Late Payment.</i> In the event any quarterly payment is made after noon on the date 10 days after the date due	Simple interest at 12% annually on the total amount past due
Assignment or transfer of Franchise	\$3,080.00 <u>3,200.00</u>
6. Right-of-Way Vacations: (Per Resolution No. 4143, Resolution No. 5114, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681.)	
Application Fee	\$1,860.00 <u>1,935.00</u>
Land Value Compensation	Per ACC 12.48.085

Amendment Request (applicable when changes are requested after initial City Council approval but prior to vacation taking effect)			\$ 930.00 <u>968.00</u>	
7. Utility System Development Fees: <i>(Per Ordinance No. 5819 and amended by Resolution No. 3797, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5181, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681.)</i>				
For all utilities, a charge in lieu of assessment or payback charges may be applicable for the proportional share of the utility line being connected to.				
a. Water Utility: Connection fees are comprised of a Permit Fee and the System Development Charge as follows:				
Meter Size (In Inches)	Water Service Installation Permit Fee			System Development Charge (SDC)
	Existing Water Service & Meter Box ⁽¹⁾	Water Service & Meter Box Installed by City ⁽²⁾		
		Paved Street	Unpaved Street	
¾ or less	\$511.00 <u>531.00</u>	\$4,810.00 <u>5,002.00</u>	\$3,218.00 <u>3,347.00</u>	\$8,131.00 <u>\$8,895.00</u>
¾ or less with Fireline ⁽³⁾	\$511.00 <u>531.00</u>	\$6,514.00 <u>6,775.00</u>	\$4,923.00 <u>5,120.00</u>	\$8,131.00 <u>\$8,895.00</u>
1	\$567.00 <u>590.00</u>	\$4,865.00 <u>5,060.00</u>	\$3,274.00 <u>3,405.00</u>	\$8,131.00 <u>\$8,895.00</u>
1 with Fireline ⁽³⁾	\$567.00 <u>590.00</u>	\$6,570.00 <u>6,833.00</u>	\$4,978.00 <u>5,177.00</u>	\$8,131.00 <u>\$8,895.00</u>
1-1/2	\$1,378.00 <u>1,433.00</u>	\$8,352.00 <u>8,686.00</u>	\$6,760.00 <u>7,030.00</u>	\$27,073.00 <u>\$29,618.00</u>
2	\$1,393.00 <u>1,449.00</u>	\$8,367.00 <u>8,702.00</u>	\$6,776.00 <u>7,047.00</u>	\$43,333.00 <u>\$47,406.00</u>
3	Actual Cost	By Applicant	By Applicant	\$86,746.00 <u>\$94,900.00</u>
4	Actual Cost	By Applicant	By Applicant	\$135,525.00 <u>\$148,264.00</u>
6	Actual Cost	By Applicant	By Applicant	\$270,973.00 <u>\$296,444.00</u>
8	Actual Cost	By Applicant	By Applicant	\$433,574.00 <u>\$474,330.00</u>
10	Actual Cost	By Applicant	By Applicant	\$623,325.00 <u>\$681,918.00</u>
⁽¹⁾ Installation of a water meter done by the City and the service either already exists or has been installed by the Applicant.				
⁽²⁾ Installation of the entire water service is done by the City.				
⁽³⁾ Applies only to Single-Family Residential meter.				
b. Sanitary Sewer Utility: Connection fees are comprised of a Permit Fee and the System Development Charge as follows:				
Type		Permit Fee		System Development Charge (SDC)
New Connection ⁽⁴⁾		\$233.00 <u>242.00</u>		\$3,016.00 <u>3,300.00</u> per RCE ⁽⁵⁾
Grinder Pump (New Connection) ⁽⁴⁾		\$318.00 <u>331.00</u>		\$3,016.00 <u>3,300.00</u> per RCE ⁽⁵⁾
Tenant Improvement ⁽⁴⁾		\$80.00 <u>83.00</u>		\$3,016.00 <u>3,300.00</u> per net increase in RCE's ⁽⁵⁾

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

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

Single Family Home 1,500-2,999 square feet (sq ft) – 1.0 RCE

Single Family Home less than 1,500 sf – 0.81 RCE

Single Family Home, 3,000 sf or larger – 1.16 RCE

Accessory Dwelling Unit (Attached or Detached) – 0.59 RCE

Mobile home spaces – 1.0 RCE per space

Duplex – 1.62 RCE

Triplex – 2.43 RCE

Fourplex – 3.24 RCE

Five or more units – 0.63 RCE's per unit

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

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

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

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

Type	Permit Fee ⁽⁶⁾		System Development Charge (SDC)
Single Family Residence & Duplexes (on Individual Parcels)	Level 1	\$255.00 <u>\$265.00</u>	\$1,507 <u>\$1,649.00</u> per Parcel <u>ESU⁽⁶⁾</u>
	Level 2	\$499.00 <u>\$519.00</u>	
	Level 3 ⁽⁷⁾	Base Fee = \$1,772.00 <u>\$1,843.00</u> for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + \$499.00 <u>\$519.00</u> for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + \$427.00 <u>\$432.00</u> per whole or partial Acre disturbed over 1 Acre	
Other Parcels	Level 1	\$255.00 <u>\$265.00</u>	\$1,507 <u>\$1,649.00</u> per Parcel <u>ESU⁽⁶⁾</u>
	Level 2	\$499.00 <u>\$519.00</u>	
	Level 3 ⁽⁷⁾	Base Fee = \$1,772.00 <u>\$1,843.00</u> for up to 10,000 SF of disturbed area Cumulative Additional Fee #1 = Base Fee + \$499.00 <u>\$519.00</u> for 10,001 SF up to 43,560 SF (1 Acre) of disturbed area Cumulative Additional Fee #2 = Cumulative Additional Fee #1 + \$427.00 <u>\$432.00</u> per whole or partial Acre disturbed over 1 Acre	

⁽⁶⁾Permit levels are determined as follows:

- Level 1 permits are for all projects that are not located in a Critical Area and add or replace less than 2,000 square feet of hard surface area; and/or disturb less than 7,000 square feet of land.

Note: Single-family residential projects disturbing 500 square feet or less may not require a permit.

- Level 2 permits are for all projects that add or replace 2,000 to 4,999 square feet of hard surface area; or disturb 7,000 square feet or more of land.

- Level 3 permits are for all projects that add 5,000 square feet or more of hard surface area, or convert $\frac{3}{4}$ acres or more of native vegetation to lawn/landscaped area, or convert 2.5 acres or more of native vegetation to pasture, or the new plus replaced hard surface area is 5,000 square feet or more and the value of improvements exceeds 50% of the assessed value of existing improvements.

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

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

When calculating the total SDC, a credit will be applied for the existing hard surface area except existing gravel surfaces.

8. Other Utility Fees: (Per Ordinance No. 5819, Ordinance No. 5944, Resolution No. 3797, Resolution No. 3953, Resolution No. 4424, Resolution No. 5114, Resolution No. 5134, Resolution No. 5255, Resolution No. 5319, Resolution No. 5388, Resolution No. 5424, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681.)	
Fireline Connection Permit	\$170.00 <u>177.00</u>
Hydrant Installation Permit and Inspection Fee	\$292.00 <u>304.00</u>
Hydrant Use Monthly Rate (applies to Type A and B permits): 3-inch water meter monthly rate, plus Actual usage at Commercial water rate	Per Current Utility Rate Schedule
Hydrant Permit (Type A and Type B) Administration Fee	\$250.00 <u>260.00</u>
Fire Hydrant Meter Wrench Fee (Type A Permit) ⁽¹⁾	\$58.00 <u>60.00</u>
Hydrant Meter with RPBA, Valve, and Wrench (Type B Permit) – Refundable Deposit ⁽²⁾	\$2,390.00 <u>2,486.00</u>
Dedicated Hydrant Use and Hydrant Meter Penalties and Charges:	
Failure to record “Start” read properly ^(2a)	\$275.00 <u>286.00</u>
Failure to record “Finish” read properly ^(2a)	\$275.00 <u>286.00</u>
Failure to submit monthly water consumption report to the city ^(2b)	\$10.00 <u>11.00</u>
Nonpayment of bill within 10 calendar days of reminder notice ^(2b)	\$10.00 <u>11.00</u>
Non-return of hydrant meter with RPBA assembly after request for return ^(2b)	\$10.00 <u>11.00</u>
Using a hydrant without Trained Hydrant Operator Card on hand ^(2a)	\$55.00 <u>57.00</u>
Using a hydrant without obtaining Trained Hydrant Operator Card ^(2a)	\$275.00 <u>286.00</u>
Using a hydrant without Hydrant Permit documentation on hand ^(2a)	\$55.00 <u>57.00</u>
Using a hydrant without obtaining Hydrant Permit ^(2a)	\$275.00 <u>286.00</u>
Loaning out a hydrant meter with RPBA assembly to an unauthorized party ^(2a)	\$275.00 <u>286.00</u>
Using a tool other than the city-supplied hydrant wrench to operate a hydrant ^(2a)	\$55.00 <u>57.00</u>
Damage to hydrant or infrastructure (reimbursement to city for repair or replacement)	At Actual Cost
Nonresponse to revocation of permit or trained hydrant operator certificate ^(2b)	\$10.00 <u>11.00</u>
Disassembly or tampering of hydrant, hydrant meter assembly or hydrant meter with RPBA assembly ^(2a)	\$275.00 <u>286.00</u>
Water Use Charge for Unreturned Hydrant Meter (if equipment not returned for final reading)	\$833.00 <u>866.00</u>
Water Meter Test Fee, 2” or less	\$265.00 <u>276.00</u>
Water Meter Test Fee, greater than 2”	At Actual Cost
Water Meter Removal Fee (3/4” to 1”) – (service line remains)	\$371.00 <u>386.00</u>
Water Meter Removal Fee (1-1/2” to 2”) – (service line remains)	\$743.00 <u>773.00</u>
Water Meter Removal Fee (3” and larger) – (service line remains)	At Actual Cost
Water Service Abandonment Permit (City abandons at main, removes meter and box)	\$3,570.00 <u>3,713.00</u>
Water Meter Relocation Permit by City	Same as Water Service Installation Permit Fee, see 7.a.
Water Service Alteration/Repair Permit on Private Property (by Applicant)	\$105.00 <u>109.00</u>
Backflow Permit for Premises Isolation (internal or external)	\$101.00 <u>105.00</u>
Utility Fees with Demolition Permit	

Water Meter Lockoff/Unlock Demo Fee (all sizes), per meter	\$83.00 <u>86.00</u>
Fire Line Shutoff/Turn-on Demo Fee	\$83.00 <u>86.00</u>
Fire line Abandonment Permit (at main or other City-approved location, by Applicant, also may require Construction permit if in ROW)	\$101.00 <u>105.00</u>
Fire line Abandonment Permit (at main or other City-approved location, by City), based on size of connection at main	Same as Water Service Installation Permit Fee, see 7.a.
Backflow Assembly Abandonment Demo Fee, per assembly	\$80.00 <u>83.00</u>
Side Sewer Cap Demo Fee (to cap side sewer before building demolition), per sewer connection	\$101.00 <u>105.00</u>
Storm Inspection Demo Fee (to cap storm pipes before building demolition), per parcel	\$265.00 <u>276.00</u>
Hydraulic Modeling (payment of estimated fees required in advance)	At Actual Cost
King County Right-of-Way Permit	At Actual Cost, \$1,000.00 <u>1040.00</u> Deposit
Hourly Rate for Negotiation, Development, Administration, and Execution of Special Agreements for Utility Service (Franchise Agreements, Service Area Agreements)	\$111.00 <u>115.00</u>
Re-Locate Fee (if <45 days from initial locates)	\$244.00 <u>254.00</u>
Side Sewer Repair Permit on Private Property	\$101.00 <u>105.00</u>
Side Sewer Repair Permit in Right-of-Way ⁽³⁾	\$191.00 <u>199.00</u>
Side Sewer Cap Permit (not associated with demolition)	101.00 <u>\$105.00</u>
Side Sewer Relocation/Replacement Permit	\$159.00 <u>165.00</u>
Oil/Water Separator Permit	\$244.00 <u>254.00</u>
Grease Interceptor Permit ⁽³⁾	\$244.00 <u>254.00</u>
Storm Drainage Repair Permit – Existing Private System on Private Property	\$101.00 <u>\$105.00</u>
Storm Drainage Repair Permit – Existing System in Public Right-of-Way/Easement ⁽³⁾	\$191.00 <u>\$199.00</u>
Storm Retrofit Permit – Non-Single Family on Private Property	\$281.00 <u>292.00</u>
Utilities Payback Administration Fees:	
Application Fee ⁽⁴⁾ :	
Base Fee (BF)	\$2,435.00 <u>2,532.00</u>
Per Benefited Parcel (BP)	\$64.00 <u>67.00</u>
<i>Application Fee Calculation = BF + (BP x Number of Benefited Parcels)</i>	
Payment Processing Fee (per parcel) ⁽⁵⁾	\$117.00 <u>122.00</u>
Outside Professional Services, including Area of Special Benefit Analysis	Time & Materials
<u>Recording fee will be billed to the Developer after recording is complete for actual cost.⁽⁶⁾</u>	<u>At Actual Cost</u>
Convenience shut off	\$50.00 <u>52.00</u>
Delinquent shut off	\$50.00 <u>52.00</u>
Late charge	1% per month of outstanding bill or \$15.00 <u>16.00</u> minimum, whichever is greater

Meter Damage/Tamper Repair Permit	\$515.00 <u>536.00</u> plus Meter Cost, if applicable
Unauthorized turn on/off	\$100.00 <u>104.00</u>
Delinquent meter pull	\$200.00 <u>208.00</u>
Unauthorized fire line or water hook up	\$100.00 <u>104.00</u> a day fine from date of discovery
Refusal of access per day	\$30.00 <u>31.00</u>
Closing/Final billing	\$15.00 <u>16.00</u>
New account setup	\$25.00 <u>26.00</u>
Bill tenant	\$25.00 <u>26.00</u>
After-hours water turn on/off	\$50.00 <u>52.00</u>
Escrow estimates	\$25.00 <u>26.00</u>
(1) Non-refundable fee. Wrench is only for withdrawing water at City-designated hydrant fill stations. Applicant will be charged the Hydrant Use Monthly Rate and all monthly reported water use at Commercial water rates until applicant returns wrench and notifies City in writing that applicant is no longer using water from City-designated hydrants. (2) Each year, the hydrant meter with RPBA, Valve, and Wrench must be returned to City for annual maintenance and testing no later than the date specified by the City at the time of application. The deposit amount will be forfeited if the equipment is not returned to the City by the deadline. If needed, the City will re-issue a hydrant meter to the applicant under the same permit. In that instance, the applicant will be billed for any damages to the returned meter; the deposit will be applied to the re-issued hydrant meter. Upon final return of the equipment to the City, the cost of repairing any damages will be deducted from the deposit. (2a) Maximum penalty, per day, location, violator and incident. (2b) Per calendar day. (3) If repair or new construction requires work within City right-of-way, including a new connection to the City's system, a Construction Permit (CON - see Section 9) is required in addition to the permit. (4) Payback Agreement Application Fee includes recording and mailing costs. (5) Fee to be deducted from the amount due to the developer when payback is collected for a parcel. <u>(6) Fee to be billed after recording. Outstanding recording fees will be deducted from the amount due to the developer when payback is collected for a parcel.</u>	

9. Construction/Excavation Permits (for work within the public rights-of-way including construction of utilities, sidewalks and driveways that are not part of Facility Extensions (FAC)): <i>(Per Ordinance No. 5817, Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681.)</i>	
Basic Fee (BF) Basic fee covers permit intake, admin, limited review and inspection time.	\$1 8275 .00
Daily Review and Inspection Rate (DIR) Normal Business Days (<u>weekdays</u>) Non-Business Days (includes weeknights, weekends, and holidays))	\$4 8566 .00 \$723695.00
Fee Calculation: Permit Fee = BF + (DIR x Estimated Days In Right of Way)*	
*For projects that are expected to involve significant review and inspection time, after hours work, or the review and inspection scope or duration requirements cannot be accurately estimated, the city engineer may establish a deposit account to manage permittee deposits in advance of permit issuance for reimbursing actual labor costs of administering the permit. Such deposit accounts will not be interest bearing and will be closed at the end of the permitted work when a final accounting of the permit administration cost shall be calculated, and a final bill or credit issued to the permittee. The Director is authorized to waive construction permit fees for projects that are funded through the neighborhood grant. A <u>few</u> waiver does not eliminate the requirement to apply for and obtain a permit.	
10. Memorial Sign Program: <i>(Per Ordinance No. 6137, Ordinance No. 6149, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, Resolution No. 5620, and Resolution No. 5681.)</i>	
Memorial Sign	\$185.00 192.00
11. Special Permits: <i>(Per Ordinance No. 5817 and amended by Resolution No. 3953, Resolution No. 4272, Resolution No. 4424, Resolution No. 5319, Resolution No. 5388, and Resolution No. 5470.)</i>	
Special Permit fees are assessed per Section 9. Construction/Excavation Permits	
12. Street Payback Agreements: <i>(Per Ordinance No. 6319, Resolution No. 4624, Resolution No. 5319, Resolution No. 5388, Resolution No. 5470, Resolution No. 5549, and Resolution No. 5681.)</i>	
Street Payback Administration Fees:	\$60
Application Fee ⁽¹⁾ :	
Base Fee (BF)	\$2,295.00 2,532.00
Per Benefited Parcel (BP)	\$67.00
Application Fee Calculation = BF + (BP x Number of Benefited Parcels)	
Payment Processing Fee (per parcel) ⁽²⁾	\$122 40 .00
Outside Professional Services, including Area of Special Benefit Analysis	Time & Materials
<u>Recording fee will be billed to the Developer after recording is complete for actual cost.</u> ⁽³⁾	<u>At Actual Cost</u>
⁽¹⁾ Payback Agreement Application Fee includes record mailing costs.	
⁽²⁾ Fee to be deducted from the amount due to the developer when payback is collected for a parcel.	
⁽³⁾ <u>Fee to be billed after recording. Outstanding recording fees will be deducted from the amount due to the developer when payback is collected for a parcel.</u>	
13. Mitigation and Impact Fees for Exempt Wells: <i>(Per Resolution No. 5352 and RCW 90.94.020.)</i>	
Mitigation and Impact fees for properties that will be served by new exempt wells drilled on or after January 19, 2018.*	\$500.00

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

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

Fee for sidewalk repair: **\$3224.00 per Square Foot** for sidewalk repairs required by ACC 12.12.234 to be included in the City's annual Sidewalk Repair and Accessibility Program. This fee does not include tree removal, but includes removal of roots located under the sidewalk to be repaired.

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

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

C. ANIMAL LICENSING FEES AND PENALTIES *(Per Resolution No. 4868):***1. Animal License Fees**

Type	Comments	Cost
Juvenile	8 weeks to 6 months of age	\$15.00
Altered	Proof of spay/neuter required	\$30.00
Unaltered		\$60.00
Senior	Proof that pet is altered and proof that owner is 62 years of age or older consistent with ACC 13.24 is required.	\$15.00
Disabled	Proof that pet is altered and proof of disability required	\$15.00
Service Animal	With a signed statement, on the City Form, indicating that the owner of the animal has a disability and that the animal is a service animal, no license fee shall be charged by the City.	\$0
Replacement Tag		\$5.00

2. Late Payment Penalty

Days Past Expiration	Type	Additional Cost
45-90	Late Fee	\$15.00
91-135	Late Fee	\$20.00
136-364	Late Fee	\$30.00
365 or more	Late Fee	\$30.00 + prior year's license fee

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

1. Lease Fees

Lease Type:

Open D-G	\$232.00 <u>248.00</u>
Open C	\$276.00 <u>295.00</u>
Closed J	\$417.00 <u>446.00</u>
Closed H	\$443.00 <u>474.00</u>
Closed Y & Z	\$515.00 <u>551.00</u>
Closed Y1 & Z22	\$662.00 <u>708.00</u>
Outside Tiedowns	\$87.00
Storage Rows H-D	\$149.00 <u>159.00</u>
Storage Units (185 sq. ft. – Buildings Y&Z)	\$131.00 <u>140.00</u>
Storage Units (298 sq. ft. – <u>Building Z</u>)	\$160.00 <u>171.00</u>
Storage Units (380 sq. ft. – Buildings Y&Z)	\$202.00 <u>216.00</u>

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

The above lease and security surcharge amounts are subject to applicable leasehold taxes, which shall be paid by the tenant. The total charges, including the above lease rates plus lease hold tax and surcharge shall be reflected in monthly billing rates. Tenants shall be given notice as required by Ordinance or lease agreements. The Airport Lease rates shall be effective January 1, ~~2022~~2023.

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

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

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

2. Daily Transient Parking (overnight)

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

3. Base Parking Fee – Designated Spaces

A base vehicle parking fee of ~~\$67.00~~\$72.00 per month per designated space is charged. There are designated spaces available on a first come basis for pilots to park or store a vehicle for an extended period of time. All airport rules and regulations apply. A monthly storage agreement must be completed and appropriate fees paid. The storage of vehicles is for the convenience of the users of the Auburn Airport and is month-to-month.

4. Additional Airport Fees

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

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

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

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

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

Traffic School Fee \$125.00¹¹

Animal Impound Fees

Fee to recover from impound all animals not permitted to be sheltered by Auburn Valley Humane Society:

Rabbits and Poultry	\$25/per day held
Goats and Sheep	\$30/per day held
Pot-Bellied pigs and Cattle	\$35/per day held
Horses, mini-Equine, Donkeys, and Mules	\$40/per day held
Stallions	\$50/per day held

All fees related to transport, house, and care of impounded animal	TBD
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¹¹ A 3% transaction fee will be applied if paid by credit card.

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

Type	Fees
Fees for public records – collection	
Non-certified photocopies of public records, printed copies of electronic public records when requested by the person requesting records. The maximum size for photocopies is 11x17.	\$0.15 per page plus postage
Certified copies of public records. The maximum size for photocopies is 11x17.	\$5.00 per document, plus \$0.15 per page, plus postage
Non-certified copies of documents larger than 11x17.	Actual cost charged by third party vendor.
Scanned public records into an electronic format.	\$0.10 per page
Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	\$0.05 per each 4 electronic files
Transmission of public records in an electronic format.	\$0.10 per gigabyte
Digital Storage Media or Device; Container or Envelope Used to Mail Copies to Requestor, and Postage.	Actual Cost
Customized service charge for requests requiring the use of information technology expertise per RCW 42.56.120(3).	Varies by request
Police body camera video redactions (redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring) per RCW 42.56.240(14).	\$60-2551.60 per hour

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

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

Children's Place	\$495.00
Opening and Closing – Cremation	
Cremation Plot	\$795.00
Niche	\$695.00
Opening and Closing – Entombment	\$1,495.00
Marker Services	
Flat Grass:	
Inscription	\$350 + tax
Setting Fee	\$295.00 + tax
Resetting Fee	\$150.00 + tax
New Inspection Fee for outside sales	\$450.00
Upright	
Setting Fee	\$475.00 + tax
Inscription	\$450.00 + tax
Resetting Fee	\$325.00
Vase Setting Fee	\$55.00 + tax
Recording Fee	\$100.00
Overtime Charge – per hour	\$175.00
Saturday Service Fee	
Full Interment	\$850.00
Cremation	\$475.00
Materials	
Flower Vases: (prices include vase setting fee)	
Standard	\$200.00
Deluxe Cast Zinc (gray or bronze zinc)	\$275.00
Deluxe Wall (brass)	\$275.00
Liners: Concrete Liner	\$795.00 + tax
Mountain View Vault	\$1,895.00 + tax
Vault Installation	\$995.00 + tax
Double Depth	\$1,100.00 + tax
Urn Encasement	\$400.00 + tax
Forestwalk Informal Cremation Garden	
Phase I: Single 3' Single Ground Plot	\$1,795.00
Phase I: Double 4' Plots	\$2,595.00
Phase II: Double 4' Double Ground Plot	\$2,595.00 - \$3,995.00
ForestWalk Ossuary Scattering	\$600.00
Granite Memorials Start At	\$595.00 + tax

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

LES GOVE MULTI-PURPOSE BUILDING	Resident	Non-Resident		
Monday – Sunday	\$25.00/hour	\$30.00/hour		
LES GOVE GYMNASIUM	Resident	Non-Resident	Auburn Non-Profit	Other Non-Profit
Gymnasium (athletics practice, birthday parties, etc.)	\$50.00/hour	\$60.00/hour	\$40.00/hour	\$50.00/hour
Gymnasium (tournaments, trade shows, fairs, etc.)	\$80.00/hour	\$95.00/hour	\$65.00/hour	\$80.00/hour
Damage Deposit	\$300.00	\$300.00	\$300.00	\$300.00
Optional Cleaning Fee	\$275.00	\$275.00	\$275.00	\$275.00
SENIOR ACTIVITY CENTER	Resident	Non-Resident	Auburn Non-Profit	Other Non-Profit
Millennium Room (includes basic kitchen use) Available Friday evenings, Saturday and Sunday.	\$90.00/hour	\$110.00/hour	\$65.00/hour	\$85.00/hour
Full Facility Rental Package Friday night & Saturday: 4 hours Friday and up to 12 hours of use on Saturday	\$1,350.00	\$1,650.00	\$1,000.00	\$1,300.00
Full Facility Rental Package Full Day Saturday or Full Day Sunday: up to 12 hours of use on either day	\$1,100.00	\$1,400.00	\$850.00	\$1,100.00
1/3 Millennium Room	\$50.00/hour	\$60.00/hour	\$40.00/hour	\$50.00/hour
Lions Room Monday – Friday	\$40.00/hour	\$50.00/hour	\$30.00/hour	\$40.00/hour
Damage & Cleaning Deposit (for Full Facility and Millennium room rentals) without alcohol	\$300.00	\$300.00	\$300.00	\$300.00

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

WILLIAM C. WARREN BUILDING	Resident	Non-Resident		
	\$45.00/hour	\$55.00/hour		
BACKYARD IDEA GARDEN	\$60.00/Half Day	\$75.00/Half Day		
	\$100.00/Full Day	\$125.00/Full Day		
GRASS FIELDS	Resident	Non-Resident		
Youth	\$8.00/hour	\$11.00/hour		
Adult	\$16.00/hour	\$21.00/hour		
Field Lights	\$20.00/hour	\$20.00/hour		
Field Maintenance	\$30.00 per field	\$30.00 per field		
BASEBALL/SOFTBALL/ FASTPITCH TOURNAMENTS	1 Day	2 Day		
Youth	\$800.00	\$1,100.00		
Adult	\$1,000.00	\$1,400.00		
Field Lights	\$20.00/hour	\$20.00/hour		
<u>Damage Deposit</u>	<u>\$250.00 per tournament</u>			
SYNTHETIC TURF FIELDS	Resident	Non-Resident		
Youth Soccer	\$31.00/hour	\$41.00/hour		
Adult Soccer	\$41.00/hour	\$51.00/hour		
Field Lights	\$20.00/hour	\$20.00/hour		
Youth Baseball	\$41.00/hour	\$51.00/hour		
Adult Baseball	\$51.00/hour	\$66.00/hour		
GAME FARM WILDERNESS PARK CAMPGROUNDS	Resident	Non-Resident		
	\$3540 .00/night	\$3540 .00/night		
GAME FARM WILDERNESS PARK DAY CAMP	Resident/ Non-Resident	Non-Profit		
	\$75.00/day	\$50.00/day		
PICNIC SHELTERS	Resident	Non-Resident		
GAME FARM PARK	Half Day*	Full Day*	Half Day*	Full Day*
Single quadrant (max: 25)				
Monday – Friday	\$30.00	\$50.00	\$40.00	\$65.00
Saturday - Sunday	N/A	N/A	N/A	N/A
Full day				
Mon-Sun (Full Shelter) 1-99	\$120.00	\$200.00	\$150.00	\$250.00
Mon-Sun (Full Shelter) 100-199	\$180.00	\$300.00	\$225.00	\$375.00
Mon-Sun (Full Shelter) 200+ (must also rent amphitheater)	N/A	\$375.00	N/A	\$475.00
Amphitheater	\$75.00	\$125.00	\$100.00	\$175.00
ISAAC EVANS PARK	\$60.00	\$100.00	\$75.00	\$125.00
LEA HILL PARK	\$60.00	\$100.00	\$75.00	\$125.00

ROEGNER PARK	\$60.00	\$100.00	\$75.00	\$125.00
GAME FARM WILDERNESS PARK	\$60.00	\$100.00	\$75.00	\$125.00
LES GOVE PARK	\$60.00	\$100.00	\$75.00	\$125.00
SUNSET PARK				
Mon-Sun Single Quadrant (max: 25)	\$30.00	\$50.00	\$40.00	\$65.00
Mon-Sun (Full Shelter) 1-99	\$120.00	\$200.00	\$150.00	\$250.00
Mon-Sun (Full Shelter) 100-199	\$180.00	\$300.00	\$225.00	\$375.00
Mon-Sun (Full Shelter) 200+	NA	\$375.00	NA	\$475.00
PLAZA PARK *	Resident Group		Non-Resident Group	
Hourly rate	\$60.00		\$75.00	
Full day rate	\$360.00		\$450.00	
* Additional hourly fees may be applied based on event/staffing needs				
AUBURN AVE THEATER	Resident		Non-Resident	
Weekdays Mon-Thur	\$200.00		\$245.00	
Weekend Days (Fri., Sat., and Sun.)	\$300.00		\$370.00	
Rate Schedule considers one day to be an 8 hour block of time.				
Damage deposit. The terms and conditions for full or partial refund of deposit apply to approval of Check-Out List, including theater, equipment plot restoration.	\$500.00		\$500.00	
Hourly commercial rate for meetings 2 hour min. for “4-wal” only of lobby, auditorium, and stage	\$45.00/hour		\$55.00/hour	
Equipment not included: Use of any theatrical equipment additional charge	\$100.00/hour		\$100.00/hour	
\$1,000,000 excess liability insurance required	Upon request		Upon request	
Custodial Fee	\$145.00		\$145.00	
Sound & Light Technician	\$30.00/hour		\$30.00/hour	
Stage Hand	\$20.00/hour		\$20.00/hour	
Theater House Manager	\$30.00/hour		\$30.00/hour	
Rental Rate Schedule for Commercial Filming	Resident		Non-Resident	
Permit Fee	\$50.00			
Still Photography/Training and Industrial Films, etc	\$50.00 per 1/2 day		\$100.00 per day	
Broadcast, Film, TV, Commercial, etc.	\$75.00 per 1/2 day		\$150.00 per day	
Electricity/Water Access, Park Maintenance Staff, Vehicle Access	Hourly staff cost			
Damage Deposit	\$100.00			
Impact Fees:				
Park Impact Fees	\$3,500.00 per residential dwelling unit			

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

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

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

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

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

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

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

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

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

COMMERCIAL PARKING LOT FEES

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

Lot 1 – Kiss & Ride (21 stalls)	\$0 / per space / per day	\$2.75 / per space / per day
Lot 2 – 11 A St NW (47 stalls)	\$0 / per space / per day	\$2.75 / per space / per day
Lot 3 – Mel's Lot (120 stalls)	\$0 / per space / per day	\$2.75 / per space / per day
Lot 4 – B St (60 stalls)	\$0 / per space / per day	\$1.75 / per space / per day
Lot 5 – Safeway (122 stalls)	\$0 / per space / per day	\$1.75 / per space / per day
Lot 6 – D St (20 stalls)	\$0 / per space / per day	\$1.25 / per space / per day

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

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

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

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

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5685 (Comeau)

Date:

September 27, 2022

Department:

Legal

Attachments:

[Resolution No. 5685](#)

[Signed Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Resolution No. 5685.

Background for Motion:

City staff recommend the adoption of Resolution 5685, authorizing and ratifying the Purchase and Sale Agreement with MultiCare Health System for the City to purchase real property consistent with the City's facility needs.

Background Summary:

The Auburn City Council adopted the Facilities Master Plan (RES 5595) which addresses the City's need to replace aging and inadequate City facilities.

For years 735 12th Street SE, Auburn, was operated by MultiCare Health System as a Medical Office Facility until its relocation of the medical operations in early 2022. Repeated and constant vandalism have damaged the building to a point beyond repair. As a condition of sale, MultiCare, at their sole cost and expense will demolish the building prior to the close of sale.

The agreed to purchase price for the property was determined by a fair market appraisal with only the value of the land being reflected. This property, consisting of five tax parcels totaling 2.3 acres, offers a unique opportunity to meet critical short and long-term facility needs for public safety in Auburn by providing sufficient property to efficiently and effectively plan for and construct needed facilities.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff:

Comeau

Meeting Date: October 3, 2022

Item Number:

RES.C

RESOLUTION NO. 5685

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, APPROVING AND RATIFYING
THE PURCHASE AND SALE AGREEMENT BETWEEN THE
CITY OF AUBURN AND MULTICARE FOR REAL PROPERTY

WHEREAS, MultiCare owns certain real property located at 735 12th Street SE, in Auburn,
Washington; and

WHEREAS, the City of Auburn would like to purchase the real property to satisfy property
needs identified in the City's Facilities Master Plan.

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

Section 1. The Purchase and Sale Agreement between the City of Auburn and
MultiCare for real property and attached is approved and ratified.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the 28 day of September, 2022 ("Effective Date"), by and between the **City of Auburn**, a Washington municipal corporation ("City" or "Buyer"), and **MultiCare Health System**, a Washington nonprofit corporation ("Seller"). Seller and Buyer are collectively referred to as the "Parties."

RECITALS

A. Seller owns certain real property located at 735 12th Street SE, Auburn, Washington 98002, also known as King County Parcel Nos. 192105-9161, 9111, 9140, 9160 & 9088 (collectively the "Subject Property"), legally described in attached **Exhibit A**.

B. Buyer is in need of property sufficient to satisfy the property needs identified in the Council-adopted Capital Facilities Plan study.

C. Seller wishes to sell, and Buyer wishes to buy, the Subject Property owned by Seller described in **Exhibit A** for municipal purposes.

AGREEMENT

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

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

1.1 "Closing" or "Close of Escrow" means the recordation of the Deed in the Official Records and Seller's receipt of the Purchase Price.

1.2 "Closing Date" or "Date of Closing" means the date which is fifteen (15) days after the Completion of Seller's demolition of the improvements on the Subject Property.

1.3 "Completion" with respect to demolition of the improvements on the Subject Property is defined in Section 5.4.

1.4 "Deposit" means an amount of twenty-five thousand and 00/100ths dollars (\$25,000.00), plus any other amounts designated as a Deposit in this Agreement.

1.5 "Escrow" means the escrow opened with Escrow Agent for the consummation of the transaction described in this Agreement.

1.6 "Escrow Agent" means Chicago Title Company, located at: 701 5th Avenue, Suite 2700, Seattle, WA 98104, Attn: Michael Costello.

1.7 "Official Records" means the official real property records of King County, Washington.

1.8 "Permitted Exceptions" has the meaning as set forth in Section 6.1 below.

1.9 "Purchase Price" has the meaning as set forth in Section 3.

1.10 "Title Company" means Chicago Title Company.

1.11 "Title Policy" means the then current extended coverage ALTA owner's policy of title insurance issued by the Title Company to Buyer with coverage in the amount of the Purchase Price, showing title to the Subject Property vested in Buyer subject only to the Permitted Exceptions.

2. **Purchase and Sale.** Buyer agrees to buy, and Seller agrees to sell, all Seller's rights, title and interest in the real property legally described in **Exhibit A** (Subject Property) on the terms and conditions set forth in this Agreement.

3. **Purchase Price; Cash Payment.** The Purchase Price is **Two Million Four Hundred Sixty-Five Thousand Dollars and no cents (\$2,465,000.00)**, which will be payable in full at Closing. The Deposit will be applied to the Purchase Price due at Closing. The Purchase Price payment by Buyer will be via wire transfer of immediately available and collected federal funds.

4. **Earnest Money Deposit.** On execution of this Agreement, Buyer will deposit with Escrow Agent **Twenty-Five Thousand Dollars and no cents (\$25,000.00)** in cash (the "Deposit"), which the Escrow Agent will hold as an earnest money deposit for this transaction. The Deposit will be held in Escrow and applied or disposed of by the Escrow Agent based on the terms of this Agreement. Escrow Agent will place the Deposit in an interest-bearing account approved by the Buyer and all interest earned will be added to and become part of the Deposit. The Deposit will not be refunded and will become property of Seller upon expiration or earlier waiver of Buyer's Due Diligence Period.

5. **Due Diligence and Feasibility; Demolition.**

5.1. Due Diligence and Feasibility. Buyer shall have the right for a period of **45 days** after the Effective Date (the "Due Diligence Period") to conduct Buyer's due diligence and feasibility review, examination and inspection of all matters pertaining to its acquisition of the Subject Property, including such inspections, tests, and surveys as Buyer deems appropriate to determine the suitability of the Subject Property for Buyer's intended use; provided, however, that Buyer may not conduct any Additional Testing (as defined in Section 5.2) of the Subject Property without Seller's prior written consent as set forth in

this paragraph below. If a licensed professional environmental consultant recommends that Buyer perform Additional Testing, then Buyer shall notify Seller of such recommendation prior to the expiration of the then-existing Due Diligence Period and on delivery of such notice, the Due Diligence Period will be extended by an additional 30 days. Buyer is solely responsible to determine its ability to use the Subject Property for its intended use and is solely responsible for submitting all necessary applications for City, State, and Federal permits necessary to determine feasibility. If, based upon Buyer's review, examination and inspection, Buyer determines in its sole discretion that it intends to acquire the Subject Property, then Buyer shall promptly notify Seller of such determination in writing prior to the expiration of the Due Diligence Period. In the event that Buyer fails to deliver such notice to Seller on or before the expiration of the Due Diligence Period, Buyer will be deemed to be satisfied and to have waived its right to terminate this Agreement pursuant to this subsection. If Buyer timely and affirmatively advises Seller in writing of its dissatisfaction based on its feasibility review prior to the expiration of the Due Diligence Period, then this Agreement shall automatically terminate as of the date of such notice, the Parties' rights under this Agreement shall be of no further force or effect (except to the extent such rights or obligations expressly survive termination hereunder) and the Deposit will be returned to Buyer. In the event that the transaction does not close, upon written request from Seller, Buyer shall provide Seller with a copy of the results of any tests and inspections made by Buyer that Seller requests.

Prior to entering the Subject Property to assist Buyer in conducting its inspections, any consultant other than Buyer must provide evidence of the insurance as set forth below, with Seller listed as certificate holder and naming Seller as an additional insured on the Commercial General Liability and Business Automobile insurance policies, and shall provide Seller with certificates of insurance satisfactory to Seller evidencing such insurance with the limits set forth below:

<u>Type</u>	<u>Limits</u>
Worker's Compensation/Employer's Liability	Statutory/\$500,000
Commercial General Liability	\$1,000,000/occurrence \$2,000,000/aggregate
Business Automobile Liability	\$1,000,000 Combined Single Limit

5.2. Additional Testing. If Buyer chooses to conduct any Phase II (as such term is commonly used in the industry) or other invasive or destructive testing of the Subject Property (collectively, "Additional Testing"), Buyer must first receive Seller's prior written consent, which consent may not be unreasonably withheld, conditioned, or delayed. To obtain Seller's consent to Additional Testing, Buyer shall notify Seller, in writing, of the intended purpose, scope and location of the Additional Testing on the Subject Property, to which notice there shall be attached a copy of a written proposal prepared by or for Buyer with regard to such Additional Testing. Further, Buyer shall

provide Seller with any other information regarding such Additional Testing which Seller may reasonably request. Seller shall promptly respond to Buyer's request to do such Additional Testing upon its receipt and review of all information relating thereto, as set forth above. If Seller consents to such Additional Testing, Seller and Buyer shall enter into a reasonable form of access and indemnification agreement (the full execution and delivery thereof being a condition precedent to the commencement of any Additional Testing) which sets forth the terms and conditions under which such Additional Testing may be performed. Prior to any such Additional Testing being conducted, Buyer shall cause any consultant that will enter the Subject Property to perform the Additional Testing to deliver to Seller, at no expense to Seller, a certificate of insurance satisfactory to Seller naming Seller as certificate holder and naming Seller as an additional insured, evidencing that Buyer's consultants have the following insurance in full force and effect meeting the requirements set forth below:

<u>Type</u>	<u>Limits</u>
Professional Liability (including Pollution Coverage)	\$2,000,000/occurrence \$2,000,000/aggregate
Contractor's Pollution Liability	\$5,000,000/occurrence \$5,000,000/aggregate

Once obtained, the aforesaid coverages shall be maintained throughout the term of this Agreement. Furthermore, any coverage written on a "Claims-Made" basis shall be kept in force, either by renewal or the purchase of an extended reporting period, for a minimum period of one year following the Closing or other termination of this Agreement. Such insurance shall be issued by an insurer with an A.M. Best financial strength and size rating of "A-/XV" or better. Nothing herein contained shall in any way limit Buyer's liability under this Agreement or otherwise.

5.3. Compliance. Buyer shall observe, and cause any of its consultants, employees, or agents ("Buyer's Consultants") who enter onto the Subject Property to observe, (i) all appropriate safety precautions in conducting Buyer's investigations of the Subject Property and (ii) perform all activities upon the Subject Property in compliance with all applicable laws including but not limited to, federal, state and local laws, orders, rules, regulations and ordinances which might in any way relate to the inspections, the Subject Property and public health concerns, including, but not limited to, applicable COVID-19 regulations, orders and ordinances ("Applicable Laws"). Buyer shall perform all work and cause Buyer's Consultants to perform all work and take all reasonable action and implement all protections necessary and in such a manner so as not to (i) cause any damage to the Subject Property or environment, (ii) cause any injury to any person, (iii) cause any interference with any ongoing operations at the Subject Property, or (iv) cause or result in the violation of any Applicable Laws. While Buyer is responsible for ensuring such compliance with all laws, ordinances, regulations, and governmental orders, Seller may deny, restrict, postpone, or otherwise condition access to the Subject Property, or any portion thereof, by Buyer and/or Buyer's Consultants if Seller, in its sole discretion, determines that any such

access would (x) result in a violation or potential violation of any laws, ordinances, regulations, and governmental orders, or (y) cause an unreasonable risk of spreading any virus, or causing any other health risk, upon the Subject Property. Buyer shall indemnify, defend, and hold Seller and its wholly-owned affiliates, subsidiaries, agents, employees, officers, directors, trustees or other representatives of Seller (collectively, the "Indemnified Parties") harmless from and against any losses, damages, expenses, liabilities, claims, demands, and causes of action including, but not limited to, injury or death of persons or damage to the Subject Property or any other property, or mechanic's or materialmen's liens placed against the Subject Property (together with any legal fees and other expense incurred by any of the Indemnified Parties in connection therewith), (collectively, "Costs") resulting, or alleged to be resulting, directly or indirectly from, or in connection with, any inspection of or other entry upon the Subject Property by Buyer or Buyer's Consultants or any breach of the terms of this Agreement by Buyer or Buyer's Consultants, or any other party to whom Buyer has disclosed confidential information pursuant hereto, except to the extent any such Costs arise out of any Indemnified Party's negligence or willful misconduct. Notwithstanding the foregoing indemnity, Buyer shall have no liability to any Indemnified Parties or to any other person or entity by reason of, nor shall Buyer have any duty to indemnify, defend or hold any person or entity harmless from or against, any Costs, including, without limitation, any claim for diminution in value of the Property or for environmental remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported (as may be required by law) any adverse physical condition, title condition, environmental condition or other defect with respect to the Subject Property and Buyer shall not be deemed a generator or operator with respect to any environmental condition found or existing on the Subject Property prior to Closing and Seller shall indemnify Buyer against same.

This Section 5.3 shall survive Closing or other termination of this Agreement.

5.4. Demolition of the Medical Office Building. Within 30-days of execution of this Agreement, Seller shall apply for all required permits to demolish the improvements on the Subject Property. Seller will notify Buyer of approval from the governing authorities once received. Subject to Seller's rights and remedies under this Agreement, all demolition will be done at the sole cost, expense, and risk of the Seller and in compliance with applicable local, state and federal laws, rules and regulations. Seller will diligently pursue Completion of the demolition of the improvements on the Subject Property and will endeavor to complete such demolition within 120 days after the later of (i) approval from the governing authorities of demolition and (ii) Buyer's waiver or deemed waiver of the Due Diligence Period. Seller shall have no obligation to commence such demolition until Buyer has waived the Due Diligence Period. Seller will promptly notify Buyer upon Seller's completion of the demolition, but "Completion" as it is defined under this Agreement means the receipt of an approved final inspection from the governing authorities (and if Buyer is the "governing authority," such approval shall not be unreasonably withheld, conditioned, or delayed). If Completion of the demolition has not been achieved on or before the date that is 150 days after the later of (i) approval from the governing authorities of all permits and applications for demolition and (ii) Buyer's waiver or deemed waiver of the Due Diligence Period, then Buyer may terminate this Agreement

on 15 days' written notice to Seller, and the Parties' rights under this Agreement shall be of no further force or effect (except to the extent such rights or obligations expressly survive termination hereunder) and the Deposit will be returned to Buyer.

6. **Title Policy.** Promptly after mutual execution of this Agreement, Seller will cause to be delivered to Buyer, at Seller's expense an ALTA standard coverage preliminary title insurance commitment covering the Subject Property from the Title Company (the "Commitment"). The Title Company will be instructed to deliver a copy of the Commitment and copies of exceptions to Buyer, Seller, and the Parties' respective counsel. Approval by Buyer of the exceptions to title set forth in the Commitment (other than as hereinafter set forth) will be a condition precedent to Buyer's obligation to purchase the Subject Property; provided, however, that Buyer must issue such approval in accordance with the timelines and objection process set forth in this Section. Unless Buyer gives written notice that it disapproves the exceptions to title shown on the Commitment (other than the exceptions to title approved by Buyer and described in Section 6.1 below), stating the exceptions so disapproved, within fourteen (14) calendar days after the date of delivery of the Commitment to Buyer, Buyer will be deemed to have approved such exceptions. If Buyer disapproves any title exceptions, Seller will have a ten (10) calendar day period after its receipt of Buyer's written notice of disapproval of the same within which to provide written notice to Buyer as to which of such disapproved title exceptions Seller will remove (or cause to be removed) from title; provided, however, that Seller will not be required to actually remove such exception(s) until Closing. If, for any reason, Seller's notice given pursuant to the immediately preceding sentence does not covenant to remove all of Buyer's disapproved title exceptions at or prior to Closing or Seller fails to deliver a timely notice, Buyer has the right to terminate this Agreement by written notice to Seller and Escrow Agent given within ten (10) calendar days after the earlier of the expiration of such ten (10) calendar day period or the date Seller informs Buyer that it does not intend to remove the disapproved items (the "Termination Notice"). Seller shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing its efforts other than to remove at Closing any monetary encumbrances or liens created by Seller. Buyer's failure to deliver the Termination Notice within such ten (10) day period will be deemed Buyer's approval of any such previously disapproved title exception. If Buyer delivers the Termination Notice within such ten (10) day period, the obligation of Seller to sell, and Buyer to buy, the Subject Property will terminate and Escrow Agent is instructed to promptly return Buyer's Deposit. In the event an update to the Commitment is issued by the Title Company that discloses any new title exception, Buyer and Seller shall follow the same process outlined above with respect to any such new title exception provided.

6.1 **Permitted Exceptions.** In addition to such other exceptions to title as may be approved by Buyer pursuant to the provisions of Section 6 above, Buyer shall accept title to the Subject Property subject to the following (collectively, the "Permitted Exceptions"): The printed exceptions which appear in the then current ALTA form standard coverage owner's policy of title insurance issued by Title Company in the State of Washington; and items created by, or on behalf of, Buyer.

6.2 **Extended Coverage.** Buyer shall have the right to procure an ALTA Extended Coverage Owner's Policy of Title Insurance ("ALTA Extended Policy") which additional premium cost, including sales tax in excess of those charged for standard coverage will be the sole cost and expense of the Buyer. Buyer is also responsible for any cost and work required by the Title Company to provide the extended coverage. Buyer covenants that any required work will be delivered to the Title Company in a timely manner so as not to delay Closing. Seller shall execute an owner's affidavit in commercially reasonable form mutually agreeable to the Title Company and Seller to issue an extended coverage title policy.

7. **Buyer's Right of Entry.** Subject to the requirements in Sections 5.1, 5.2 & 5.3, Buyer, and its agents and consultants, at Buyer's sole expense and risk, may enter the Subject Property at reasonable times during the term of this Agreement for the purpose of Buyer's due diligence and feasibility study of the Property, provided Buyer has given 24 hours' prior notice to Seller of its intention to enter the Subject Property. Seller may have Seller or Seller's agents accompany Buyer during such inspections and shall cooperate with Buyer in good faith to make arrangements for Seller or Seller's agents to accompany Buyer and/or Buyer's agents and consultants, as the case may be. Buyer will (a) exercise care at all times on or about the Subject Property, and (b) take precautions for the prevention of injury to persons or damage to property on or about the Subject Property. Any physical alteration of the Subject Property in connection with Buyer's study will be restored by Buyer to a condition reasonably comparable to that existing immediately preceding such action upon Seller's demand and at Buyer's sole expense. Buyer shall indemnify, defend, and hold harmless Seller, its partners and members and their respective partners, members, shareholders, officers, directors, trustees, agents, and employees for, from and against any and all claims, liabilities, liens, damages, losses, causes of action, and obligations and expenses (including reasonable attorneys' fees) incurred as a result of, or arising in connection with physical damage to the Subject Property, bodily injury or personal injury arising out of any tests, inspections, and studies of the Subject Property performed by Buyer, its agents, employees or contractors. The obligation set forth in this paragraph shall survive the Closing and any termination of this Agreement and shall be a continuing obligation of Buyer and its successors and assigns. In addition, Buyer is not Seller's agent in connection with such activities and has no authority to allow any liens to encumber the Subject Property. Buyer shall keep the Subject Property free from all mechanics', materialmen's and other liens, and all claims, arising from any work or labor done, services performed, or materials and supplies furnished in the exercise Buyer's right of entry on the Subject Property.

8. **Closing.**

8.1 **Time for Closing.** This purchase and sale will be closed in the office of Escrow Agent on the Closing Date. Buyer and Seller will place in Escrow with Escrow Agent all instruments, documents and monies necessary to complete the sale under this Agreement. Funds held in Escrow pursuant to Escrow instructions will be deemed, for purposes of this definition, as available for disbursement to Seller. Neither party needs to be physically present at the Closing.

8.2 Closing Costs.

8.2.1 Seller's Costs. Associated with the sale and conveyance of the Subject Property, Seller will pay; (a) one half of the escrow fees and cost, (b) all premiums charged for the issuance of an ALTA Standard Coverage Owner's Policy, including applicable tax, (c) all real estate excise tax fees owed, (d) Seller's share of prorations, and (e) Seller's own legal fees and fees of its own consultants, including but not limited to real estate broker commissions owed to any seller's broker in connection with this Agreement.

8.2.2 Buyer's Costs. Associated with the sale and conveyance of the Subject Property, Buyer will pay; (a) one half of the escrow fees and cost, (b) all premiums charged for any additional endorsements, or extended coverage Buyer may require or request, including applicable sales tax, (c) the recording fees for the Deed; (d) Buyer's share of prorations, if any, and (e) Buyer's own legal fees and fees of its own consultants, including but not limited to real estate broker commissions owed to any buyer's broker in connection with this Agreement.

8.2.3 Other Costs. All other costs and expenses will be charged according to local industry customs.

8.2.4 Real Property Taxation. Seller will be responsible for all real property taxes due and owing prior to the Closing.

8.3 Closing Documents.

8.3.1 Seller's Documents. At Closing, Seller will deliver to Escrow Agent the following instruments and documents:

- a. An executed and acknowledged Bargain and Sale Deed in the form attached to this Agreement as Exhibit "C";
- b. The executed real estate excise tax affidavit to accompany the Deed;
- c. An executed nonforeign person affidavit in the form required under Section 1445 of the Internal Revenue Code; and
- d. Such documents as reasonably required by Escrow Agent to close the transaction.

8.3.2 Buyer's Documents. At Closing, Buyer shall deliver to Escrow Agent the following funds, instruments and documents:

- a. The balance of the Purchase Price in accordance with Section 3;
- b. An executed real estate excise tax affidavit; and
- c. Such documents as reasonably required by Escrow Agent to close the transaction.

9. **Possession.** Buyer will be entitled to possession of the Subject Property upon Closing subject to the Permitted Exceptions.

10. **Representations and Warranties.**

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

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

10.1.2 Hazardous Material. Except as disclosed to Buyer in the documents provided during the Due Diligence Period, the Seller Disclosure Statement, Seller has not received notification of any kind from any third-party or governmental agency suggesting that the Subject Property is or may be targeted for a Hazardous Material (as that term is defined in Section 10.1.4) cleanup. Buyer agrees to waive Seller's Disclosure Statement under RCW 64.06.010 with the exception of item 6 "Environmental" under RCW 64.06.013, which Buyer acknowledges is being delivered concurrently with execution of this Agreement as **Exhibit B** of this Agreement ("Seller Disclosure Statement"). Pursuant to Revised Code of Washington 64.06.010, Buyer hereby waives its right to receive the balance of the completed Seller Disclosure Statement. Buyer further agrees that any information discovered by Buyer concerning the Subject Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated seller disclosure statement. Buyer hereby waives any right to receive an updated or revised seller disclosure statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated Buyer who is familiar with the ownership and development of real estate projects similar to the Subject Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Subject Property it deems necessary, and will acquire the Subject Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided or to be provided by Seller. Prior to closing, Buyer will be responsible to evaluate the property for Hazardous Material and Seller will be given the opportunity, but will not be obligated, to remediate any concerns brought to the attention of environmental authorities.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED BEFORE, ON, OR AFTER THE DATE OF THIS AGREEMENT AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE

PROVIDED BY SELLER TO BUYER. THIS WAIVER DOES NOT, HOWEVER, REMOVE BUYER'S RIGHT TO TERMINATE THIS AGREEMENT IN CONNECTION WITH ITS DUE DILIGENCE INVESTIGATION.

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

10.1.4 "As is" condition of Subject Property. The Purchase Price reflects that Buyer is purchasing the Subject Property "as is," "where is," and "with all faults," except to the extent of representations and warranties specifically made by Seller or in the Deed or other documents to be delivered by Seller at Closing.

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE SUBJECT PROPERTY AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO ANY MATTER RELATING TO THE SUBJECT PROPERTY AND, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN THIS AGREEMENT AND AS EXPRESSLY STATED IN THE DOCUMENTS TO BE DELIVERED AT CLOSING ("SELLER'S WARRANTIES"), WILL RELY SOLELY UPON SAME, BUT NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS REGARDING THE SUBJECT PROPERTY MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED, ON BEHALF OF ITSELF AND ON BEHALF OF ITS TRANSFEREES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE SELLER AND SELLER'S AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BY REASON OF OR ARISING OUT OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECT OR OTHER PHYSICAL CONDITION (INCLUDING, WITHOUT LIMITATION, FUNGI, MOLD OR MILDEW) WHETHER PURSUANT TO STATUTES IN EFFECT IN THE STATE WHERE THE PREMISES ARE LOCATED OR ANY OTHER FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, THE EXISTENCE OF ANY HAZARDOUS MATERIAL OR ANY ENVIRONMENTAL CONDITION WHATSOEVER, ON, AT, TO, IN, ABOVE, ABOUT, UNDER, FROM

OR IN THE VICINITY OF THE SUBJECT PROPERTY AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS WHATSOEVER REGARDING THE SUBJECT PROPERTY, THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE AND OF WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLER. OTHER THAN THE SELLER'S WARRANTIES, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL, OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION: (I) THE OWNERSHIP, MANAGEMENT, AND OPERATION OF THE SUBJECT PROPERTY; (II) TITLE TO THE SUBJECT PROPERTY; (III) THE PHYSICAL CONDITION, NATURE, OR QUALITY OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE QUALITY OF THE SOILS ON AND UNDER THE REAL PROPERTY, AND THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE IMPROVEMENTS OR PERSONAL PROPERTY; (IV) THE FITNESS OF THE SUBJECT PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE PRESENCE OR SUSPECTED PRESENCE OF HAZARDOUS MATERIAL ON, IN, UNDER, OR ABOUT THE SUBJECT PROPERTY (INCLUDING, WITHOUT LIMITATION, THE SOILS AND GROUNDWATER ON AND UNDER THE REAL PROPERTY); (VI) THE COMPLIANCE OF THE SUBJECT PROPERTY WITH APPLICABLE GOVERNMENTAL LAWS, RULES, ORDERS OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT OF 1990, ENVIRONMENTAL LAWS, PANDEMIC AND/OR PUBLIC HEALTH EMERGENCIES, AND LAWS OR REGULATIONS DEALING WITH ZONING OR LAND USE; OR (VII) THE PAST OR FUTURE OPERATING RESULTS AND VALUE OF THE SUBJECT PROPERTY. AS USED HEREIN, "HAZARDOUS MATERIAL" MEANS ANY HAZARDOUS, TOXIC OR DANGEROUS WASTE, SUBSTANCE, OR MATERIAL, AS CURRENTLY DEFINED FOR PURPOSES OF (A) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, OR (B) ANY OTHER FEDERAL, STATE, OR LOCAL LAW, ORDINANCE, RULE, ORDER, OR REGULATION APPLICABLE TO THE SUBJECT PROPERTY AND ESTABLISHING LIABILITY STANDARDS OR REQUIRED ACTION AS TO REPORTING, DISCHARGE, SPILLAGE, STORAGE, UNCONTROLLED LOSS, SEEPAGE, FILTRATION, DISPOSAL, REMOVAL, USE, OR EXISTENCE OF A HAZARDOUS, TOXIC, OR DANGEROUS WASTE, SUBSTANCE, OR MATERIAL. IN THIS REGARD AND TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO BUYER MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN; UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES CONTAINED HEREIN HAVE BEEN NEGOTIATED AND AGREED

UPON BY BUYER IN LIGHT OF THAT REALIZATION AND THAT, SUBJECT TO THE FURTHER PROVISIONS OF THIS PARAGRAPH 10.1.4, BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER AND SELLER'S AFFILIATES FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES. BUYER ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE FURTHER PROVISIONS OF THIS PARAGRAPH 10.1.4, BUYER, FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE SUBJECT PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE SUBJECT PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF CERCLA (THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C. §9601 ET SEQ., AS AMENDED BY THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986, AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, 42 U.S.C. §6901 ET SEQ., OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR ENVIRONMENTAL LIABILITY WITH RESPECT TO OR AFFECTING THE SUBJECT PROPERTY. AS PART OF THE PROVISIONS OF THIS PARAGRAPH 10.1.4, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED. IN THIS CONNECTION AND TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO BUYER MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES, LIABILITIES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES IN THIS AGREEMENT HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES, LIABILITIES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS PARAGRAPH 10.1.4. NOTWITHSTANDING

ANYTHING STATED TO THE CONTRARY IN THIS AGREEMENT (INCLUDING THIS PARAGRAPH 10.1.4, BUYER'S RELEASES AND WAIVERS SHALL NOT EXTEND TO (AND SHALL EXPRESSLY EXCLUDE) ANY AND ALL COMPLAINTS, CLAIMS, CHARGES, CLAIMS FOR RELIEF, DEMANDS, SUITS, ACTIONS AND CAUSES OF ACTION, WHETHER IN LAW OR IN EQUITY, WHICH BUYER ASSERTS OR COULD ASSERT AT COMMON LAW OR UNDER ANY STATUTE, RULE, REGULATION, ORDER OR LAW, WHETHER FEDERAL, STATE OR LOCAL, ON ANY GROUND WHATSOEVER, WHETHER OR NOT KNOWN, SUSPECTED, LIQUIDATED, CONTINGENT OR MATURED, WITH RESPECT TO ANY EVENT, MATTER, CLAIM, OCCURRENCE, DAMAGES OR INJURY ARISING FROM (I) SELLER'S OBLIGATIONS UNDER THIS AGREEMENT WHICH EXPRESSLY SURVIVE THE CLOSING, (II) SELLER'S BREACH OF SELLER'S WARRANTIES, OR ITS EXPRESS COVENANTS AND OBLIGATIONS (INCLUDING INDEMNITY OBLIGATIONS) UNDER THIS AGREEMENTS AND THE DOCUMENTS TO BE DELIVERED BY SELLER AT THE CLOSING WHICH EXPRESSLY SURVIVE THE CLOSING, AND/OR (III) THE RIGHT OF BUYER TO IMPEAD OR JOIN SELLER IN ANY PROCEEDING BROUGHT BY A THIRD PARTY AGAINST BUYER WITH RESPECT TO MATTERS ARISING PRIOR TO CLOSING DURING SELLER'S PERIOD OF OWNERSHIP. BUYER ACKNOWLEDGES AND AGREES THAT THE ACKNOWLEDGMENTS, AGREEMENTS, WAIVERS AND RELEASES BY BUYER SET FORTH HEREIN ARE A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT AND TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THAT WITHOUT SUCH ACKNOWLEDGMENTS, AGREEMENTS, WAIVERS AND RELEASES, SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT, TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LEGAL REQUIREMENT.

11. Maintenance of Subject Property; Risk of Loss, Condemnation.

11.1 Maintenance of Subject Property. From the date of this Agreement until the Closing Date (or any earlier termination of this Agreement), Seller agrees to maintain the Subject Property in substantially the same condition existing as of the Effective Date, ordinary wear and tear accepted.

11.2 Risk of Loss; Condemnation. Risk of loss of or damage to the improvements on the Subject Property will be borne by Seller at all times until the Closing Date and no event of casualty or damage shall affect the parties' obligations under the Agreement or the Purchase Price, however, Buyer will have the right to receive any insurance proceeds due Seller in connection with any casualty or damage and Seller covenants to maintain commercially reasonable casualty insurance or a reasonable self-insurance program in place with respect to the Subject Property at all times prior to Closing. Seller shall promptly notify Buyer of any condemnation or eminent domain proceeding which affects

or may affect the Subject Property. In the event of any condemnation or eminent domain proceeding by any entity other than City, or a deed in lieu of or under threat thereof, which affects a material portion of the Subject Property (where "material" means greater than 5% of the value of the Subject Property), Buyer may elect either to terminate this Agreement, or to purchase the Subject Property in the condition existing on the Closing Date without adjustment of the Purchase Price.

12. Default.

12.1 Time of Essence. Time is of the essence for this Agreement.

12.2 Seller's Remedies for Buyer's Default or Failure to Close. If Buyer fails, without legal excuse, to complete the purchase of the Subject Property in accordance with this Agreement after Buyer's waiver or deemed waiver of the Due Diligence Period, Seller may elect to either (a) retain the Deposit as liquidated damages as Seller's sole and exclusive remedy or (b) seek to enforce specific performance of this Agreement in lieu of any monetary relief or any other relief to which Seller may otherwise be entitled under law or equity. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default and failure to close, that actual damages may be difficult to ascertain, and that this provision does not constitute a penalty. In this respect, Buyer and Seller acknowledge that these damages have been specifically negotiated between Buyer and Seller and will compensate Seller for delaying the eventual sale of the Subject Property and to compensate Seller or its costs and expenses associated with this Agreement. Notwithstanding the foregoing, the Deposit is not intended to be a reasonable estimation of the damages Seller will incur if Seller demolishes the improvements on the Subject Property and Buyer fails to close, and Buyer and Seller agree that Seller will be irreparably harmed in such instance such that a legal remedy will be insufficient and Seller should, at its election, be entitled to specifically enforce this contract.

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

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

The Parties' respective addresses for notices are as follows:

<u>TO THE CITY</u>	<u>TO SELLER</u>
City of Auburn – Real Estate Division	CBRE Inc., - Real Estate Services

Attn: Josh Arndt 25 West Main Auburn, WA 98001 253.288.4325 Jarndt@auburnwa.gov With copies to: City of Auburn – Legal Department Attn: Kendra Comeau 25 West Main St Auburn, WA 98001 253.804.3108 KComeau@auburnwa.gov	Attn: Kristine Conterez 315 Martin Luther King Jr. Way PO Box 5259 MS: 820-4-LEG Tacoma, WA 98415-0299 206.618.5930 Krconterez@multicare.org With copies to: MultiCare Health System Attn: General Council 315 Martin Luther King Jr. Way PO Box 5299 MS: 820-4-LEG Tacoma, WA 98415-0299 Legal.Services@multicare.org AND Kurt E. Kruckeberg Hillis Clark Martin & Peterson 999 Third Ave Ste 4600 Seattle, WA 98104 206.470.7640 Kurt.Kruckeberg@hcmp.com
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Notice of change of address shall be given by written notice in the manner detailed in this Section.

14. General.

14.1. Entire Agreement. This is the entire Agreement (including the attached Exhibits) of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may only be modified or amended in writing, signed by Buyer and Seller. Any waivers must be in writing. No waiver of any right or remedy in the event of default will constitute a waiver of such right or remedy in the event of any subsequent default. Venue for disputes under this Agreement is the Superior Court of King County, Washington.

14.2 Choice of Law. This Agreement will be governed by the laws of the State of Washington.

14.3 No Third Party Beneficiaries/Severability. This Agreement is for the benefit only of the Parties and shall inure to the benefit of and bind the heirs, personal

14.8 Exclusivity. During the term of this Agreement, Seller will not market nor list the Subject Property for sale, nor accept any offers from third parties with respect to sale of the Subject Property.

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

14.10 Counterparts. This Agreement and any amendments that may come to exist, may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts collectively constitute a single instrument.

14.11 Approval by Auburn City Council. The Parties acknowledge and agree that this Agreement is subject to the approval and ratification of the Auburn City Council; provided, however, that Buyer may not access the Subject Property to commence its investigations and Buyer shall have no right of entry onto the Subject Property until such approval and ratification has been obtained. Buyer shall obtain such approval prior to the expiration of the Due Diligence Period.

14.12 No Broker. Buyer represents and warrants to Seller that no broker, finder, agent or similar intermediary has acted for or on behalf of the Buyer. Buyer shall indemnify, defend, and hold Seller harmless from any claims arising from the breach of the foregoing representation. Any broker, finder, agent or similar intermediary acting for or on behalf of the Seller shall be paid from Seller's proceeds in accordance with Section 8.2.1 above.

14.13 Assignment. Buyer may not assign this Agreement without Seller's prior written consent.

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

- (i) **Exhibit A – Legal Description of the Subject Property**
- (ii) **Exhibit B – Seller Disclosure, Environmental**
- (iii) **Exhibit C – Form of Deed**

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SIGNATURE PAGE

BUYER

CITY OF AUBURN.

a Washington municipal corporation

Nancy Backus 9.26.22
Nancy Backus, Mayor Date:

SELLER

MULTICARE HEALTH SYSTEM.

a Washington nonprofit corporation

By [Signature]
Name JAMES LEE
Its EMP. CO
Date: 09/28/2022

Approved as to Form:

Kendra Comeau
Kendra Comeau, Auburn City Attorney

EXHIBIT A

Legal Descriptions

PARCEL 1: 192105-9161

The East half of the following described property:

Beginning at a stone monument which is the Southeast corner of Government Lot 5, Section 19, Township 21 North, Range 5 East, Willamette Meridian, in King County, Washington;
Thence North 00°24'46" East along the East line of Government Lot 5 a distance of 15 feet to the North line of the County Road;
Thence Westerly along the Northerly margin of the County Road a distance of 328 feet to the true point of beginning;
Thence North 00°24'46" East a distance of 110 feet;
Thence Westerly on a line parallel to the Northerly margin of the county road a distance of 120 feet;
Thence Southerly to a point on the Northerly margin of the County Road which is 120 feet Westerly from the point of beginning;
Thence Easterly along the Northerly margin of the County Road a distance of 120 feet to the true point of beginning;

Except the South 15 feet thereof conveyed to the City of Auburn by deed recorded under Recording Number 7102040367; and

The North 25 feet of the South 150 feet of the West 60 feet of the East 388 feet of Government Lot 5, Section 19, Township 21 North, Range 5 East, Willamette Meridian, in King County, Washington; and

Beginning at the Southeast corner of Lot 21, Block 4, Ryan Addition to Auburn, according to the plat thereof recorded in Volume 51 of Plats, page 36, in King County, Washington;
Thence South 15 feet to the North line of 12th Street Southeast;
Thence Easterly a distance of 340.5 feet to the true point of beginning;
Thence North a distance of 135 feet;
Thence East a distance of 5 feet;
Thence South to the North line of 12th Street Southeast;
Thence West a distance of 5 feet to the true point of beginning;

Except the South 15 feet thereof conveyed to the City of Auburn by deed recorded Recording Number 7102040367.

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PARCEL 2: 192105-9111

That portion of the Southeast quarter of Government Lot 5, Section 19, Township 21 North, Range 5 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the Southeast corner of Government Lot 5;
Thence North 00°24'46" East along the East line thereof a distance of 15 feet to the Northerly margin of the County Road (12th Street Southeast);
Thence continuing North 00°24'46" East along said East line a distance of 204.84 feet to the Southwesterly margin of State Highway No. 5;
Thence North 43°03'13" West along the Southwesterly margin a distance of 75 feet;
Thence South 89°31'46" West, parallel to the Northerly margin of 12th Street Southeast, a distance of 150 feet to the Northwest corner of the tract of land conveyed to Emma J. Gall by deed recorded under Recording Number 4120274;
Thence South 00°24'46" West along the West line of the Emma J. Gall tract and parallel to the East line of Government Lot 5 a distance of 60.73 feet;
Thence South 89°31'46" West, parallel to the Northerly margin of 12th Street Southeast, a distance of 85.99 feet to the true point of beginning of the tract herein described;
Thence North 89°31'46" East, parallel to the Northerly margin of 12th Street Southeast, a distance of 85.99 feet to the West line of the Emma J. Gall tract;
Thence South 00°24'46" West along the West line thereof a distance of 39.27 feet, more or less, to the Southwest corner thereof;
Thence North 89°31'46" East along the South line of the Emma J. Gall tract a distance of 201.6 feet, more or less, to the East line of Government Lot 5;
Thence Southerly along the East line a distance of 160 feet, more or less, to the Northerly margin of 12th Street Southeast;
Thence South 89°31'46" West along the Northerly margin a distance of 323 feet to the Southeast corner of the tract of land conveyed to Walter H. Benz by deed recorded under Recording Number 5028014, being a distance of 345.5 feet, measured along the Northerly margin of 12th Street Southeast, from the West line of the Southeast quarter of Government Lot 5;
Thence North along the East line of the Walter H. Benz tract a distance of 135 feet to the North line of the South 150 feet of government Lot 5;
Thence North 89°31'46" East along the North line to intersect a line drawn from the true point of beginning South 00°24'46" West, parallel to the East line of Government Lot 5;
Thence North 00°24'46" East, parallel to the East line of Government Lot 5, a distance of 64.51 feet, more or less, to the true point of beginning;

Except the South 15 feet thereof conveyed to the city of auburn by deed recorded under Recording Number 7102040368.

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PARCEL 3: 192105-9140

That portion of the Southeast quarter of Government Lot 5, Section 19, Township 21 North, Range 5 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the Southeast corner of Government Lot 5;
Thence North 00°24'46" East along the East line thereof a distance of 15 feet to the Northerly margin of the County Road (12th Street Southeast);
Thence continuing North 00°24'46" East along the East line a distance of 204.84 feet to the Southwesterly margin of State Highway No. 5, being the true point of beginning;
Thence North 43°03'13" West along the Southwesterly margin a distance of 75 feet;
Thence South 89°31'46" West parallel to the Northerly margin of the County Road (12th Street Southeast) a distance of 150 feet to the Northwest corner of the tract of land conveyed to Emma J. Gall by deed recorded under Recording Number 4120274;
Thence South 00°24'46" West along the West line thereof and parallel to the East line of Government Lot 5 a distance of 100.00 feet to the Southwest corner of the Emma J. Gall tract;
Thence North 89°31'46" East along the South line of the Emma J. Gall tract a distance of 201.60 feet, more or less, to the East line thereof;
Thence Northerly along the East line to the true point of beginning.

PARCEL 4: 192105-9160

The West half of the following described property:

Beginning at a stone monument which is the Southeast corner of Government Lot 5, Section 19, Township 21 North, Range 5 East, Willamette Meridian, in King County, Washington;
Thence North 00°24'46" East along the East line of Government Lot 5 a distance of 15 feet to the North line of the County Road;
Thence Westerly along the Northerly margin of the County Road a distance of 328 feet to the true point of beginning;
Thence North 00°24'46" East a distance of 110 feet;
Thence Westerly on a line parallel to the Northerly margin of the County Road a distance of 120 feet;
Thence Southerly to a point on the Northerly margin of the County Road which is 120 feet Westerly from the point of beginning;
Thence Easterly along the Northerly margin of the County Road a distance of 120 feet to the true point of beginning;

Except the South 15 feet thereof conveyed to the City of Auburn by deed recorded under Recording Number 7106100542; and

The North 25 feet of the South 150 feet of the West 60 feet of the East 448 feet of Government Lot 5 in Section 19, Township 21 North, Range 5 East, Willamette Meridian, in King County, Washington.

PARCEL 5: (192105 9088)

All that portion of Government Lot 6, in the Northwest quarter of the Northeast quarter of Section 19, Township 21 North, Range 5 East, Willamette Meridian, in King County, Washington, lying Southwesterly of State Road No. 5, known as the Auburn-Enumclaw Highway,

Except those portions conveyed to the City of Auburn under Recording Nos. 7105060416 and 8207090552.

EXHIBIT "B"
Seller Disclosure – Environmental

ENVIRONMENTAL DISCLOSURE		Yes	No	Don't Know	N/A
A	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?		X		
B	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?		X		
C	Are there any shorelines, wetlands, floodplains, or critical areas on the property?		X		
D	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	X			
E	Is there any soil or groundwater contamination?			X	
F	Has the property been used as a legal or illegal dumping site?		X		
G	Has the property been used as an illegal drug manufacturing site?		X		
If you answered yes to any of the following please give further details here. See Limited Regulated Materials Survey – Flooring Replacement report dated July 19, 2018, prepared by BSI and letter regarding MHS Auburn 12th Street Clinic Additional Sampling (BSI Project No. 599845) dated August 3, 2018, prepared by BSI					

EXHIBIT "C"
Form of Deed

When recorded, mail to:

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:
City of Auburn – Real Estate Division
Attn: Josh Arndt
25 West Main
Auburn, WA 98001
253.288.4325
Jarndt@auburnwa.gov

(Space Above For Recorder's Use)

BARGAIN AND SALE DEED

Grantor:	<u>MULTICARE HEALTH SYSTEM</u>
Grantee:	<u>CITY OF AUBURN</u>
Legal Description (abbreviated):	<u>[To Be Inserted]</u>
☒ Additional on :	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>192105-9161, 192105-9111, 192105-9140, 192105-9160, 192105-9088</u>
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>

The grantor MULTICARE HEALTH SYSTEM, a Washington nonprofit corporation ("Grantor"), with its address of 315 Martin Luther King Jr. Way, PO Box 5259, MS: 820-4-LEG, Tacoma, WA 98415-0299, in hand paid, bargains, sells, and conveys to the CITY OF AUBURN, a Washington municipal corporation ("Grantee"), with its address of 25 West Main, Auburn, WA 98001 the real estate described on the attached Exhibit A situated in the county of King, State of Washington, SUBJECT, HOWEVER, TO:

1. Real estate taxes not yet due and payable;
2. General and special assessments payable after the date hereof;
3. Liens, claims, easements, covenants, restrictions, encumbrances, and other matters of record;
4. Zoning and other laws, ordinances, and regulations;

5. Public utility, drainage, and highway easements, whether or not of record;
6. Rights of parties in possession;
7. Encroachments and other matters which would be disclosed by an accurate survey or an inspection of the above premises.

Grantor hereby covenants with Grantee, its heirs, successors, and assigns, to forever WARRANT AND DEFEND the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this
_____ day of _____, 2022.

MULTICARE HEALTH SYSTEM,
a Washington nonprofit corporation

By: _____
Name: _____
Its: _____

Reviewed and Approved by:

Nancy Backus, City of Auburn Mayor

STATE OF WASHINGTON

COUNTY OF _____

}

ss.

This record was acknowledged before me on _____ by _____ as
_____ of MULTICARE HEALTH SYSTEM, a Washington
nonprofit corporation.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

Exhibit "A" to Bargain and Sale Deed
Legal Description

[To Be Inserted]



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5686 (Hinman)

Department:

Administration

Attachments:

[Resolution No. 5686](#)

[2023 Draft Legislative Priorities](#)

Date:

September 28, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Resolution No. 5686.

Background for Motion:

Each year prior to the Washington State Legislature's annual session the City of Auburn will create a list of legislative priorities on various topics that are important to the residents, city council, mayor and staff related to the course of operation of the City's government. This list includes those top priorities but does not include all things that the City of Auburn may work on during the 2023 session.

Background Summary:

Each year, the Mayor, City Council and staff collectively prioritize topics to advocate for during the Washington State legislative session for the benefit of Auburn and its residents.

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

Hinman

Meeting Date: October 3, 2022

Item Number:

RES.D

RESOLUTION NO. 5686

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, ADOPTING THE 2023 STATE
LEGISLATIVE AGENDA

WHEREAS, the actions of the Washington State Legislature in respect to local government issues, services, and funding have a profound effect on the City's ability to provide local services to its residents; and

WHEREAS, the Auburn City Council believes that it is appropriate to communicate its position regarding issues affecting the City and local government that may come before the State Legislature during the 2023 legislative session.

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

Section 1. The City Council adopts its 2023 Legislative Agenda as set forth in Exhibit A.

Section 2. The Mayor shall cause a copy of this Resolution be delivered to the City's State Legislative District representatives and to other regional government entities.

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

EXHIBIT A

PUBLIC SAFETY

ISSUE: The City of Auburn supports the continued reforms to policing and community caretaking in our State and wishes to continue working in concert with legislators, police officers, our communities and others to continue this effort.

- **REQUEST:** Work with cities to make technical fixes those bills in which language is vague, conflicting or confusing.
- **REQUEST:** Support changing language in regards to police pursuits from probable cause to reasonable suspicion as it relates to "...crimes against persons offenses pursuant to RCW 9.94A.411, or another criminal offense where the public safety risks of failing to apprehend or identify the person are considered to be greater than the safety risks of the vehicular pursuit under the circumstances" as outlined in SB 5919 in the 2022 session. The City of Auburn supports balancing the level of the offense and the authority to pursue.

ISSUE: Police agencies are currently in a staffing crisis. As we recover from the pandemic and also seek to fill vacated positions we will need tools to ensure our departments are fully staffed and able to effectively respond to local public safety needs.

- **REQUEST:** Additional funding for the Basic Law Enforcement Academy (BLEA) would drastically shorten the amount of time prospective police officers are on municipal payrolls without being able to get into training.
- **REQUEST:** Additional funding for officer wellness and DEI staffing within police agencies.

ISSUE: Impacts to towing companies from the Seattle v. Long decision force cities to expend more sums for towing services.

- **REQUEST:** Additional dedicated funding to cities for towing services, or an increase in funding to the State reimbursement account under RCW 46.53.010

ISSUE: Ongoing crime/public safety issues related to illegal drug use.

- **REQUEST:** Restoration of criminal penalties for possession and use of illegal drug paraphernalia
- **REQUEST:** Restore drug free school zones and expand to community parks

ISSUE: RCW 10.112.010 requires a subpoena for records in a criminal investigation of an offense involving the sexual exploitation of children. This process is slow and can lead to further exploitation of children or allow the perpetrator to avoid arrest.

- **REQUEST:** Change the requirement to a search warrant to allow officers to quickly identify evidence to interrupt the cybercrimes against children.

EXHIBIT A

REGULATORY & LAND USE

ISSUE: As communities grow there are no impact fees to benefit police.

- **REQUEST:** Enact legislation that would allow cities to collect a police impact fee since added population and businesses have the same resource demands and challenges as fire, transportation, parks and schools.

ISSUE: Affordable housing needs are deeper than 60% AMI – more like 50% or 40%. Washington State Housing Finance Commission programs are providing great support for projects that hit the 60% AMI mark.

- **REQUEST:** Create incentives to hit the deeper marks since that is where the greatest need exists.
- **REQUEST:** Future legislation related to affordable housing, missing middle housing or other land use laws must provide safe harbor for those cities that are creating or in the process of creating their Housing Action Plan (HAP) in line with previous legislative actions that included grant funding provided by the State Legislature.

ISSUE: Rehabilitate Existing Affordable housing. There are very few programs that help maintain older homes and multifamily complexes which results in one of two outcomes (1) older properties are maintained appropriately but the investment is reflected in increasing rental costs, or (2) older properties are not maintained which helps keep rental costs down but at the sake of declining health and safety.

- **REQUEST:** Create dedicated funds to put towards the rehabilitation of single or multifamily units because it is far less expensive and environmentally sustainable to preserve existing housing stock instead of building new units and will ensure housing stock is readily available in the market.

ISSUE: The large number of regulatory processes are a hindrance to bringing affordable housing projects to fruition including SEPA, GMA, NPDES. State Environmental Policy Act (SEPA) is an outdated and overly burdensome process that adds time and money. Growth Management Act (GMA) and affordable housing objectives are at direct odds because the GMA limits supply which increases costs. National Pollutant Discharge Elimination System (NPDES) adds significant cost to development which is passed on to future owners or tenants.

- **REQUEST:** Allow procedural relief for any mandates that the State Legislature imparts upon cities. Work with cities to make it easier for us to update our local laws if or when it is in response to a State mandate rather than having to go through all of the obligations related to the planning commission, SEPA, public notice, etc.

PUBLIC WORKS, TRANSPORTATION, INFRASTRUCTURE

ISSUE: It is critical to protect all of the State funds that support local transportation projects. The cities cannot do this on their own given the amount of growth and commerce in the region. This includes maintained or increased funding for Transportation Improvement Board (TIB) and Freight Mobility Strategic Investment Board (FMSIB) along with state grant programs managed by the WSDOT for local agency projects.

EXHIBIT A

- **REQUEST:** Create a Street Maintenance Utility for the preservation of roadways. This is paramount need for all cities and could be an important tool for cities to meet this growing unfunded need.
- **REQUEST:** Make changes to appropriate RCWs to allow Municipalities to charge properties for street lighting. Current RCW 54.16.120 allows Utility Districts to charge properties for providing street lighting but the law does not allow Municipalities to do this. Current revenues for general fund uses cannot meet the needs and charging for street lighting would be an appropriate way to address a specific service being provided to residents and businesses within a jurisdiction.
- **REQUEST:** Retain or increase the Public Works Trust Fund amount. The legislature continues to raid this fund to fix structural budget issues and it must stop. The PWTF is key to providing funding for local agency projects.
- **REQUEST:** Retain and increase the Drinking Water State Revolving Fund. This fund is key for local water purveyors to cost effectively fund needed infrastructure projects.
- **REQUEST:** Support allocating 1% of the existing aviation fuel tax to WSDOT's Aviation account to fund airport projects. Current levels of funding cannot meet the growing need to maintain and improve this important infrastructure that provides a significant benefit to commerce and the State's economy.

PARKS AND OPEN SPACES

ISSUE: Help cities protect and maintain parks and open spaces

- **REQUEST:** Maintain funding for the Washington Recreation & Conservation Office and Land/Water Conservation Fund so residents have increased access to existing and new public spaces
- **REQUEST:** Support Washington State Historical Society's (WSHS) capital budget request and the Heritage Capital Projects in the 2023-2025 funding biennium which includes the transformation of Auburn's Historic Post office building into an Arts & Culture Center
- **REQUEST:** Support Recreation and Conservation Office (RCO) request for municipal parks deferred maintenance grant funding program in the 2023-25 Operating Budget

SOCIAL SERVICES

ISSUE: Cities throughout the State do not have the local resources available to adequately address homelessness, substance abuse disorders and untreated mental illness.

- **REQUEST:** Support greater funding for behavioral health programs and incentivize workers to pursue careers in behavioral health
- **REQUEST:** Support and fund programs that will alleviate the need for police response to quality of life issues such as mental distress or illness, substance abuse and persons experiencing homelessness
- **REQUEST:** Make any necessary changes to State laws that prohibit cities from hiring Mental Health Professionals or Designated Crisis Responders.

DRAFT 2023 WASHINGTON STATE LEGISLATIVE PRIORITIES

2023 Legislative Session (105 days)

- January 9 - April 23, 2023

2022 Bills and Actions of Significance to Auburn

- SB 5663** - Establishing streamlined procedures for compliance with the State v. Blake decision – did not pass
- SB 5919** – Law enforcement detention & pursuit – did not pass
- HB 1725** - Concerning the creation of an endangered missing person advisory designation for missing indigenous persons – Passed, signed into law
- HB 1620** - Addressing the response to extreme weather events – did not pass
- E2SSB 5155** - An act relating to prejudgment interest – did not pass
- SSB 5555** - Concerning public safety telecommunicators – passed, signed into law
- HB 1719** - Concerning use and acquisition of military equipment by law enforcement agencies – passed, signed into law
- HB 1735** - Modifying the standard for use of force by peace officers - passed, signed into law
- HB 2037** - Modifying the standard for use of force by peace officers – signed by Governor
- HB 1620** - Addressing the response to extreme weather events – did not pass
- ESHB 1660** - Accessory dwelling units – did not pass
- HB 1782** - Creating additional middle housing near transit and in areas traditionally dedicated to single-family detached housing – did not pass
- SB 5818** – Housing/SEPA & GMA – passed, signed into law
- HB 1918** - Reducing emissions from outdoor power equipment – did not pass
- LOCAL COMMUNITY PROJECT GRANT:** City of Auburn received \$1.5 million to support the Auburn Community Resource Center

30th



Sen. Claire Wilson (D)



Rep. Jamila Taylor (D)



Rep. Jesse Johnson (D)

31st



Sen. Phil Fortunado (R)



Rep. Drew Stokesbary (R)



Rep. Eric Robertson (R)

47th



Sen. Mona Das (D)



Rep. Debra Entenman (D)



Rep. Pat Sullivan (D)



**2022
AUBURN
REPRESENTATIVES**

 Up for election in 2022
 Not seeking re-election

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