

**City Council Study Session
September 14, 2015 - 5:30 PM
Auburn City Hall
AGENDA**

[Watch the meeting LIVE!](#)

[Watch the meeting video](#)

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

I. CALL TO ORDER

A. Roll Call

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

- A. Main Street Urban Design Project - Initial Design Concepts Presentation (30 Minute Presentation/10 Minute Q&A)* (Snyder)**
- B. System Development Charges (SDCs) - Annual Review(10 Minute Presentation/5 Minute Q&A)* (Snyder)**
- C. Transit Service Partnership Renewal (Route 910) (5 Minute Presentation/5 Minute Q&A)* (Snyder)**
- D. Right of Way Standards (20 Minute Presentation/30 Minute Q&A)* (Snyder)**
- E. Right of Way Vacation Policy (10 Minute Presentation/15 Minute Q&A)* (Snyder)**

IV. OTHER DISCUSSION ITEMS

V. ADJOURNMENT

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

**Denotes attachments included in the agenda packet.*



AGENDA BILL APPROVAL FORM

Agenda Subject:

Main Street Urban Design Project - Initial Design Concepts
Presentation (30 Minute Presentation/10 Minute Q&A)

Date:

September 9, 2015

Department:

Community Development &
Public Works

Attachments:

[Main Street Urban Design Project SVR
Presentation](#)

Budget Impact:

\$0

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

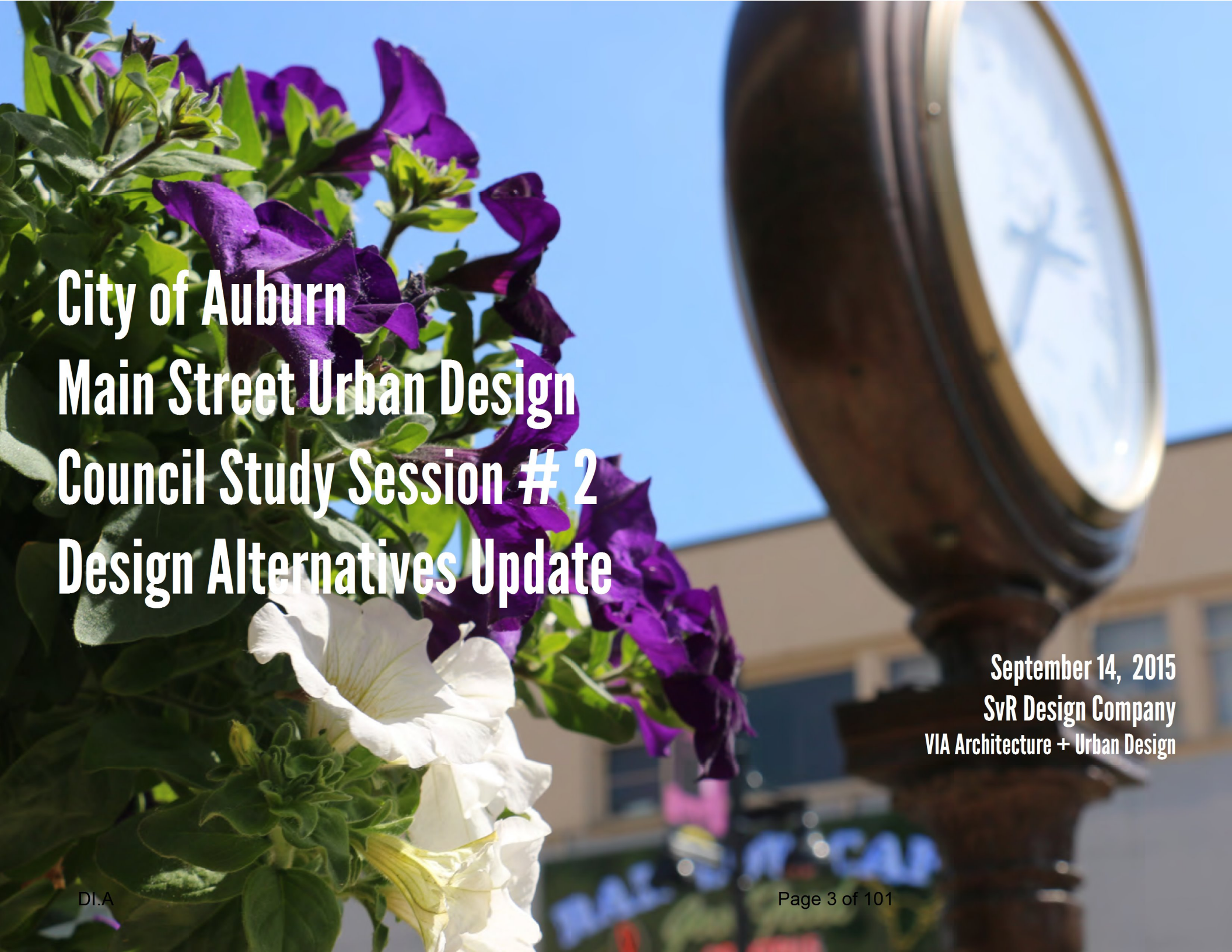
Other: Community Development

Councilmember:**Staff:**

Snyder

Meeting Date: September 14, 2015

Item Number: DI.A

A close-up photograph of purple and white petunias in the foreground, with a blurred background showing a street lamp and a building. The text is overlaid on the left side of the image.

City of Auburn Main Street Urban Design Council Study Session # 2 Design Alternatives Update

**September 14, 2015
SvR Design Company
VIA Architecture + Urban Design**

Process

1. Research

2. Test alternatives

3. Craft preferred vision



The goals of the Main Street Urban Design Study are to foster:

- **vitality** by continuing Auburn's investment in creating an amazing downtown;
- **empowerment** by providing ways for everyone to make improvements that will improve downtown;
- **coherency** - by developing a cohesive vision for Main Street ;
- **legitimacy** by providing realistic costs and implementation pathways;
- **flexibility** - by accommodating multiple programming opportunities along the corridor;
- **resilience** by embedding sustainability strategies as part of Main Street's identity and character, and
- **support and excitement** for the plan amongst all members of the Auburn community.

one question



How can Main Street help downtown thrive?

SUCCESS



BACK TO THE FUTURE





LIVE



WORK



PLAY



LEARN



Sally...



George...



The Kims...

...who lives in Black Diamond and uses the Sounder train to commute to Tacoma.

...who recently retired and is looking for a community where he can age in place comfortably.

...who live in Lakeland Hills, and who are looking for a place nearby to meet friends that would also be fun for their kids.

DOWNTOWN'S ASSETS

- ☒ easy connections to regional jobs centers
- ☒ by auto
- ☒ by bike
- ☒ by transit
- ☒ great schools
- ☒ grocery store
- ☒ coffee shop
- ☒ employment
- ☒ medical care
- ☒ performing arts
- ☒ farmers market
- ☒ historic pride
- ☒ sense of community

Downtown's Questions

- ☐ Do people live here?
- ☐ Where does the community come together?
- ☐ Are my kids safe here? Is there a place for them to play?
- ☐ Where would I feel comfortable grabbing a glass of wine?
- ☐ Are my pets welcome downtown?
- ☐ Is Downtown safe?
- ☐ Does Downtown feel cool?



TESTING







What would you want to come linger here? Or visit with your family?

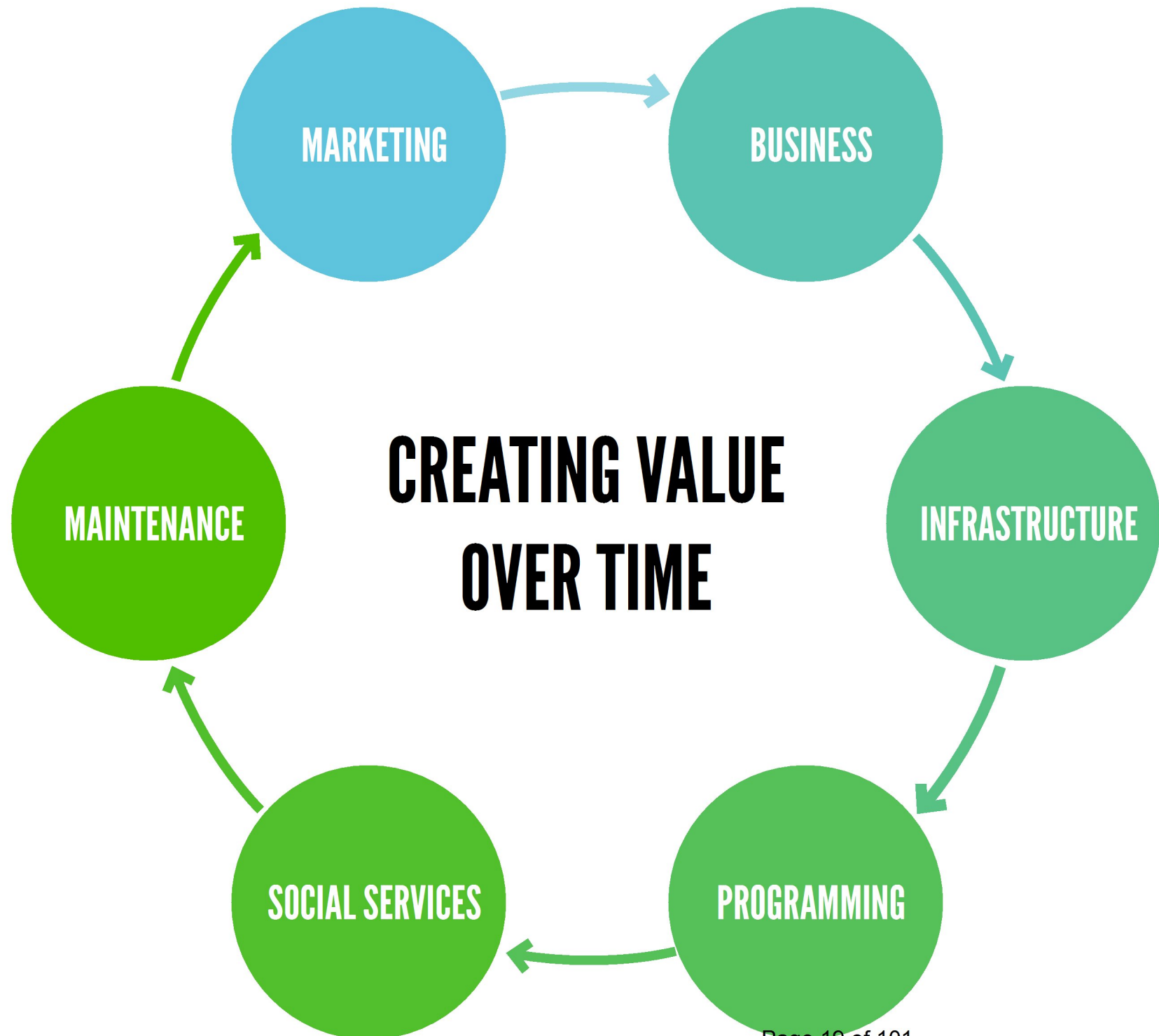
More restaurants & shops to "Dink" around

Do something about homeless drug addicts
Lurking around

Help for the Homeless
Tent City

HUMAN SERVICES

Make Life Safer - Give Homeless A Place To Go

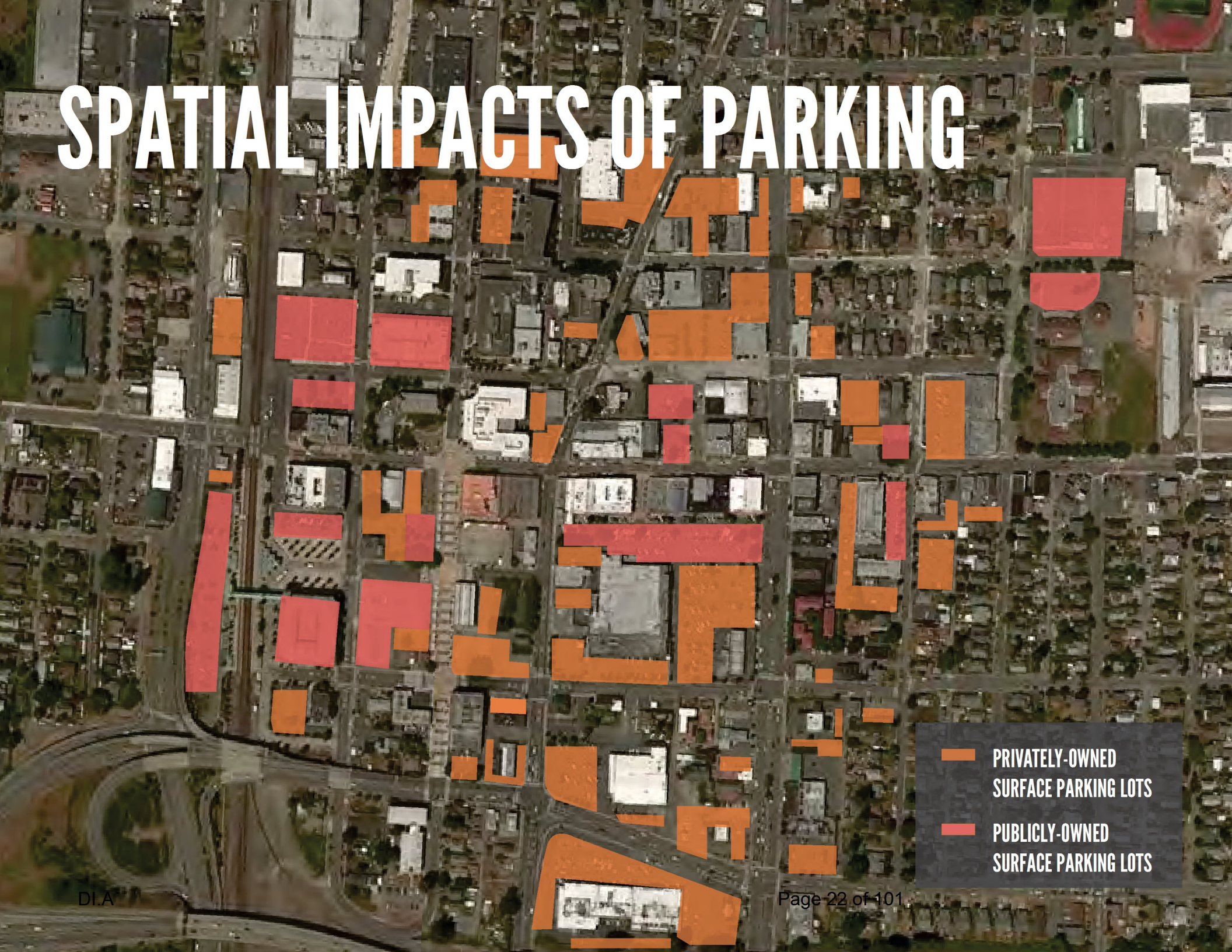


DESIGN ALTERNATIVES

Main Street To-Dos

- ☐ Unify: One Main Street, One Downtown
- ☐ Edit and Focus: to build value efficiently
- ☐ Build a “timeless” public realm yet allow for adaptability
- ☐ Invest in memorable places and programming
- ☐ Enclose: Main Street should feel like a space
- ☐ Excite : Delight means success
- ☐ Help people discover Downtown
- ☐ Reconnect downtown with nature

SPATIAL IMPACTS OF PARKING

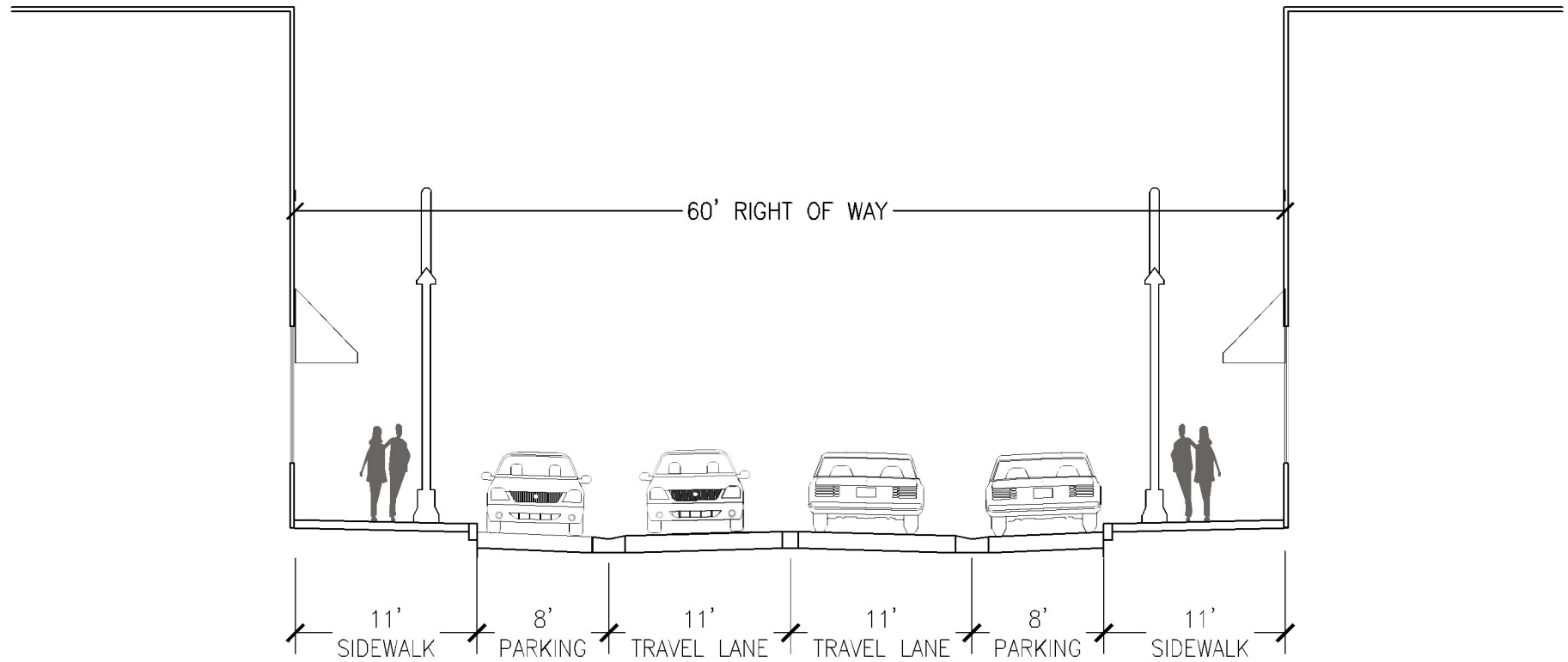


- PRIVATELY-OWNED
SURFACE PARKING LOTS
- PUBLICLY-OWNED
SURFACE PARKING LOTS



ADAPTIVE MANAGEMENT





EXISTING SECTION

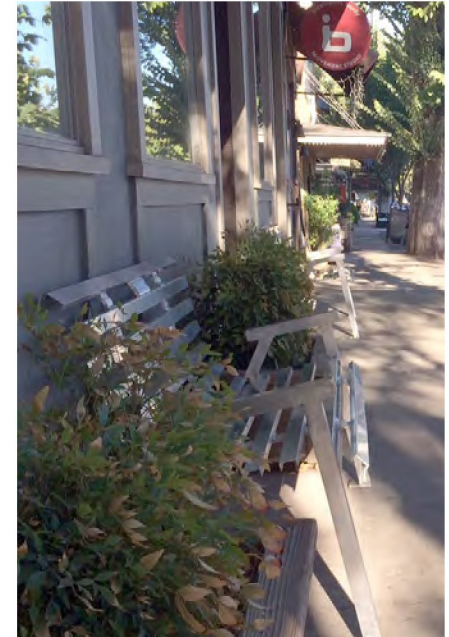
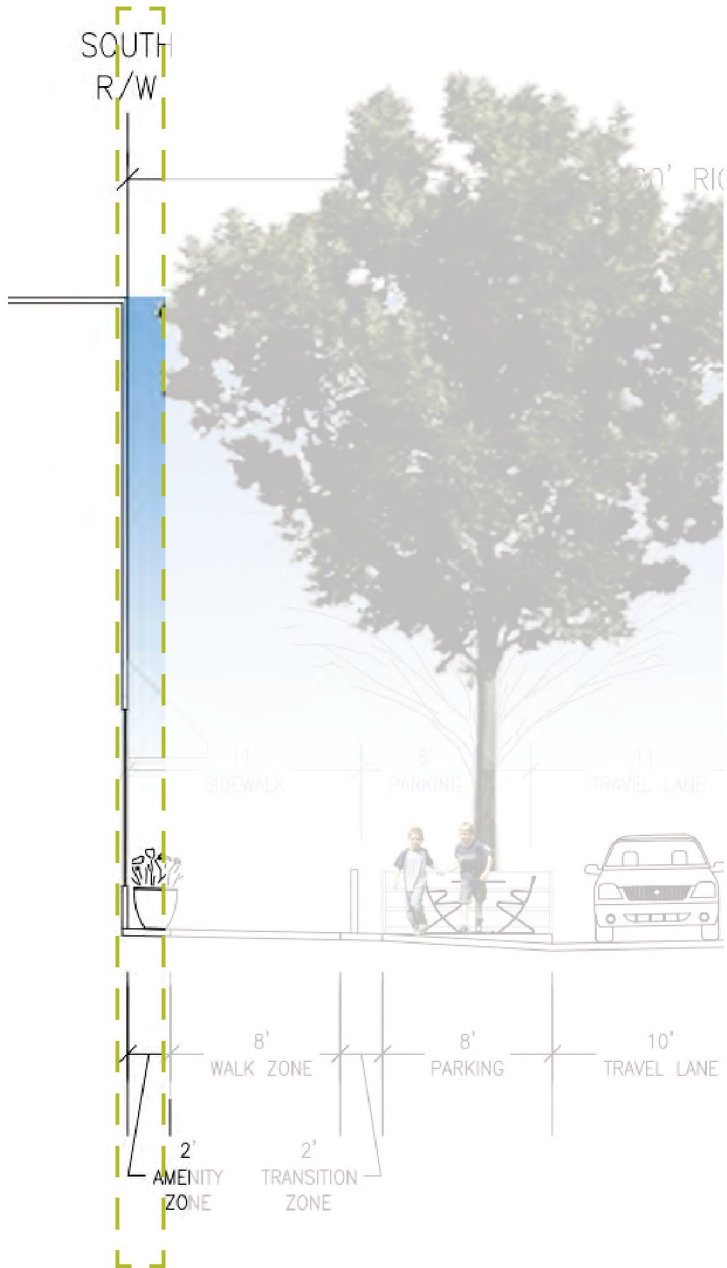
DI.A



Ride



OPTION 1: RAIL ROOMS



BUILDING AMENITY ZONE

DI.A



WALKABLE ZONE

DI.A





“RAIL” THRESHOLD

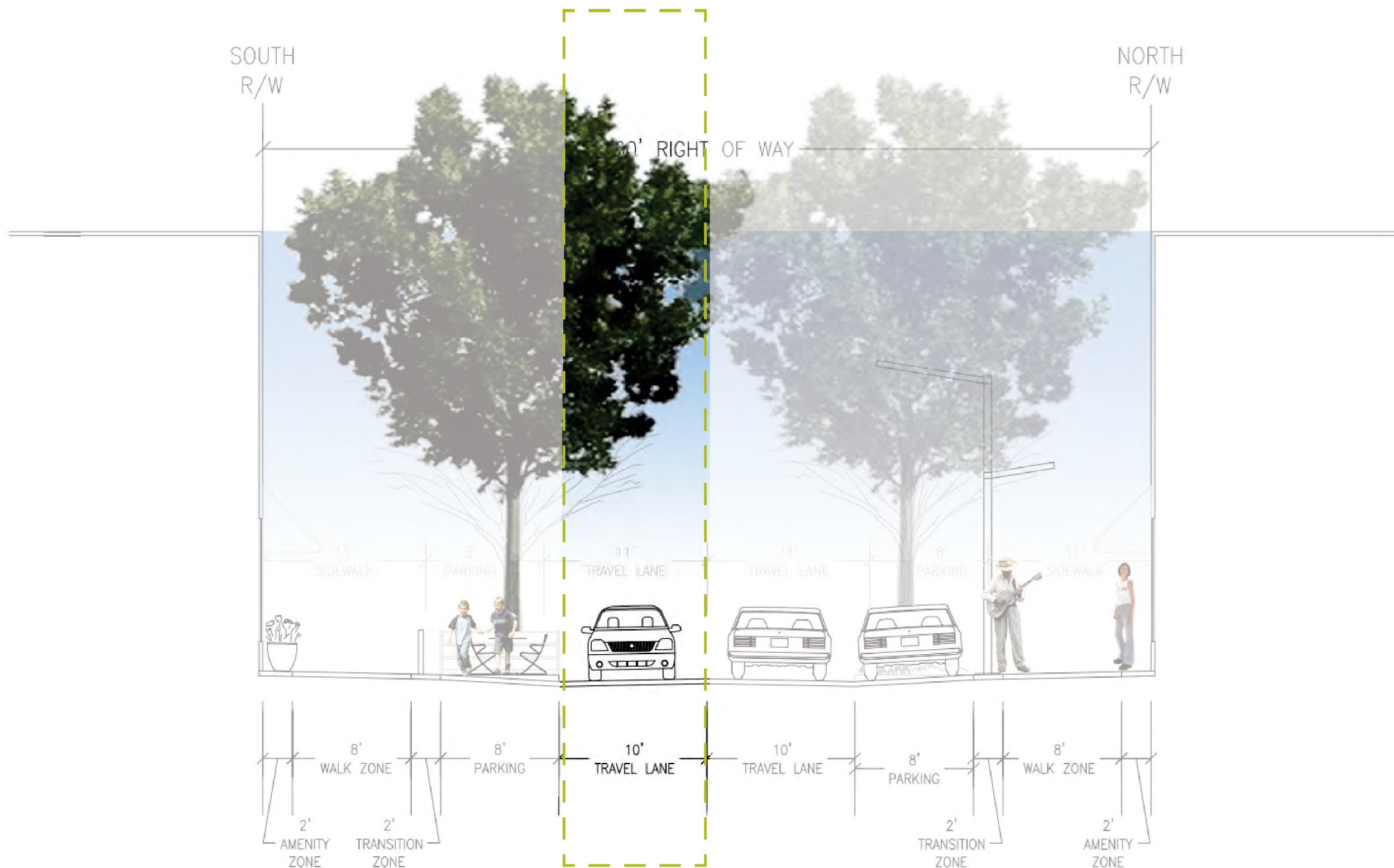
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LANDSCAPE/PARKING/FLEX ZONE

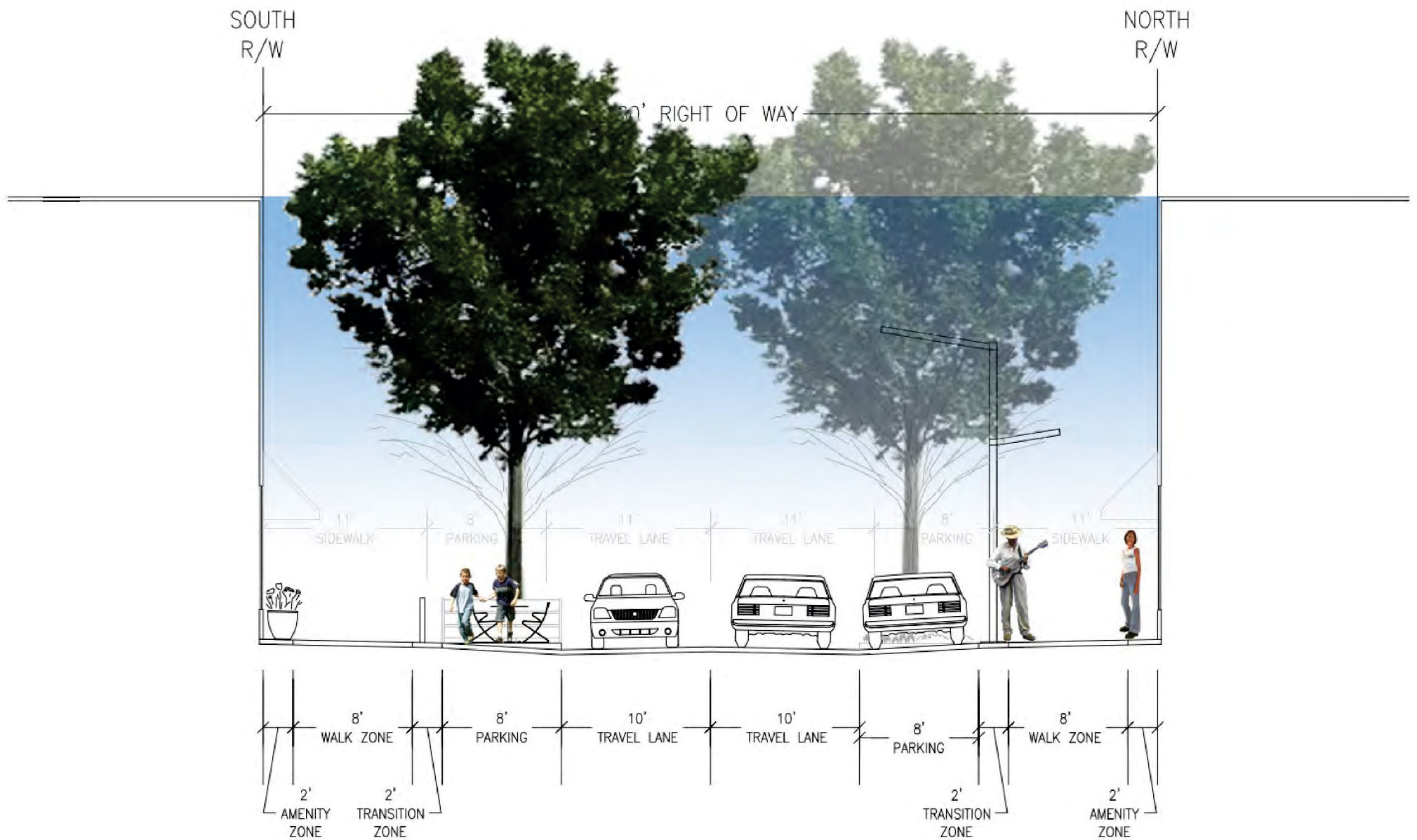
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DRIVE AISLE

DI.A



SECTION

D1.A

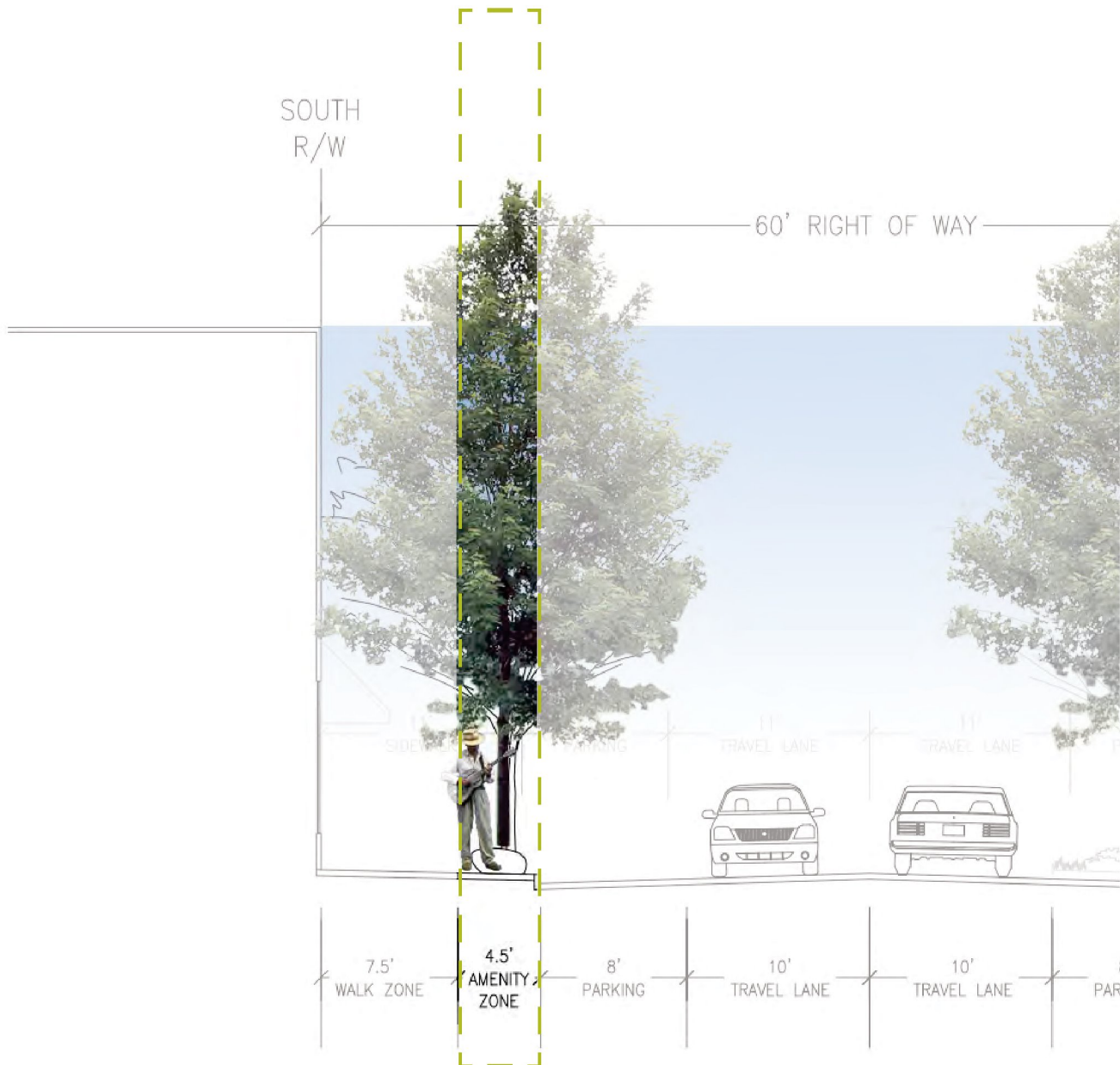


OPTION 2: NATURAL PROGRESSION



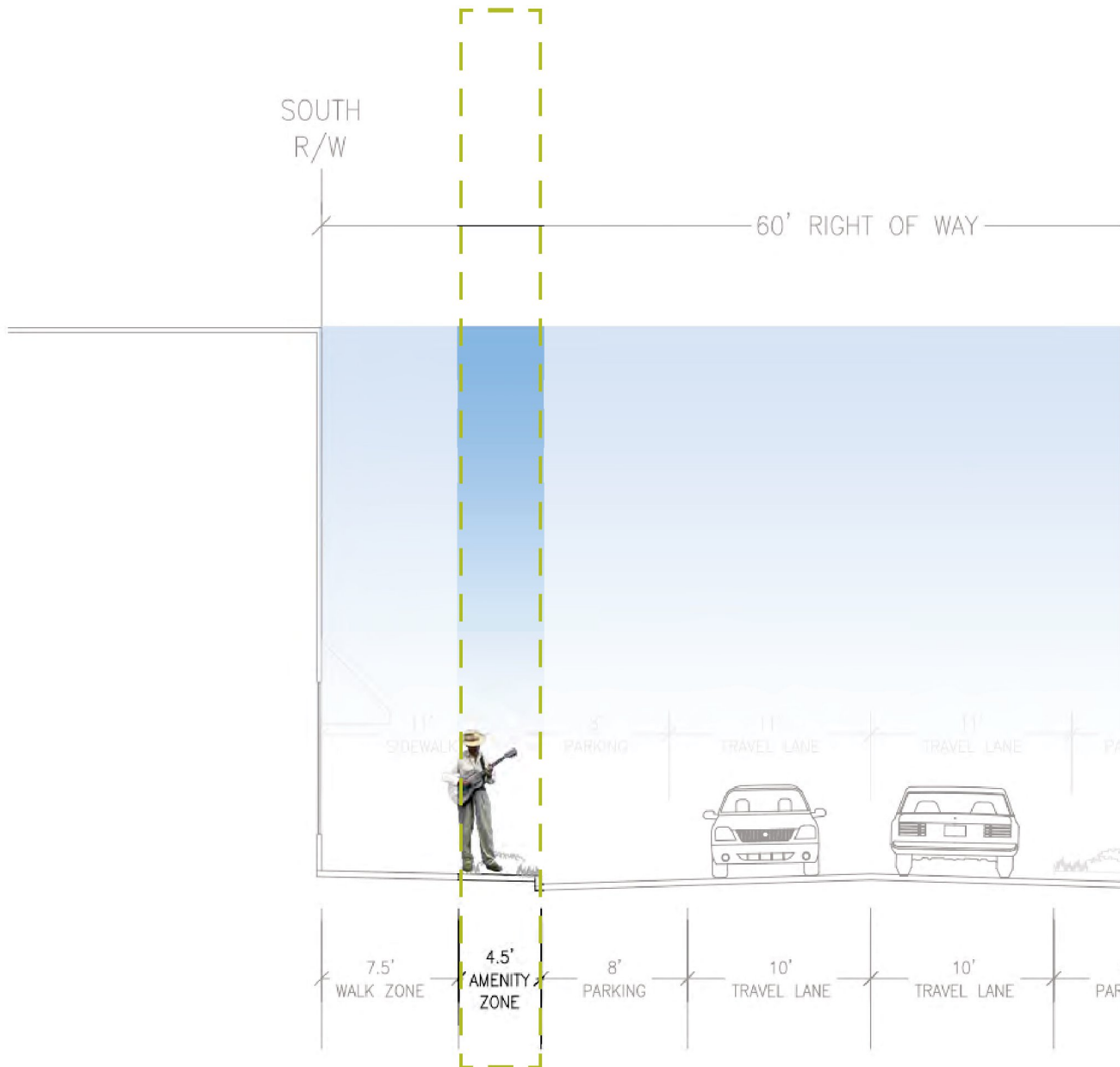
WALKABLE ZONE

DI.A



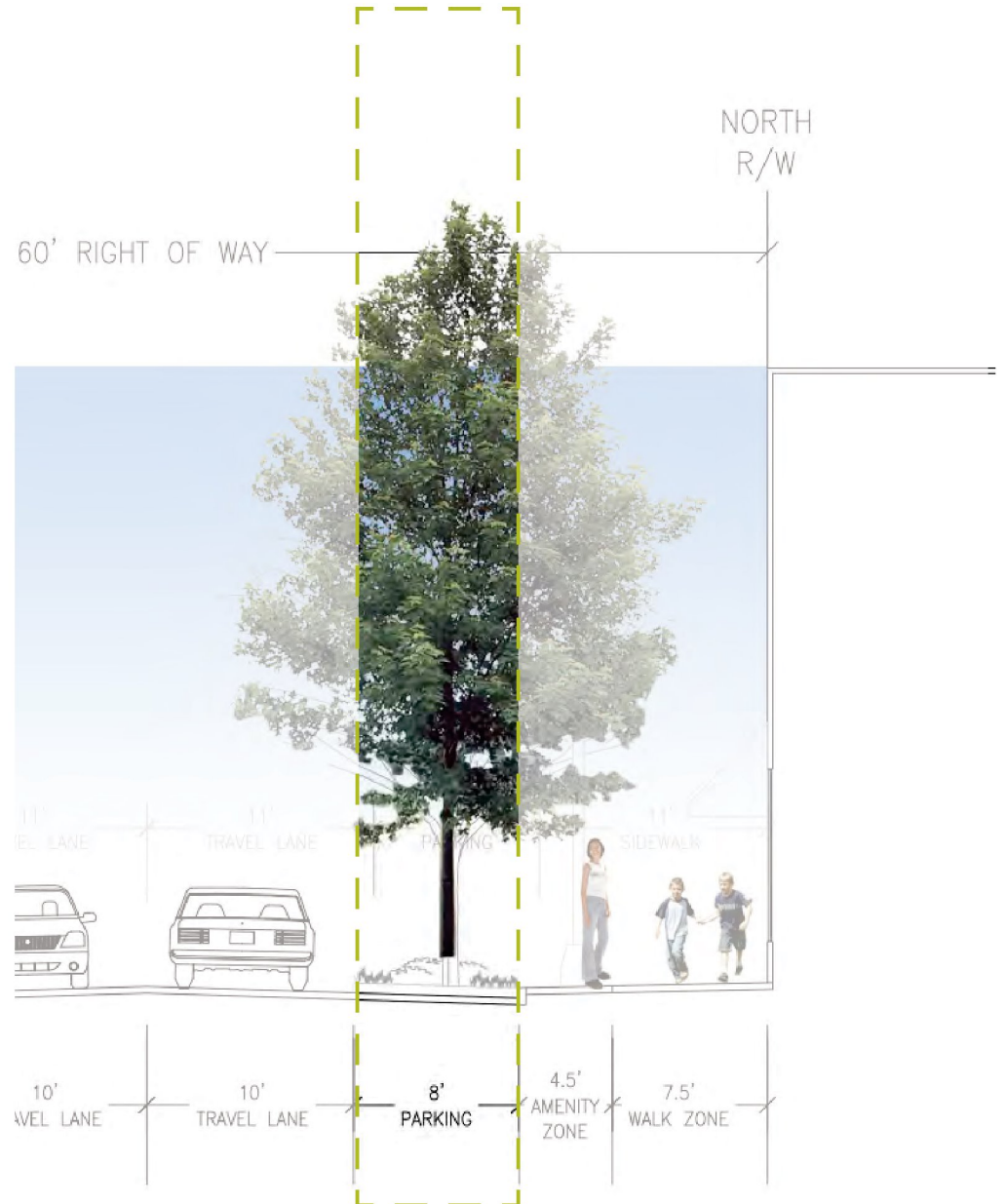
AMENITY/LANDSCAPE ZONE

DI.A

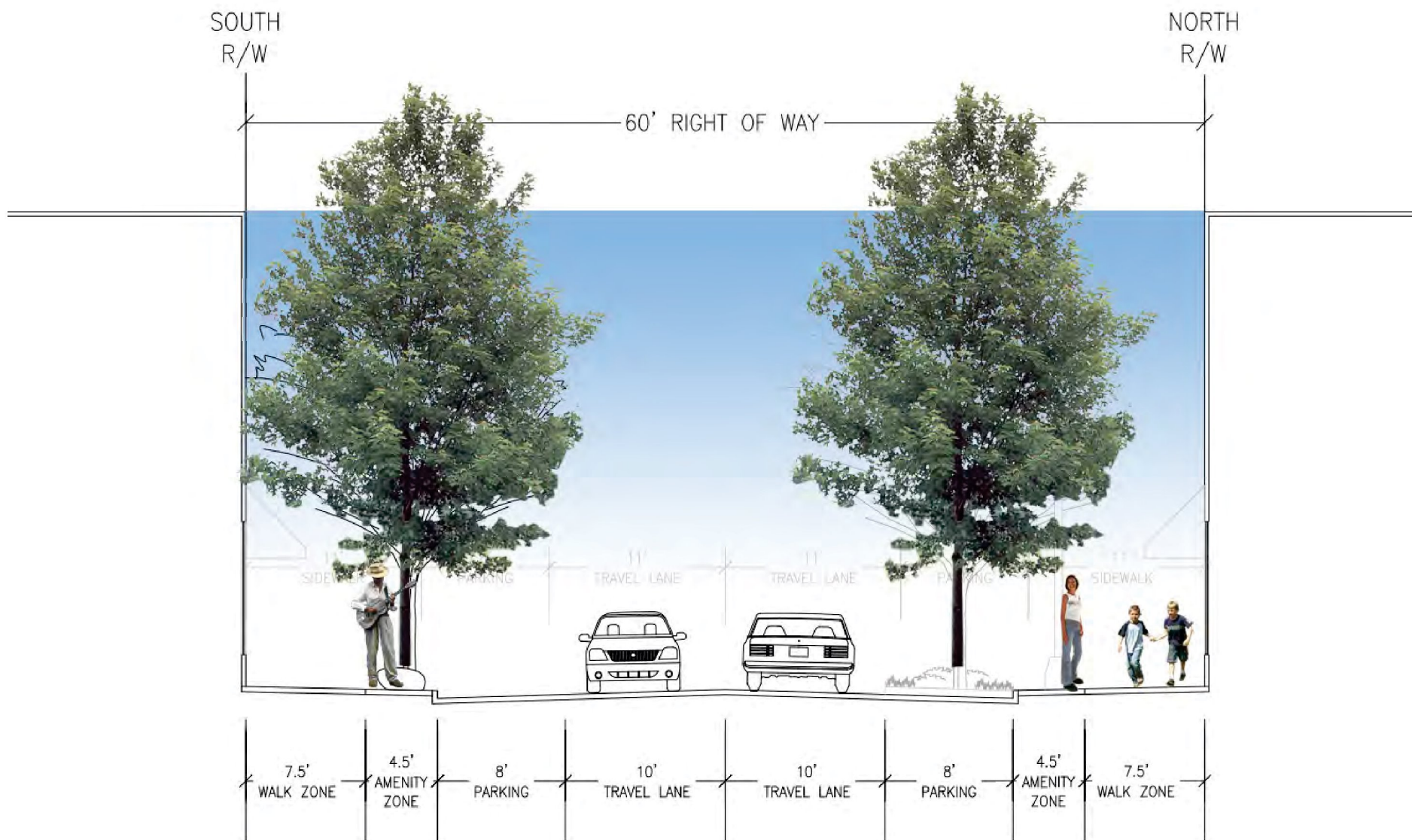


AMENITY/LANDSCAPE ZONE

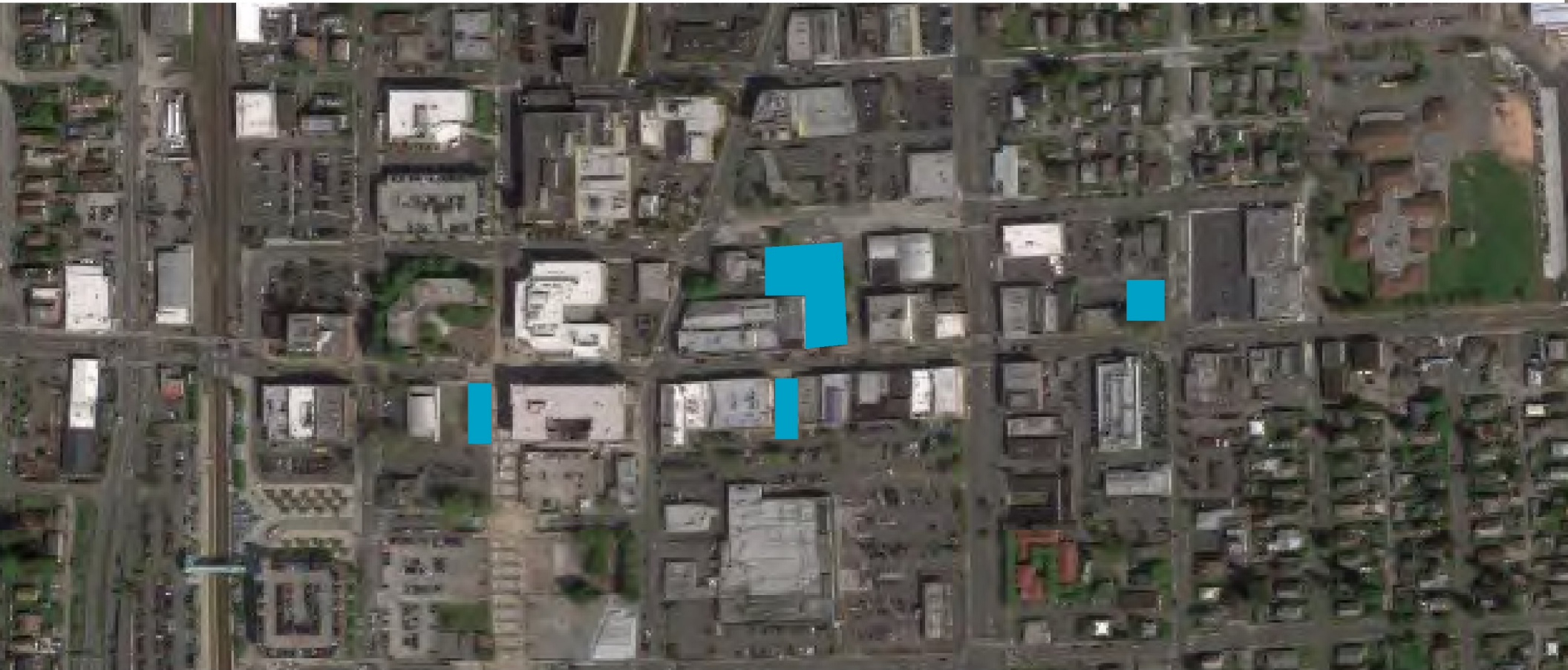
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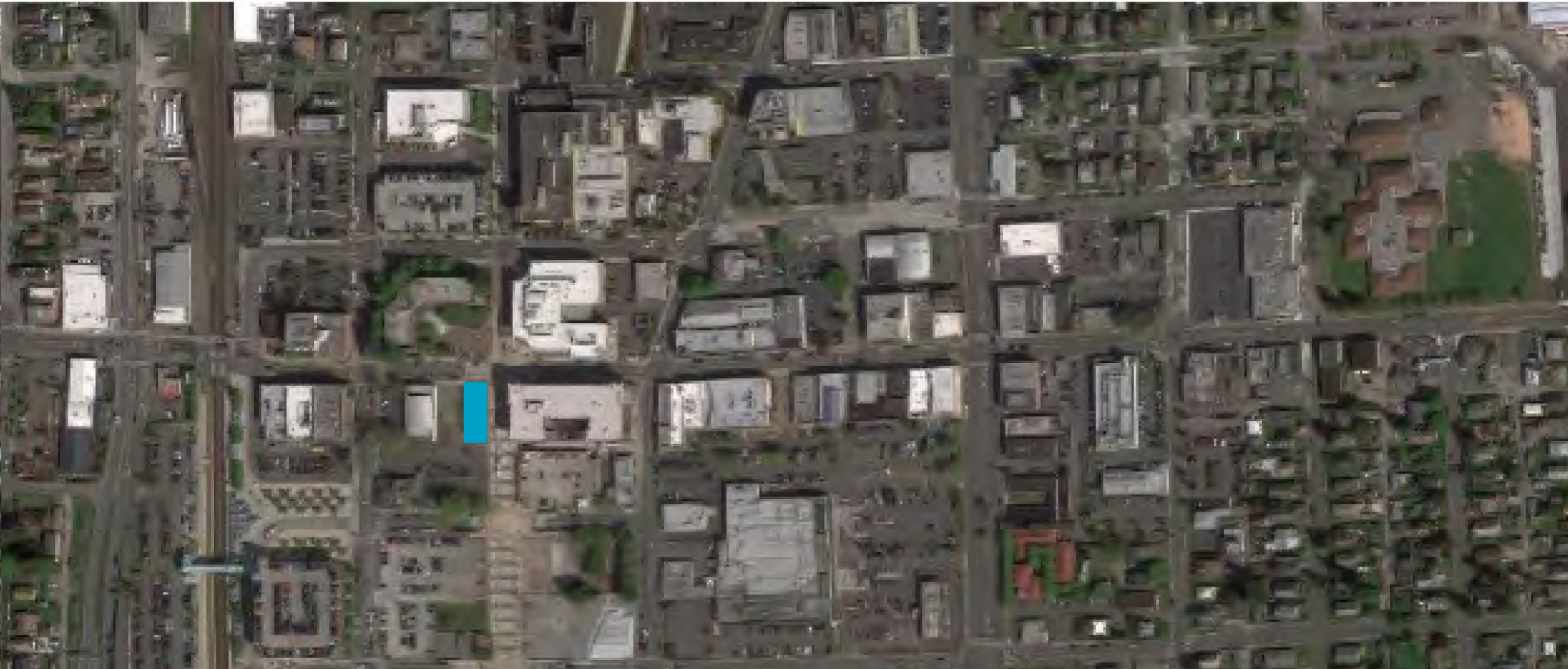
STORMWATER, ART AND SEATING BULB-OUTS



ACTIVITY CENTERS



PLAZA PARK: LIGHT INTERVENTIONS



CORNHOLE

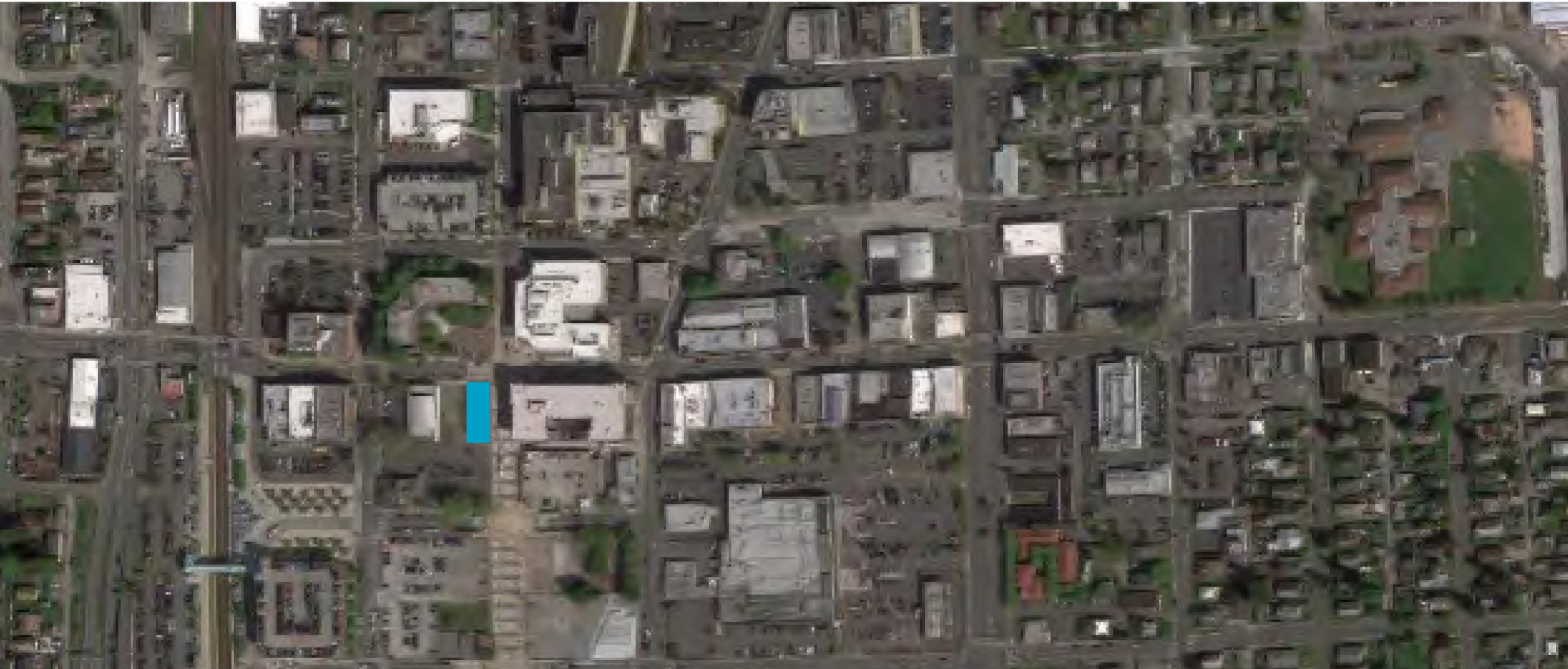


PLAY STRUCTURE



PING PONG

PLAZA PARK: PROGRAMMING



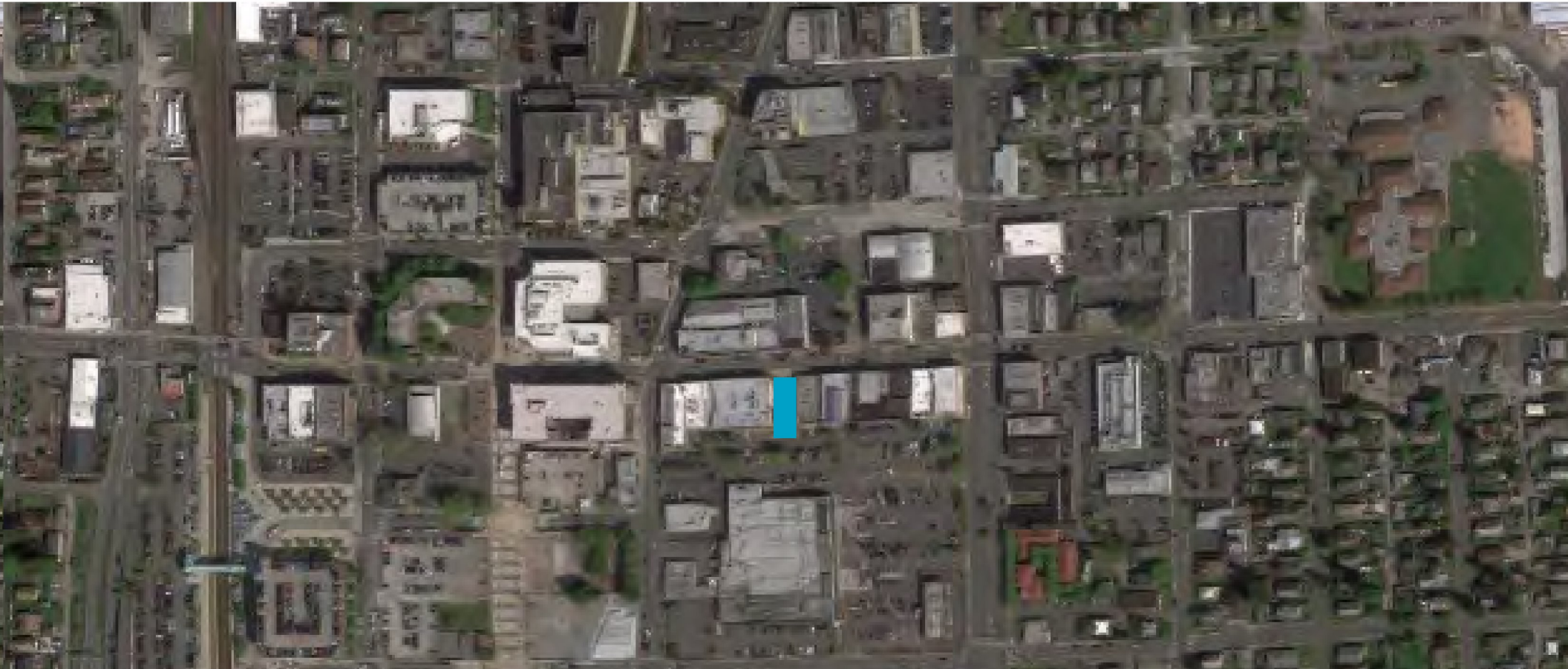
OUTDOOR MOVIE

FARMER'S MARKET

COMMUNITY CONCERTS

COMMUNITY DINNERS

B STREET PLAZA AS PLACE



D.I.A
INTERACTIVE SCULPTURE



COVERED PLAY

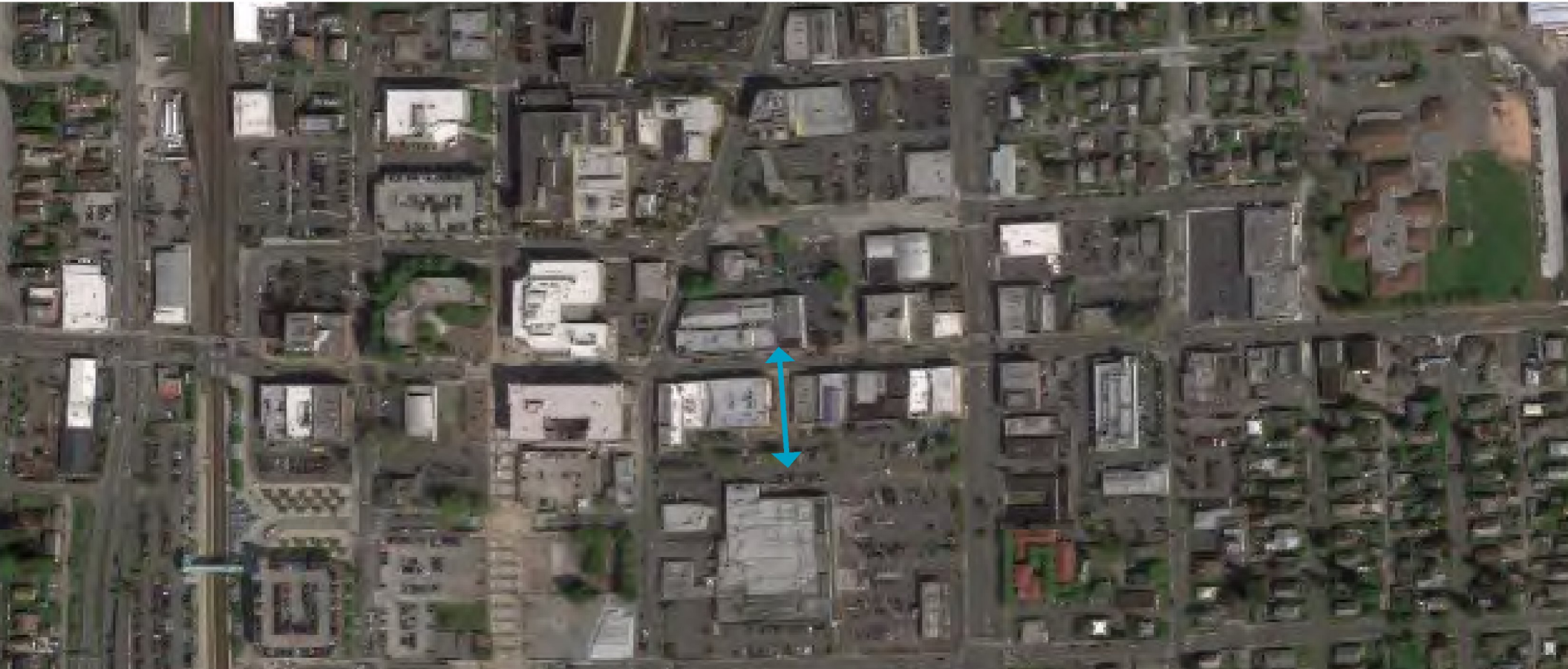


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WATER FEATURE



SEATING

B STREET PLAZA AS PASSAGE

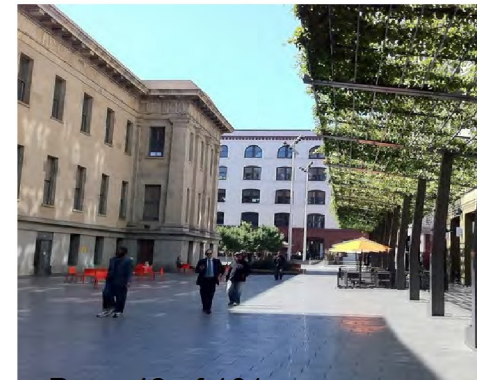


DI.A

TREE LINED PASSAGE

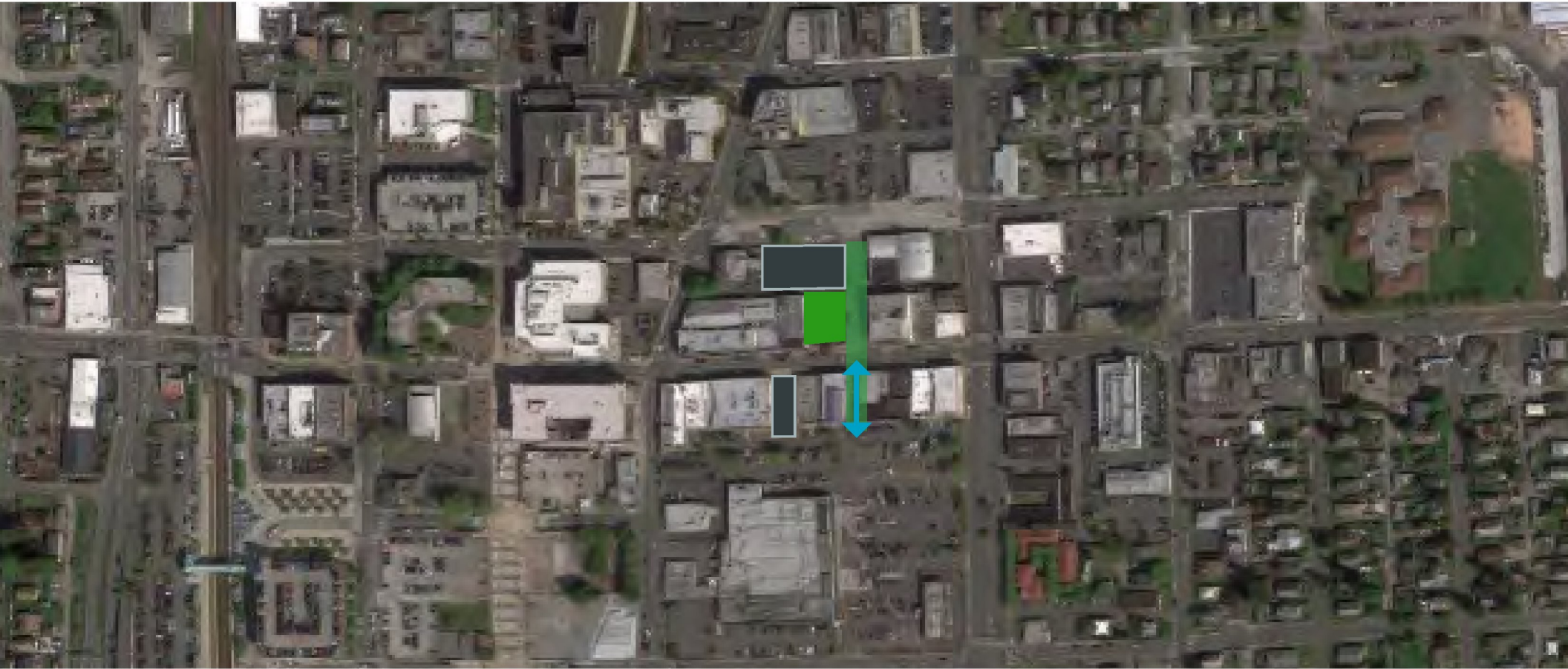


SCULPTURAL TRELLIS



Page 42 of 101
CANOPY

B STREET PLAZA: VILLAGE GREEN



D.I.A.
DESTINATION WATER FEATURE



FLEXIBLE STREET



Page 43 of 101
FOOD TRUCKS

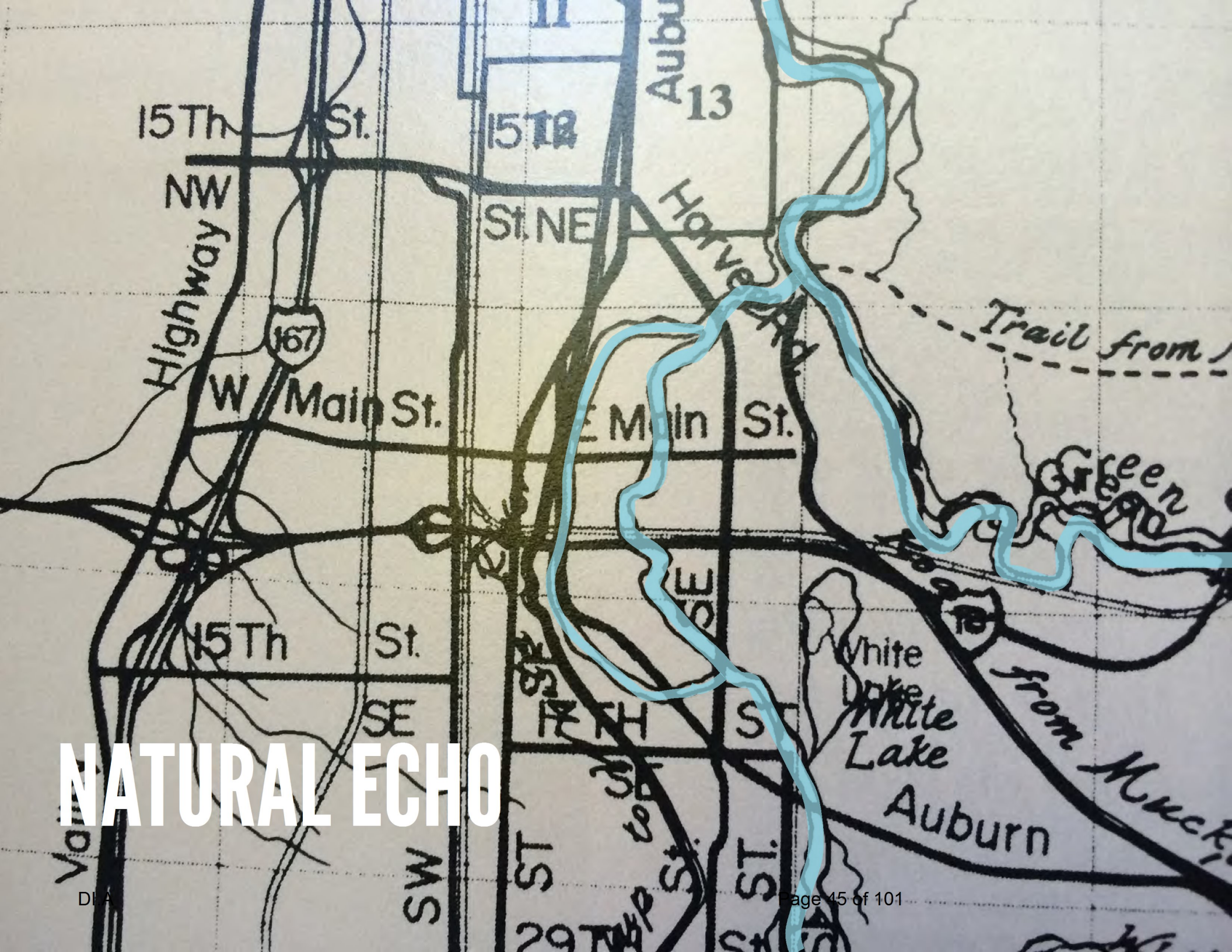
D STREET PLAZA



DOG PARK



FOOD TRUCKS



NATURAL ECHO

INTERSECTIONS



DI.A

ART AS GATEWAY

GREEN GATEWAY

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SHORTEN CROSSINGS

QUESTIONS?

A close-up photograph of purple and white petunias in the foreground, with a blurred background showing a street lamp and a building. The text is overlaid on the left side of the image.

City of Auburn Main Street Urban Design Council Study Session

September 14, 2015
SvR Design Company
VIA Architecture + Urban Design



AGENDA BILL APPROVAL FORM

Agenda Subject:

System Development Charges (SDCs) - Annual Review(10 Minute Presentation/5 Minute Q&A)

Date:

September 3, 2015

Department:

CD & PW

Attachments:

[Attachment A](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

Resolution No. 5134 adopted the 2015 System Development Charges (SDCs) as a part of the funding available for Auburn's water, sanitary sewer and storm drainage utility systems. Each new connection pays SDCs to buy into the use of the existing utility systems infrastructure and to provide a portion of the revenue needed for expansions and upgrades necessary to serve new connections.

In accordance with Auburn Municipal Code ACC 13.41.030, the SDCs will be reviewed annually. The City Council has indicated a desire that future annual changes will, at a minimum, reflect changes in the Engineering News Record Construction Cost Index (ENR CCI) for Seattle, WA, but not be less than 0%.

Background

The ENR-CCI for Seattle takes into account local variations in labor and material rates. These material and labor rates are reflected in public works bids that the City of Auburn receives for its public works projects. The SDCs from new customers provide a portion of the revenue used to pay for these public works projects.

The ENR-CCI indicates an average annual increase of 2.4% for the period January 2015 through July 2015. The proposed changes to the City's existing Fee Schedule for water, sewer, and storm SDCs that would result from applying this increase are shown in Attachment A.

These proposed changes, together with any other Fee Schedule revisions, would be presented to the City Council for consideration at a December 2015 Council meeting and, if adopted, would go into effect on January 1, 2016.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: September 14, 2015

Item Number: DI.B

Attachment A

Proposed 2016 Water, Sewer, and Storm System Development Charges

SDC	2015	2016
Water ⁽¹⁾	\$6,272.00	\$6,423.00*
Sewer ⁽²⁾	\$2,327.00	\$2,383.00*
Storm ⁽³⁾	\$1,162.00	\$1,190.00*
⁽¹⁾For a ¾" and 1" meter (1 Equivalent Residential Unit or ERU) ⁽²⁾For 1 Residential Customer Equivalent (RCE) ⁽³⁾For 1 Equivalent Service Unit (ESU) *Based on Seattle Construction Cost Index (CCI) annual increase of 2.4%.		



AGENDA BILL APPROVAL FORM

Agenda Subject:

Transit Service Partnership Renewal (Route 910) (5 Minute Presentation/5 Minute Q&A)

Date:

September 8, 2015

Department:

CD & PW

Attachments:

[Resolution No. 5167](#)

[Transit Service Agreement Amendment #2](#)

[Map Routes 910 090815](#)

[Maps](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

On December 22, 2008, the City of Auburn and King County entered into a Transit Service Direct Financial Partnership Agreement for additional transit service within Auburn. Section 4.1 of the Agreement provided that service specified in Attachment A would expire five years after the start of the service unless extended. This proposed Amendment 2 is specific to the extension of Metro Route 910 which was started in October 2010. Initially the Route 910 was included in the list of cuts proposed by Metro in 2014. Metro and the City now desire to extend the Agreement to provide the enhanced transit service for Route 910 for an additional five-year period.

The costs for this service were not originally included in the 2016 City budget due to the proposed Metro cuts. However, in light of this cut not taking place, the costs for the City's participation was included in the recent Transportation Improvement Plan update approved by Council in June 2015 and will be included in Budget Adjustment No. 4 that is anticipated to be before the Council for consideration in November 2015. Funding for this will be from the 102 Arterial Street Fund.

Due to the expiration of the current service in October of 2015, the proposed Resolution will be before the Council for action at the September 21st City Council meeting.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: September 14, 2015

Item Number: DI.C

RESOLUTION NO. 5 1 6 7

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE A SECOND
ADDENDUM TO THE TRANSIT SERVICE DIRECT
FINANCIAL PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF AUBURN AND KING
COUNTY

WHEREAS, On December 22, 2008, the City of Auburn and King County
(the Parties) entered into a Transit Service Direct Financial Partnership
Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provided each service
specified in Attachment A would expire five years after the start of the service
unless extended; and

WHEREAS, the transit service enhancements provided for in Part II of
Attachment A (i.e. Route 910) to the Agreement were implemented on or about
October 2, 2010; and

WHEREAS, the Parties now desire to extend the Agreement to provide
the enhanced transit service described in Part II of Attachment A for an
additional five-year period.

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

Section 1. The Mayor is hereby authorized to execute a 2nd
Addendum to the Transit Service Direct Financial Partnership Agreement

between the City of Auburn and King County, which Addendum shall be in substantial conformity with the Addendum attached hereto as Exhibit "A".

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

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

Dated and Signed this _____ day of _____, 2015.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

DRAFT

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

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

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

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

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

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

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

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

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

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

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

1. Extension of Term of Agreement

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

2. No Other Modifications.

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

3. Effective Date.

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

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

KING COUNTY

SERVICE PARTNER

City of Auburn

By: _____

Kevin Desmond
General Manager, Metro Transit Division
Department of Transportation

Date: _____

By: _____

Name

Its: Mayor _____

Date: _____

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

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

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

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

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

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

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

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

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

**DIRECT FINANCIAL SERVICE PARTNERSHIP AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF AUBURN AND PIERCE TRANSIT
LAKELAND HILLS SHUTTLE AND METRO ROUTES 910 AND 919
Page 1 of 16**

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

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

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

1. PURPOSE OF AGREEMENT

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

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

2. COUNTY'S RESPONSIBILITIES

2.1 The County will provide transit service enhancements in accordance with the service specifications set forth in Section II.C of Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and City of Auburn will share the fully allocated cost of the increased service hours at a rate of not more than two-thirds from County funds to not less than one-third from City of Auburn funds (actual contribution specified in Attachment A). Fully allocated costs include the cost of fuel, maintenance, driver wages, service supervision, infrastructure maintenance, revenue collection, scheduling, rider information, data analysis; and administrative and management costs. The County's cost allocation model will be used to determine the City of Auburn's contribution for service described in Section II of Attachment A. The County will manage the service in accordance with its regular procedures and as may be further specified in this Agreement. The Parties understand and agree that, notwithstanding Service Partner's financial contribution, the transit service referenced herein will be open to the general public.

2.2 The County will include the new transit service enhancements provided for under this Agreement in its annual route performance monitoring. Enhanced transit service provided for via service partnerships will be expected to perform at or above the Metro Transit subarea average for its particular type of service in at least three of the four standard indicators monitored in Metro's annual *Route Performance Report*:

- a) Rides per revenue hour;
- b) The ratio of fare revenue to operating expense;
- c) Passenger miles per revenue hour; and
- d) Passenger miles divided by platform miles.

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

Page 2 of 16

- 2.3 More specific benchmarks applicable to the enhanced transit service provided for herein are set forth in Attachment A. Three (3) years after implementation of the enhanced transit service provided for herein and annually thereafter, the County will make a determination as to the productivity and viability of the service. The County will notify Service Partner of its assessment of the service's productivity, performance, and ongoing viability. If the County deems that changes can be made to improve the service, the County and Service Partner will discuss possible modifications and may agree on any decisions to modify the service enhancements provided for herein, provided, however, that any such modifications shall be consistent with the requirements set forth in KCC 28.94.020(B)(2). After consultation with Service Partner, if the County determines that the enhanced service provided for herein is not viable based upon performance, and proposed changes are insufficient to boost productivity beyond a minimum threshold as may be established and the Parties cannot agree on a substitute investment on a different route or a different corridor, the County will notify Service Partner of its intention to terminate the Agreement. Throughout, the County recognizes that statutory responsibility for making significant changes to, or eliminating, services described in Section I of Attachment A rests with Pierce Transit.
- 2.4 **Monetary Contributions.** The County will contribute, via payment of billings from Pierce Transit twice per year, as specified in Section 5.2 of this Agreement, no more than two thirds of the cost of the enhanced service described in Section I of Attachment A. The amount of the County's actual yearly monetary contributions are to be determined by application of the cost allocation calculation specified in Section I of Attachment A, which is attached hereto and incorporated herein by this reference. If application of that cost allocation formula yields a higher dollar amount, the County shall pay the larger amount.
3. **SERVICE PARTNER'S RESPONSIBILITIES**
- 3.1 **Monetary Contributions.** Service Partner will contribute at least one-third of the cost of the enhanced service described in Attachment A, in an amount not less than US\$100,000 per year for at least five (5) years to add to existing transit service or a minimum of US\$200,000 per year for at least five (5) years to implement new transit service. The foregoing dollar amounts represent the minimum monetary contributions that Service Partner will be responsible for pursuant to this Agreement. The amount of Service Partner's actual yearly monetary contributions, over and above the minimum yearly contributions specified in this Subsection 3.1, are to be determined by application of the cost allocation calculations specified in Attachment A, which is attached hereto and incorporated herein by this reference. If application of those cost allocation formulae yields a higher dollar amount, Service Partner shall pay the larger amount.
- 3.2 **Transit Service Enhancements.** In addition to the financial contributions referenced in Subsection 3.1, the City of Auburn will undertake a number of additional actions that are expected to increase ridership on the enhanced bus services provided for herein, including, but not limited to implementation of transportation demand management programs, parking management, service promotions, and communication infrastructure and transit signal priority improvements. The transit service enhancements to be undertaken by the City of Auburn pursuant to this Agreement are set forth more fully in Attachment A, which is attached hereto and incorporated herein by this reference. The Parties acknowledge and agree that the goal of this Agreement is to increase ridership. Toward that end, the Parties agree to work together in good faith to refine the details of the required transit service enhancements in order to assure effective and timely implementation.
- 3.3 Pierce Transit will establish and operate transit service enhancements in accordance with the service specifications set forth in Section I.C of Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and Service Partner

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

4. **TERM OF AGREEMENT**

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

5. **INVOICES/PAYMENT PROCEDURES**

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

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

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

6. INDEMNIFICATION AND LEGAL RELATIONS

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

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

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

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

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

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

7. INSURANCE REQUIREMENTS

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

8. CHANGES AND MODIFICATIONS

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

9. TERMINATION OF AGREEMENT

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

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

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

10. FORCE MAJEURE

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

11. WAIVER OF DEFAULT

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

12. ASSIGNMENT

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

13. **NO THIRD PARTY BENEFICIARIES**

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

14. **MUTUAL NEGOTIATION AND CONSTRUCTION**

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

15. **ALL TERMS AND CONDITIONS**

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

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

16. **CONTACT PERSONS**

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

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

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

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

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

KING COUNTY

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

CITY OF AUBURN

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

PIERCE TRANSIT

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

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

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

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

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

I. Lakeland Hills Partnership

A. Service Description

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

1. Start Date for Service

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

B. Monetary Contributions

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

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

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

2. Monetary Contributions to be Made by County

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

C. Transit Service Enhancements

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

City of Auburn

a. Promotion

Provide promotional materials about shuttles to the Lakeland community.

This would be accomplished through:

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

b. Parking Management

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

Pierce Transit

a. Promotion

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

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

a. Additional Promotion of Service

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

D. Service Cost Estimate

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

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

Approximate total annual hours: 3,848

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

City of Auburn's estimated annual share of fully allocated annual cost:
Forty percent (\$116,871 based on 2008 fully allocated annual cost)

Pierce Transit's estimated annual share of fully allocated cost:
Twenty percent (\$58,436 based on 2008 fully allocated annual cost)

County's estimated annual share of fully allocated cost:
Forty percent (\$116,871 based on 2008 fully allocated annual cost)

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

E. Benchmarks for Evaluating Route Performance

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

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

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

DART Peak (Applies to Lakeland Hills service)

Rides per revenue hour: Average – 22.6

Fare revenue/operating expense: n/a

Passenger miles/revenue hour: Average – 54

Passenger miles/platform miles: Average – 3.32

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

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

II. Routes 910 and 919

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partner

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

2. Monetary Contributions to be Made by County

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

B. Transit Service Enhancements

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

City of Auburn

a. Promotion

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

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

b. Other Incentives

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

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

a. Additional Promotion of Service

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

C. Service Description

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

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

1. Start Date for Service

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

D. Service Cost Estimate

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

Total annual hours: 2,763

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

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

E. Benchmarks for Evaluating Route Performance

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

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

DART Off-Peak

Rides per revenue hour: Average – 17.4
Fare revenue/operating expense: n/a
Passenger miles/revenue hour: Average - 53
Passenger miles/platform miles: Average – 3.46

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

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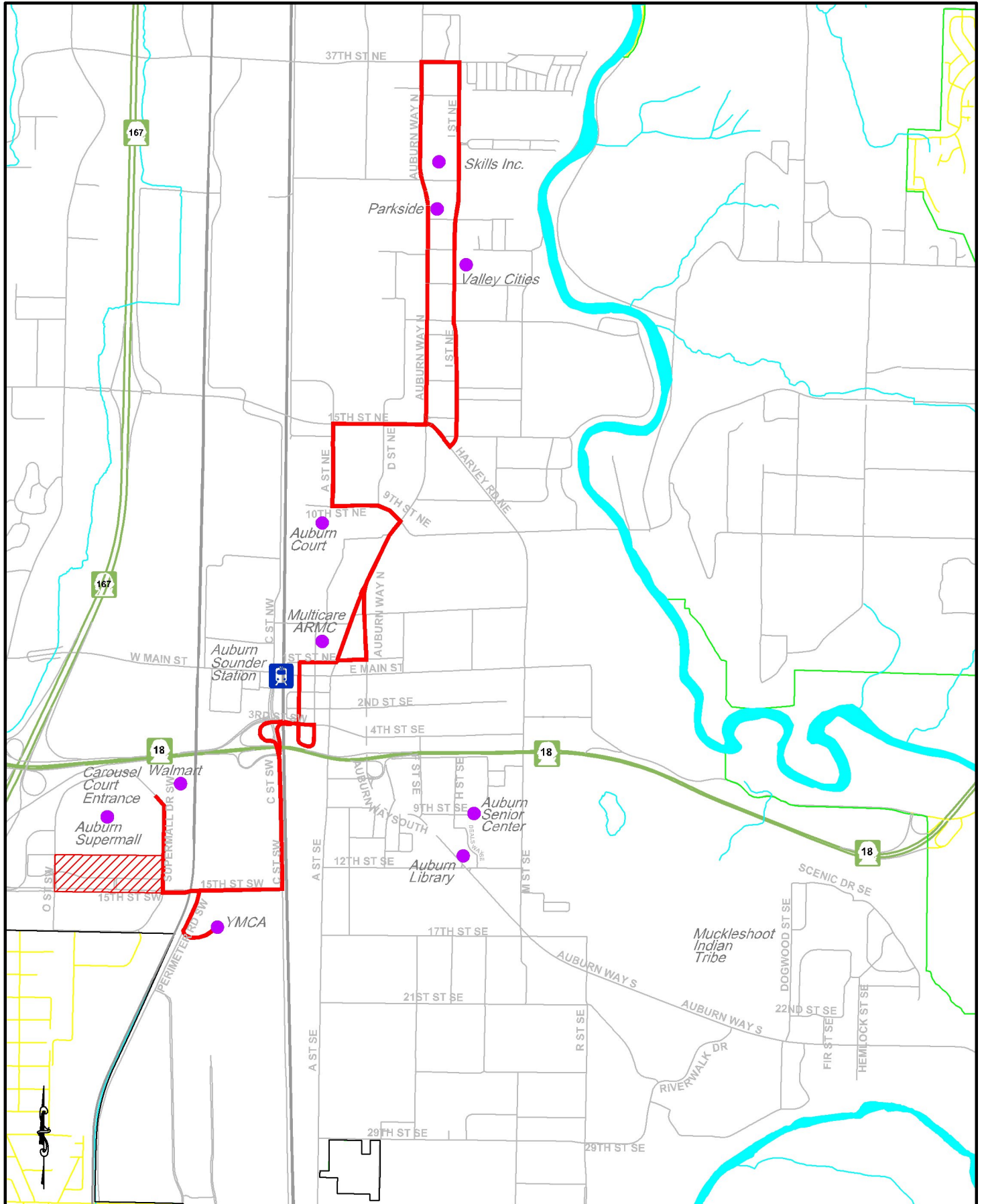
EXHIBIT 1.

Preliminary Cost Estimate

							Rate/hour Pierce Transit blended cost:	
Route	Day	Direction	Time	Description	# of trips	Est'd hours	\$75.93	Total Cost
LH	M-F	north	5:00 a.m. – 8:00 a.m.	Lakeland Hills to Auburn Station	7	3,848	\$292,178.64	\$292,178.64
LH	M-F	south	4:00 p.m. – 6:30 p.m.	Auburn Station to Lakeland Hills	7			
Subtotal					14	3,848	\$292,178.64	\$292,178.64
King County Metro Transit contribution								\$116,871.46
City of Auburn contribution								\$116,871.46
Pierce Transit contribution								\$58,435.73
							DART Rate/hour:	
							\$78.92	
919	M-Sa	north	6:00 a.m. to 4:30 p.m.	YMCA to 40th St NE	9	2,763	\$218,055.96	\$218,055.96
919	M-Sa	south	6:30 a.m. to 4:30 p.m.	40th St NE to YMCA	9			
Subtotal					18	2,763	\$218,055.96	\$218,055.96
King County Metro Transit contribution								\$118,055.96
City of Auburn contribution								\$100,000.00
Total					32	6,611		\$510,234.60
King County Metro Transit contribution								\$234,927.42
City of Auburn contribution								\$216,871.46
Pierce Transit contribution								\$58,435.73

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Right of Way Standards (20 Minute Presentation/30 Minute Q&A)

Date:

September 8, 2015

Department:

CD & PW

Attachments:

[ACC 12.04.010](#)

[Table 10-18](#)

[Standard Detail \(Roadway Sections\)](#)

[Example of LID](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

In 1998 the Former Public Works Committee of the City Council recommended approval of revisions to the City Code related to the adoption of the City's Standards used in the design and construction of public improvements that are completed both by City capital projects and by private development. Since 1998, there have been modifications to the code to incorporate the requirements of the first NPDES Phase 2 permit and to revise the authority to approve modifications of the actual standards. These design and construction standards are adopted by reference within City Code Chapter 12.04.010 (see attached). Part of the roadway standards that were initially adopted by the Council in 1998 included the identification of a multitude of roadway classifications and the improvements required within each classification. Over the years these standards have received minor modifications that have resulted in the standards we use today.

Many capital projects completed by the City are within existing roadway corridors that may already have many of the elements identified within the standards for a particular roadway classification. Depending on the funding available for the project and the purpose of the project (preservation, utility improvement, roadway capacity improvement, safety improvement, etc.) the City may chose to modify the cross section of the existing roadway to conform to these standards or, as in the case of preservation work, may just repair the existing improvements as they are.

As it relates to Development projects, these standards are used to insure consistency in the requirements being set by the City on the variety of developments that may

occur. The City in applying requirements for development must consider “Nexus”. Nexus is how we determine that the work required of the development is proportionate to the impact that the development has on its surroundings. In applying these requirements, the City also cannot be seen as being arbitrary or capricious in setting the requirements and must be fair to all developments. Standards are one way that helps us insure that we meet these development constraints and avoid lawsuits with developers over their required improvements.

Because of this, staff must evaluate developments based on the required Right-of-Way (ROW) for the roadway classifications within our standards. If we evaluated developments using an unknown and unpublished set of standards for the ROW widths this could be considered to be an arbitrary and capricious decision that could generate legal challenges by developers. So in applying our standards there are times that we are requesting additional ROW beyond the existing width to meet our standards. However, in the situation where more ROW exists then required by the Standard staff do not automatically vacate these areas unless there is a compelling reason identified by city staff to begin a City-Initiated Vacation action or a property owner(s) makes a request for the City to consider a Vacation. In evaluating that Vacation, again, staff use the standards to determine if there is a need to retain the ROW or not.

As we continue to work on the implementation of the new NPDES Phase 2 permit we will be looking at our standards over the next year to determine how we can implement Low Impact Development within them. This means looking at the widths of impervious surfaces we are requiring and determining if these are appropriate or not. This could mean that we look at narrowing some of our current roadway requirements for certain classifications or all of them, including the ROW width required. This is an on-going process that is anticipated to be completed by the end of 2016 to comply with our permit requirements and no decisions or recommendations have been identified yet. The Design Standards have not been significantly modified since 2004 with the exception of the NPDES Storm Standards and we are anticipating changes with the new Low Impact Development regulations to come forward in 2016. The current City code places the authority to modify the design standards with the City Engineer with the stipulation that it will be “... in consultation with the city council on policy issues or broad citywide implications...”.

Attached you will find the Engineering Design Standards Table 10-18 that provides the various width requirements and design elements for all the City’s current roadway classifications along with the current roadway classification map from the Transportation Comprehensive Plan. We have also attached the Standard Details that correspond to these requirements that provide a cross sectional depiction of these width requirements.

At the September 14th Council Study Session we will be discussing the Design Standards for Right-of-Way related to our roadway classifications.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: September 14, 2015

Item Number: DI.D

Excerpt from Auburn City Code

12.04.010 Adoption of engineering construction standards and engineering design standards.

A. Adopted – Engineering Construction Standards. The engineering construction standards include the following documents and manuals which are herein referred to as the “engineering construction standards” and are adopted by reference:

1. The Standard Plans (M21-01) for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, the latest publication and amendments thereto, as determined appropriate for city infrastructure by the city engineer and for conformance with adopted city engineering design standards.
2. The Standard Specifications for Road, Bridge and Municipal Construction, the latest (English) edition publication and amendments thereto as issued by the Washington State Department of Transportation as supplemented and amended through special provisions by the city engineer for specific construction applications and for conformance with adopted city engineering design standards.
3. The City of Auburn Engineering Standard Details, a manual of specific plans or drawings developed and adopted by the city of Auburn department of public works which show frequently recurring components of work that have been standardized for repetitive use, as supplemented and amended by the city engineer for specific construction applications and for conformance with adopted city engineering design standards.

B. Adopted – Engineering Design Standards. The engineering design standards as approved, supplemented and amended by the city engineer for specific design applications and in consultation with the city council on policy issues or broad citywide implications shall include the following documents and manuals which are herein referred to as the “engineering design standards” and are adopted by reference:

1. A manual of specific design requirements which shows frequently recurring public transportation and utility infrastructure standards.
2. The City of Auburn Surface Water Management Manual (SWMM) which is the 2008 City of Tacoma Surface Water Management Manual as amended for use in the city of Auburn. The SWMM is a manual of specific requirements related to storm drainage management.

C. Adopted – Highway Access Management. Chapter [468-52 WAC](#), Highway Access Management – Access Control Classification System and Standards, and amendments thereto, with the exception of WAC [468-52-060](#) and [468-52-070](#), is adopted by reference with the following amendments:

1. All references to the “Department” shall be changed to “city of Auburn.”
2. All references to Chapter [468-51 WAC](#) or sections thereof shall be changed to “City of Auburn Engineering Design Standards.” (Ord. 6532 § 14, 2014; Ord. 6283 § 1, 2009; Ord. 6258 § 1, 2009; Ord. 6157 § 1, 2008; Ord. 5042 § 1 (Exh. B), 1998.)

10.18 Table 10-1 Summary Matrix of Minimum Street Design Requirements

CLASSIFICATION	SECTION	PRINCIPAL ARTERIAL			MINOR ARTERIAL		RESIDENTIAL COLLECTOR	NON-RESIDENTIAL COLLECTOR	RURAL COLLECTOR			LOCAL RESIDENTIAL	LOCAL NON-RESIDENTIAL	RURAL RESIDENTIAL
Roadway Section Standard Detail No.		TRAFFIC-27			TRAFFIC-28		TRAFFIC-29	TRAFFIC-30	TRAFFIC-31			TRAFFIC-32	TRAFFIC-33	TRAFFIC-34
Average Daily Traffic (ADT)	10.01	Over 15,000			10,000 – 15,000		2,500 – 10,000	2,500 – 5,000	1,000 – 5,000			Up to 1,200	Up to 1,200	Up to 1,000
RIGHT-OF-WAY														
Width (ft)	10.02.9	87 ⁶			71/82 ⁶		55 ⁶	65	60			50	55	50
Intersection Radii- Min. (ft)	10.02.9	39.5			29.5		19.5	24.5	17			9	24.5	7
TRAVELWAY														
Roadway Width (ft)	10.02.9	61 ⁶			50/61 ⁶		34 ⁶	44	28			28	34	24
Curb/Gutter	10.02.9.4	Y			Y		Y	Y	N			Y	Y	N
Number Of Lanes	10.01	5			4/5*		2/3*	3	2			2	2	2
Inside Through Lane Width (ft)	10.02.9.1	11			11		N/A	N/A	N/A			10	N/A	N/A
Curb Lane Width (ft)	10.02.9.1	14			14		11.5	16	14			10	17	12
Center Turn Lane Width (ft)	10.02.9.2	11			11		11	12	N/A			N/A	N/A	N/A
Bikeway Class/Width (ft) ⁵	10.06	Cl. 1 / 10			Cl. 1 / 10		Cl. 2 / 6	N/A	Cl. 3			N/A	N/A	N/A
Intersection Curb Radii (ft) ¹	10.02.9.6	50			40		30	35	30			20	35	20
Parking Allowed	10.02.9.5	N			N		N	N	N			Y, one-side	N	Y/ two-sides ⁴
ROADSIDE														
Shoulder Width (ft)	10.02.9.4	N/A			N/A		N/A	N/A	8			N/A	N/A	3
Sidewalk Width (ft)	10.05.1	10			10		5	10	0			5	10	0
Street Trees with Grates	10.08	Y			Y		N/A	Y	N/A			N/A	Y	N/A
Landscape Strip Width (ft)	10.08.1	5 w/ Cl. 1 trail ⁵			5 w/ Cl. 1 trail ⁵		5	N/A	N/A			5.5	N/A	N/A
Illumination	10.10	Y			Y		Y	Y	Only at Intersections			Y	Y	Only at Intersections
INTERSECTION														
Min/Max Horizontal Approach Angle	10.04.1.2	90° ± 5°			90° ± 5°		90° ± 5°	90° ± 5°	90° ± 5°			90° ± 5°	90° ± 5°	90° ± 5°
Minimum Landing Approach Length (ft)	10.04.1.5	30			30		20	20	20			20	20	20
Maximum Landing Approach Grade (%)	10.04.1.5	3			3		5	5	5			5	5	5
GEOMETRIC DESIGN CRITERIA														
Posted Speed (mph) ²	10.02.7	45	40	35	35	30	30	30	40	35	30	25	30	25
Design Speed (mph) ²	10.02.7	55	50	45	45	40	35	35	45	40	35	30	35	30
Min. Horizontal Curve Radius (ft) ^{2, 8} (For Standard Cross Section)	10.02.1	9720	8150	4930	1121	821	544	544	1125	821	544	333	510	333
Min. Tangent Between Reverse Curves (ft) ²	10.02.2	150			150		150	150	150			100	150	100
Maximum Rate of Superelevation, e (%)	10.02.3	8			8		0	0	8			0	0	0
Max. Vertical Grade (%) ^{2, 3, 7}	10.02.4	6			6		8	8	8			8	8	8
Cross Slope (%)	10.02.6	3			3		3	3	3			2	2	2
DRAINAGE														
Closed System	6.00	Y			Y		Y	Y	Only at Driveways			Y	Y	Only at Driveways
Open System	6.00								Y					Y

* Minor Arterials may be designed as either a four (4) lane road (two lanes in either direction) or a five (5) lane road (two lanes in either direction and a center turn lane) based on the Comprehensive Plan designation. Residential Collectors may be designed as either a two (2) (one lane in either direction) or three (3) (one lane in either direction and a center turn lane) lane road based on the configuration of access points to the collector system.

¹ At intersections with two different street classifications, use the highest classification for curb radii.

² Table values are for standard cross sections with a relatively level grade and are for reference only. For accurate design values reference the AASHTO Manual “A Policy on Geometric Design of Highways & Streets.”

³ Vertical curves will be required when the algebraic grade difference is more than 1%.

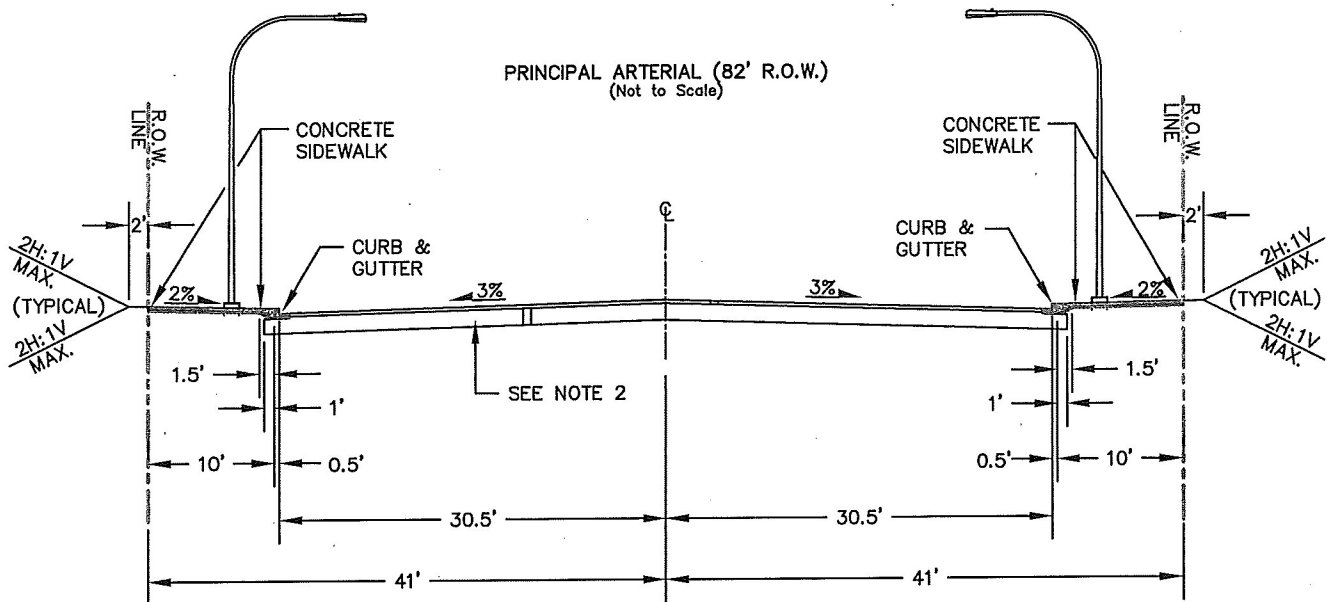
⁴ Parking shall be located where space is available, outside of the required three-foot (3') shoulder.

⁵ The construction of separated bikeways shall be required in conjunction with street projects when designated by the Comprehensive Plan.

⁶ Required pavement and right-of-way widths may be greater then that shown to accommodate medians and/or bike lanes as required to meet Comprehensive Plan designations or to address traffic calming. See Section 10.06.

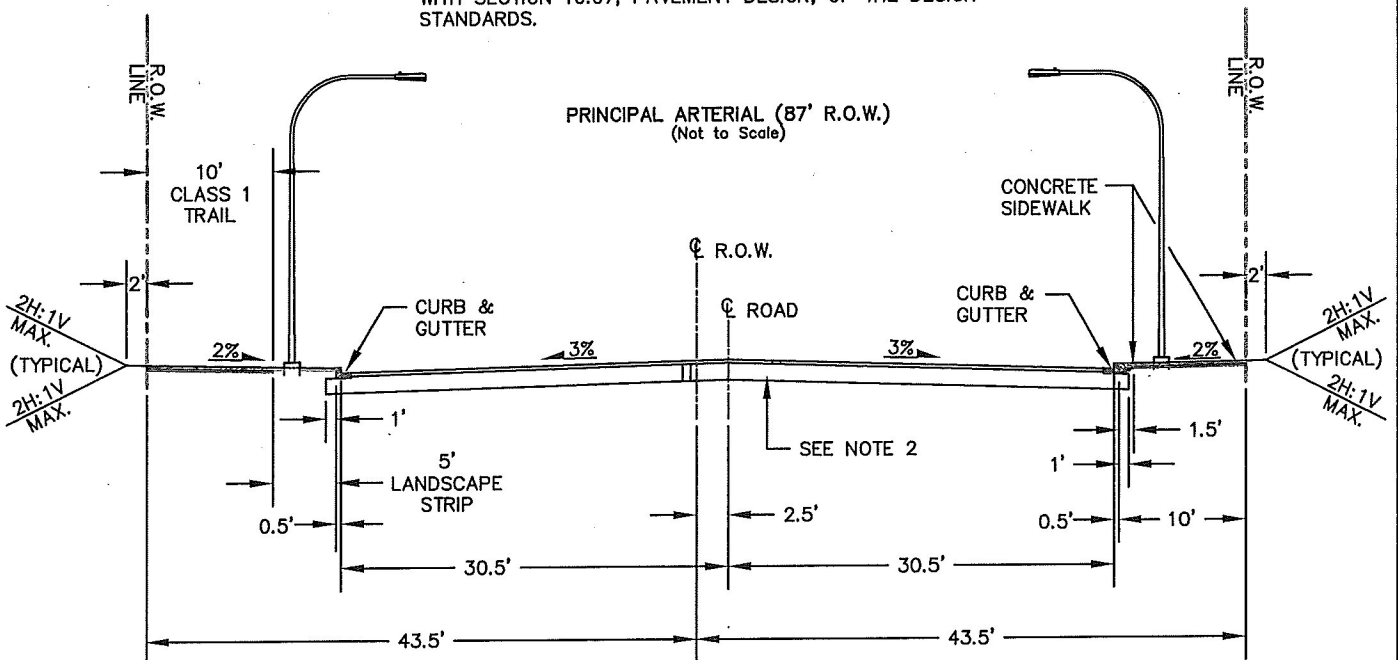
⁷ Vertical grades may be increased to 10% for non-arterial streets upon approval of the City Engineer.

⁸ Minimum radii are for streets designed using the recommended cross slopes listed above. Minimum street radii for Arterials and rural Collectors may be reduced by superelevating the street section per the requirements above.



NOTES:

- 1) RIGHT OF WAY, ROADWAY, AND SHOULDER WIDTHS ARE PER SECTION 10.02, STREET DESIGN REQUIREMENTS, TABLE 10-1, OF THE DESIGN STANDARDS.
- 2) ROADWAY PAVEMENT SECTION SHALL BE IN CONFORMANCE WITH SECTION 10.07, PAVEMENT DESIGN, OF THE DESIGN STANDARDS.



APPROVED BY CITY ENGINEER:

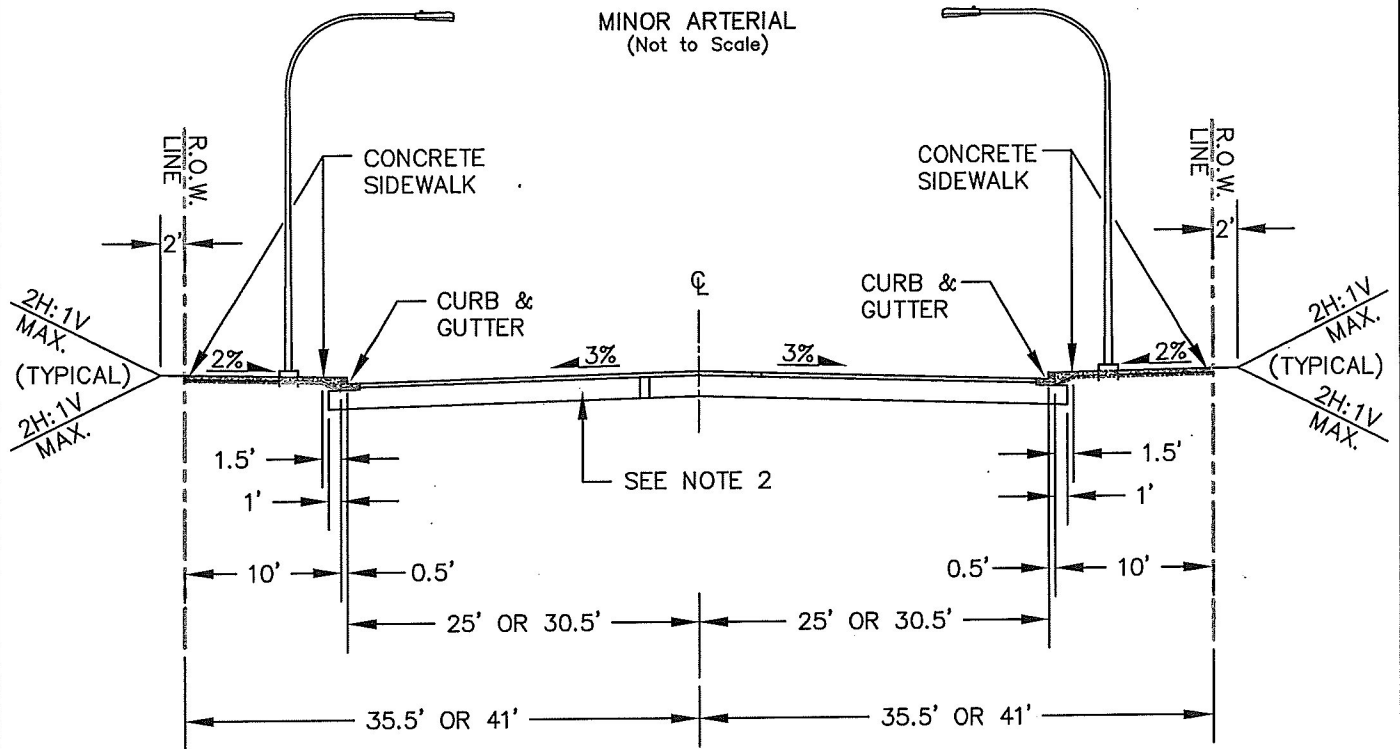
DATE:

D.D. *Dennis Selle* 3/21/11



PRINCIPAL ARTERIAL

ROADWAY SECTION 80 of 101



NOTES:

- 1) RIGHT OF WAY, ROADWAY, AND SIDEWALK WIDTHS ARE PER SECTION 10.02, STREET DESIGN REQUIREMENTS, TABLE 10-1, OF THE DESIGN STANDARDS.
- 2) ROADWAY PAVEMENT SECTION SHALL BE IN CONFORMANCE WITH SECTION 10.07, PAVEMENT DESIGN, OF THE DESIGN STANDARDS.

APPROVED BY CITY ENGINEER:

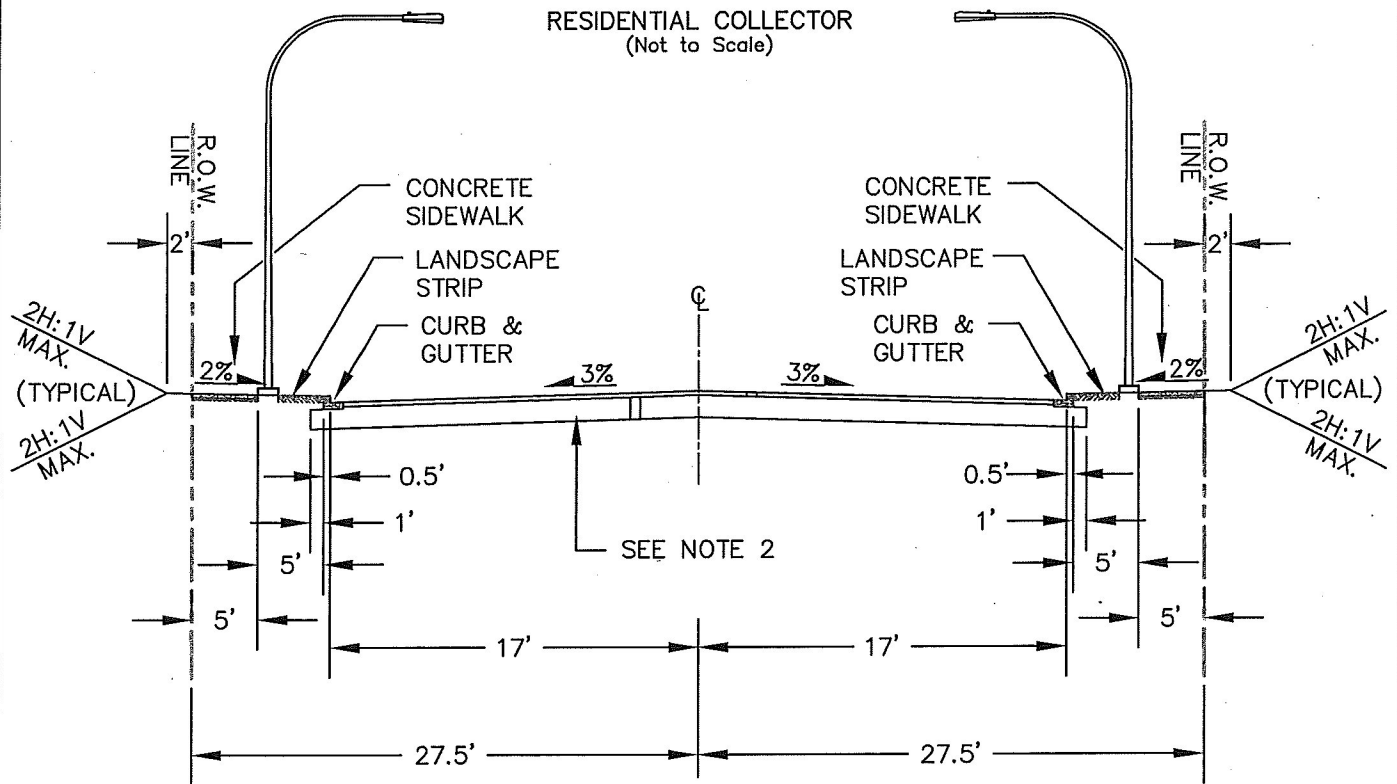
DATE:

D.D. *Dennis Selle*

3/21/11

CITY OF
AUBURN
WASHINGTON

MINOR ARTERIAL
ROADWAY SECTION 81 of 101



NOTES:

- 1) RIGHT OF WAY, ROADWAY, LANDSCAPE STRIP, AND SIDEWALK WIDTHS ARE PER SECTION 10.02, STREET DESIGN REQUIREMENTS, TABLE 10-1, OF THE DESIGN STANDARDS.
- 2) ROADWAY PAVEMENT SECTION SHALL BE IN CONFORMANCE WITH SECTION 10.07, PAVEMENT DESIGN, OF THE DESIGN STANDARDS.

APPROVED BY CITY ENGINEER:

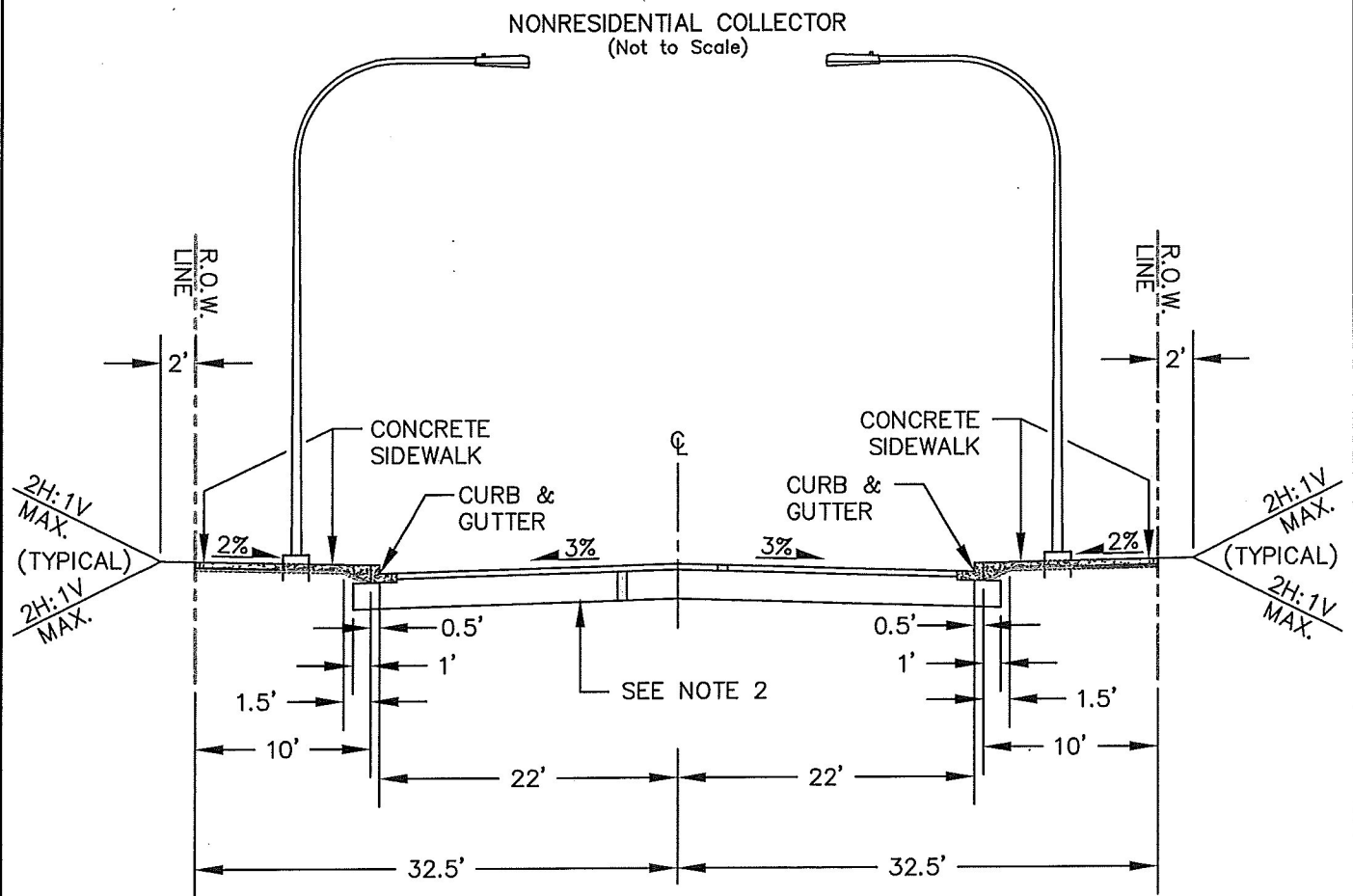
DATE:

D.I.D. *Dennis Selle* 3/21/11

CITY OF
AUBURN
WASHINGTON

RESIDENTIAL COLLECTOR

ROADWAY SECTION Page 82 of 101



NOTES:

- 1) RIGHT OF WAY, ROADWAY, AND SIDEWALK WIDTHS ARE PER SECTION 10.02, STREET DESIGN REQUIREMENTS, TABLE 10-01 OF THE DESIGN STANDARDS.
- 2) ROADWAY PAVEMENT SECTION SHALL BE IN CONFORMANCE WITH SECTION 10.07, PAVEMENT DESIGN, OF THE DESIGN STANDARDS.

APPROVED BY CITY ENGINEER:

DATE:

D.D. *Dennis Selle*

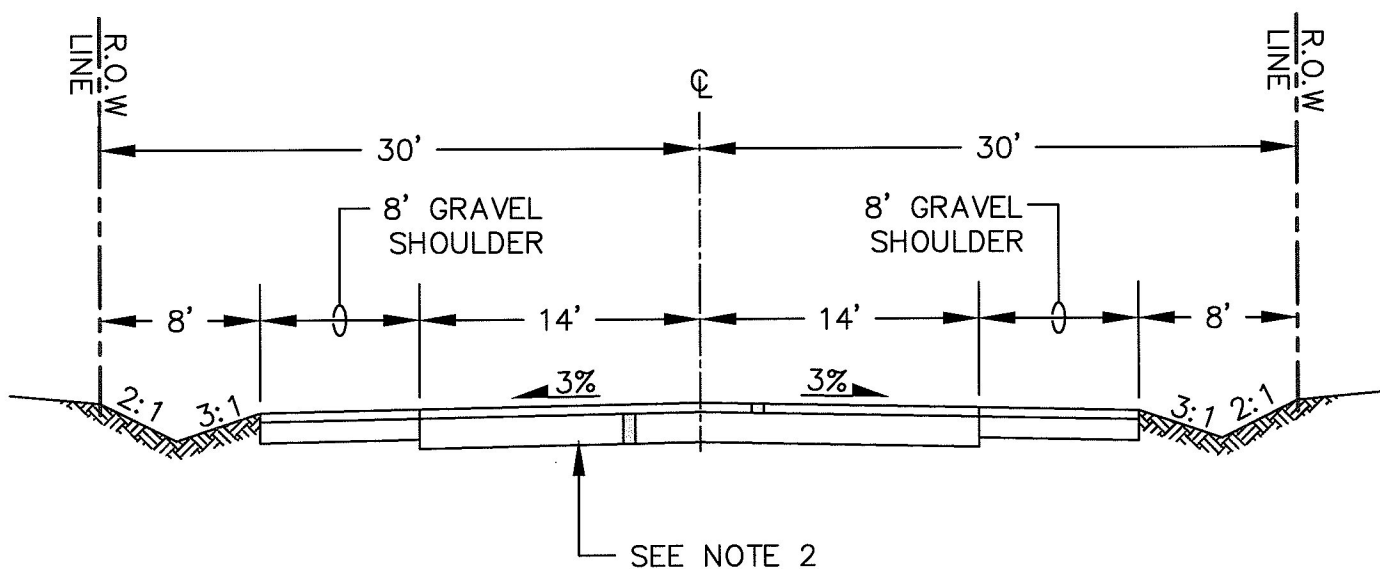
3/21/11



NONRESIDENTIAL COLLECTOR
ROADWAY SECTION

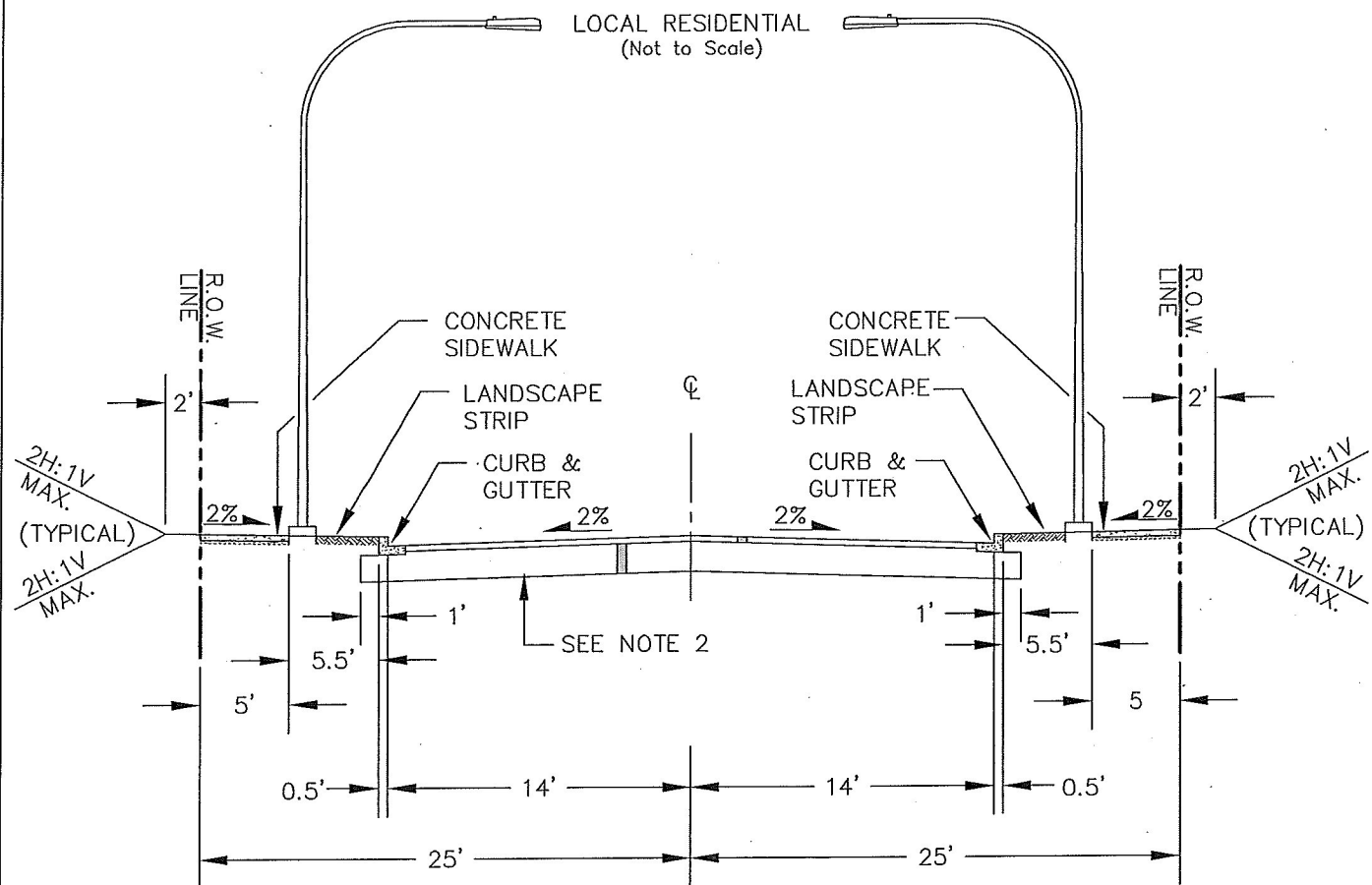
Page 83 of 101

RURAL COLLECTOR
(Not to Scale)



NOTES:

- 1) RIGHT OF WAY, ROADWAY, AND SHOULDER WIDTHS ARE PER SECTION 10.02, STREET DESIGN REQUIREMENTS, TABLE 10-1 OF THE DESIGN STANDARDS.
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NOTES:

- 1) RIGHT OF WAY, ROADWAY, LANDSCAPE STRIP, AND SIDEWALK WIDTHS ARE PER SECTION 10.02, STREET DESIGN REQUIREMENTS, TABLE 10-1, OF THE DESIGN STANDARDS.
- 2) ROADWAY PAVEMENT SECTION SHALL BE IN CONFORMANCE WITH SECTION 10.07, PAVEMENT DESIGN, OF THE DESIGN STANDARDS.

APPROVED BY CITY ENGINEER:

DATE:

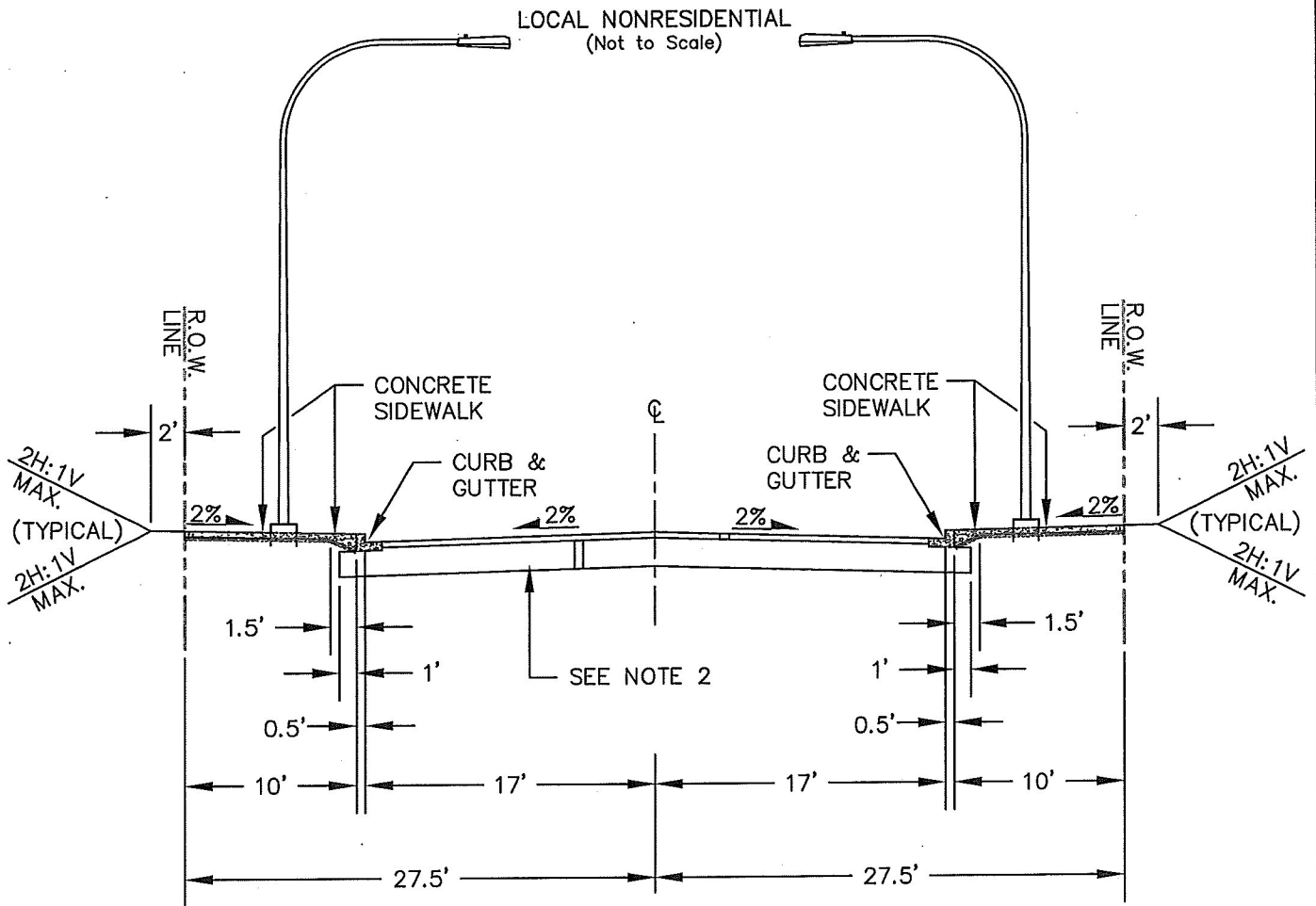
D. *Dennis Selle*

4/22/11



LOCAL RESIDENTIAL
ROADWAY SECTION

Page 85 of 101



NOTES:

- 1) RIGHT OF WAY, ROADWAY, AND SIDEWALK WIDTHS ARE PER SECTION 10.02, STREET DESIGN REQUIREMENTS, TABLE 10-1, OF THE DESIGN STANDARDS.
- 2) ROADWAY PAVEMENT SECTION SHALL BE IN CONFORMANCE WITH SECTION 10.07, PAVEMENT DESIGN, OF THE DESIGN STANDARDS.

APPROVED BY CITY ENGINEER:

DATE:

D.D. *Dennis Sellb*

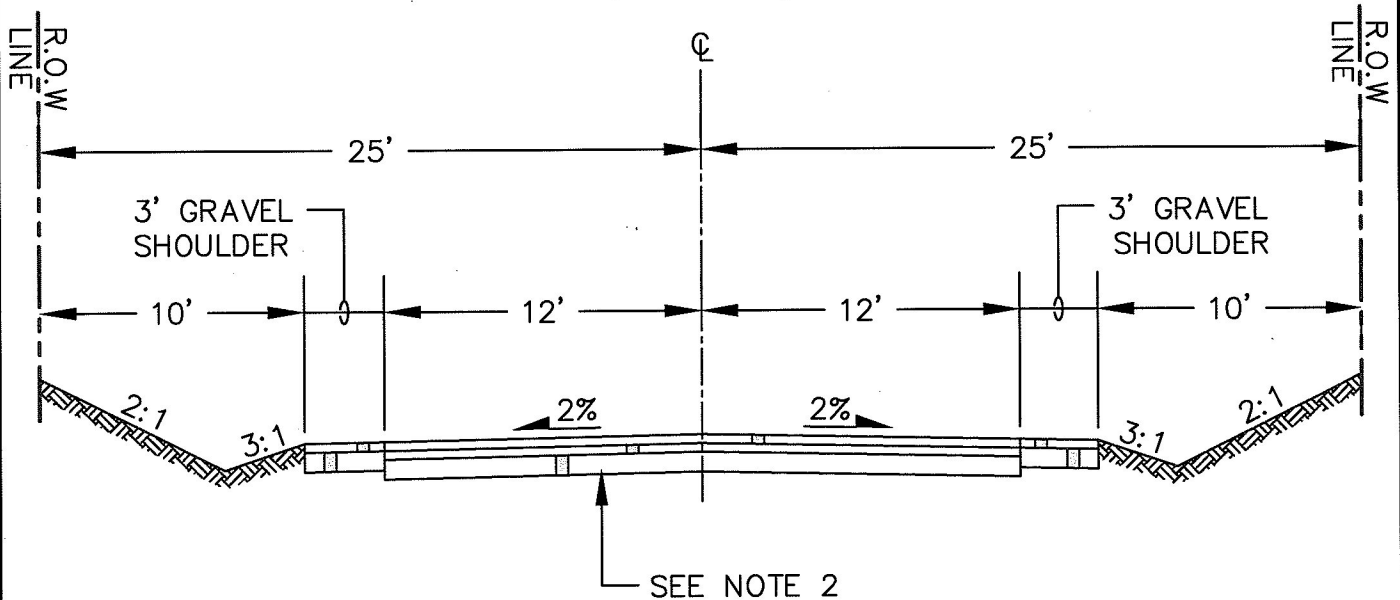
3/21/11



LOCAL NONRESIDENTIAL
ROADWAY SECTION

Page 86 of 101

RURAL RESIDENTIAL
(Not to Scale)



NOTES:

- 1) RIGHT OF WAY, ROADWAY, AND SHOULDER WIDTHS ARE PER SECTION 10.02, STREET DESIGN REQUIREMENTS, TABLE 10-1, OF THE DESIGN STANDARDS.
- 2) ROADWAY PAVEMENT SECTION SHALL BE IN CONFORMANCE WITH SECTION 10.07, PAVEMENT DESIGN, OF THE DESIGN STANDARDS.

APPROVED BY CITY ENGINEER:

DATE:



RURAL RESIDENTIAL
ROADWAY SECTION

Page 87 of 101

Clustering



Conventional Design



Low-Impact Design



AGENDA BILL APPROVAL FORM

Agenda Subject:

Right of Way Vacation Policy (10 Minute Presentation/15 Minute Q&A)

Date:

September 8, 2015

Department:

CD & PW

Attachments:

[ACC 12.48](#)

[RCW 35.79](#)

[July 30, 2014 Memo to PWC](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:**Current Code Authority**

Right-of-Way vacations are regulated by RCW 35.79 and Auburn Municipal Code Chapter 12.48. Both State and City codes currently allow, but do not require, that the City be compensated for the vacation of ROW. The current City Code provides that the Council may charge up to one-half the current value of the ROW being vacated, unless the City originally purchased the ROW or it has been dedicated to the City for 25 years or more in which case the City may charge the full appraised value of the ROW to be vacated. If the ROW is determined by the City to be worth more than \$2,000.00 the applicant must provide an appraisal at their expense. Furthermore per RCW 35.79 *"One-half of the revenue received by the city or town as compensation for the area vacated must be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city or town."*

On August 4th, 2014 the Former Public Works Committee of the City Council reviewed the Right-of-Way (ROW) Vacation administration policy, specifically whether the City should be assessing a value for vacated ROW consistent with the City and State codes. See the attached memo dated July 30, 2014. At that time the former committee provided new policy direction to staff to assess value to ROW vacations consistent with the codes. The current policy being administered by staff and the previous policy are listed below.

Current Policy/Practice

- ROW was originally purchased by the City - Applicant is charged the full current appraised value of the ROW being vacated.
- ROW was originally dedicated to the City:
 - o If City **has not** spent public funds maintaining or improving the ROW, regardless of how long the property has been dedicated to the City, then the applicant is not charged for the value of the ROW being vacated.
 - o If City **has** spent public funds maintaining or improving the ROW then the applicant is charged one half the current appraised value of the ROW being vacated.
 - o If City **has** spent public funds maintaining or improving the ROW **and** the property has been dedicated to the City for over 25 years then the applicant is charged the full current appraised value of the ROW being vacated.

Previous Policy/Practice

- ROW was originally purchased by the City - Applicant is charged the current appraised value of the ROW being vacated.
- ROW was originally dedicated to the City - Applicant is not charged for the value of the ROW being vacated.

Attached please find a copies of the current City Code Chapter 12.48 and RCW 35.79 for your reference.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: September 14, 2015

Item Number: DI.E

Chapter 12.48

RIGHT-OF-WAY VACATIONS¹

Sections:

- 12.48.010 Definitions.
- 12.48.015 Initiation of vacation process.
- 12.48.020 Petition – Signature sufficiency determinations.
- 12.48.030 Petition – Authorized.
- 12.48.040 Petition – Submission – Filing fee.
- 12.48.050 Petition – Investigation – Recommendations.
- 12.48.060 Petition – Notice of recommendations to petitioner.
- 12.48.070 Hearing – Required – Notice.
- 12.48.080 Hearing – Procedure – Vacation ordinance.
- 12.48.085 Compensation.
- 12.48.090 Petition denial or abandonment.

12.48.010 Definitions.

- A. "Owner of an interest in real estate" means and includes the owner of fee title, mortgages and contract vendees.
- B. "Petition" means, for the purposes of this chapter, the collection of papers necessary to initiate a street vacation, and shall include an application in the form approved by the city, and other submittals consistent with the purposes of Chapter 35.79 RCW.
- C. "Right-of-way vacations" shall have the same meaning as street vacations, including streets, roads, alleys, sidewalks, or any other publicly owned rights-of-way consistent herewith and as encompassed within Chapter 35.79 RCW. (Ord. 6085 § 1, 2007; Ord. 5212 § 1 (Exh. G), 1999; 1957 code § 8.24.010.)

12.48.015 Initiation of vacation process.

To initiate the right-of-way vacation process, the owner shall submit a right-of-way vacation application to the city clerk or city engineer requesting to vacate a city-owned right-of-way that abuts the owner's property. Said application shall clearly define the limits of the proposed vacation. The city engineer or designee, herein referred to as "the city," shall review the application and notify the applicant of the additional steps necessary to move forward with the right-of-way vacation process and make a complete right-of-way vacation petition to the city. This notification will include an explanation of the process, identification of potential costs to the applicant, which may include the application fee, survey costs, title report, appraisal, and the actual cost of the right-of-way plus a list of required documents to be

provided by the applicant which may include a petition, survey, legal description, title report, and any other related documents the city deems necessary to perform an accurate evaluation of the right-of-way vacation petition. (Ord. 6085 § 1, 2007; Ord. 5212 § 1 (Exh. G), 1999.)

12.48.020 Petition – Signature sufficiency determinations.

For the purpose of determining sufficiencies of signatures of owners of private property on a petition or consent to vacate, the following rules shall govern:

- A. Where the owners of private property abutting the right-of-way proposed to be vacated are husband and wife, the signature of either spouse, without the signature of the other, will be sufficient.
- B. In case of mortgaged property, the signature of the mortgagor shall be sufficient.
- C. In the case of property subject to a contract of purchase, the signatures of both the contract vendors and vendees shall be required.
- D. In the case of ownership by a corporation, the signature of any officer authorized by the bylaws or resolutions of the board of directors shall be sufficient when evidenced by an excerpt of said bylaws or said resolution, certified by the secretary of the corporation, granting such authority.
- E. In the case of property owned by the estate of a decedent or incompetent, the signature of the duly qualified administrator, executor or guardian shall be equivalent to the signature of the owner of the property. (Ord. 6085 § 1, 2007; Ord. 5212 § 1 (Exh. G), 1999; Ord. 2985 § 1, 1976; 1957 code § 8.24.020.)

12.48.030 Petition – Authorized.

The owners of an interest in any real estate abutting upon any right-of-way may petition the city council to vacate the right-of-way in the manner provided in this chapter. The petition shall describe the right-of-way desired to be vacated, and shall be signed by owners of more than two-thirds of the private property abutting the right-of-way sought to be vacated. (Ord. 6085 § 1, 2007; Ord. 5212 § 1 (Exh. G), 1999; 1957 code § 8.24.030.)

12.48.040 Petition – Submission – Filing fee.

As part of a complete right-of-way vacation petition as described in ACC [12.48.015](#), the applicant shall submit to the city a nonrefundable application fee as set forth in the city of Auburn fee schedule. Incomplete right-of-way vacation petitions, not completed by the applicant within six months of a request by the city, shall be null and void. (Ord. 6085 § 1, 2007; Ord. 5212 § 1 (Exh. G), 1999; 1957 code § 8.24.040.)

12.48.050 Petition – Investigation – Recommendations.

Upon the receipt of a complete petition for processing as provided in ACC [12.48.010](#), the city shall route the petition to city departments and franchise utility companies for their comments, and make such further investigation as may be necessary including requesting additional related information from the petitioner(s). (Ord. 6085 § 1, 2007; Ord. 5212 § 1 (Exh. G), 1999; 1957 code § 8.24.050.)

12.48.060 Petition – Notice of recommendations to petitioner.

The city shall prepare a staff report upon completion of its assessment of the right-of-way vacation petition. A copy of the staff report shall be forwarded to the petitioner, along with a letter regarding any changes made, conditions attached as recommended by the city in respect to the vacation in question, and the estimated schedule for the public hearing. (Ord. 6085 § 1, 2007; Ord. 5212 § 1 (Exh. G), 1999; 1957 code § 8.24.060.)

12.48.070 Hearing – Required – Notice.

Upon receipt of the staff report from the city, the city council shall pass a resolution calling for a public hearing to consider the proposed vacation, which hearing shall be not more than 60 days nor less than 20 days after the date of passage of such resolution. The city clerk shall give 20 days' notice of the pendency of the petition by written notice posted in three of the most public places in the city, and a like notice in a conspicuous place on the right-of-way sought to be vacated. The notice shall contain a statement that a petition has been filed to vacate the right-of-way described in the notice, together with a statement of the time and place fixed for the hearing thereon.

In all cases where the proceeding is initiated by resolution of the city without a petition having been signed by the owners of more than two-thirds of the property abutting upon the right-of-way to be vacated, in addition to the notice hereinabove required, there shall be given by mail at least 15 days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts, or parcels of land or other property abutting upon any right-of-way sought to be vacated, as shown on the rolls of the county treasurer, directed to the address thereon shown. If 50 percent of abutting property owners file written objection to the proposed vacation with the clerk prior to the time of hearing, the city shall be prohibited from proceeding with the resolution. (Ord. 6085 § 1, 2007; Ord. 5212 § 1 (Exh. G), 1999; 1957 code § 8.24.070.)

12.48.080 Hearing – Procedure – Vacation ordinance.

At the time appointed for the hearing of the right-of-way vacation petition, or at such time as the hearing may be adjourned to by the city council, the same shall be heard, and if the council determines to grant the petition, or any part thereof, the council shall authorize by ordinance the vacation of such right-of-way, or any portion thereof. Such ordinance may provide for the retention by the city of all easements or rights in respect to the vacated land for the construction, repair and maintenance of public utilities and services; provided, that the city council may, if no vested rights are impaired, modify, change, omit or add provisions or stipulations as a condition to the granting of petitions for

vacations. When the city council deems it to the best interest of the city, it may waive all or any part of the additional costs and expenses provided for in this chapter with respect to any vacation; provided, that all conditions with respect to such vacation shall be fulfilled to the satisfaction of the city prior to the time of the introduction of an ordinance vacating a right-of-way, or all such conditions with respect to such vacation shall be fulfilled as specified in said ordinance prior to the ordinance becoming effective. Upon final passage of a right-of-way vacation ordinance, copies shall be distributed by the city clerk to all city departments having an interest in the ordinance. (Ord. 6085 § 1, 2007; Ord. 5212 § 1 (Exh. G), 1999; Ord. 3617 § 2, 1981.)

12.48.085 Compensation.

The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be \$2,000 or less, the applicant will not be required to provide the city with a formal appraisal. If the value of the right-of-way is determined by the city engineer to be greater than \$2,000, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city's expense. (Ord. 6085 § 1, 2007.)

12.48.090 Petition denial or abandonment.

The right-of-way vacation petition shall be considered abandoned if the vacation conditions have not been met, including payment of compensation, within the time period identified in the ordinance, or if no such time period is identified, within 180 days of approval of the ordinance. The city may extend this deadline if they determine the petitioner has made a good faith effort to meet the conditions.

In the event that the city council, at the conclusion of the public hearing thereon, denies the requested right-of-way vacation petition, or that such vacation proceedings should be abandoned by the petitioner, the petitioner shall be relieved from the obligation to fulfill conditions of the ordinance. The city shall notify the interested city departments if a vacation proceeding is abandoned by the petitioner prior to the city council hearing on the petition. If a vacation petition is disapproved by the city council or abandoned by the petitioner after the council hearing, such notification shall be given by the city clerk. (Ord. 6085 § 1, 2007; Ord. 5212 § 1 (Exh. G), 1999; 1957 code § 8.24.090.)

¹ For statutory provisions on street vacation, see Ch. [35.79](#) RCW; for provisions applying Ch. [35.79](#) RCW to code cities, see RCW [35A.47.020](#).



Chapter 35.79 RCW

STREETS — VACATION

Chapter Listing

RCW Sections

35.79.010 Petition by owners -- Fixing time for hearing.

35.79.020 Notice of hearing -- Objections prior to hearing.

35.79.030 Hearing -- Ordinance of vacation.

35.79.035 Limitations on vacations of streets abutting bodies of water -- Procedure.

35.79.040 Title to vacated street or alley.

35.79.050 Vested rights not affected.

35.79.010

Petition by owners — Fixing time for hearing.

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the legislative authority to make vacation, giving a description of the property to be vacated, or the legislative authority may itself initiate by resolution such vacation procedure. The petition or resolution shall be filed with the city or town clerk, and, if the petition is signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated, legislative authority by resolution shall fix a time when the petition will be heard and determined by such authority or a committee thereof, which time shall not be more than sixty days nor less than twenty days after the date of the passage of such resolution.

[1965 c 7 § **35.79.010**. Prior: 1957 c 156 § 2; 1901 c 84 § 1, part; RRS § 9297, part.]

35.79.020

Notice of hearing — Objections prior to hearing.

Upon the passage of the resolution the city or town clerk shall give twenty days' notice of the pendency of the petition by a written notice posted in three of the most public places in the city or town and a like notice in a conspicuous place on the street or alley sought to be vacated. The said notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition. In all cases where the proceeding is initiated by resolution of the city or town council or similar legislative authority without a petition having been signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated, in addition to the notice hereinabove required, there shall be given by mail at least fifteen days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street or alley or any part thereof sought to be vacated, as shown on the rolls of the county treasurer, directed to the address thereon shown: PROVIDED, That if fifty percent of the abutting property owners file written objection to the proposed vacation with the clerk, prior to the time of hearing, the city shall be prohibited from proceeding with the resolution.

[1965 c 7 § **35.79.020**. Prior: 1957 c 156 § 3; 1901 c 84 § 1, part; RRS § 9297, part.]

35.79.030

Hearing — Ordinance of vacation.

The hearing on such petition may be held before the legislative authority, before a committee thereof, or before a hearing examiner, upon the date fixed by resolution or at the time the hearing may be adjourned to. If the hearing is before a committee the same shall, following the hearing, report its recommendation on the petition to the legislative authority which may adopt or reject the recommendation. If the hearing is held before a committee it shall not be necessary to hold a hearing on the petition before the legislative authority. If the hearing is before a hearing examiner, the hearing examiner shall, following the hearing, report its recommendation on the petition to the legislative authority, which may adopt or reject the recommendation: PROVIDED, That the hearing examiner must include in its report to the legislative authority an explanation of the facts and reasoning underlying a recommendation to deny a petition. If a hearing is held before a hearing examiner, it shall not be necessary to hold a hearing on the petition before the legislative authority. If the legislative authority determines to grant the petition or any part thereof, such city or town shall be authorized and have authority by ordinance to vacate such street, or alley, or any part thereof, and the ordinance may provide that it shall not become

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effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated. The ordinance may provide that the city retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services. A certified copy of such ordinance shall be recorded by the clerk of the legislative authority and in the office of the auditor of the county in which the vacated land is located. One-half of the revenue received by the city or town as compensation for the area vacated must be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city or town.

[2011 c 130 § 1; 2002 c 55 § 1; 2001 c 202 § 1; 1987 c 228 § 1; 1985 c 254 § 1; 1969 c 28 § 4. Prior: 1967 ex.s. c 129 § 1; 1967 c 123 § 1; 1965 c 7 § **35.79.030**; prior: 1957 c 156 § 4; 1949 c 14 § 1; 1901 c 84 § 2; Rem. Supp. 1949 § 9298.]

35.79.035

Limitations on vacations of streets abutting bodies of water — Procedure.

(1) A city or town shall not vacate a street or alley if any portion of the street or alley abuts a body of fresh or salt water unless:

(a) The vacation is sought to enable the city or town to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses;

(b) The city or town, by resolution of its legislative authority, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: Port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or

(c) The vacation is sought to enable a city or town to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the streets or alleys sought to be vacated abut, had the properties included in the plan not been vacated.

(2) Before adopting a resolution vacating a street or alley under subsection (1)(b) of this section, the city or town shall:

(a) Compile an inventory of all rights-of-way within the city or town that abut the same body of water that is abutted by the street or alley sought to be vacated;

(b) Conduct a study to determine if the street or alley to be vacated is suitable for use by the city or town for any of the following purposes: Port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education;

(c) Hold a public hearing on the proposed vacation in the manner required by this chapter, where in addition to the normal requirements for publishing notice, notice of the public hearing is posted conspicuously on the street or alley sought to be vacated, which posted notice indicates that the area is public access, it is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to a particular official indicating his or her objection; and

(d) Make a finding that the street or alley sought to be vacated is not suitable for any of the purposes listed under (b) of this subsection, and that the vacation is in the public interest.

(3) No vacation shall be effective until the fair market value has been paid for the street or alley that is vacated. Moneys received from the vacation may be used by the city or town only for acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

[1987 c 228 § 2.]

35.79.040

Title to vacated street or alley.

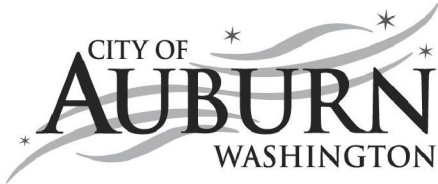
If any street or alley in any city or town is vacated by the city or town council, the property within the limits so vacated shall belong to the abutting property owners, one-half to each.

[1965 c 7 § **35.79.040**. Prior: 1901 c 84 § 3; RRS § 9299.]

35.79.050**Vested rights not affected.**

No vested rights shall be affected by the provisions of this chapter.

[1965 c 7 § **35.79.050**. Prior: 1901 c 84 § 4; RRS § 9300.]



Memorandum Engineering Division

To: Public Works Committee
Mayor Backus

From: Pablo Para, Transportation Manager

CC: Kevin Snyder, Ingrid Gaub, Jeff Tate, Dan Heid, James Webb

Date: July 30, 2014

Re: Right of Way Vacation Compensation Policy

Purpose

Staff is recommending a review and reconsideration of the current Council policy related to compensation for Right-of-Way (ROW) vacations.

Current Code Authority

Right-of-Way vacations are regulated by RCW 35.79 and Auburn Municipal Code Chapter 12.48. Both State and City codes currently allow, but do not require, that the City be compensated for the vacation of ROW. The current City Code indicates that the Council may charge up to one-half the current value of the ROW being vacated, unless the City originally purchased the ROW or it has been dedicated to the City for 25 years or more in which case the City may charge the full appraised value of the ROW to be vacated. If the ROW is determined by the City to be worth more than \$2,000.00 the applicant must provide an appraisal at their expense.

Current Policy/Practice

- ROW was originally purchased by the City - Applicant is charged the current appraised value of the ROW being vacated.
- ROW was originally dedicated to the City - Applicant is not charged for the value of the ROW being vacated.

Proposed Policy/Practice

- ROW was originally purchased by the City - Applicant is charged the full current appraised value of the ROW being vacated.
- ROW was originally dedicated to the City:
 - If City **has not** spent public funds maintaining or improving the ROW, regardless of how long the property has been dedicated to the City, then the applicant is not charged for the value of the ROW being vacated.
 - If City **has** spent public funds maintaining or improving the ROW then the applicant is charged one half the current appraised value of the ROW being vacated.

- If City **has** spent public funds maintaining or improving the ROW **and** the property has been dedicated to the City for over 25 years then the applicant is charged the full current appraised value of the ROW being vacated.

Benefits

- Allows City to recover at least a portion of public funds spent to improve and maintain the ROW.
- Reduces the potential issues related to a perception of gifting of public funds.